

State of Indiana Office Lease
Contract #00000000000000000000102538

This Lease is entered into by and between **W.R.C. Company** (hereinafter referred to as "Landlord") and the State of Indiana, acting by and through the Department of Administration, for and on behalf of the Indiana Family and Social Services Administration, **Division of Family Resources** (hereinafter referred to as "Tenant"). The signatories for the Landlord and Tenant warrant and represent that they have been duly authorized to execute this Lease on behalf of the Landlord and Tenant respectively.

In consideration of the promises and obligations specified in this Lease, Landlord and Tenant agree as follows:

1. Description of Premises Leased

Tenant agrees to lease from Landlord and Landlord agrees to lease to Tenant certain office space consisting of approximately **1,283** square feet. The space to be leased is commonly known as **304 Indiana Avenue, Suite B** in the City of **English**, County of **Crawford**, State of Indiana 47118 (the "Leased Premises"). The Leased Premises are more fully described in the legal description, attached as **Exhibit A**, and the floor plan, attached as **Exhibit B**, both fully incorporated herein.

2. Term of Lease

This Lease shall be effective for a period of **4** years, commencing on **October 1, 2026**, and ending on **September 30, 2030**.

Completion of the leasehold improvements as described in the Landlord's Work Letter attached as **Exhibit C** to be completed within **120 days** of a fully executed Lease.

3. Consideration

The total agreed rent for the entire term of this Lease shall not exceed the sum of **\$90,323.20**, payable in equal consecutive monthly installments of **\$1,881.73**, which represents an annual square foot amount of **\$17.60**. The first month's rent shall be prorated based on Tenant's actual move-in date.

If required by law, Tenant shall separately reimburse Landlord any real estate taxes due with respect to the Leased Premises based on Tenant's proportionate share of such real estate taxes.

Rent shall be paid in **arrears** as described in Section 5 of the Lease titled "Method of Payment".

Landlord must submit final claims of rent, additional rent, and reimbursements within 60 days of an expired Lease.

4. Option to Renew

Landlord grants to Tenant an option to renew this Lease for an additional term of 4 years after the Lease Term. The renewal agreement will be under the same terms and conditions as the existing agreement, with the rental payment **not to exceed the then current market rate for comparable office space in Crawford County, Indiana**, as negotiated by the parties. Tenant may exercise the renewal option by submitting in writing to Landlord a notice of renewal, approved by the Department of Administration, at least sixty (60) days prior to the termination date of this Lease.

5. Method of Payment

- A. The Landlord shall submit a monthly invoice (in arrears) on Landlord's letterhead, directly to the Tenant agency. The invoice must contain an invoice number, purchase order number (which will be provided to Landlord by the Auditor of State upon final execution), description of the service(s) for which the Tenant is being billed (rent, additional rent, utilities, leasehold improvements, etc.) remittance address, and the amount due. No invoice shall be paid for any month before the first day of the month following the month for which leased space was provided. Landlord must submit final claims for payment of rent within sixty (60) calendar days after the expiration date of this Lease or the State of Indiana may elect to deny payment.
- B. If the term of this Lease does not begin on the first day of a calendar month, or if this Lease does not terminate or is not terminated on the last day of a calendar month, then the rent for any period less than a calendar month will be prorated based upon the number of days in the partial month for which the lease is effective.
- C. Late payments, if any, shall be determined and made in accordance with IC § 5-17-5-1.
- D. Payments; Direct Deposit

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Landlord in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Lease except as permitted by IC § 4-13-2-20.

6. Condition of Payment

All services provided by the Landlord under this Lease must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Lease or performed in violation of federal, state, or local law

7. General Uses by Tenant

- A. Tenant agrees that the Leased Premises will be used and occupied for office, clerical and all other work performed by employees of Tenant in the ordinary course of their duties on behalf of Tenant. Any other use by Tenant must be approved by Landlord prior to such use and Landlord will not unreasonably withhold its approval.
- B. Tenant shall not make any alterations, additions, repairs, or improvements to the Leased Premises unless agreed to by Landlord and under the guidelines outlined herein at 7.C.
- C. Should Tenant require improvements during the term of this Lease, said improvements shall be agreed to without amending this Lease and performed by Landlord with Tenant reimbursing Landlord after completion and approval of the improvements. Improvements under this clause shall not exceed \$25,000.00.

8. Services to be Provided by Landlord

- A. Landlord shall provide the following services for the Leased Premises during the term of this Lease, at no additional cost to the Tenant, unless otherwise specified in this Lease:

(1) Routine janitorial services and supplies, including restroom supplies, replacement of light bulbs, and customary cleaning in and about the Leased Premises, as more specifically described in **Exhibit D**, attached hereto and incorporated herein;

(2) Heat, air conditioning, and ventilation when required for comfortable occupancy of the Leased Premises to the following criteria:

Summer: Cool to 72 degrees.

