

LEASE

THIS LEASE (the "Lease") is made by and between the _____ (the "Landlord") and _____ (the "Tenant") as of the date of last execution hereof by Landlord or Tenant (the "Effective Date").

Term. The "Term" shall: (a) commence on October 15, 2011 in order to set up and be open by November 2nd, 2011 and continue until January 5, 2013 (to give time to exit the space after the final shop date of December 29th, 2011), unless earlier terminated in accordance with the provisions of this Lease (the "Termination Date").

Rent. The Tenant shall pay to the Landlord the sum of ZERO Dollars (\$0) per month (the "Rent") on or before the first day of the month.

Premises. Landlord is the owner of the Building. Landlord, in consideration of the Rent to be paid and the covenants to be performed by Tenant, hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain premises located in the Building and described as _____ (the "Premises"), subject to the terms and conditions of this Lease. Tenant's interest in the Premises is and shall be subject to all easements, restrictions, liens, encumbrances, rights-of-way, or other matters now or hereafter of record affecting the Premises or the Building.

- The tenant agrees to all requirements of the DTSB Holiday Pop-Up program as outlined in the program Agreement.
- Items excluded from sale are: _____

Common Areas. Tenant shall have the right, in common with all other tenants in the Building, to use the areas in and around the Building designated by Landlord from time to time as common areas. Landlord shall operate, maintain, and insure the Common Areas for their intended purposes in such a manner as Landlord shall determine to be necessary or appropriate, including, without limitation, that Landlord at any time may close or change any part of the Common Areas as it determines to be necessary or appropriate.

Quiet Enjoyment. Landlord warrants that it is the owner in fee simple of the Building, and that it has full right and authority to enter into this Lease, subject to all easements, restrictions, liens, encumbrances, rights-of-way and other matters of record. Landlord agrees that if Tenant observes all of the terms and conditions of, and performs all of its obligations under, this Lease, then, at all times during the Term, subject to the terms and conditions of this Lease, Tenant shall have the peaceable and quiet enjoyment of possession of the Premises, without any manner of hindrance from parties claiming under, by, or through Landlord.

Premises. Tenant accepts the Premises in an "AS-IS, WHERE-IS" condition.

Performance. Tenant shall install any leasehold improvements, trade fixtures or equipment without damaging the Premises and in a manner providing for easy removal.

Tenant Repairs. Tenant shall: (a) keep the Premises clean, neat, and safe, and in good order, repair and condition, including, without limitation, that Tenant shall make all maintenance, repairs, alterations, additions, or replacements to the Premises as may be required by any Law, or by fire underwriters or underwriters' fire prevention engineers; (b) keep all glass in windows, doors, fixtures, skylights, and other locations clean and in good order, repair, and condition, and replace glass that may be damaged or broken with glass of the same quality; and (c) paint and decorate the Premises as necessary or appropriate.

Alterations. Tenant, at its sole cost and expense, may install in the Premises such improvements and equipment as Tenant reasonably determines to be necessary or appropriate to conduct its business. Tenant, at its cost and expense, also may make non-structural alterations or improvements to the interior of the Premises if the cumulative cost of making such alterations or improvements is less than Three Thousand Dollars (\$3,000.00) and on the Termination Date, Tenant surrenders the part of the Premises altered or improved in as good a condition as on the date that

Tenant accepts the Premises. Tenant shall not, without the prior written consent of Landlord, make any: (1) alterations, improvements, or additions of or to the exterior of the Premises; or (2) except as described above, structural or other alterations, improvements, or additions of or to any part of the Premises. All alterations, improvements, or additions to the Premises, exclusive of moveable equipment, shall become the sole property of Landlord on the Termination Date.

Permits. Before making any alterations, improvements, or additions, Tenant shall: (i) obtain all permits, licenses, and approvals necessary for the completion of the improvements, alterations, or additions; and (ii) deliver to Landlord: (A) copies of such permits, licenses, and approvals; and (B) evidence reasonably satisfactory to Landlord that Tenant has procured workers' compensation, builder's risk, general liability, and personal and property damage insurance as Landlord reasonably may require. Tenant shall at Tenant's cost and expense: (1) complete the construction of any alterations, improvements, or additions in a good and workmanlike manner, and in compliance with all Laws and all permits, licenses and approvals; and (2) assure that all contractors, subcontractors, laborers, and suppliers performing work or supplying materials are paid in full.

