

Libertarian Party of Indiana
State Central Committee Meeting

March 3, 2024

Chair: Evan McMahon

Secretary: Clayton Soultz

Voting Attendees: Kristin Alexander (Vice Chair), Michael Schultheiss (Treasurer), John Schick (D1), Elizabeth Coquillard (D2), Kristi Avery (D3), Danny Lundy (D4), Lauri Shillings (D5), Luke Lomax (D6), Libby Glass (D7), Darin Kinser (D9)

Members Absent:

Guests: Will Henry, Chuck Hagerman, Andrew Smith, Greg Hertzsch, Paul Copeland (via zoom), Jennifer Morrison (Monroe)

Meeting held at Capri Restaurant in Indianapolis, IN

I. Call to Order

- a. Meeting called to order by chair McMahon at 11:47am.

II. Roll Call

- a. 12 voting members present, D8 is vacant, all director positions vacant at start of meeting.

III. Adoption of Agenda

- a. Coquillard moved to amend agenda and add appointment of Temp Chair of Greene County under New Business after 2024 LPIN Convention Recap. Amendment passed without objection, agenda adopted without objection.

IV. Officer Reports

- a. Chair presented brief report, introduced himself and advised that District Reps should be the resource for counties before executive team, but district reps can go to him.
- b. Vice chair introduced herself, advised questions could be addressed to her and she would try to respond within 24 business hours.
- c. Treasurer introduced himself, went over his history of being treasurer, still working on creating end of year report.
- d. Secretary introduced himself, advised he was available via email at secretary@lpin.org to answer any membership or state-level questions that chair may not have time to answer.

V. District Intros

- a. Schick reported on D1, all three counties in his district are affiliated, and all participated in the state convention.
- b. Coquillard reported on D2, noted several candidates running in her district recently.
- c. Avery reported on D3, noted her long history on the board, saying she has contacts all across the state and she is willing to donate time or money to help with what's needed.
- d. Lundy introduced D4, noted the large size of D4, also noted his participation on the data team.
- e. Shillings introduced D5, noted her donation of professional design work to the party, she is happy to help with design needs.
- f. Lomax introduced D6, noted he has gained many contacts across the state, noted their recent fundraising success in his district and in Hancock County. Also hoping to work on an AI team in the coming year.
- g. Glass introduced D7, noted that this is her first year in the role, ready to learn, likes to do public speaking, but prefers not to be on video.
- h. Chair noted D8 is vacant, and does not intend to fill the vacancy until D8 has had a district convention and gotten some issues resolved. Vice chair will coordinate communications between SCC and affiliated counties in the district.
- i. Kinser introduced D9, noted that he is still relatively new after replacing Hertzsch, still wants to do lots of learning.

VI. New Business

- a. Emily Vanesd came to represent Switchboard Office Space, a downtown office space currently used for space by the We Are Libertarians podcast, as well as others. Switchboard is near Fountain Square at the crossroads of 65 and 70. Currently serves 130 business in some way. Potential contract was presented for a 145 square foot office for \$800 per month. Also provides access to open workspaces and 10 free hours per month to small conference rooms that seats up to 22 seated at the table, so it should accommodate the board and several guests. SCC asked a few questions, including about use of space in other buildings, access to the coworking space and fiber internet. The same parent company also owns a storage unit facility nearby that the party could look at renting. Vanesd was briefly excused from the room while the board discussed signing the contract. Lundy asked if the party ended the last fiscal year in a good enough financial position to make this decision, chair answered he felt it did, also is discussing with the treasurer about starting a building fund as part of the budget. Soultz moved to authorize the chair to execute the contract with Switchboard Office Space (Appendix C).
- b. Chair presented 2024 LPIN Convention recap, chair and secretary have been signing most of the candidate paperwork and last one should be done this afternoon. Total profit was at \$2991.41 before considering any new lifetime memberships or auction funds. 111 total delegates, check-in process was mostly smooth, biggest issue was counties not submitting their delegates. Schultheiss noted that OpaVote went better than previous systems, but still had an issue with people registering with a different

email address. Secretary noted the importance moving forward of district reps communicating seasoning requirements and national delegate forms for future years.