Winter: Heat to 70 degrees.

Fresh air to be provided based upon 20 cubic feet per minute of outside air per person at a density of 1 person per 200 occupied square feet, except when the outside temperature is above 90 degrees or below 15 degrees in which case the quantity of fresh air will be reasonably adjusted to provide for comfortable occupancy. The temperature criteria for heating and cooling includes all of the Leased Premises, for example, office space, IT/Server room, conference rooms, lobby area, etc.;

(3) Gas, where applicable, and electricity;

(4) System and fixtures to provide water for drinking, lavatory, and rest room purposes, including a reasonable amount of hot water; maintenance and repair of these systems;

(5) Lighting fixtures and light bulbs adequate to serve the Leased Premises; replacement and repair of lighting fixtures and replacement of light bulbs, when necessary;

(6) Sewage services;

(7) Lighted Parking; 8 spaces, at no charge to Tenant during the Lease Term and any renewals;

(8) Snow and ice removal from the parking areas and walkways to and around the Leased Premises (Snow to be removed when it reaches 2 inches. Ice to be treated as needed);

(9) Smoke detectors, in adequate number and in functioning condition, to serve the Leased Premises. Landlord shall inspect, maintain, repair or replace smoke detectors as needed. Landlord shall visually inspect the smoke detectors annually to determine that the smoke detectors work properly, and every other year, sensitivity test the smoke detectors. The Leased Premises shall have smoke detectors spaced per applicable building codes.

(10) Fire extinguishers, in adequate number and in functioning condition to serve the Leased Premises. Landlord shall inspect, maintain, repair or replace fire extinguisher devices on a regular basis at the Landlord's own expense as part of the rent payment or Operating Expenses, if applicable. All fire extinguishers shall conform to all local, state and federal statutes and regulations;

(11) Pest control when needed;

(12) Trash removal (Scavenger Service);

(13) Lawn maintenance, where applicable;

(14) Installation and maintenance of building-standard signage identifying Tenant, to be installed in an area agreed to by Landlord and Tenant;

(15) Building, grounds, Leased Premises and appurtenances in every part kept clean, free from all accumulations of substantial debris, filth, rubbish, garbage, rodents and vermin, and all areas under the control of the Landlord;

(16) Air quality testing shall be conducted by the Indiana State Department of Health as deemed necessary. Any costs incurred for testing and or remediation shall be the sole responsibility and expense of the Landlord;

(17) Shampoo carpets two (2) times per year following the commencement date of the Lease Term, including any renewal terms, over the course of the Lease Term;

(18) Paint walls within the Leased Premises should the Tenant exercise its option to renew the Lease under Section 4; and

(19) Accommodation and coordination for recycling of office paper, newspaper, corrugated cardboard, and beverage containers in keeping with the State's Greening the Government recycling requirements.

- B. Landlord agrees to maintain the Leased Premises in a condition of safety and habitability appropriate to the needs and uses of Tenant. All maintenance, upkeep, and repair of the Leased Premises and its systems shall be the responsibility of Landlord and shall be provided at Landlord's expense, except in the event damage is caused due to the negligence of Tenant. Upon notice from Tenant of any condition requiring repair or maintenance, Landlord shall promptly make the required repairs and perform the required maintenance. Should repair or maintenance be the result of Tenant negligence, Landlord will invoice Tenant upon completion of the work performed. Tenant will reimburse Landlord as promptly as possible.
- C. Landlord promises and agrees that should it fail to make repairs in a timely, proper, and satisfactory manner after notice is provided by Tenant, or after its own inspection reveals a need for repairs, Tenant may make such repairs and set off against the rent the cost of such repairs from the date of notice. The rent shall abate until the total costs of repairs incurred by Tenant shall be recovered.
- D. Tenant acknowledges and agrees that in order for Landlord to fulfill its obligation to maintain and repair the Leased Premises, Landlord shall have the right to enter the Leased Premises throughout the term of this Lease, at times agreed to by Tenant, for the purposes of inspection and making repairs. Landlord shall be entitled to bring upon the Leased Premises, at times agreed to by Tenant, workmen and materials necessary to provide maintenance and complete repairs. However, this right shall not relieve Landlord of the responsibility for the quality of the repair work to be performed or the effects of repairs, or from liability for the actions of its agents and employees in performing the repairs.
- E. If Tenant remains in compliance with this Lease, Tenant shall have the peaceful and quiet enjoyment of the Leased Premises except as provided in section D. above.
- F. Landlord acknowledges and agrees that the Leased Premises and all facilities shall conform to applicable provisions of the Indiana State Fire and Building Codes, and applicable Municipal Fire and Building Codes.
- G. Landlord further agrees to provide access and parking and meet any other requirements for persons with disabilities in conformance with local, state and federal statutes and regulations, including those current laws and regulations required by the Americans with Disabilities Act (ADA), 42 USC 12101 *et seq.*