Liens. Tenant shall not suffer or cause the filing of any mechanic's or other lien against the Premises or the Building. Tenant shall further not enter into any contract or agreement that provides explicitly or implicitly that a lien may be attached against the Premises, the Building or any improvements. If any mechanic's or other lien is filed against the Premises, the Building, or any part thereof for work claimed to have been done for, or materials claimed to have been furnished to, Tenant, other than for the performance of Landlord's Work, then Tenant shall: (i) cause such lien to be discharged of record within twenty (20) days after notice of the filing by bonding or as provided or required by law; or (ii) provide evidence satisfactory to Landlord that the lien is being contested by proceedings adequate to prevent foreclosure of the lien, together with indemnity satisfactory to Landlord (in an amount equal to at least one hundred fifty percent (150%) of the claimed lien) to Landlord within thirty (30) days after notice of the filing thereof. All liens suffered or caused by Tenant shall attach to Tenant's interest only. Nothing in this Lease shall be deemed or construed to: (1) constitute consent to, or request of, any party for the performance of any work for, or the furnishing of any materials to, Tenant; or (2) give Tenant the right or authority to contract for, authorize, or permit the performance of, any work or the furnishing of any materials that would permit the attaching of a mechanic's lien to the Premises or the Building or Landlord's interest therein.

Sales and Use. Tenant shall not permit, allow, or cause to be conducted in the Premises: (a) a public or private auction; or (b) a sale that would indicate to the public that Tenant (i) is bankrupt, (ii) is going out of business, or (iii) has lost or is preparing to terminate its possession of the Premises. The Premises shall not be used except in a manner consistent with the general high standards of the neighborhood, and shall not be used in a disreputable or immoral manner or in violation of federal, state or local Laws or ordinances. Tenant shall not operate the Premises either in whole or in part as a clearance, outlet, off-price, or discount store, provided that nothing in this Section 7.6 is intended to affect Tenant's pricing policies.

Tenant's Liability Insurance. Tenant, at its expense, shall maintain during the Term, commercial general liability insurance on the Premises covering Tenant as the named insured and identifying Landlord as an "additional insured" with terms satisfactory to Landlord and with companies qualified to do business in the State, for limits of not less than _____ for bodily injury, including death resulting therefrom, and personal injury for any one (1) occurrence, _____ property damage insurance, or a combined single limit in the amount of _____. At all times, Tenant shall maintain limits naming Landlord as an "additional insured" in an amount sufficient to cover any possible liability Landlord may have pursuant the amounts set forth at Indiana Code § 34-13-3-4, as the same may be amended, superseded or recodified from time to time.

Tenant's Additional Insurance. Tenant shall comply with the provisions of the applicable worker's compensation laws, and shall insure its liability thereunder. Tenant, at its expense, shall maintain plate glass insurance covering all exterior plate glass in the Premises

Policies. All policies of insurance required by this Article to be maintained by Tenant shall: (a) be in a form, and maintained with an insurer, reasonably satisfactory to Landlord; and (b) provide that such policies shall not be subject to cancellation, termination, or change without written notice to Landlord at least thirty (30) days in advance.

Tenant shall deposit with Landlord the policy or policies of insurance required to be maintained by Tenant pursuant to this Lease, or proper certificates of such insurance, duly executed by the insurance company or the general agency writing such policies and effective not later than the Commencement Date.

General Indemnity. Except for loss, injury or damage caused solely by the willful misconduct of Landlord, its employees, contractors, or agents, Tenant covenants to Indemnify Landlord for any Loss in connection with or arising from any use or condition of the Premises or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, licensees, invitees or visitors, occurring on or about the Premises and in the case of Tenant, its agents, contractors or employees occurring on or about the Building. Except for loss, injury or damage caused by the negligent acts or willful misconduct of Tenant, its employees, contractors, invitees, licensees, visitors or agents, Landlord covenants to Indemnify Tenant, and save it harmless, from and against any and all claims, actions, damages, injuries, accidents, liability and expense, including reasonable attorneys' fees, in connection with or arising from, or occasioned wholly or in part by, any act or omission of Landlord, its agents, contractors or employees occurring on or about the Building, excluding the Premises.