- c. Coquillard moved to make Perry Shephard temporary chair of Greene county. Motion passed without objection. Mr. Shephard is now temporary chair of Green county, effective until the post-convention SCC meeting in 2025. All other previous temporary chairs are no longer current and would need to be presented to the SCC by their district rep.
- d. Director Appointments
 - i. Political – Chair thanked Mr. Copeland for his service on the SCC, but because of personal changes will be seeking a different political director. Copeland thanked the board for the opportunity and looks forward to helping in other ways. Chair moved to have Josh Turner from Floyd county as the new political director, second by Kinser. Passed by acclimation.
 - ii. Communications – Chair moved to have Andrew Smith re-appointed comms director, second by Schick. Passed by acclimation.
 - iii. Tech – Chair moved to have Chuck Hagerman re-appointed tech director, second by Avery. Passed by acclimation.
 - iv. Membership – No director, but chair wants the membership duties to stay under the responsibilities of the Vice Chair.
 - v. Finance – Chair wants the finance director to be a paid position, not volunteer. No nominees were brought to floor by the board.
 - vi. Field – No nominees were brought to the floor by the board.
- e. Soultz moved to recess for 10 minutes at 1:11pm, passed without objection. Returned at 1:21pm.
- f. Committees/Teams
 - I. Convention Committee – Vice Chair Alexander will lead Convention Committee. Lauri Shillings, Anna Elliott (Morgan), Sydney Bloom (Monroe) confirmed interest. Glass and Avery both also expressed interest. Chair moved to populate the committee with those members, second by Kinser. Passed by acclimation.
 - II. Bylaws Committee – Chair moved to maintain bylaws committee in its current form, with Soultz as chair, Hagerman, John Schick (D1), Greg Noland (Madison), and Russell Brooksbank (Clark), second by Lomax. Passed by acclimation.
 - III. Data Team – Lundy and Chris Groff (Hendricks) both expressed interest. Lomax expressed interest, chair discouraged it since he is running a campaign. Josh Turner will be added since he is the new Political Director. Chair moved to seat the committee with Lundy, Groff and Turner, second by Lomax. Passed by acclimation.
 - IV. Gaming Team – Unfortunately we can only get single-event license, not unlimited licenses. Chair wants to use 9 available single-use licenses this year to hold poker tournaments. Chair, Lomax, Kinser, Ryan Day (Whitley), Schultheiss all expressed interest prior to meeting. Glass also expressed interest, chair moved to seat all people listed, Coquillard seconded, passed by acclimation.

- V. Comms - Chair moved to have Smith serve as chair of the communications team, but chair will also be on the team. Second by Avery. Passed by acclimation.
- VI. Social Media - Chair, Smith, Coquillard, Avery, and Kenneth Fitzlaff (Vigo) are the current team. The team will be switching software this year. Shillings noted interest as well, chair McMahon will serve as ex officio chair of the committee. Chair moved to seat the team with the mentioned people. Second by Kinser. Passed by acclimation.
- g. SCC Schedule – In person meetings April 20, July 14th, Sept 21st (fall kickoff party), Dec 7th (Holiday Party), and March 22nd (tentative post-convention meeting). Remote meetings scheduled for May 18th, June 15th, June 30th (special meeting for nomination deadline), August 24th, Oct 26th, Nov 16th, Jan 18th, and Feb 8th.
- h. Goals – Wants to increase 1994 Society by 107, annual members by 110, and 12 annual 1994 society members, 119 triple members, 10 new lifetime members. That is more than the increase in the past year, but still reasonable because it is 11 per each membership type per month, plus one lifetime. Would like to see 50% of counties to be active affiliates, and have people in place to affiliate remaining counties after the Rainwater campaign. Most other goals are specific to different teams, such as communications and gaming team. Also wants to be able to build into the budget for sponsoring events in various counties.

Chair noted that he wanted the board to set political goals. Lundy noted he wanted to see several door-knocking GOTV events sponsored by the state, ideally in the Spring since late summer and fall events are less well attended. Chair noted he wanted to do one GOTV event in each district with all top of the ticket candidates. For treasury, Lundy wants to see budget tracking reports every month now that the budget software has been switched.

D1 – Primary goal is to have Porter and Lake county to have more in-person events and in-person meetings, such as Valparaiso popcorn festival and local gun shows.

D2 – Wants to hold a GOTV event in each of the 3 counties that have candidates. Also needs to see membership growth, and two top-of-the-ticket candidate events in each of the active counties.

D3 – Needs to get membership growing in several counties, including Allen, and wants to have more events. In Whitley county, they may be able to have a “Donald Rainwater” day at their county fair. Wants to see CRM utilized for contacting leads and sending out press releases.

D4 – Largest focus will be getting Boone and Putnam counties up to being stable, as well as doing training with his counties to get to use the CRM correctly. Wants every affiliated county to set their own goals.

D5 – Needs to increase relevant communication in the district, “inviting them along” opposed to selling them. Wants to focus on getting Delaware and Tipton county up and running. Wants to hold a quarterly district-wide social event.

D6 – Wants a strong focus on membership growth, and work towards re-affiliating Shelby. Also recently gained contacts in Bartholomew county, so they may be affiliating as well. Hancock county will do quarterly 3-hour candidate callouts, and Lomax wants to use that as an example to other counties in the district. Also wants to be more consistent on a monthly communication from the district.

D7 – Wants to see community outreach and clearer marketing, to make it easier to find events and business meetings. Wants to attend several neighborhood meetings just to have a presence and start meeting neighborhood leaders. May also want to start a liberty book club.

D9 – Wants to raise membership in D9 by 30-40 people, and have GOTV events in his district. Also wants to see one or two more counties affiliated and be the district with the most affiliated counties.

