

Real Estate Lease Agreement

- A. PARTIES:** HI Jill's House, LLC, ("Lessor") and House Investments Capital Markets IX, LLC, dba Jill's House Intergenerational Preschool, ("Lessee") hereby agree to the following terms and conditions set forth in this lease agreement ("Lease"). The term "Lessor" also includes any agent hired to represent the Lessor.
- B. SUBJECT PROPERTY:** The Subject Property is commonly known Jill's House Memory Care and is located at 751 E. Tamarack Trail, Bloomington, IN 47408.
- C. TERM AND RENEWALS:** This lease agreement shall commence on January 7, 2019 and shall terminate on December 31, 2024. Both parties understand that this lease will not automatically renew. The lease will be renewed only with a new written lease agreement. There are to be no oral extensions or alterations of this agreement; **all extensions or alterations must be in writing.**
- D. RENT:** Lessee agrees to pay Lessor an annual rental amount ("Rent") of \$8,272.00, payable monthly, for approximately 2,909 square feet of space at the Subject Property. Rent shall include access to a storage room as agreed. Rent shall increase or decrease effective January 1 of each subsequent year by the amount of the prior year's Rent times the prior year's increase or decrease in the Consumer Price Index.
- Lessor shall have the right to enter into a lease agreement with another Lessee at any time, so long as the new lease start date begins after the termination date of this agreement.
- E. SECURITY DEPOSIT:** Lessee is not required to make a security deposit. At the time Lessee relinquishes the Subject Property, Lessor shall inspect it for any damage which is not considered normal wear and tear. Lessor may hold Lessee responsible for the cost to repair the leased premises in excess of normal wear and tear.
- F. COMMON AREA CHARGES, UTILITIES, REAL ESTATE TAXES AND INSURANCE:** Lessor shall be responsible for all costs related to Common Area Maintenance, Utilities, Real Estate Taxes and Insurance. Lessee will not be responsible for any increases in these expenses during the term of the Lease.
- G. INSURANCE:** During the term of the Lease, Lessee agrees to maintain and to pay for an insurance policy with an insurance company licensed to do business in the State of Indiana. The insurance policy and carrier shall be subject to the reasonable approval of the Lessor. The insurance policy limits shall be for not less than the following amounts: (a) General Liability Two Million Dollars (\$2,000,000), Personal Injury One Million Dollars (\$1,000,000) and Property Damage One Hundred Thousand Dollars (\$100,000).

H. SETTLEMENT: Any improvements to the Subject Property, whether capital or expense, made by Lessee shall be at Lessee's risk and Lessee shall not be reimbursed by Lessor unless agreed to in writing.

I. ACCEPTANCE OF SUBJECT PROPERTY: Lessee has examined the Subject Property before the execution of this Lease and is satisfied as to its condition except for the following: None.

J. MAINTENANCE OF SUBJECT PROPERTY: Lessor shall be responsible for repairs and maintenance except those due to the negligence of the Lessee. Lessee shall notify Lessor immediately upon discovery of any defects in the Subject Property.

Lessee shall be responsible for maintenance on any furniture, fixtures and equipment specific to the operation of Lessee's business.

K. ALTERATION OF SUBJECT PROPERTY: Lessee shall not alter the Subject Property in any way without the prior written consent of Lessor. Improvements made to the Subject Property to date have been approved and accepted by Lessor.

L. USE OF SUBJECT PROPERTY: The Subject Property is to be used by Lessee as a child care facility. The Subject Property shall not be used for any other purpose without the prior written consent of Lessor. Lessee agrees to follow any and all ordinance, statute, regulation or order of any governmental authority, including, but not limited to zoning ordinances and environmental laws.

Lessee further agrees not to permit any nuisance to occur on the Subject Property. Lessee agrees that Lessee will use, maintain and occupy the Subject Property in a safe and proper manner.

Lessee agrees to hold Lessor harmless as to the use, restrictions, and control of the Subject Property during the term of this Lease.

Lessee shall indemnify Lessor as to any and all losses, liability, penalties, damages, costs and expenses, attorney fees, demands, causes of action, claims or judgments resulting from Lessee's occupancy of the Subject Property.

M. SUB-LEASE: Lessee shall not have the option to assign this Lease in whole or in part or sublet the Subject Property without the express written consent of the Lessor who reserves the right to perform due diligence on any potential sub-lessee.

N. ACCESS: Lessor shall be given reasonable access to the Subject Property for inspections.

O. EARLY TERMINATION: Lessee shall have the option to terminate this Lease early by giving 30 day written notice with no penalty.

P. DEFAULT: In the event Lessee fails to comply with any of the terms of this Lease, Lessor shall, at its own discretion, declare Lessee to be in default. Lessee shall have forty-five (45) days to cure any default.

Q. REMEDIES OF DEFAULT: In the event of a monetary default after the applicable cure period, Lessor may impose a default interest rate of eighteen (18) percent per year to accrue daily until paid in full; or take possession of the Subject Property and terminate the Lease. Any attorney fees incurred as a result of default shall be paid by the Lessee.

Notice of default shall be sent to the Lessee at 751 E. Tamarack Trail, Bloomington, IN 47408.

R. PLACE OF RENT ALL PAYMENTS: The rental payments shall be delivered to: 751 E. Tamarack Trail, Bloomington, IN 47408

Lessor and Lessee agree to all of the terms and conditions set forth in this Lease. Any and all alterations are to be offered and accepted in writing. No oral agreements shall be enforceable.

Effective as of the 7th day of January, 2019.

LESSOR
HI Jill's House, LLC

By, Michael J. Emler
Its Member of Manager

LESSEE
House Investments Capital Markets
IX, LLC, dba Jill's House
Intergenerational Preschool

By, [Signature]
Its Manager