9. Insurance

- A. Landlord, at its cost and expense, shall maintain in full force and effect casualty and public liability insurance, with the State of Indiana named as an additional insured, throughout the Lease Term in accordance with the following:
 - (1) A policy of commercial general liability insurance covering any and all claims for injury to or death of persons and damage to property occurring in or on the Leased Premises, the Common Areas or the

Building in an amount not less than seven hundred thousand dollars (\$700,000.00) for injury to or death of any one person; five million dollars (\$5,000,000.00) for injury to or death of more than one person in the same accident or occurrence; and Fifty thousand (\$50,000.00) for damage to property arising out of any one accident or occurrence; and

- (2) Broad form fire and extended coverage insurance on the Leased Premises, the Common Areas, the Building, and all fixtures, equipment, appliances and personal property located in or used in connection with the Common Areas and the Building for their full insurable value on a replacement cost basis.

- B. Landlord shall furnish to Tenant a Certificate of Insurance showing that the casualty and broad form fire and extended coverage insurance described in Section 9 (A) is in full force and effect and may not be canceled or materially altered without thirty (30) days prior written notice to Tenant. Landlord shall furnish or shall cause its insurance agent to furnish to the Indiana Department of Administration, Leasing Section, a copy of such certificate at the time Landlord receives the executed Lease from the State. In addition, annually, and in the event of any assignment of this Lease by Landlord, Landlord shall provide or shall cause its assignee to provide updated Certificates of Insurance or copies of such certificates, as applicable, pursuant to the above, to the Tenant and the Department of Administration, within ten (10) days of the anniversary of the effective date of this Lease and within ten (10) days of the effective date of such assignment.

10. Access to Records

The Landlord and its subcontractors and sub-landlords, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Lease. They shall make such materials available at their respective offices at all reasonable times during this Lease term, and for three (3) years from the date of final payment under this Lease, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

11. Loss of Use by Tenant

In the event the Leased Premises are made untenable or are partially or totally destroyed by fire, explosion, or other casualty, provided such total or partial destruction is not caused by Tenant,

- A. The Leased Premises shall be repaired as speedily as possible, at Landlord's expense;
- B. Either party may elect to terminate this Lease by notifying the other party in writing within thirty (30) days of the casualty, and rent shall abate and be paid only to the date of the casualty;
- C. Landlord and Tenant can agree in writing to continue this Lease for the undamaged portion of the Leased Premises at a rent apportioned according to the usable office space available. If the Leased Premises are unusable during the restoration period, the rent shall abate during this period.

12. Installation of Fixtures

Tenant shall have the right to install, place and maintain all business fixtures, equipment and furniture necessary and required for use by Tenant, its agents, officials and employees, in the conduct of its business, and Tenant shall have the right to remove such business fixtures, equipment and furniture upon termination of this Lease, providing Tenant reasonably repairs damage caused by the removal.

13. Assignment and Subletting

A. Tenant shall not assign this Lease, sublet the Leased Premises, or any part thereof, or permit the use or occupancy of any part of the Leased Premises, by anyone other than Tenant, its officials, agents, or employees, without the prior consent of Landlord. The Landlord shall not unreasonably withhold its consent to allow assignment or subletting. However, the Indiana Department of Administration shall have the right to assign or sublet the Leased Premises to another department or agency of the State of Indiana without the prior written approval of Landlord.

B. Landlord agrees to bind its successors and assignees to all the terms and conditions of this Lease. In the event of such an assignment, whether by sale of the Building or other transfer, and at the request of the Landlord, the parties will enter into an amendment substantially similar to the sample amendment attached to this Lease as **Exhibit F**, recognizing the substitution of party to the Lease. **Landlord shall provide ninety (90) days' prior written notice to Tenant of Landlord's assignment of ownership transfer in order to reduce the risk of delayed payments under the Lease amendment.**

14. Abandonment of Premises

Tenant understands and agrees that if it abandons the Leased Premises during the term of this tenancy, Tenant shall not be relieved of its duties and obligations under this Lease. Exercise of Tenant's rights under Section 30 (Compliance with Laws), Section 31 (Funding Cancellation) or Section 36 (Termination for Convenience) shall not constitute abandonment. Landlord, however, promises that if Tenant fails to exercise its right to perform under this Lease, Landlord shall in good faith use its best efforts to re-let the Leased Premises and set off against rents due from Tenant any rent collected from others for their use of the Leased Premises. Nothing in this clause shall prevent Landlord or Tenant from negotiating a termination of this Lease.