- i. Convention proposal 1 - Lundy pitched proposal for Hendricks County in the Plainfield, IN mall. Prices include food and AV. Friday night (70 people) \$6000, Saturday business meeting (\$10,000), Sunday (70 people) \$2000. Noted the benefit of multiple options in the area and flexibility for a variety of social and more professional venues. Chair noted that a benefit was that the Sunday event quoted is cheaper than the current option, and that it would be at the same location as the business meeting.
- j. Convention proposal 2 - Kinser pitched proposal for Monroe County in Bloomington, IN at the Monroe convention center. Slightly more expensive with a total of \$15,436 for location that does not include AV, plus an additional approx. \$5000 for AV. Kinser shared that it includes labor and we may not need to pay that amount, chair noted that Bloomington is a union city and may still require a union rep to be present and paid even if our own volunteer runs the AV. AV package for the current Fishers location is lower.
- k. Chair noted would like to see the Monroe proposal chosen for a larger year, probably the next presidential year where we could leverage the large IU population and bring in presidential candidates to speak. Board members asked questions about the different venues. Alexander moved to authorize the chair to initiate contracts at the Hendricks county location, with a convention committee budget up to \$16,000, all contracts to be approved by the SCC and signed by the chair. Motion passed with 14 votes in favor, none opposed. Chair noted that the convention can be later in the year, and would ask the convention committee to consider that, and to have a proposal with a date presented to the chair by the end of the month.
- l. Recess - Chair moved for a 15-minute recess, passed without objection at 2:53pm. Returned to order at 3:08pm.
- m. Budget - Chair and treasurer presented proposed budget (Appendix B). Major changes include different expenditures for communications software, and payment for moving

server hosting away from Mr. Schultheiss' personal server. Chair moved to add \$800 to initial office space rent to cover deposit. Passed without objection. Coquillard moved to approve the budget as amended, second by Kinser. Motion passed, 14 in favor none against.

- n. Service Saturday Schedule – D1 April, D2 June, D3 September, D4 July, D5 August, D6 May, D7 December, D9 October.
- o. Standing Rules, Member Suspension – Chair noted that Lundy brought up a concern about the inability of county chairs to take action against disruptive members. Lundy presented a Standing Rules proposal, that will not have action taken on it at this meeting, but is presented so that SCC members can begin considering the appropriate process.

Announcements

- a. Coquillard noted an upcoming INORML event on March 5th.
- b. Lomax noted upcoming candidate callout event in Hancock county on March 28th.
- c. Kinser moved to adjourn, second by Hagerman. Passed, meeting adjourned at 3:45pm.

Respectfully submitted,
Clayton Sultz
Assistant Secretary, LPIN

Appendix A

		Present	Switchboard	Convention Proposal	Budget
Chair	Evan McMahon	Y	Y	Y	Y
Vice Chair	Kristin Alexander	Y	Y	Y	Y
Secretary	Clayton Soultz	Y	Y	Y	Y
Treasurer	Michael Schultheiss	Y	Y	Y	Y
Political Director					
IT Director	Chuck Hagerman			Y	Y
Membership					
Communication Director	Andrew Smith			Y	Y
District 1	John Schick	Y	Y	Y	Y
District 2	Liz Coquillard	Y	Y	Y	Y
District 3	Kristi Avery	Y	Y	Y	Y
District 4	Danny Lundy	Y	Y	Y	Y
District 5	Lauri Shillings	Y	Y	Y	Y
District 6	Luke Lomax	Y	Y	Y	Y
District 7	Libby Glass	Y	Y	Y	Y
District 8					
District 9	Darin Kinser	Y	Y	Y	Y

12

12

14

14

Candidate Support Revenue	\$ 0.00	\$ 0.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	25,000.00
Total Revenue	16,255.00	3,725.00	48,790.00	9,805.00	12,675.00	13,175.00	13,175.00	13,175.00	14,175.00	13,675.00	13,735.00	13,735.00	13,735.00	191,595.00
Gross Profit	\$ 6,367.09	995.37	\$ 5,778.39	1,433.67	4,182.14	-\$ 335.37	5,105.64	3,664.64	-\$ 620.37	7,602.87	7,205.04	7,205.04	7,205.04	28,520.33
Expenditures														
Total Advertising & Marketing	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 38,000.00
Bank Charges & Fees														0.00
Credit Card Processing	148.93	130.38	1,270.15	192.68	196.88	214.38	214.38	214.38	249.38	231.88	233.98	233.98	233.98	3,531.33
Total Bank Charges & Fees	\$ 148.93	\$ 130.38	\$ 1,270.15	\$ 192.68	\$ 196.88	\$ 214.38	\$ 214.38	\$ 214.38	\$ 249.38	\$ 231.88	\$ 233.98	\$ 233.98	\$ 233.98	\$ 3,531.33
Convention Expenditures	0.00	0.00	24,529.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24,529.47
Dues & subscriptions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Indiana Voter File	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00
Total Dues & subscriptions	\$ 5,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 5,000.00
Insurance	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00
Legal & Professional Services	0.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00	500.00	0.00	500.00	0.00	500.00	1,500.00
Fundraising	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Legal & Professional Services	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 500.00	\$ 0.00	\$ 500.00	\$ 0.00	\$ 500.00	\$ 0.00	\$ 500.00	\$ 1,500.00
Office Supplies & Software														0.00
Printed Materials	0.00	0.00	0.00	500.00	250.00	250.00	250.00	250.00	500.00	2,000.00	250.00	250.00	250.00	4,500.00
QuickBooks Online	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00
Printer	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	2,004.00
Postage	0.00	0.00	0.00	750.00	250.00	250.00	750.00	250.00	250.00	750.00	250.00	250.00	750.00	4,250.00

