

INTERLOCAL LEASE AGREEMENT

THIS INTERLOCAL LEASE AGREEMENT (“Lease”) entered into as of the _____ day of _____, 2025, by and between Town of Greentown, Indiana, an Indiana municipal corporation (“Landlord”), and the Howard County Recycling District, an Indiana political subdivision (“Tenant”).

WITNESSETH:

WHEREAS, The Landlord is the owner of property located in Howard County, Indiana and commonly known as 50 S 900 E, Greentown, IN 46936 (Parcel #: 34-11-04-400-008.000-012) (the “Property”), consisting of 2.62 acres, more or less, as more particularly described in Exhibit A attached hereto (the “Property”).

WHEREAS, the parties hereto wish to enter into a lease arrangement on the terms and conditions hereinafter set forth for certain property more fully described herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained, and for other good and valuable consideration, the exchange and receipt of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

1.1 Landlord’s Demise. Upon the terms and conditions hereinafter set forth, and in consideration of the payment of the rents and the prompt performance by the Tenant of the covenants and agreements to be kept and performed by the Tenant, the Landlord does lease, let, and demise to the Tenant and the Tenant hereby leases the Property from the Landlord,

1.2 Term. The Term (“Term”) of this Lease shall be for a period of ten (10) years, commencing on November 1, 2025 (“Commencement Date”), said Term to end on the last day of the calendar month after the expiration of the ten (10) year term, unless sooner terminated as hereinafter provided. Termination of this Lease shall not release or discharge either party from any obligation, debt, or liability hereunder which shall have previously accrued and remain to be performed upon the date of termination or any other obligations, promises, or covenants contained herein which are expressly made to extend beyond the term of this Lease.

ARTICLE II

2.1 Rent. Tenant shall pay to Landlord One Dollar (\$1.00) per year in consideration for lease of the premises. Rent shall be payable in advance commencing on the Commencement Date and thereafter on or before January 15th during the Term or any Renewal Term, without offset for any amount due or claimed to be due from Landlord to Tenant and without relief from valuation or appraisal laws.

2.2 Damage Deposit. In addition to the payment of Rent, upon execution of this Lease Tenant shall deposit the sum of Zero Dollars (\$0.00) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Property during the Term or any Renewal Term. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Property upon the termination of this Lease.

ARTICLE III

3.1 Use. Tenant shall use and occupy the Property for conducting the business of operating a (i) recycling bin drop off location, or (ii) any other business related thereto, and for any other lawful purpose, subject to the approval of Landlord, which approval shall not be unreasonably withheld.

3.2 Signs. Tenant shall have the privilege of placing on and in the Property and the building of which the Property form a part such signs as Tenant deems necessary and proper in the conduct of Tenant's business, provided (a) Tenant obtains all permits and licenses which may be required for the erection and maintenance thereof and pays the fees for such licenses and permits, (b) such signs may lawfully be permitted to be erected and maintained, and (c) such sign locations, layouts, size, and weight are approved by Landlord.

ARTICLE IV

4.1 Maintenance and Taxes. Tenant shall be responsible for (a) all utility expenses for the Property; (b) Tenant's premiums for liability and fire and extended casualty insurance on the Property; (c) maintenance of the Property, except as set forth below; and (d) all real property taxes and assessments levied or assessed by any lawful authority against the Property and any improvements thereon, including any special assessments, and any costs and expenses incurred in contesting the amount or validity of such taxes, charges, or assessments (such costs and expenses shall be applicable to the period of time for which the item is contested).

Notwithstanding those items set forth in Section 4.1(c), Landlord shall be solely responsible for any and all maintenance of the Property outside the fenced area, including but not limited to lawn and landscaping maintenance. Additionally, Landlord shall be solely responsible for snow and ice removal on the Property.

4.2 Additions, Alterations and Improvements. The Tenant may make alterations and physical additions in or to the Property without first obtaining the consent of Landlord, provided such alterations and physical additions are in accordance with the proposed plans submitted to Landlord with its Application for Improvement Location Permit. All contractors, mechanics, or laborers used by Tenant in performance of any such work shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld. Any and all such additions, alterations, and improvements made by Tenant to the Property which are so attached to the Property that they cannot be removed without material injury to the Property shall become the property of Landlord.

