



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

- 1. Please read the guidelines on the back of this form.
- 2. Please type all information.
- 3. Check all boxes that apply.
- 4. For amendments / renewals, attach original contract.
- 5. Attach additional pages if necessary.

1. EDS Number: C39-8-HistSociety	2. Date prepared: 7/18/2007
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3. CONTRACTS & LEASES

<input type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input checked="" type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input type="checkbox"/> Amendment# _____
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA _____	<input type="checkbox"/> Other _____

FISCAL INFORMATION

4. Account Number: 1000-	5. Account Name:
6. Total amount this action: \$0.00	7. New contract total: \$0.00
8. Revenue generated this action: \$99.00	9. Revenue generated total contract: \$99.00
10. New total amount for each fiscal year:	
Year 2008	\$0.00
Year _____	\$ _____
Year _____	\$ _____
Year _____	\$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 7/18/2007	12. To (month, day, year): 7/17/2008
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input type="checkbox"/> RFP# _____	<input type="checkbox"/> Other (specify) _____
<input checked="" type="checkbox"/> Negotiated	<input type="checkbox"/> Special Procurement

AGENCY INFORMATION

14. Name of agency: Department of Administration	15. Requisition Number:
16. Address: Indiana Dept of Administration Commissioner Office 402 W WASHINGTON ST RM W479 INDIANAPOLIS, IN 46204	

AGENCY CONTACT INFORMATION

17. Name: Anthony Green	18. Telephone #: 317/234-1596
19. E-mail address: agreen@idoa.in.gov	

COURIER INFORMATION

20. Name: Megan Kavanagh	21. Telephone #: 317-232-3114
22. E-mail address: mkavanagh@idoa.in.gov	

VENDOR INFORMATION

23 Vendor ID # 0000055140	
24. Name: INDIANA HISTORICAL SOCIETY	25. Telephone #: NA
26. Address: 450 W OHIO ST INDIANAPOLIS, IN 46202	
27. E-mail address: Michael.Blickman@icemiller.com	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE	30. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %
31 Sub Vendor: M/WBE	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %
33. Is there Renewal Language in <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

35. Will the attached document involve data processing or telecommunications systems Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 4-20.5-5

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
Lease property to the Indiana Historical Society to house its offices, collections, library, publishing facility, visitor amenities, conducting its programs & other actions in support of its mission as determined by Tenant.

RECEIVED
JUL 19 2007
OAG-ADVISORY

38. Justification of vendor selection and determination of price reasonableness: negotiated.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval	41. Date Approved	42. Budget agency approval	43. Date Approved
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved

[Handwritten signature]
[Handwritten date: 7/19/2007]



GROUND LEASE AGREEMENT

This Lease Agreement (the "Lease") is entered into by and between THE STATE OF INDIANA, acting by and through its Department of Administration ("Landlord") and THE INDIANA HISTORICAL SOCIETY, a public benefit corporation under the Indiana Not-for Profit Corporation Act of 1991 ("Tenant") and, by the execution hereof, Landlord and Tenant agree, pending clarification from the General Assembly, as follows:

1. BACKGROUND

Tenant has constructed the building and site improvements described in Paragraph 2 below on the land owned by the State and described in Exhibit A attached hereto and incorporated herein (such land is hereinafter referred to as the "Site"). State will provide, at no cost to Tenant, management, maintenance, operation, utilities (exclusive of telephone) and other services reasonably necessary to maintain the building, exterior improvements and surrounding site. The Tenant will continue to maintain the title to such building and enters into a ground lease with the State.

2. DESCRIPTION OF PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain tract of land depicted and described as the premises demised by this Lease (the "Premises"), consisting solely of the Site and more particularly described in Exhibit A. The building constructed by the Tenant is situated on the Premises (the "Building") and the improvements to the Site made by Tenant (the "Site Improvements") are situated on the Premises (the Building and the Site Improvements shall be collectively referred herein as the "Facilities").

3. TERM OF LEASE

The term of this Lease (the "Term") shall commence on July 18, 2007, and shall terminate on July 17, 2098. At the end of the term, the State may negotiate and enter into a new lease with the Historical Society. If at the end of the term, the Historical Society does not enter into a new lease with the State, the State will assume the building.