Google (email, drive, calendar)	192.00	192.00	192.00	192.00	192.00	192.00	192.00	192.00	192.00	192.00	192.00	192.00	192.00	2,304.00
Workshop Technology	0.00	0.00	616.00	0.00	0.00	0.00	59.00	0.00	0.00	0.00	0.00	0.00	0.00	675.00
Zoom Meetings	149.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	149.00
Total Technology	\$ 1,549.99	\$ 1,400.99	\$ 1,922.99	\$ 1,306.99	\$ 1,306.99	\$ 6,306.99	\$ 1,365.99	\$ 1,306.99	\$ 1,306.99	\$ 1,306.99	\$ 1,306.99	\$ 1,306.99	\$ 1,306.99	\$ 21,695.88
Total Expenditures	\$ 9,887.92	\$ 4,720.37	\$ 43,011.61	\$ 11,238.67	\$ 8,492.87	\$ 13,510.37	\$ 8,069.37	\$ 9,510.37	\$ 14,795.37	\$ 21,277.87	\$ 6,529.97	\$ 6,529.97	\$ 157,574.68	\$
Net Operating Revenue	\$ 6,367.09	\$ 995.37	\$ 5,778.39	\$ 1,433.67	\$ 4,182.14	\$ -335.37	\$ 5,105.64	\$ 3,664.64	\$ -620.37	\$ 7,602.87	\$ 7,205.04	\$ 7,205.04	\$ 28,520.33	\$
Net Revenue	\$ 6,367.09	\$ 995.37	\$ 5,778.39	\$ 1,433.67	\$ 4,182.14	\$ -335.37	\$ 5,105.64	\$ 3,664.64	\$ -620.37	\$ 7,602.87	\$ 7,205.04	\$ 7,205.04	\$ 28,520.33	\$

APPENDIX C

Lease Summary

LANDLORD: Switchboard, LLC

TENANT: Libertarian Party of Indiana

TENANT'S ADDRESS:

Prior to Lease Commencement Date:

From and after the Lease Commencement Date:

PREMISES: A private office having approximately 145 square feet in 735 Shelby Street, Indianapolis, IN 46203, currently numbered as 207.

PURPOSE OF LEASE: Commercial Office

LEASE TERM:

TARGET COMMENCEMENT DATE: March 5, 2024

TARGET EXPIRATION DATE: March 5, 2025

RENT: \$800.00 /month

SECURITY DEPOSIT: \$800.00 (equal to one month's rent)

Note: This summary is provided for convenience only, and does not modify the attached lease between the parties. In the event of a discrepancy between this summary page and the attached

lease, the attached lease will control

COMMERCIAL LEASE

RECITALS

This lease agreement is made and entered into on March 5, 2024 between Switchboard LLC, a limited liability company of the state of Indiana, having a mailing address at 735 Shelby St. Indiana

46203 referred to in this instrument as "Landlord," and The office of the Libertarian Party of Indiana,

registered in the state of Indiana and having a mailing address at

_____ referred to as "Tenant." "Tenant" shall refer, jointly and collectively, to any and all permitted lessees

of the Leased Premises under this Lease. The "Building" shall refer to the building located at 735

Shelby Street, Indianapolis, IN 46203. The "Property" shall refer to the Building and surrounding property owned by Landlord or entities affiliated with Landlord.

In consideration of the parties' performance of the provisions of this Lease agreement, the parties

agree and covenant as follows:

1. LEASED PREMISES

1. Landlord leases to Tenant, and Tenant leases from Landlord, for a commercial office (the "Permitted Use"), approximately 145 square feet of the Building (the "Leased Premises").

2. The Leased Premises is presently designated as numbers "Office 207." Landlord shall have the ability to re-designate the Leased Premises from time-to-time, after giving at least thirty (30) days' notice to Tenant before making such change.

3. The Landlord shall also have the right to substitute for the Leased Premises other

premises (herein referred to as “the New Premises”) provided: (a) the New Premises shall be similar to the Leased Premises in area and use for Tenant’s purpose and shall be located in the Building; (b) Landlord shall pay the expense of Tenant for moving from the Leased Premises to the New Premises and for improving the New Premises so that they are substantially similar to the Leased Premises; (c) such move shall be made during evenings, weekends, or otherwise so as to incur the least inconvenience to Tenant; and (d) Landlord shall first give Tenant at least thirty (30) days’ notice before making such change. If Landlord shall exercise its right hereunder, the New Premises shall thereafter be deemed for the purposes of this Lease as the Leased Premises and Tenant shall execute an acknowledgment of the same.

1. LICENSED PREMISES

1. Landlord grants to Tenant, and Tenant accepts from Landlord, a revocable, non-exclusive, non-transferable, limited license to use the parking lot and common areas of the Property (the “Licensed Premises”).
2. Tenant agrees and acknowledges that the Licensed Premises may not be used for overnight parking.
3. Landlord may, from time to time, provide for other reasonable regulations, rules, or guidelines for the use of the Licensed Premises. Such regulations, rules, or guidelines shall be binding upon Tenant and Landlord when delivered to the Tenant in writing.
4. Tenant acknowledges that other tenants and / or licensees of the Building shall have access to and use of the Licensed Premises.
5. Certain Terms and Conditions of Use of the Licensed Premises shall be posted at the Property. Tenant shall observe any and all posted Terms and Conditions of Use of the Licensed Premises as amended from time to time. A copy of the current Terms and Conditions of Use has been attached to this Lease.

1. DEFINITION OF PREMISES

1. The term "Premises" as used in this Lease shall include the "Leased Premises" and the "Licensed Premises" unless explicitly specified otherwise.