4.3 Liens. Tenant shall keep the Property free from any liens created by Tenant including, but not limited to, mechanic's liens. In the event any lien attaches to the Property, Landlord may, after thirty (30) days' written notice to Tenant, pay the amount of such lien to cause its release and the payment shall be deemed an advance and shall be reimbursed to Landlord within ten (10) days of rendition of a bill or statement to Tenant for such amount, and Landlord shall have the same remedies for the nonpayment thereof as for the nonpayment of rent. Notwithstanding the foregoing, Tenant, at Tenant's sole cost and expense, may elect to contest any lien filed against the Property. If Tenant so elects, Tenant shall place in escrow, with an escrow agent mutually acceptable to Landlord and Tenant, the amount necessary to discharge the lien and may proceed to diligently contest the lien. If the lien contest results in a determination that the lien is invalid or is otherwise released, the escrowed funds shall be returned to Tenant.

ARTICLE V

5.1 Assignment; Sublease. Tenant shall neither assign this Lease, nor any interest therein, nor sublet the Property, or any part thereof, or any right or privilege pertinent thereto, without the prior written consent of Landlord, which said consent shall not be unreasonably withheld in the event of merger, reorganization, or sale of substantially all of the assets of Tenant. Landlord is expressly given the right to assign any or all of its interest under the terms of this Lease.

5.2 Assumption of Lease. If this Lease is assigned or if the Property or any part thereof is sublet, such assignment or subletting shall be upon and subject to all of the terms, covenants, and conditions contained in this Lease, and Tenant shall continue to remain liable thereunder.

ARTICLE VI

6.1 Tenant's Obligations. Tenant shall pay those items set forth in Section 4.1 before any fine, penalty, interest, or cost may be added, or become due or be imposed for nonpayment thereof, all taxes, assessments, rates and charges, transit taxes, charges for public utilities, excises, levies, licenses and permit fees and other governmental charges, general and special, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature whatsoever which at any time during the Term or and Renewal Term, as may be assessed, levied, confirmed, imposed upon, or grow, or become due and payable out of or in respect to, or become a lien on, the Property, or any improvements thereon, or any part thereof or any appurtenance thereto, or otherwise arising out of the rent and income received by the Tenant from subtenants, any use or occupation of the Property, and such franchises as may be appurtenant to the use of the Property, or any document (to which the Tenant is a party) creating or transferring an interest or estate in the Property.

6.2 Obligations Altered. Nothing herein shall require the Tenant to pay municipal, state, or federal income taxes assessed against the Landlord, municipal, state, or federal capital levy, estate, succession, inheritance, or transfer taxes of the Landlord, corporate franchise taxes imposed upon any corporate owner of the fee of the Property.

6.3 Mode of Payment. The Tenant shall pay the taxes and other charges as enumerated in this Article and shall deliver official receipts evidencing such payment to the Landlord, which

payment of taxes shall be made and the receipts delivered, at least ten (10) days before the tax itself would become delinquent in accordance with the law then in force governing the payment of such tax or taxes. If, however, the Tenant desires to contest the validity of any tax or tax claim, the Tenant may do so without being in default hereunder, provided the Tenant gives the Landlord notice of the Tenant's intention to do so and unless Landlord waives this requirement, furnish the Landlord with a bond with a surety made by a surety company qualified to do business in the State of Indiana, or pays cash to a recognized escrow agent in the county in which the Property resides, one and one-half (1½) times the amount of the tax item or items intended to be contested, conditioned to pay such tax or tax items when the validity thereof shall have been determined, and which written notice and bond or equivalent cash shall be given by the Tenant to the Landlord, not later than thirty (30) days before the tax item or items proposed to be contested would otherwise become delinquent.