15. Surrender and Holding Over

- A. Upon expiration or termination of this Lease, Tenant shall remove all of its goods, fixtures and other movable personal property and surrender the Leased Premises to Landlord in the same condition as the Leased Premises were at the beginning of this Lease, ordinary wear and tear, and damage by the elements, excepted.
- B. In the event Tenant remains in possession of the Leased Premises after this Lease has expired or been terminated, the resulting tenancy shall be construed as a tenancy from month-to-month and monthly rental shall remain the same as the rent being paid at the time the holdover occurs.

16. Memorandum of Lease

Upon request by Tenant, a Memorandum of Lease in recordable form shall be executed by both parties and recorded in conformance with the laws of the State of Indiana. (To be recorded in the County of the Leased Property.)

17. Indemnification

The Landlord agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Landlord and/or its subcontractors or sub-landlords, if any, in the performance of this Lease. The State shall not provide such indemnification to the Landlord. Landlord may look to IC § 34-13-3 of the Indiana Tort Claims Act and IC § 34-30-9-2 for allowable protection in this area.

18. Indiana Law

This Lease shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

19. Default by Landlord

- A. Landlord shall be in default for failure to perform any of its obligations under this Lease thirty (30) days after Tenant has notified Landlord in writing of the specific obligations not being performed. Default by Landlord shall entitle Tenant to withhold rent until the default is cured or to terminate this Lease should Landlord fail to cure the default within sixty (60) days after Tenant has provided written notice of the default to Landlord.
- B. Repeated and unexcused failure by Landlord to comply with one or more requirements of this Lease shall constitute a default even if one or all such failures shall have been timely cured pursuant to this clause.
- C. Should Tenant be compelled to terminate this Lease due to default by Landlord, Tenant shall be entitled to the following damages:
 - (1) All administrative and other costs borne by Tenant in procuring a replacement lease or leases.
 - (2) Such other, additional relief as may be provided for in this Lease, at law or in equity.
 - (3) Damages to which the Tenant may be entitled under this clause shall be due and payable thirty (30) days following the date Landlord receives notice from Tenant specifying such damages.

20. Default by Tenant

Tenant shall be in default for failure to perform any of its obligations under this Lease thirty (30) days after Landlord has notified Tenant in writing of specific obligations not being performed. Default by Tenant shall entitle Landlord any remedy afforded it by Indiana law.

21. Force Majeure

In the event that either party is unable to perform any of its obligations under this Lease, or to enjoy any of its benefits, because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Lease shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Lease.

22. Penalties - Interests - Attorney's Fees

The Tenant will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

23. Disputes

- A. Should any disputes arise with respect to this Lease, the Landlord and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Landlord agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Lease that are not affected by the dispute. Should the Landlord fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Landlord as a result of such failure to proceed shall be borne by the Landlord, and the Landlord shall make no claim against the State for such costs.

C. If the parties are unable to resolve a Lease dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written amendment to this Lease if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Landlord of one or more invoices not in dispute in accordance with the terms of this Lease will not be cause for the Landlord to terminate this Lease, and the Landlord may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

24. Modification of Lease

This Lease may be modified at any time upon written agreement signed by Landlord and all necessary signatories of the State of Indiana.

25. Miscellaneous Provisions

- A. No waiver of any condition or covenant of this Lease or failure to exercise a remedy by either Landlord or Tenant shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, or remedy.
- B. Landlord and Tenant agree that this Lease and all acts done in compliance with this Lease shall not be deemed to create any relationship between the parties other than the relationship of Landlord and Tenant.
- C. This Lease, upon complete execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Lease.

26. Liens

Tenant agrees that it shall not cause any liens to be filed as a result of any work done on its behalf; however, should such a lien be filed, Tenant agrees to discharge such lien within thirty-five (35) days of receipt of notice of the lien.

27. Substantial Completion

Any leasehold improvements shall be deemed to be substantially completed only when completion allows for occupancy and full use of premises. Minor punch list items would not be considered a reason for non- occupancy.

28. Hazardous Materials

Landlord, to the best of its knowledge, guarantees that the Leased Premises are in environmentally sound condition at the time of the execution of this Lease. Both Landlord and Tenant agree that they shall not cause, allow, or permit any Hazardous Material to be brought upon, generated, manufactured, stored, handled, disposed of, or used at, on, about, or beneath the Leased Premises or any portion of the Leased Premises.