1. TERM AND RECORDING

1. The time of this Lease shall be for a period commencing on the 5th day of March 2024 (the "Commencement Date"), and continuing in force until 11:59pm on the 5th day of March 2025 (the entire period being the "Term"), unless terminated earlier as specified under this Lease.

2. Either party may, at its sole option, cause this Lease to be recorded in the Recorder's Office of Marion County. The party recording the lease shall be responsible for any and all fees and charges to record this Lease. Neither party shall be liable to the other for failing to record this Lease.

1. RENT

1. Tenant, in consideration of the leasing and licensing of the Premises, agrees to pay rent in advance, in equal monthly installments according to the rent schedule specified in section 6(b) below on the first day of each and every month during the Term (excepting the first month, which shall be paid on the Commencement Date) to Landlord at Landlord's address as indicated above, or at another address as Landlord may designate in writing.

2. Rent schedule

1. The rent for Term shall be eight hundred dollars (\$800.00) per month.

3. Tenant acknowledges that late payment of rent, additional rate, or any other payment due will cause Landlord to incur costs not contemplated by this Lease, the exact

amount of which will be difficult to ascertain. Tenant agrees to an additional rent of five percent (5%) of the payment due if the payment due is not paid in full within five (5) days of its due date. Further additional rent shall accrue at the rate of one half of one percent (.5%) of the payment due per day thereafter. Tenant agrees to pay forty dollars (\$40.00) for any check returned by the bank. This fee shall be in addition to any additional rent due to late payment, even if the payment is late due to the return of the check.

4. Timely payment of each month's rent is of the essence of this Lease, and critical to Landlord's acceptance of its terms.

5. Landlord may offer additional services at the Premises, including print and fax services. Any fee for high volume use of these services shall be due at the time the services are rendered. Tenant agrees to pay any and all such fees for services rendered.

1. SECURITY DEPOSIT

1. Tenant agrees to pay to Landlord the sum of three hundred fifty dollars (\$350.00) on the Commencement Date, as a security deposit for the performance by Tenant of the terms of this Lease.

2. Landlord may use any part of the security deposit to satisfy any default of Tenant and any expenses arising from a default, in addition to any and all remedies available to Landlord at law or equity.

3. This deposit shall be fully refundable to Tenant if the Premises are left clean and undamaged, excepting normal wear and tear, and all other terms of this Lease are fulfilled. If Tenant shall fully comply with the terms of this Lease, Landlord shall return the security deposit to Tenant within forty-five (45) days of the date fixed as the end of this Lease, less the cost to inspect and clean, and to repair any damage to the Premises. Should Landlord deduct the cost to repair any damage to the Premises,

Landlord shall include an itemized list of damages and the cost to repair the same when returning the security deposit.

1. USE OF PREMISES

1. Tenant covenants and agrees that the Premises will be used for the Permitted Use only and not for any other purpose. Tenant shall keep the Premises in a clean and orderly condition and shall conduct its business therefrom in a careful and safe manner.

1. Tenant may not 1) at the Premises engage in activities similar to or 2) use the Premises as any of the following: bar, tavern, billiard hall, pawn shop, dance or martial art studio, gymnasium, beer or wine-making store, adult video or entertainment store, off-track betting establishment, abortion office or facility, alcohol or drug rehabilitation office or facility, unemployment or social security office, liquor store, tattoo/body art/piercing parlor, beauty or nail salon, barber shop, gun and weapon store, smoke/tobacco or vapor/e-cigarette shop, day/child care facility, dry cleaning plant facility, veterinarian, animal grooming or boarding, or uses similar to the above. For the avoidance of doubt, this absence of a use on this list does not give Tenant permission to use the Premises in that way, and Tenant acknowledges that the Premises will only be used for the Permitted Use. Landlord reserves the right of approval of use.

2. Tenant acknowledges that Landlord makes no representation or warranty to Tenant that this list will remain the same for all tenants, and acknowledges that Landlord may permit any of these businesses as a lessor in the future.

2. Tenant covenants and agrees that it shall not commit or allow any waste to be committed upon the Premises, and that the Premises will not be used for any unlawful purpose. The Premises shall not be used for any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any other nearby property

holder, including Landlord or any other tenant of the Building or user of the Licensed Premises.

3. Tenant covenants and agrees not to introduce any hazardous or toxic materials into the Premises.

4. Tenant covenants and agrees not to keep any pet or animal excepting those approved in writing by Landlord. Tenant further covenants and agrees that Tenant is solely responsible for any damage or injury caused by any pet or animal kept by Tenant, whether approved or unapproved by Landlord.

5. Landlord covenants that Tenant, on paying the rent and performing the terms of this Lease, shall and may peaceably and quietly have, hold and enjoy the Premises during the Term.

1. CARE, MODIFICATION AND MAINTENANCE

1. Tenant acknowledges that Tenant has had the opportunity to inspect the Premises. Tenant accepts the Premises "as-is" without further modification or improvement by Landlord. Tenant covenants and agrees to maintain the Premises in as good

condition as Tenant finds the Premises, reasonable wear and tear excepted, and agrees to pay for all maintenance and repairs to put the Premises in the same condition as when Tenant entered.