6.4 Tenant's Default. If the Tenant shall fail, refuse or neglect to make any of the payments required in this Article, then the Landlord may pay the same, and the amount or amounts of money so paid, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such payments, together with interest on all such amounts at the rate of ten percent (10%) per annum, shall be repaid by the Tenant to the Landlord, upon the demand of the Landlord, and the payment thereof may be collected or enforced by the Landlord in the same manner as though such amount were an installment of rent specifically required by the terms of this Lease to be paid by the Tenant to the Landlord, upon the day when the Landlord demands repayment thereof or reimbursement therefor of and from the Tenant; but the election of the Landlord to pay such taxes shall not waive the default thus committed by the Tenant.

ARTICLE VII

7.1 Tenant Indemnification. Tenant shall indemnify and hold harmless Landlord from and against all damages, claims and liability arising from Tenant's control or use of the Property on and after the date of this Lease, including, without limitation, any damage or injury to person or property, including any damages sustained to the Property and by virtue of the Tenant's environmental contamination of the Property after the date of this Lease. This indemnification shall extend to any claim which may be made against Landlord and shall include the responsibility of Tenant to defend Landlord in any litigation to which the Landlord may become a party. The parties hereto agree that Tenant shall be responsible for providing adequate fire and extended casualty insurance, together with a flood insurance rider in an amount of the full replacement value of the improvements on the Property, all risks and liability insurance on the whole of the Property in an amount determined by Landlord, with such companies as Landlord may approve, which approval shall not be unreasonably withheld. Tenant shall have Landlord named as an additional insured or loss payee, as applicable, in all coverages and shall furnish to Landlord annually a certificate of insurance showing such coverages as the Landlord may from time to time determine. The foregoing indemnification shall survive the termination of this Lease.

7.2 Landlord Indemnification. Landlord hereby agrees to defend, indemnify (including reasonable attorney's fees) and hold harmless Tenant at all times from and after the date hereof, against and with respect to any and all actions, suits, proceedings, demands, assessments,

judgments, costs, and legal and other expenses resulting from (i) any breach of warranty or covenant or unfulfillment of any obligations by Landlord under this Lease, (ii) any Hazardous Materials which were spilled, released, or discharged on or from the Property at any time before the date of this Lease, (iii) any violation of any Environmental Laws at any time before the date of this Lease, and/or (iv) any act, omission or negligence of Landlord, its employees, contractors, agents, servants, customers, invitees, lessees, licensees, assignees or concessionaires. Landlord agrees that Landlord shall be responsible for the clean-up and remediation of any Hazardous Materials which were spilled, released, or discharged on or from the Property in violation of any Environmental Laws at any time before the date of this Lease or as a result of any act, omission or negligence of Landlord, its employees, contractors, agents, servants, customers, invitees, lessees, licensees, assignees or concessionaires (“Landlord Environmental Incident”). Landlord further agrees that it shall indemnify and hold Tenant harmless from any loss, cost, fine, penalty, or expense of any kind or nature, including attorneys’ fees, which are attributable to or resulting from a Landlord Environmental Incident. The foregoing indemnification shall survive the termination of this Lease.

7.3 Definitions. As used in this Lease, the term “Hazardous Materials” means any hazardous, toxic, contaminant, petroleum product, pollutant, or dangerous waste, substance, or material, described as such in any Environmental Laws. The term “Environmental Laws” means any federal, state, or local statute, regulation, ordinance, or rule regulating, relating to, or imposing liability or standards of conduct with respect to Hazardous Materials.

7.4 Insurance. During the term of this Lease and any extension thereof, Tenant shall maintain property, casualty, and liability insurance with generally recognized carriers. The amounts of said insurance shall be subject to agreement between Landlord and Tenant and Landlord shall be named as an additional insured on the policies. Tenant shall furnish Landlord with a certificate of insurance upon request. The aforesaid policies of insurance shall also contain a notification clause requiring that Landlord be notified of the cancellation of any coverage in force.