29. Debarment and Suspension

A. The Landlord certifies by entering into this Lease that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Lease by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Lease means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Landlord.

B. The Landlord certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Lease and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Landlord shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Lease.

30. Compliance with Laws

A. The Landlord shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Lease shall be reviewed by the State and the Landlord to determine whether the provisions of this Lease require formal modification.

B. The Landlord and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Landlord has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Lease, the Landlord shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Lease.** If the Landlord is not familiar with these ethical requirements, the Landlord should refer any questions to

the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Landlord or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Lease immediately upon notice to the Landlord. In addition, the Landlord may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Landlord certifies by entering into this Lease that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Landlord agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Landlord. Additionally, further work or payments may be withheld, delayed, or denied and/or this Lease suspended until the Landlord is current in its payments and has submitted proof of such payment to the State.

D. The Landlord warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Landlord agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Lease.

E. If a valid dispute exists as to the Landlord's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Landlord, the Landlord may request that it be allowed to continue, or receive work, without delay. The Landlord must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Landlord warrants that the Landlord and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Lease and grounds for immediate termination and denial of further work with the State.

G. The Landlord affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

(1) The Landlord and any principals of the Landlord certify that:

(A) the Landlord, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the Landlord will not violate the terms of IC § 24-4.7 for the duration of the Lease, even if IC § 24-4.7 is preempted by federal law.

(2) The Landlord and any principals of the Landlord certify that an affiliate or principal of the Landlord and any agent acting on behalf of the Landlord or on behalf of an affiliate or principal of the Landlord, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the Lease, even if IC § 24-4.7 is preempted by federal law.

31. Employment Eligibility Verification.

As a condition precedent to entering this Lease, and as required by IC § 22-5-1.7 and Executive Order 25-29, the Landlord swears or affirms under the penalties of perjury that the Landlord has not knowingly employed, and will not knowingly employ, an unauthorized alien. The Landlord further affirms that:

- A. The Landlord has enrolled in, and verified the work eligibility status of all his/her/its employees through, the E-Verify program as defined in IC § 22-5-1.7-3. The Landlord is not required to participate should the E-Verify program cease to exist. Additionally, the Landlord is not required to participate if the Landlord is self-employed and does not employ any employees.
- B. The Landlord has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The Landlord has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the Landlord subsequently learned or learns is an unauthorized alien.
- C. The Landlord has required and shall require his/her/its subcontractors, who perform work under this Lease, to certify to the Landlord that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Landlord agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

The State may terminate this Lease for default if the Landlord fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

32. Funding Cancellation

As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

33. Drug-Free Workplace Certification

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Landlord hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Landlord will give written notice to the State within ten (10) days after receiving actual notice that the Landlord, or an employee of the Landlord in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of Lease payments, termination of this Lease and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Lease is in excess of \$25,000.00, the Landlord certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Landlord's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Landlord's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Landlord of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

34. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act:

A. The Landlord covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Landlord certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this subparagraph may be regarded as a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Landlord or any subcontractor.

B. Landlord covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Landlord's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Landlord or any subcontractor.

35. Notice

All notices required to be given under this Lease will be made in writing and will be E-mailed or sent by first class U.S. mail to the parties, as follows:

Landlord: W.R.C. Company
8765 State Road 37
Tell City, Indiana 47586
Attn: Randy Cole
E-mail: rlnamcole@gmail.com

Tenant: Indiana Family and Social Services Administration
Division of Family Resources
402 West Washington Street, Rm. W392
Indianapolis, Indiana 46204
E-mail: Nicole.lee@fssa.in.gov

Copy to: Commissioner, Department of Administration
Attention: Deputy Commissioner
Indiana Government Center South
402 W. Washington St., Rm. W462
Indianapolis, IN 46204
Email: sharless@idoa.IN.gov

36. Lobbying Activities

- A. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, Landlord hereby assures and certifies that no federally appropriated funds have been paid, or will be paid, by or on behalf of Landlord, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal lease, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal lease, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with this agreement, Landlord shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

37. Termination for Convenience

The parties agree that the Tenant may terminate this Lease during the Lease term whenever, for any reason, Tenant determines that such termination is in the State's best interest upon sixty (60) days' prior written notice to the Landlord. Termination shall occur without penalty to the Tenant.