2. Tenant covenants and agrees to keep all smoke detectors in working condition.

3. Tenant shall be responsible for the cleaning of the Leased Premises.

4. Tenant shall be responsible for the cleaning of any trash, refuse, spills, debris, or disorder caused by Tenant in the Premises.

5. Tenant shall not make, nor cause to be made, any alterations, additions, or improvements to the Premises, including the exterior of the Premises, nor incur any expenses for these matters, without the prior written consent of the Landlord. Tenant

shall obtain the written approval of Landlord for any sign, decoration or marker, which approval may be withheld for any reason or no reason.

6. Tenant shall not permit any Statement of Intention to hold a Mechanic's Lien to be filed against the Leased Premises or any part thereof nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Tenant. If such Statement of Intention to hold a Mechanic's Lien shall be filed, Landlord at its option may compel the prosecution of an action for the foreclosure of such Mechanic's Lien by the lienor. If any such Statement of Intention to hold a Mechanic's Lien shall be filed and an action commenced to foreclose the lien, Tenant, upon demand by Landlord, shall cause the lien to be released by the filing of a written undertaking with a surety approved by the Court and obtaining an order from the Court releasing the property from such lien. Nothing in this Lease shall be deemed or construed to constitute consent to or request to any party for the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the Leased Premises; nor as giving Tenant the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishings of any material that would permit the attaching of a valid Mechanic's Lien.

7. Any and all improvements made by Tenant to the Premises which are so attached to the Premises that they cannot be removed without material injury to the Premises shall become the property of the Landlord.

1. GENERAL LIABILITY, INDEMNIFICATION AND INSURANCE

1. Tenant assumes all risks and responsibilities for accidents, injuries, and death to persons or property occurring in, on, or about the Premises. Tenant agrees to indemnify and hold harmless Landlord and Landlord's members, officers, agents, successors, and assigns from any and all claims, liabilities, losses, costs, and

expenses, arising from, or in connection with, the condition, use, or control of the Premises, including the improvements on the Premises, no matter how caused, and for any act done by Tenant, or any agent, invitee, or licensee of Tenant, or any other party, except in the case of Landlord's failure to perform, or negligent performance of, a duty imposed by law.

2. Landlord shall have the right to require Tenant to obtain additional insurance coverage, in form and amounts determined by Landlord, deemed necessary by Landlord to provide adequate insurance coverage for the Premises based on the

location and type of property covered and its use. Landlord further reserves the right to obtain additional insurance coverage, at Landlord's own expense, in form and amounts considered prudent by Landlord with respect to similar types of property.

3. Tenant acknowledges and agrees that Landlord has no duty to, and shall not, insure the personal property of Tenant. Tenant shall be solely responsible for any loss of or to his or her own personal property or the personal property of his or her agents, invitees, licensees, or guests, while residing at the Premises. Tenant shall indemnify and hold harmless Landlord against any claim, liability, loss, cost or expense by Tenant's agents, invitees, licensees or guests for any loss of or damage to the property of the third party.

4. Landlord and Tenant and all parties claiming by or through them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard, covered or required hereunder to be covered in whole or in part by insurance on the Property or in connection with Property on or activities conducted on the Property, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

5. Notwithstanding anything in this Lease to the contrary, Tenant shall look solely to the interest of the Landlord in the Property for the collection any judgment (or other

judicial process) requiring the payment of money by Landlord, in the event of any default or breach by Landlord with respect to any term or provision of this Lease or of law, to be observed and/or performed by Landlord and no other asset or property of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim, it being the intention that Landlord, its officers, general partners, limited partners, shareholders, directors, managers, members, agents and employees shall have no personal liability in connection with this Lease. Neither Landlord nor any disclosed or undisclosed principal of Landlord (or officer, director, stockholder, general or limited partner, manager, member, or agent or Landlord, or any of such principal), nor any successor of any of them, shall have any personal liability for any failure under or default or breach of this Lease or otherwise.

6. From time to time, Tenant agrees, upon request in writing from Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect and no grounds for default or breach exist on the part of the Landlord or the Tenant (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications or if there are grounds for breach or default, stating the grounds), and the dates to which the rent and other charges have been paid, and such other information as Landlord may reasonably require.

1. DAMAGE

1. Tenant agrees to inform Landlord, verbally within twenty-four (24) hours and by written notice within seven (7) days, of any damage to the Premises caused by Tenant, third parties, pets or other animals, natural phenomena, acts of God, utility disruptions, or any other cause. Such written notice shall include when the Tenant noticed the damage, the name of the individual who noticed the damage, the location of the damage, the nature and extent of the damage, and any suspected cause of

the damage. Tenant agrees that Landlord shall not be responsible for any damage for which Tenant does not provide written notice within seven (7) days pursuant to this section, even if Tenant has informed Landlord verbally.

2. Tenant shall pay for any repair of damage to the Premises caused by Tenant or Tenant's agents, employees, guests, invitees, licensees, pets or any other third-party on the Premises due to Tenant's use of the Premises.

3. Landlord shall be responsible for any repair of damage to the Premises caused by natural phenomena, acts of God, utility disruptions, or any other cause if Tenant has notified Landlord according to section 11(a). If Tenant has failed to notify Landlord according to section 11(a), Tenant shall be responsible for the cost of repair.