4. RENT

As rent for the Premises during the Term, Tenant has simultaneously with the execution hereof paid to Landlord the sum of Ninety-nine Dollars (\$99.00).

5. GENERAL USES BY TENANT

Tenant shall use and occupy the Premises solely for the purpose of housing its offices, collections, library and publishing facilities, visitor amenities, conducting its programs and other activities in support of its mission as determined by Tenant. Tenant shall have the right to name the Building.

In accordance with IC 4-13-12.1-8, the Facilities may, on occasion, house State activities or functions for specified periods of time and for no cost to the State for meetings and conferences. If Landlord desires to use any of Tenant's Facilities from time to time for meetings and conferences, Landlord shall submit a request in writing to Tenant, and

Tenant shall make every reasonable effort to accommodate Landlord's needs at no cost to Landlord for the use of the space. Landlord acknowledges that Tenant often books the use of its Facilities in advance and, thus, their availability will be subject to pre-existing obligations of Tenant.

6. **LANDLORD SERVICES**

During the Term, Landlord shall provide at no additional cost or expense to Tenant, all management, maintenance, operation, utilities (exclusive of telephone) and other services reasonably necessary to maintain the Premises and Facilities, including but not limited to the following:

- (a) Routine janitorial services and supplies, replacement of light bulbs, customary and routine painting, and customary cleaning in and about the Premises and Facilities;
- (b) Heat, air conditioning, ventilation and humidity control as required for comfortable occupancy of the Premises and Facilities and maintenance in accordance with the standards and specifications established by the engineer in the design of the HVAC system installed in the Premises and Facilities;
- (c) Gas, steam, chilled water and electricity;
- (d) Water for drinking, lavatory and rest room purposes;
- (e) Sanitary sewerage and storm water disposal;
- (f) Parking (as provided in Paragraph 18);
- (g) Snow removal from the parking areas and walkways located on the Site;
- (h) Pest control;
- (i) Trash removal;
- (j) Lawn and grounds care; and
- (k) Fire alarm service and fire protection systems no less comprehensive than afforded to facilities located in the State Government Center.

7. **MAINTENANCE AND REPAIR**

All day-to-day maintenance for the Premises and Facilities and its systems shall be the responsibility of the Landlord and shall be provided at Landlord's expense unless any maintenance is due to the negligence of the Tenant, its employees, or vandalism. Upon notice from Tenant of any condition requiring maintenance, Landlord shall promptly perform the required maintenance. Any upkeep, repair, or replacement that is not listed in Paragraph 6 above is considered a capital improvement and will be the sole responsibility of the Tenant.

Landlord shall have the right to enter the Premises and Facilities during the Term for the purposes of inspection and providing maintenance. Landlord shall be entitled to bring upon the Premises and Facilities workers and materials necessary to provide maintenance, but shall use reasonable care not to disturb Tenant in its occupancy of the Premises and Facilities as a consequence of such entry, the provision of maintenance.

8. **ALTERATIONS AND ADDITIONS**

Subject to compliance by Tenant with all provisions of Indiana law applicable to construction by, or pursuant to a contract with, the State of Indiana (unless Tenant is exempt therefrom), Tenant may at its cost and expense, make additions or improvements to or alterations of the Premises if (i) the market value of the Premises will not be materially lessened by reason thereof and no materially adverse change will be made in the character of the Premises by reason thereof, (ii) such work is expeditiously completed in a good and workmanlike manner in compliance with all applicable legal requirements of any governmental authority having jurisdiction over the Premises, (iii) Tenant shall have procured and paid for all permits and licenses required in connection therewith (in regard to which Landlord shall cooperate and make applications jointly or in its own name if required by law, all at no cost or expense to Landlord), and (iv) during the period when any addition, improvement or alteration is being made, Tenant has maintained or caused to be maintained the following insurance on the Premises, in addition to the insurance required to be maintained under Paragraph 9:

- (a) Public liability insurance insuring Landlord and Tenant and the contractor under any contract entered into by Tenant with respect to any such addition, improvement or alteration against liability to persons or property occurring during the progress of any such addition, improvement or alteration or in any way arising therefrom, whether injury shall be to employees or to others, in the minimum amount of \$1,000,000 with respect to any one occurrence, and \$1,000,000 for claims for property damage with respect to any one occurrence; and
- (b) Completed value builder's risk insurance for the Premises during the period of construction, including building materials on the Premises, covering loss or damage from fire, lightning, extended coverage perils, sprinkler leakage, vandalism and malicious mischief, in an amount: not less than the final cost, as estimated by Tenant and reasonably approved by Landlord, of the job during the period when construction or reconstruction is being done;

and has required each contractor and subcontractor to maintain worker's compensation insurance coverage of the contractor's or subcontractor's full statutory liability as an employer, and provided evidence of such coverage to Landlord. All insurance required herein shall indemnify the insureds and hold them harmless, including but without limitation, from the costs of settlement and judgment with respect to such claims and all loss, costs and expenses and obligations of defense and attorneys' fees in connection therewith.

Title to all additions, improvements and alterations shall immediately vest in Tenant and shall be a part of the Facilities.

If any addition or improvement to, or alteration of, the Facilities permitted hereunder would materially increase the costs incurred by Landlord in observing and performing its maintenance obligations under Paragraph 6, such addition, improvement or alteration shall be made by Tenant only if (i) Landlord consents to it in writing or (ii) Tenant assumes and shall thereafter be responsible for all additional maintenance, upkeep and repair costs incurred by Landlord as a direct consequence of such addition, improvement or alteration.

9. INSURANCE

Tenant shall at its sole cost and expense obtain and keep in force during the Term:

- (a) policy or policies of insurance covering loss or damage to the Facilities from fire, lightning and other risks customarily covered by extended coverage endorsement, including but not limited to loss by windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke damage, vandalism and malicious mischief, in amounts sufficient to prevent Landlord or Tenant from becoming a co-insurer of any loss under the applicable policies, but in any event in amount not less than the full insurable value of the Building and other improvements constituting a part of the Facilities. The term "full insurable value" as used herein means actual replacement cost, including the costs of debris removal, less the cost of foundations, excavations and footings.
- (b) a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Facilities and Premises and all areas appurtenant thereto. Such insurance shall include limits of at least Five Hundred Thousand Dollars (\$500,000.00) for injury (including death) to any person, and One Million Dollars (\$1,000,000.00) for injury (including death) developing from one accident, and Three Hundred Thousand Dollars (\$300,000.00) property damage, and shall furnish to Landlord copies of certificates of insurance with the Landlord named as an additional insured. The limits of said insurance shall not, however, limit the liability of Tenant hereunder.
- (c) such worker's compensation insurance as may be required under the laws of Indiana (except that Tenant may self-insure against such liability to the extent permitted by Indiana law), and such other insurance, in such amounts and against such risks, as are customarily maintained by owners of properties comparable to the Premises whose activities are comparable to the activities to be conducted by Tenant on the Premises.

Insurance required hereunder shall be written by companies of recognized financial standing which are well rated by national rating organizations and are legally qualified to issue such insurance, shall name Tenant as the insured and Landlord as an additional insured party and shall indemnify the insureds and hold them harmless, including but without limitation, from the costs of settlement and judgment with respect to such claims and all loss, costs and expenses and obligations of defense and attorneys' fees in connection therewith. Tenant shall deliver to Landlord certified copies of policies of the insurance required to be maintained by Tenant hereunder, unless Landlord agrees to

accept certificates evidencing the existence and amount of such insurance. All such policies shall contain loss payable clauses reasonably satisfactory to Landlord. No such policy shall be subject to cancellation of coverage except after thirty (30) days' prior written notice to Landlord. Tenant shall give Landlord prompt written notice of any reduction or modification of coverage effective under any policy of insurance required hereunder. Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with evidence of the renewal thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies required to be maintained by Tenant.