38. Real Estate Taxes

Landlord shall file an Application for Property Tax Exemption (the "Exemption") with the County Assessor's Office (the "Assessor's Office") in which the Premises is located with respect to the real estate taxes due on behalf of Tenant in accordance with IC § 6-1.1-10-2 (b) (effective as of January 1, 2014).

Tenant shall cooperate with Landlord in completing any required application forms in connection with the preparation and filing of the Exemption and deliver to the Landlord, not less than thirty (30) days prior to the applicable filing date, the forms and such other information or documents required by the Assessor's Office. At no expense to Tenant, Landlord shall prepare and file the Exemption prior to May 15th of every even numbered calendar year following January 1, 2014 or such other time as the Assessor's Office shall require. Landlord shall deliver a copy of the Exemption to Tenant within five (5) days of filing. If Landlord fails or refuses to do so, Tenant may execute such exemption form and file it in the name and as the act of the Landlord.

In addition to the filings set forth above, in the event (i) Tenant's proportionate share of property taxes changes and/or (ii) the ownership of the Building changes, Landlord shall make such additional filings on behalf of Tenant as may be required by the Assessor's Office to maintain the Exemption.

Upon Landlord's receipt of any credit, rebate, refund or other savings resulting from the Exemption with respect to the aggregate amount of real estate taxes that otherwise would be payable by Landlord (collectively, the "Exemption Amount"), Landlord shall submit to Tenant within five (5) business days following the determination of the Exemption Amount, a copy of such exemption and, if applicable, invoice Tenant's proportionate share of any real estate taxes due less the Exemption Amount. Landlord shall deliver to Tenant a copy of any correspondence received in connection with the Exemption.

39. Order of Precedence; Incorporation by Reference

Any inconsistency or ambiguity in this Lease shall be resolved by giving precedence in the following order: (1) This Lease; (2) the Work Letter; (3) all the attachments and exhibits prepared by the Tenant, and (4) attachments prepared by the Landlord. All of the foregoing are incorporated fully by reference. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

40. Public Record.

The Landlord acknowledges that the State will not treat this Lease as containing confidential information and will post this Lease on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Lease shall not be considered an act of the State.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Landlord, or that the undersigned is the properly authorized representative, agent, member or officer of the Landlord. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Landlord, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Lease other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the grant, the Grantee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:
<https://secure.in.gov/apps/idoa/contractsearch/>

IN WITNESS to their agreement, the persons signing this lease execute it for the Landlord and Tenant:

Landlord:

RANDALL COLE

Signed by:
By: *Randy Cole*
B9EAAEA2F1074B5...

Printed Name: Randall Cole Owner

Date: 8/5/2026 | 06:44 EDT

Tenant:

Indiana Family & Social Services Administration
Division of Family Resources

Signed by:
By: *Sunshine M Bram - 00500*
E8079F9943B3465...

Title: Director DFR

Date: 8/5/2026 | 08:55 EDT

Electronically Approved by: Department of Administration By: _____ (for) Brandon Clifton, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Chad Ranney, State Budget Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