4. In the event of damage or destruction rendering all or part of the Premises uninhabitable or unusable, Landlord may at Landlord's option terminate this Lease or repair the damage. In the event that Landlord shall decide not to repair or rebuild, this Lease shall be terminated as of the date of the damage. Nothing contained in this Lease shall in any way be deemed to require Landlord to rebuild, nor require Landlord to insure or in any other manner be responsible for, personal property or other contents of Tenant in the Premises.

5. If the entire Premises, or such portion thereof as will make the remainder unsuitable for the use permitted by this Lease, is condemned by any legally constituted authority, or if a conveyance or other acquisition in lieu of such condemnation is made, then this Lease shall terminate as of the date possession is required by the condemnor. If a portion of the Leased Premises is condemned but the remainder is still suitable for the use permitted by this Lease, this Lease shall not terminate but a portion of the monthly rent (but not the Impositions) for the rest of the term shall be abated in proportion to the amount of the Leased Premises taken. All compensation paid in connection with the condemnation shall belong to and be the sole property of

Landlord, except Tenant shall be entitled to any compensation awarded for Tenant's trade fixtures and for moving expenses.

1. ASSIGNMENT AND SUBLETTING

1. Tenant shall not assign this Lease, nor sublet the Leased Premises, without the prior written consent of Landlord, which shall not be unreasonably withheld. The parties agree and stipulate that Landlord may deny any assignment or sublet which would involve a use prohibited in Section 7(a)(i) and such denial would be reasonable. Any purported assignment of this Lease or sublet of the Leased Premises without such written consent, is void.

1. Any assignment or subletting, even with the consent of Landlord, shall not relieve Tenant from liability for payment of rent or other sums herein provided or from the performance of every other obligation under this Lease. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or the subletting of all or any part of the Leased Premises. This prohibition shall include any act which has the effect of an assignment or transfer and which occurs by operation of law, except any transfer or assignment resulting from the death of tenant, if a natural person.

2. Any transfer of this Lease by operation of law (including, but not limited to, a transfer as a result of a merger, consolidation or liquidation of Tenant if Tenant is a limited liability company, corporation or other entity) shall constitute an assignment for purposes of this Lease. An assignment requiring Landlord's prior written consent shall be deemed to include (i) any sale or transfer, whether by operation of law or otherwise, which sale or transfer, when combined with all sales or transfers since the date of this Lease,

exceeds 15% of the outstanding shares of the corporation (or 15% of the outstanding evidence of ownership of the entity) or (ii) in the event the present shareholders (or Members or other entities owning ownership interests) shall singly or collectively cease to own, directly or indirectly, the controlling interest in the voting shares (or Membership Interests or other evidence of ownership) of Tenant.

3. Tenant agrees to reimburse Landlord for reasonable accounting and attorneys' fees incurred in conjunction with the processing and documentation of any such requested transfer, assignment, subletting, licensing or concession agreement, change of ownership or hypothecation of this Lease or Tenant's interest in and to the Premises.

2. Landlord reserves the right to assign Landlord's interest in this Lease and any rents or sums due under this Lease. Tenant acknowledges and agrees that Landlord may sell the Building, and this Lease shall transfer to the new owner without attornment by Tenant.

3. Landlord may appoint an agent to manage the Property and may designate that agent as Tenant's primary point of contact for maintenance and other issues.

1. UTILITIES

1. Tenant acknowledges that Tenant is responsible for any and all services or utilities to which Tenant subscribes, and Tenant represents and warrants that Tenant shall make timely payment on the same.

2. Landlord shall use its best efforts to provide adequate water, wireless internet, electricity, sewer, and heat for the Premises.

3. Tenant shall be responsible for Tenant's own phone services.

4. Tenant acknowledges and agrees that while Landlord, under section 13(b), shall

make payment for water, wireless internet, electricity, sewer, and heat, Landlord is not a provider of the utilities and makes no representation or warranty as to their availability.

5. Tenant agrees and acknowledges that Landlord is not responsible for the security of the wireless internet, and shall have no liability for any security issues related to the wireless internet.

1. INSPECTION AND SIGNS

1. Tenant agrees to permit Landlord, Landlord's agents, or employees to enter the Premises upon written or oral notice at any reasonable hour for the purpose of inspection, maintenance, repair, alteration, or improvement of the Premises. Tenant agrees that Landlord may enter the Premises without notice after Tenant's normal

business hours if Tenant cannot be reached to grant approval for the purpose of inspection, maintenance, repair, alteration, or improvement of the Premises. Landlord agrees to use its best efforts to minimize disruptions to the Tenant's quiet enjoyment of the Premises in the performance of inspection, maintenance, repair, alteration or improvement of the Premises.

1. DEFAULT

1. Landlord may, without prior notice or demand, terminate this Lease, re-enter, and take possession of the Premises, on the happening of any of the following events of default:

1. if rent is not paid within ten (10) days after the date due;
2. if any other fees or charges are not paid within five (5) days after the date due;
3. if Tenant fails to cure any breach in the performance of any covenant or Term of this Lease within seven (7) days after written notice of the breach(es);

4. if a petition in bankruptcy shall be filed by or against Tenant or any guarantor and the trustee shall fail to assume the lease or its guarantee (as applicable) within sixty (60) days of filing of the petition, thereby being deemed to have rejected this Lease; or if Tenant or guarantor shall make a general assignment for the benefit of creditors or receive the benefit of any insolvency or reorganization act;
5. if an execution or attachment shall be issued under which the Premises shall be taken or occupied or attempted to be taken or occupied by anyone other than Tenant;
6. if the Premises become and remain vacant or deserted for a period of fifteen (15) consecutive days; or
7. if this Lease is assigned or the Premises sublet to, or occupied by, any person or entity other than Tenant.