Covenant to Hold Harmless. Landlord shall be defended and held harmless by Tenant from any liability or claims for damages to any person or any property in or upon the Premises unless caused by the willful act of Landlord, including but not limited to the person and property of Tenant and its officers, agents, employees, and shall pay all expenses incurred by Landlord in defending any such claim or action, including without limitation attorney fees of Landlord and any judgment or court costs. All property kept, stored or maintained in the Premises shall be so kept, stored or maintained solely at the risk of Tenant

The Landlord shall not be liable for damage caused by hidden defects or failure to keep said Premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam, or other pipes, or sewerage, or the bursting or leaking of plumbing or of any plumbing or heating fixtures or waste or soil pipe existing in connection with the Building or Premises, nor for damage occasioned by water, nor for any damages arising from negligence of co-tenants or other occupants of the Building, or the agents, employees or servants of any of them, or of any owners or occupants of adjacent or contiguous property.

The Landlord shall not be liable for any injury to the Tenant, its employees and agents or any other person, occurring on said Premises, irrespective of whether said injury is caused by a defect in said Premises or by reasons of said Premises becoming out of repair or arising from any other cause whatsoever, and the Landlord shall not be liable for damage to Tenant's property or to the property of any other person which may be located in or upon said Premises and the Tenant agrees to indemnify and save harmless the Landlord from any and all claims arising out of injuries to persons or property occurring on said Premises.

Insubstantial Damage. If the Premises are damaged by fire or any other casualty (the "Casualty Damage"), and the estimated cost to repair such Casualty Damage is less than fifty percent (50%) of the estimated cost to replace the Premises, then Landlord shall repair such Casualty Damage so long as sufficient insurance proceeds recovered as a result of such Casualty Damage remain after: (i) Landlord's mortgagee has withheld any amount of the proceeds to which it is entitled, if any; and (ii) deduction for any expenses incurred in collecting the insurance proceeds. Notwithstanding anything to the contrary set forth herein, in no event shall Landlord be required to repair or replace: (1) the improvements to the Premises made by Tenant; or (2) any trade fixtures, equipment, or inventory of Tenant (or any other person or entity) located on, in, or about the Premises.

Substantial Damage. If: (i) there is Casualty Damage to the Premises, and the cost to repair such Casualty Damage is equal to or greater than fifty percent (50%) of the estimated cost to replace the Premises; (ii) there is Casualty Damage to the building of which the Premises is a part, and the cost to repair such Casualty Damage is equal to or greater than twenty-five percent (25%) of the cost to replace such building; or (c) there is Casualty Damage to the buildings (taken in the aggregate) in the Building, and the cost to repair such Casualty Damage is equal to or greater than twenty-five percent (25%) of the cost to replace such buildings; then Landlord may elect either to: (1) repair or rebuild the Premises, the building of which the Premises is a part, or the aggregate buildings in the Building, as applicable; or (2) terminate this Lease upon delivery of written notice to Tenant within ninety (90) days after the occurrence of the Casualty Damage.

Surrender of Leased Premises. Except as herein otherwise expressly provided, Tenant shall surrender and deliver up the Premises, together with all property affixed to the Premises, to Landlord at the expiration or other termination of this Lease or of Tenant's right to possession hereunder, without fraud or delay, in good order, condition and repair except for reasonable wear and tear after the last necessary repair, replacement, or restoration is made by Tenant, free and clear of all liens and encumbrances, and without any payment or allowance whatsoever by Landlord on account of any improvements made by Tenant.

Removal of Certain Property. All furniture and business equipment furnished by or at the expense of Tenant shall be removed by or on behalf of Tenant at or prior to the expiration or other termination of this Lease or of Tenant's right to possession hereunder, but only if, and to the extent, that the removal thereof will not cause physical injury or damage to the Premises or necessitate changes or repairs to the same. Tenant shall repair and restore any injury or damage to the Premises arising from such removal so as to return the Premises the condition existing at the Commencement Date.

Property Not Removed. Any personal property of Tenant which shall remain in or upon the Premises after Tenant has surrendered possession of the Premises shall be deemed to have been abandoned by Tenant, and at the option of Landlord, such property: (a) shall be retained by Landlord as its property; (b) shall be disposed of by Landlord in such manner as Landlord shall determine, without accountability to any person. Landlord shall not be responsible for any loss or damage occurring to any property owned by Tenant remaining in the Premises after Tenant surrenders possession thereof.