10. **DAMAGE OR DESTRUCTION**

If the Premises or Facilities are damaged or destroyed partially or totally, from any cause whatsoever, whether or not such damage or destruction is covered by any insurance required to be maintained under Paragraph 9, then Tenant may elect to repair, restore and rebuild ("Restore") the Premises and Facilities to the condition, quality and utility as closely approximating the condition, quality and utility thereof existing immediately prior to such damage or destruction as the nature of the damage or destruction will permit (or to such other condition as may be reasonable under the circumstances as long as the value and utility of the Premises and Facilities are not impaired by such change in condition), in which event this Lease shall continue in full force and effect. Tenant may elect to terminate this Lease by giving written notice of such election to Landlord within one hundred eighty (180) days following the date the Premises and Facilities are damaged or destroyed. If Tenant does not elect to terminate this Lease, the restoration shall be commenced within a reasonable time after such damage or destruction and shall be diligently prosecuted to completion. Landlord shall make available to Tenant for purposes of such Restoration the proceeds of insurance payable with respect to such loss.

If, subsequent to the occurrence of damage to or destruction of the Building, Tenant elects to terminate this Lease and to construct a new facility to replace the Premises on another site, then the proceeds of insurance payable with respect to such substantial damage or destruction, exclusive of amounts necessary to clear the Site and render it available to Landlord for other reasonable uses, shall be made available to Tenant for the purpose of constructing such new facility at another location, which location may (but need not be) another site owned by Landlord and leased to Tenant on substantially the same terms and conditions as this Lease.

If Tenant elects to restore, it shall comply with all provisions of Indiana law applicable to construction by, or pursuant to a contract with, the State of Indiana unless Tenant is exempt therefrom.

11. **LIENS**

Tenant shall keep the Premises free from any liens, including, but not limited to, mechanics' liens. Landlord shall notify Tenant in the event such a lien is placed upon the Premises or the Building by virtue of an act or failure to act on the part of Tenant. Upon receipt of such notice, Tenant shall cause such lien to be removed, insured against or bonded over within sixty (60) days after the date such notice is received by Tenant.

12. **TENANT TO SAVE LANDLORD HARMLESS**

Tenant will indemnify and save harmless Landlord against and from all expenses, liabilities, obligations, damages, penalties, claims, accidents, costs and expenses, including reasonable attorneys' fees, paid, suffered or incurred for death, damage or injury to persons or property as a result, in whole or in part as a result of any breach by Tenant, Tenant's agents, independent contractors, servants, employees, or licensees of any covenant or condition of this Lease, or as the result of Tenant's use and occupancy of the Premises or any part thereof, or the conduct of Tenant, its agents, employees, visitors or licensees. In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon written notice from Landlord, will at Tenant's expense, resist or defend such action or proceeding. The foregoing indemnification shall not apply to matters which arise from Landlord's negligence. Tenant shall use and occupy the premises and use the portion of the parking areas assigned at its own risk.

13. **PROPERTY OF TENANT**

Tenant shall have the right to install, place and maintain in and on the Premises all business fixtures, equipment and furniture deemed necessary or desirable and required for use by Tenant for use by Tenant, its agents, officers and employees, in their use and occupancy of the Premises, and the conduct of its business. Tenant shall have the right to remove such business fixtures, equipment and furniture upon termination of the Lease. Tenant shall, however, be liable for the cost of repair of any damage caused to the Premises by the installation or removal of these items.

Tenant shall have exclusive control over the storage, maintenance, use, display and access to its collection of rare and valuable books, pamphlets, manuscripts, maps, prints, broadsides, photographs and like materials pertaining to Indiana and American history (the "Collection"), but shall make the Collection available for reference use to approved students, recognized scholars and other interested persons, whether members of Tenant or not, at such reasonable times and according to such reasonable rules and regulations as Tenant may adopt from time to time.

14. **ASSIGNMENT AND SUBLETTING**

Tenant shall not assign this Lease, sublet the Premises, or any part thereof, or permit the use or occupancy of any part of the Premises, by anyone other than Tenant, its officers, agents, employees, or affiliates, without the prior written consent of Landlord. The foregoing shall not preclude Tenant from permitting the use of the Premises and Facilities for third party meetings and events.