2. On the happening of any event of default, Landlord may immediately terminate this Lease, and may retain possession of any personal property belonging to Tenant which shall be found on the Premises pending settlement under this Lease, and shall be entitled to all other rights and remedies provided by law.

1. TERMINATION

1. After vacating the Premises, Tenant shall pay for any balances due, will see that the Premises are swept out and adequately cleaned, will remove all trash or other refuse from the Premises, will lock all doors and windows, and will return any keys to Landlord or Landlord's agent.
2. In the event that Tenant remains in possession after the termination of this Lease, by expiration or otherwise, no rights shall be created in Tenant and rent shall be due for the period of the holding over at the rate of one hundred and fifty percent (150%) of

the then current monthly rent per month. The terms of this provision shall not waive any right of the Landlord to evict Tenant from the Premises, or for Landlord to seek other remedies.

1. WAIVER

1. Landlord's failure to enforce any term of this Lease shall not be deemed a waiver of the enforcement of that or any other term, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to the full amount of the rent. Further, a repeated failure to enforce any term of this Lease shall not be deemed a waiver of the enforcement of that or any other term, nor a modification of this Lease through a course of dealing.

2. Waiver of a term of this Lease can only be made in a writing by the Party making a waiver, which writing must assert an intention to waive a term.

1. NATURE OF RELATIONSHIP

1. Landlord and Tenant understand and agree that no provisions contained in this Lease, nor any acts of the parties to this Lease, shall be deemed to create any relationship other than that of Landlord and Tenant.

1. SUCCESSORS

1. The terms, covenants, and conditions of this Lease shall bind and inure to the benefit of the heirs, personal representatives, and successors and permitted assigns of the parties.

1. BROKERAGE

1. Tenant warrants that Tenant has had no dealings with any broker or agent in connection with this Lease. Tenant covenants to pay, hold harmless, and indemnify Landlord from and against any and all cost, expense, or liability for any

compensation, commissions, and charges claimed by any broker or other agent with respect to this Lease or the negotiation of this Lease.

1. NOTICES

1. All notices required or permitted under this Lease shall be in writing and shall be served on the parties at their respective addresses as stated at the beginning of this Lease agreement. Any notice shall be either:

1. sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three business days after deposit, postage prepaid in the U.S. mail; or

2. sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one-business day after deposit with the courier.

2. The addresses of the parties as set forth above in this Lease may be changed by written notice to the other party, provided, however, that no notice of a change of address shall be effective until actual receipt of the notice. Tenant shall provide Tenant's new address at the termination of this Lease, or should Tenant otherwise leave the Premises.

1. TIME OF THE ESSENCE

1. Time is of the essence of this Lease, and the basis of the bargain between the parties. All provisions of this Lease relating to time shall be strictly construed.

1. APPLICABLE LAW

1. This lease shall be construed and enforced in accordance with the laws of the State of Indiana without regard to its principles of conflict of laws.

2. The parties, including the guarantor (if applicable), hereby consent, for themselves and their property, to the exclusive jurisdiction and venue of any court sitting in Marion County, Indiana, for any action or proceeding arising out of or relating to this

Lease. Each party waives any challenge to venue, including that of an inconvenient forum. The parties waive any objection to jurisdiction and venue in a designated Commercial Court and stipulate to the use of such a court if the court accepts jurisdiction and venue.

1. SEVERABILITY

1. If any Term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected by such an occurrence, and each Term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

1. ENTIRE AGREEMENT

1. This Lease constitutes the entire agreement between the parties and may not be modified except in writing, signed by both parties, making explicit reference to an intention to modify this Lease and making explicit reference to the terms modified.

2. The headings and titles to the sections of this Lease are not a part of the lease and shall have no effect upon the construction or interpretation of any part hereof.

3. This Lease may be executed in separate counterparts, each of which shall be considered an original, and one and the same Lease.

1. ENFORCEMENT

1. Each and every Tenant and co-signer (if applicable) shall be jointly and severally liable for any rent, additional rent, utility payment, or other payment or fee due under this Lease.

2. Each and every guarantor agrees and acknowledges that it shall be jointly and severally liable for any rent, additional rent, utility payment, or other payment or fee due under this Lease subsequent to the default of the Tenant.

3. This Lease is the result of negotiation and bargaining between Landlord and Tenant.

This Lease shall be construed and interpreted according to its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Lease or causing this Lease to be drafted.

4. If Landlord shall bring any action against Tenant or guarantor arising out of this Lease, including any successful suit by Landlord for the recovery of rent, fee (including the Impositions), payment for damage, or other charges due under this Lease, or Landlord shall bring any successful action against Tenant for possession of the Premises, or Landlord shall incur any fees or charges in the collection of unpaid rent, fee (including the Impositions), payment for damage, or other charges or fees,

the Tenant shall pay the Landlord a reasonable sum for costs and attorneys' fees in such collection and/or suit, and such attorneys' fees and costs shall be deemed to have accrued on the commencement of such action.

[signatures follow]