Assignment and Subletting. Tenant shall not sublet, mortgage, encumber or in any manner transfer, in whole or in part, this Lease, the Premises or any estate or interest in said Premises or Lease.

Security Deposit. Contemporaneously with the execution of this Lease, Tenant shall deposit a Security Deposit of ZERO Dollars (\$0) with Landlord. Landlord: (a) shall hold the Security Deposit without liability to Tenant for interest; and (b) may commingle the Security Deposit with its other funds. The Security Deposit, or any portion thereof, may be applied by Landlord to cure any default by Tenant under this Lease, without prejudice to any other remedy or remedies that Landlord may have on account of such application. Upon any such application by Landlord, Tenant shall pay to Landlord on demand the amount applied by Landlord to cure such default so that the Security Deposit is restored to its original amount. If Landlord conveys the Premises during the Term: (A) Landlord may turn the Security Deposit over to Landlord's grantee or successor; and (B) Tenant shall release Landlord from any and all liability with respect to the Security Deposit. If Tenant faithfully performs its obligations under the terms and conditions of this Lease, then Landlord shall return to Tenant the amount of the Security Deposit not applied by Landlord to cure defaults by Tenant, without interest, within thirty (30) days after the latter of: (y) the Termination Date; or (z) the date that Tenant has surrendered possession to Landlord in accordance with the terms and conditions of this Lease.

Entire Agreement. This Lease and the exhibits attached hereto set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Landlord and Tenant other than as are herein set forth. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

Relationship. Nothing contained herein shall be deemed or construed to create between the parties any relationship other than that of landlord and tenant.

Construction. The laws of the State of Indiana shall govern the validity, performance, and enforcement of this Lease. The invalidity or unenforceability of any term or condition of this Lease shall not affect the other terms and conditions, and this Lease shall be construed in all respects as if such invalid or unenforceable term or condition had not been contained herein. The captions of this Lease are for convenience only and do not in any way limit or alter the terms and conditions of this Lease. Whenever in this Lease a singular word is used, it also shall include the plural wherever required by the context and vice versa. All references in this Lease to periods of days shall be construed to refer to calendar, not business, days, unless business days are specified. This Lease shall be recorded,

but a failure to record shall not affect the effectiveness of this Lease. All Exhibits referenced in this Lease are attached hereto and incorporated herein by reference.

Force Majeure. Notwithstanding anything to the contrary set forth herein, if Landlord or Tenant is delayed in, or prevented from observing or performing any of its obligations hereunder (other than the payment of any amount of money due hereunder) as the result of: (a) an act or omission of the other party; or (b) any other cause that is not within the control of the delayed or prevented party (including, without limitation, inclement weather, the unavailability of materials, equipment, services or labor, and utility or energy shortages or acts or omissions of public utility providers); then: (A) such observation or performance shall be excused for the period of the delay; and (B) any deadlines for observation or performance shall be extended for the same period.

Counterparts. This Lease may be executed in separate counterparts, each of which when so executed shall be an original, but all of which together shall constitute but one and the same instrument.

Successors and Assigns. Except as otherwise expressly provided herein, this Lease, and all of the terms and conditions hereof, shall inure to the benefit of, and be binding upon, the respective heirs, executors, administrators, successors, and assigns of Landlord and Tenant. All indemnities set forth herein shall survive the Termination Date.

Authority. Each person executing this Lease represents and warrants that: (a) he or she has been authorized to execute and deliver this Lease by the entity for which he or she is signing; and (b) this Lease is the valid and binding agreement of such entity, enforceable in accordance with its terms.

Equal Opportunity Obligation. Tenant agrees not to discriminate against any employee or applicant for employment, to be employed by Tenant with respect to his or her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his or her race, color, religion, sex, handicap, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Lease.

Anti-Collusion Requirement. By executing this Lease, Tenant certifies that it has not, nor has any member, employer, representative or agent of its firm, directly or indirectly, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, that it has not received nor paid any sum of money or other consideration for the negotiation and execution of this Lease other than that which is set out herein.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date set forth above.

"LANDLORD"

By: _____

Name: _____

Title: _____

"TENANT"

By: _____

Name: _____

Title: _____