EXHIBIT A

LEGAL DESCRIPTION

304 Indiana Avenue
English, IN 47118

Parcel #: 13-07-18-207-001.020-011

Curl Add Lots 20, 21, S1/2 22

EXHIBIT B

FLOOR PLAN

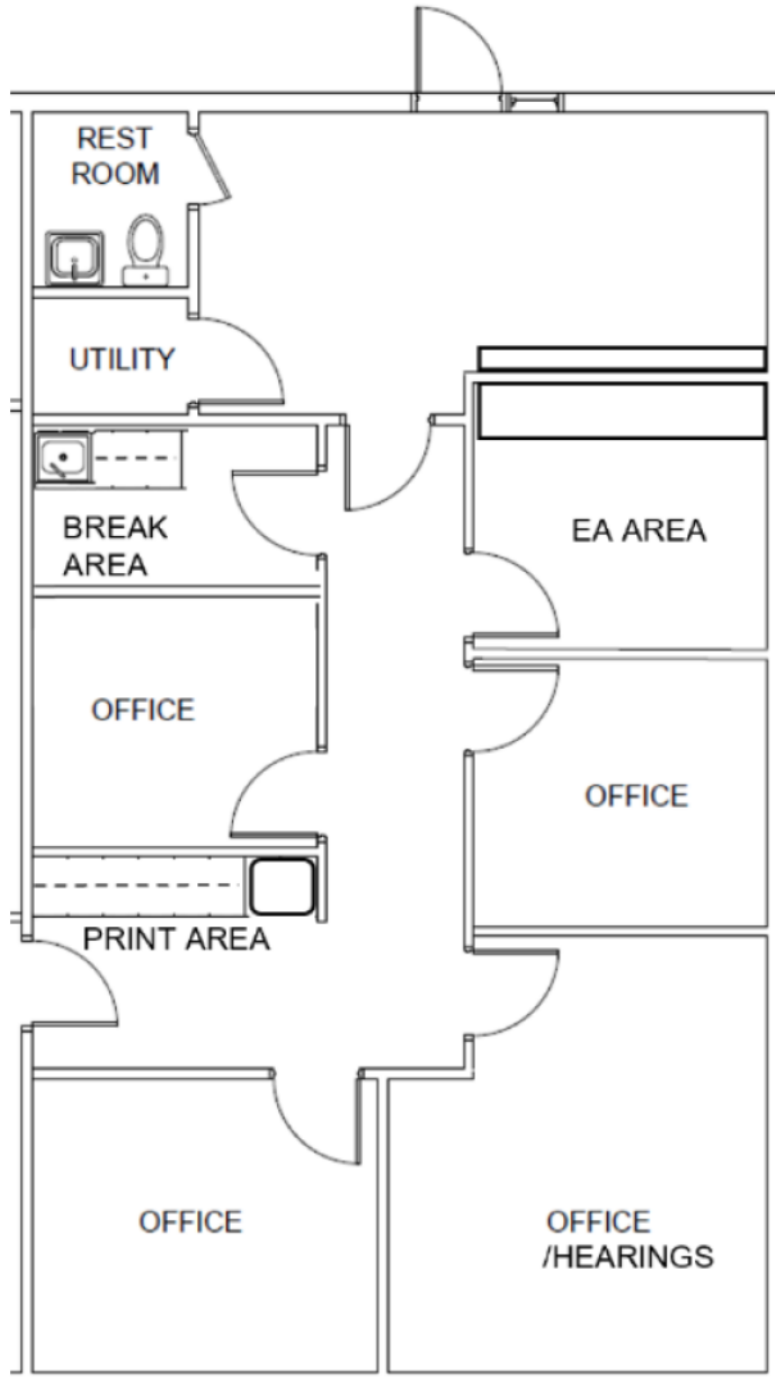


EXHIBIT C

LANDLORD'S WORK LETTER

Landlord shall provide, at Landlord's sole cost and expense, improvements and renovations to the Leased Premises according to Tenant's exact standards and specifications ("turnkey") and in accordance with this Work Letter.

1. Flooring

- Deep clean carpet throughout space.

2. Painting

- Touch up paint throughout the space, including doors and door frames (where painted).
- Patch and repair any holes or surface damage prior to painting.
- Repaint all existing green walls with blue paint (paint specifics to be provided by Tenant).

3. Ceilings and Lighting

- Replace all damaged or stained ceiling tiles throughout the space.
- Replace all non-functioning light bulbs.
- Clean all light fixtures to remove water spots, insects, and debris.

4. HVAC and Ventilation

- Clean all air vents throughout the space.

All finish selections to be approved by Tenant including paint, carpet tiles, LVT, laminates, etc.

EXHIBIT D**Janitorial Exhibit**

Landlord agrees to furnish reasonable and customary cleaning in and about the Leased Premises in accordance with the following schedule. All labor and materials for the services identified in the following schedule will be provided by Landlord with no additional cost to the Tenant, including light bulbs, filters, trash-bag liners, hand towels, toilet paper, ice control materials and janitor's cleaning supplies. Landlord to provide janitorial services and janitorial supplies sufficient to maintain the Leased Premises in a clean, well-maintained condition by performing at the following schedule:

2 DAYS PER WEEK:

- Empty and clean trash and recycling containers; and ensure transfer of materials to the appropriate trash bins.
- Clean and maintain in a sanitary and odor-free condition all restrooms, including floors, mirrors, basins, toilet bowls, and urinals.
- Furnish and replenish toilet room supplies (including soap, paper towels, and toilet tissue).
- Clean and disinfect all high touch areas including doors, door handles, door facings, light switches, break room, restrooms, lobby area, countertops, worksurfaces, and other frequently touched surfaces.
- Vacuum high traffic carpeted areas, including stairways and halls.
- Sweep and damp mop all areas with hard surface floors, including all restrooms, break rooms, and public lobby.
- Remove finger marks and smudges from glass entrance doors and reception windows.
- Specifically check, and if action is needed, then:
 - Dust the tops of furniture, counters, cabinets, and windowsills (which are free of interfering objects).
 - Remove spots, stains, and/or spills from the walls, doors, door facings, carpets, floors, and stairways.

QUARTERLY:

- Strip hard surface floors and apply a new coat of floor finish if prescribed by manufacturer; buff as necessary to produce a uniformly shining appearance.
- Dust all grills and air diffusers.