ARTICLE VIII

8.1 Substantial Casualty. If the Property are materially damaged or rendered materially untenantable by fire or other casualty (whether occurring in the Property alone or in the building of which the Property form a part), or if the Property are so damaged or so rendered untenantable by fire or other casualty (whether occurring in the Property alone or in the building of which the Property form a part) that the repair, restoration, or rebuilding of the Property would require more than one hundred and eighty (180) days for completion, Tenant shall have the option, exercisable by written notice given to Landlord within thirty (30) days after the occurrence of such fire or other casualty, to terminate this Lease upon a date specified in said notice, which date shall not be less than five (5) nor more than thirty (30) days after the giving of said notice, and in such event the term hereof shall expire in same manner as if the date specified in said notice were the date herein originally specified for the expiration of the term. If Tenant shall not give such notice, Landlord shall forthwith proceed to repair, restore, and rebuild the Property and said building to its former condition at Landlord’s sole cost and expense, and the rent and additional rent shall abate from the date of such fire or other casualty until the repairs, restoration, and rebuilding shall

be completed. If this Lease shall be terminated pursuant to notice as hereinabove provided, no rent or additional rent shall be payable by Tenant for any period after the date of such fire or other casualty and the same shall be apportioned as of such date and any rent and additional rent paid for any period beyond such date shall be repaid to Tenant. Tenant shall be entitled to pursue any available remedy for payment of damages to Tenant's property. For the purpose of the sale obligation between the parties, in the event of casualty loss to the Property sufficient to trigger Tenant's option to terminate this Lease as provided for in this Section, the damaged improvements (exclusive of land) shall be reappraised so as to determine its post-loss value, with said value, less demolition cost, to become the purchase price with Landlord to retain the proceeds of insurance on Landlord's property paid upon the loss.

ARTICLE IX

9.1 Subordination. This Lease shall be subject and subordinate to valid existing and future first mortgages which now or in future will affect the real property of which the Property form a part. The Landlord of the Property shall be entitled to remortgage the premises at its sole discretion.

9.2 Subordination Agreement. Although no instrument or act on the part of Tenant shall be necessary to effectuate said subordination, Tenant will, nevertheless, execute and deliver such further instruments confirming such subordination of this Lease on the terms aforesaid as may be desired by the holders of such mortgage; provided, a condition to the execution and delivery of the subordination is the non-disturbance of the Tenant's rights and tenancies so long as Tenant is not in default of the terms of this Lease. Tenant hereby appoints Landlord attorney in fact, irrevocably, to execute and deliver any such instruments for Tenant should Tenant fail or refuse within a reasonable time after request to do so.

ARTICLE X

10.1 Events of Default. Any one or more of the following shall be deemed an event of default:

(a) The failure to pay any installment of rental or other monetary sum within ten (10) days after due date; or

(b) Tenant's failure to perform or observe any other covenant, term or condition of this Lease to be performed or observed by Tenant and if curable, the failure continues for thirty (30) days after notice thereof is given to Tenant; provided that, if such breach cannot with reasonable diligence be cured within such time period, Tenant shall have such additional time (not to exceed thirty (30) days) to cure such default; provided further, that such cure is commenced within the initial thirty (30) day period and prosecuted diligently to completion; or

(c) Vacating or abandoning the Property for a period of twenty (20) days or more; or

(d) The levying of a writ of execution or attachment on or against the Property or Tenant's interests therein as the property of Tenant; or

- (e) The filing or execution or occurrence of:
 - (i) A petition in bankruptcy by or against Tenant;
 - (ii) A petition by or against Tenant seeking a reorganization, or other relief of a similar kind under any provision of law or equity;
 - (iii) A general assignment by Tenant for the benefit of creditors; or
 - (iv) The taking by any party of the leasehold created hereby, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity; or
 - (v) The grant of any usage options, Lease rights, encumbrances, easements, hypothecations, liens, pledges, or any other rights in the property without the specific consent of Landlord which may be given or withheld at Landlord's reasonable discretion. Should Tenant attempt to undertake any of the foregoing, this Lease shall terminate immediately and be of no further force and effect and Landlord may retake the premises under Section 10.2 of this Lease; or
- (f) The failure of Landlord to comply with its obligations and covenants in this Lease.