15. **SURRENDER**

Upon the expiration or sooner termination of this Lease, Tenant shall surrender to Landlord the Premises.

16. **QUIET ENJOYMENT**

If Tenant performs all of the covenants and agreement herein provided to be performed on Tenant's part, Tenant shall, at all times during the Term, have the peaceable and quiet

enjoyment of possession of the Premises without any manner of hindrance from Landlord or any parties lawfully claiming under Landlord.

17. RULES AND REGULATIONS

Tenant shall comply with such reasonable rules and regulations adopted by Landlord relating generally to use and occupancy of property owned or maintained by Landlord, provided that (a) Tenant has actual notice thereof and (b) such rules and regulations are not inconsistent with the rights granted Tenant or the duties imposed on Landlord by this Lease.

18. PARKING

A. Landlord shall provide parking for Tenant's employees in the Indiana Government Center parking garage located on the northwest corner of Ohio and Senate Streets (the "Parking Facilities") during the usual and customary hours of operation thereof on the same terms and conditions as Landlord affords parking privileges to its employees. Landlord may charge Tenant's employees the same access card fees and other charges that Landlord charges its employees for use of the Parking Facilities.

B. Landlord shall provide parking for visitors to the Premises in the Parking Facilities at such times as such facilities are open for use and at such rates as are charged to the public generally for use of the Parking Facilities. At the request of Tenant, Landlord will make the Parking Facilities available to visitors to the Premises at times when such facilities are not generally open, but Tenant shall pay Landlord such reasonable charge for such service as may be mutually agreed upon by Landlord and Tenant.

C. The Landlord agrees to take reasonable care to avoid the use and development of the land owned or controlled by Landlord adjoining the Site in a manner which would be incompatible with the use of the Premises by the Tenant. Landlord agrees to provide parking in the future on this adjoining property when available or at some other alternative location.

19. NON-DISCRIMINATION CLAUSE

Pursuant to Indiana Code 22-9-1-10 and Civil Rights Act of 1964, Landlord and Tenant and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, age, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Lease. Acceptance of this Lease also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

20. **MEMORANDUM OF LEASE**

This Lease, or a memorandum thereof in recordable form, shall be recorded in the Office of the Recorder of Marion County, Indiana.

21. **MODIFICATION OF LEASE**

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

22. **INSTRUMENTS AFFECTING TITLE**

Neither Landlord nor Tenant shall unreasonably withhold, condition or delay its consent to, and shall execute and deliver in recordable form, any and all covenants, agreements, easements, right-of-way grants and other instruments affecting title to the Premises ("Title Instruments") requested by Landlord or Tenant to the extent that any such Title Instrument either (a) is necessary in the reasonable judgment of Tenant for the conduct of its business on the Premises and does not materially adversely affect the value of the Premises or the utility thereof to Landlord upon expiration of the Term or (b) is desirable in the reasonable judgment of Landlord and will not in the reasonable judgment of Tenant materially adversely affect the use by Tenant of the Premises in the ordinary conduct of its business on the Premises. Landlord shall not encumber title to the Premises by any Title Instrument without the prior written consent of Tenant.

23. **MAINTAINING A DRUG FREE WORK PLACE (EXECUTIVE ORDER 90-5)**

The Tenant hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Tenant will give written notice to the State within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in Tenant's workplace.

If the total amount of this contract exceeds \$25,000, the following additional language is incorporated into the lease:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts/leases with and grants from the State of Indiana in excess of \$25,000.00. No award of a contract/lease shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor/Tenant and made a part of the lease or agreement as part of the lease documents. False certification or violation of the certification may result in sanctions including, but not limited to, termination of the lease and/or debarment of contracting opportunities with the State for up to three (3) years.

The Tenant certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Tenant'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 their employees of (1) the dangers of drug abuse in the workplace; (2) the Tenant'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 Tenant of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State 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) take appropriate personnel action against the employee, up to and including termination; or (2) require 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.