AS NEEDED:

- Treat for pest control as needed.
- Treat for ice as needed.

Landlord agrees that the janitorial staff will not be any of the following, unless approved by the DFR Director:

- State employee
- State employee relative
- State agency vendor employee
- State agency vendor employee relative

EXHIBIT E

SAMPLE

_____ **Amendment to Recognize Substitution of Party**
To State of Indiana Office Lease
Contract # _____

This Amendment #_ to that certain State of Indiana Office Lease dated as of _____, 20__, and effective _____, 20__, per the commencement date stated in the Confirmation Letter (the "Lease") is entered into by and between _____ (hereinafter referred to as "**Current Landlord**") and the **State of Indiana**, acting by and through its Department of Administration for and on behalf of the _____ (hereinafter referred to as "**Tenant**"). Hereinafter, the Current Landlord, Successor Landlord and Tenant may collectively be referred to as the "Parties" or individually as a "Party".

Witnesseth:

Whereas, Tenant leases certain real estate previously owned by Current Landlord and consisting of approximately _____ **square feet** in the building located at _____, City of _____, County of _____, State of Indiana (the "Leased Premises"), as more specifically provided in the Lease;

Whereas, _____ ("**Successor Landlord**") has purchased the Leased Premises from Current Landlord;

Whereas, in connection with the aforesaid purchase, Current Landlord has assigned to Successor Landlord all of Current Landlord's right, title and interest in and to the Lease;

Whereas, the Successor Landlord has accepted assignment of the Current Landlord's right, title and interest in and to the Lease and the Leased Premises, and assumes full responsibility for all obligations and representations under the Lease and this Amendment; and

Whereas, Current Landlord has requested that the State of Indiana memorialize this assignment by amending the Lease to recognize this substitution of Party to the Lease.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Current Landlord, Successor Landlord and Tenant agree as follows:

The purpose of this Amendment is commemorate the substitution of Party in interest at the request of the Current Landlord and to facilitate the direction of payments and notices required under the Lease. The Parties expressly agree that this Amendment #_ does not alter the legal relationship between the original parties to the Lease, except as provided herein, and that this Amendment #_ does not ratify any assignment of the Current Landlord's interest in the Lease or relieve the Current Landlord of any responsibilities or obligations thereunder until this Amendment #_ is fully executed. The parties further agree that Successor Landlord assumes full responsibility for all obligations and representations under the Lease and this Amendment.

1. Landlord.

The Lease is hereby amended to delete the name, " _____," wherever it occurs and to replace said name with the name " _____."

2. Landlord's Notice Address.

Section 36 [Notice] of the Lease is hereby amended to delete the notice address listed for Landlord and to replace said address with the following address:

Landlord: [Name] _____
 [Title] _____
 [Address] _____
 [City, State, Zip Code] _____
 [Phone] _____
 E-mail _____

With copy to: (if required)
 [Name] _____
 [Title] _____
 [Address] _____
 [City, State, Zip Code] _____
 [Phone] _____
 E-mail _____

3. Landlord's Payment Address [If Applicable]

If a waiver has been approved by the Indiana State Comptroller for the Direct Deposit defined in Section 5. D of the Lease, Section 5 of the Lease is amended to update Landlord's payment address. All payment obligations shall now be made to the following person/company/agent, at the following address:

[Name] _____
 [Title] _____
 [Address] _____
 [City, State, Zip Code] _____
 [Phone] _____
 E-mail _____

4. Counterparts.

This Amendment #_ may be executed in counterparts, each of which shall constitute an original, and all of which when taken together, shall constitute one binding instrument once each Party has signed one or more of the counterparts.

All other matters set forth in the Lease and not affected by this Amendment #_ shall remain in full force and effect. To the extent that any provisions of this Amendment #__ are inconsistent with any Lease terms, the provisions of this Amendment #__ will control.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Current Landlord or Successor Landlord, or that the undersigned is the properly authorized representative, agent, member or officer of the Landlord. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Current Landlord or Successor Landlord, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Lease Amendment other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Lease, the Landlord attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be

posted on the Active Contracts Database:
https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL

For Current Landlord:

By: _____
Name: _____
Title: _____
Date: _____

For Successor Landlord:

By: _____
Name: _____
Title: _____
Date: _____

For Tenant:

By: _____ (for)
Name & Title

Date: _____

Department of Administration

By: _____ (for)
Commissioner

Date: _____

State Budget Agency

By: _____ (for)
State Budget Director

Date: _____

Approved as to form and legality

By: _____ (for)
Attorney General

Date: _____