10.2 Landlord's Remedies. Upon the occurrence of any event of default by Tenant, Landlord may, at its option, in addition to any other remedy or right it has hereunder or by law:

(a) Re-enter the Property, without demand or notice, and resume possession by an action in law or equity or by force or otherwise and without being liable in trespass or for any damages and without terminating this Lease. Landlord may remove all persons and property from the Property and such property may be removed and stored at the cost of Tenant.

(b) Terminate this Lease at any time upon the date specified in a notice to Tenant. Tenant's liability for damages shall survive such termination.

(c) Without terminating this Lease, relet the Property without the same being deemed an acceptance of a surrender of this Lease nor a waiver of Landlord's rights or remedies, and Landlord shall be entitled to all amounts due and owing by the Tenant under this Lease less the rent and other payments, if any, actually collected and allocable to the Property or to the portions thereof relet by Landlord. Any reletting by Landlord may be for a period equal to or less than, or extending beyond the remainder of, the Term (or Option Term, if applicable), for the whole or any part of the Property, separately or with other premises, for any sum, to any lessee, and for any use Landlord deems appropriate.

(d) Upon default, Landlord may accelerate all amounts to be paid under this Lease.

10.3 Advances and Interest. Upon the occurrence of any event of default, Landlord may, if such event of default has not been cured, cure that default for the account and at the expense of Tenant. If Landlord in curing such event of default is compelled to pay or elects to pay any sum of money or do any act which will require the payment of any sum of money, the sum so paid or incurred shall be reimbursed by Tenant to Landlord within ten (10) days of rendition of a bill or

statement to Tenant for such costs, and Landlord shall have the same remedies for nonpayment thereof as for nonpayment of rental. All sums as to which Tenant is in default of payment shall bear interest from the date due until paid at the lesser of (i) ten percent (10%) per annum, or (ii) the maximum rate permitted by applicable law.

10.4 Tenant's Remedies. Upon the occurrence of any event of default by Landlord, Tenant's remedies shall be entitled to seek any and all remedy allowed at law or in equity.

10.5 Fees and Costs. In the event either party defaults in the performance of any of the terms, covenants, agreements, or conditions contained in this Lease and either party employs an attorney or attorneys for the enforcement of this Lease, or any part thereof, or the collection of any rental due or to become due hereunder or recover possession of the Property, the defaulting party (as determined by the decision of a court of competent jurisdiction) agrees to pay reasonable attorneys' fees, other professional fees, and costs and expenses incurred by the non-defaulting party in enforcing this Lease.

10.6 Cumulative Remedies. All remedies hereunder are in addition to any remedy allowed at law or in equity.

10.7 Landlord's Cure of Tenant's Default. If Tenant breaches any term, covenant, or condition of this Lease on Tenant's part to be performed, Landlord may, on reasonable notice to Tenant (except that no notice need be given in case of emergency), cure such breach at the expense of Tenant and the reasonable amount of all expenses, including legal fees, incurred by Landlord in doing so shall be deemed additional rent payable on demand.

ARTICLE XI

11.1 Landlord's Representations and Warranties. Landlord hereby makes the following representations and warranties to Tenant, which representations and warranties shall be true and correct at the date of execution of the Lease:

(a) Landlord has not received any notice from any governmental agency indicating that the Property or any portion thereof, or any operation conducted therein, is in violation of any statute, code, ordinance, or regulation, and no such violations exist.

(b) There is no action, suit, litigation, or proceeding of any nature pending or threatened, against or affecting the Property, or any portion thereof.

(c) Landlord is the owner of the Property and has not entered in to any other conflicting leases or encumbered the Property and has the capacity and authority to enter into this Lease.

(d) Landlord has not received any notice and has no actual knowledge of any violations of any applicable zoning ordinance or restrictions.