24. **COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT**

As required by IC 5-22-3-7:

(1) the Tenant and any principals of the Tenant certify that (A) the Tenant, 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 Tenant 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 Tenant and any principals of the Tenant certify that an affiliate or principal of the Tenant and any agent acting on behalf of the Tenant or on behalf of an affiliate or principal of the Tenant: (A) except for de minimis and nonsystematic violations, 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.

25. **ETHICS**

The Tenant 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 Indiana Code § 4-2-6 et seq. and § 4-2-7 the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Tenant is not familiar with these ethical requirements, the Tenant should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the Tenant or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Lease immediately upon notice to the Tenant. In addition, the Tenant may be subject to penalties under Indiana Code § 4-2-6-12 and § 4-2-7.

26. **NOTICES**

All notices required to be given under this Lease will be made in writing and will be hand delivered or sent by registered or certified mail to the parties, as follows:

Landlord: Commissioner
 Department of Administration
 Indiana Government Center South
 402 West Washington Street, Room W479
 Indianapolis, Indiana 46204

Tenant: Indiana Historical Society
 450 West Ohio Street
 Indianapolis, Indiana 46204
 Attention: President

27. **INDIANA LAW**

This Lease shall be governed by, and construed and enforce in accordance with, the laws of the State of Indiana.

28. **TERMINATION OF PRIOR LEASE**

This Lease supersedes that certain Lease Agreement between Landlord and Tenant dated November 8, 1976, which is hereby terminated.

29. **CANCELLATION**

If the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of this Lease, the Lease shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

In the event the Budget Director cancels this Lease as described above, Tenant shall have the sole and exclusive option to purchase the Premises, more particularly described in Exhibit A. Landlord and Tenant shall each obtain an appraisal of the Premises (being the land only) from appraisers mutually acceptable to Landlord and Tenant. The purchase

price for the Premises shall be the average of the two appraisals; provided, however, if Tenant is dissatisfied with the purchase price, as so determined, Tenant shall have the right to terminate the purchase. Tenant shall have one hundred and eighty (180) days from the date of its receipt of written notice of cancellation to advise the Landlord that it will exercise its option to purchase right. If the Tenant advises the Landlord that it will exercise such option, it may continue to occupy the Premises until the consummation of the sale of the Premises to Tenant. If Tenant exercises the option and proceeds to closing, Landlord shall convey to Tenant good and marketable fee simple title to the Premises and all costs of the closing shall be allocated between Landlord and Tenant based on customary allocations in commercial real estate transactions in Marion County, Indiana.

In the event the Budget Director cancels this Lease as described above, Landlord agrees to continue to provide Tenant with parking privileges and rights and it shall continue to fulfill the obligations it has undertaken pursuant to Paragraph 18.

In the event Tenant purchases the Premises as described above, it may not sell the Premises to any entity not affiliated with it, unless and until it first provides Landlord with the sole and exclusive option to repurchase the Premises from Tenant at the same price Tenant purchased the Premises, adjusted for inflation. Tenant, in this instance, shall provide Landlord with written notice of its intent to sell the Premises. Within one hundred eighty (180) days after its receipt of such written notice from Tenant, Landlord must advise Tenant, in writing, that it desires to purchase the Premises from Tenant. If Landlord exercises the option and proceeds to closing, Tenant shall convey to Landlord good and marketable fee simple title to the Premises and all costs of the closing shall be allocated between Landlord and Tenant based on customary allocations in commercial real estate transactions in Marion County, Indiana.

30. **DEFAULT**

The failure of either Landlord or Tenant to observe and perform its obligations hereunder in accordance with the terms of this Lease shall constitute a default hereunder; provided, however, that a party claiming a default hereunder shall give written notice thereof to the other party detailing with particularity the nature of the alleged default, and such other party shall have thirty (30) days following receipt of such notice within which to cure the alleged default or, if such default may not reasonably be cured within thirty (30) days, then such further period of time as may reasonably be required in order for such default to be cured.

31. **REMEDIES**

The covenants and agreements of Landlord and Tenant set forth herein shall remain in full force and effect throughout the Term. Each of the parties hereto shall have available to it, in the event of default hereunder by the other party, any remedy afforded it by Indiana law. In any action or suit to enforce any right arising under this Lease, the prevailing party shall be entitled to recover, as part of the judgment in its favor, if ordered by the court, reasonable attorneys' fees and other costs of enforcement. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

32. **DISPUTES**

- A. Should any disputes arise with respect to this Lease, Landlord and Tenant agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.
- B. Landlord and Tenant agree that the existence of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Lease that are not affected by the dispute. If Tenant and Landlord cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of said dispute then the following procedure shall apply:
- C. The parties agree to attempt to first resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to Landlord and Tenant within ten (10) working days after presentation of such dispute for action. If either party is dissatisfied with the Commissioner's decision, the dissatisfied party may appeal the decision to the Commissioner within ten (10) working days after receipt of the Commissioner's decision. The Commissioner shall reduce a decision on the appeal to writing and mail or otherwise furnish a copy thereof to Landlord and Tenant within ten (10) working days after presentation of the appeal. If, after the Commissioner provides a response to the appeal, a party is dissatisfied, the parties may mutually agree to submit the dispute to arbitration for a final and binding determination. In the event they do not mutually agree to submit the dispute to final and binding arbitration, either party may file a legal action and thereby submit the dispute to an Indiana court of competent jurisdiction.

33. **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 Landlord and Tenant other than the relationship of lessor and lessee.
- C. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision thereof.
- D. Subject to the provisions hereof restricting assignment or subletting by Tenant, this Lease shall bind the parties and their respective successors and assigns.

34. **ABANDONMENT**

If Tenant or its successor vacates the Premises other than temporarily as a consequence of damage to the Premises, then this Lease shall terminate upon sixty (60) days written notice to Tenant.

35. **DEBARMENT AND SUSPENSION**

Tenant certifies, by entering into this Lease, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal or state department or agency. The term "principal" for purposes of this agreement is defined as 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 Tenant.

36. **NONCOLLUSION AND ACCEPTANCE**

The undersigned attests under penalties of perjury that he is the contracting party or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Lease other than that which appears upon the face of the Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the 18 day of July, 2007. A/H/6

FOR LANDLORD:

FOR TENANT:

THE DEPARTMENT OF ADMINISTRATION

THE INDIANA HISTORICAL SOCIETY

By: [Signature]
Commissioner

By: [Signature]
Michael A. Blickman
Chairman, Board of Trustees

DATE: 7/18/07

By: [Signature]
John A. Herbst
President

DATE: July 18, 2007

THE DEPARTMENT OF ADMINISTRATION

By: [Signature]
Commissioner

DATE: 7/18/07

STATE BUDGET AGENCY

By: [Signature]
Director

DATE: 7/18/07

Approved as to form and legality:

By: [Signature]
For: Attorney General of Indiana

DATE: 7/19/2007

APPROVED:

[Signature]
Governor of Indiana

DATE: 7/19/07

EXHIBIT "A"

Legal Description

Lots numbered 4, 5, 6, 7, 8 and 9 in Square 31 of the Donation Lands of the City of Indianapolis, Marion County, Indiana. Also, Miami Street lying between said Lots 3 and 4 in Square 31 heretofore vacated by proceedings under Declaratory Resolution #9481 (1920) as set forth in a transcript recorded February 26, 1920 in Town Lot Record 623, page 190, in the Office of the Recorder of Marion County, Indiana. Also, Miami Street lying between Lot 10 and Lot 9 in Square 31 heretofore vacated by proceedings under Declaratory Resolution #10348 (1922) as set forth in a transcript recorded November 9, 1922 in Town Lot Record 681, page 301. Also, part of Toledo Street from the North line of Ohio Street to the North line of vacated Miami Street heretofore vacated by proceedings under Declaratory Resolution #83-VAC-13 as set out in a transcript recorded May 2, 1983 as Instrument #83-28370 in the Office of the Marion County Recorder, exclusive of the right of way described in Corrective Instrument No. 85-58810 and subject to the permanent easement described in Instrument No. 86-23907.