ARTICLE XII

12.1 Condemnation. If the Property or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called “condemnation”), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than twenty percent (20%) of the total area of the Property or any part of the building is taken by condemnation, Tenant may, at Tenant’s option, to be exercised in writing only within ten (10) days after Landlord shall have given written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession), terminate this Lease as of the date the condemning authority takes such possession. Such termination shall be without prejudice to the rights of either the Landlord or the Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Except as hereinafter provided, neither the Landlord nor the Tenant shall have any rights in or to any award made to the other by the condemning authority. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Property remaining, except that the rent shall be reduced in the proportion that the total area taken bears to the total area of the Property. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall, to the extent of severance damages received by Landlord in connection with such condemnation, repair any damage to the Property caused by such condemnation except to the extent that Tenant has been reimbursed therefor by the condemning authority.

ARTICLE XIII

13.1 Notices. Any notice, demand, request or other communication hereunder given or made by either party to the other shall be in writing and shall be deemed to be duly given if mailed, faxed, e-mailed, couriered, sent by telegram, or any other common method of delivery whether electronic or non-electronic form.

ARTICLE XIV

14.1 Quiet Enjoyment. Landlord covenants that if and so long as Tenant pays the rent and additional rent and performs the terms, covenants, and conditions on Tenant’s part to be performed, Tenant shall peaceably and quietly have, hold, and enjoy the Property for the terms of this Lease, subject to the provisions of this Lease.

ARTICLE XV

15.1 No Waiver. The failure of either party to insist on strict performance of any term, covenant, or condition hereof, or to exercise any option herein contained shall not be construed as a waiver of such term, covenant, condition, or option in any other instance.

15.2 Written Modification. This Lease cannot be changed or terminated orally, but only by an instrument in writing signed by both parties.

15.3 Access to Premises. Landlord may enter the Property at any reasonable time upon reasonable notice to Tenant for the purpose of inspection and to show the same to prospective mortgagees.

15.4 Interruption of Services. Interruption or curtailment of any service maintained in the building of which the Property form a part, or furnished to the Property, if caused by strikes, mechanical difficulties, or any causes beyond Landlord's control whether similar or dissimilar to those enumerated, shall not entitle Tenant to any claim against Landlord or to any abatement in rent, nor shall the same constitute constructive or partial eviction, unless Landlord fails to take such measures as may be reasonable in the circumstances to restore the service without undue delay.

15.5 No Representations. Neither party has made any representations or promises, except as contained in this Lease.

15.6 Tenant Estoppel Certificates. Tenant shall from time to time, upon not less than ten (10) days' prior written request by Landlord, execute, acknowledge, and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing the instruments of modification), the dates to which the rent and other charges have been paid, and whether, to the best of Tenant's knowledge, Landlord is in default hereunder (and if so, specifying the nature of each default).

15.7 Landlord Estoppel Certificates. Landlord shall from time to time, upon not less than ten (10) days' prior written request by Tenant, execute, acknowledge, and deliver to Tenant a written statement certifying as to the matters set forth in Section 15.6, except that it shall certify whether, to the best of Landlord's knowledge, Tenant is in default hereunder, and if so, specifying the nature of each default.

15.8 Recording and Filing. As required by Indiana Code 36-1-7-6, after this Agreement is fully executed and delivered by the Parties, the Tenant shall promptly, and in any event not later than 60 days after the Effective Date, cause this Agreement to be recorded with the office of the Howard County Recorder and filed with the Indiana State Board of Accounts.

15.9 Captions. The captions in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

15.10 Governing Law. All of the rights and remedies of the respective parties shall be governed by the provisions of this Lease and by the laws of the State of Indiana.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Commencement Date, and if this Lease is executed in counterparts, each shall be deemed an original.

“Landlord”

TOWN OF GREENTOWN, INDIANA

By: _____

Print: Scott A. Deyoe

Title: Council President

“Tenant”

HOWARD COUNTY RECYCLING
DISTRICT

By: _____

Print: Tyler O. Moore

Title: President

EXHIBIT A

PT SE4 4-23-5 2.62 AC

Commonly known as: 50 S 900 E, Greentown, IN 46936

Parcel No.: 34-11-04-400-008.000-012