

TENANT APPLICATION FOR BEDC PROGRAM

Docket # 2011-02

Town of Brownsburg, Indiana
Economic Development Commission

1. APPLICANT INFORMATION:

Name of Business: CELEBRITIES OF SCOTTSDALE LLC
INDYCAR & INDY LIGHTS RACE TEAM
Mailing Address: "DBA" BLUE CROWN RACING.
1533 NORTHFIELD DRIVE, Suite # 300
BROWNSBURG, INDIANA 46112
Primary Contact: FREDERIC C. ZIMMERMAN
Telephone Number: (480) 812-5902

2. BUSINESS INFORMATION:

Primary Business Type: INDYCAR RACE TEAM Years in Business: ONE
Target Customers: GENERAL PUBLIC
New to Brownsburg: Yes No
Current number of Employees: EIGHT (8) Average Employee Pay per Hour: \$500 WEEK
Sq Footage of Lease Space: 3750
Monthly Lease Payment: \$1900 Terms of Rental/Lease: 3 YEARS

3. Host Information:

Name of Business: Simpson Properties
Mailing Address: 1650 NORTHFIELD DR. #400
BROWNSBURG IN 46112
Rental Space Address: 1533 NORTHFIELD DR #300
BROWNSBURG IN 46112
Primary Contact: Kim Seals
Telephone Number: (317) 286-3616

4. Signatures / Dates

Applicant's Signature: [Signature] Date of Application: MARCH 14, 2011
Host's Signature: [Signature] Date: 3-24-11

For Office Use Only:

Date Application was received: March 24, 2011

EDC Decision: _____

Brownsburg Economic Development Commission

Financial Assistance Program

*phone 317-852-1120
fax 317-852-1123*

Terms and Definitions

Term	Definition
Applicant Business	An Applicant is a business that is not located in Brownsburg nor has been for the past twelve months that is looking for business plan assistance to rent or lease space from a local business. Newly formed business may also be considered for application.
EDC	Economic Development Commission of the Town of Brownsburg
Local Business	A local business is an entity with a property tax paying facility with appropriate lease space available within the incorporated limits of the Town of Brownsburg and has been approved to participate in the lease or rent program.

Local Business Requirements

This section determines the qualifications of a local business:

- Annual application must be approved and recorded with the Town Manager's Office. The application is due by January of each year and will be reviewed by the EDC during the first January meeting of the EDC. A new facility that receives its certificate of occupancy during the year may apply at any time during that year. . This process will allow the EDC to track active participation.
- The local business leasing or renting must be located within the incorporated limits of the Town of Brownsburg. The local business must be a Member of the Brownsburg Chamber of Commerce.

Local Business must provide the following:

- Availability of phones and broadband internet in all tenant areas of local business facility.
- All local businesses must be ADA compliant.

Applicant Business Requirements

This section determines the qualifications of an Applicant Business. The Economic Development Commission for the Town of Brownsburg has the sole discretion to approve or disapprove any Applicant Business.

- The Applicant Business must be a business that is not currently located in Brownsburg. The Applicant Business must be located in the Town of Brownsburg within ninety days of acceptance into the program.
- A subsidiary or other “related business” to an already existing business in Brownsburg may not be approved by the EDC if the related business does not add substantially additional benefit to the town.
- The Applicant Business is limited to one round of incentives in the local business assistance program. Subsequent applications will be denied.
- The Applicant Business must file an application and Business Plan with the Town Manager of Brownsburg.
- The Applicant Business (or its representative) will be required to sign a reimbursement guarantee if the business breaks the lease to leave Brownsburg and relocate elsewhere.
- The Applicant must be a Member or agree to become a Member of the Brownsburg Chamber of Commerce.

Approved Tenant Requirements

This section determines the requirements an Applicant Business must meet to stay in the local assistance program.

- In order to receive the benefits of the program the Applicant Business must file bi-annual reports which include copies of tax returns or other verifiable financial statements, and employee wage withholding tax records.
- Applicant Business must be actively engaged in business, using the rented space for the originally stated purpose, or some expansion of that business purpose.

Applicants Not Approved

If the EDC denies an Applicant Business, the Applicant has the right to appeal the decision to the Brownsburg Town Council.

Suggested of Assistance

This section suggests the financial assistance available to the applicant business from the EDC but in no way guarantees or limits the amounts.

Term of Rental / Lease	Available number of Months Assistance	Maximum Lease Guarantee to Local Business	Month(s) Assistance is Paid to Applicant and Local Business
18 months	2 months	2 month	Ninth month / 16 th month
24 months	3 months	3 months	Sixth / Twelfth / Eighteenth
36 months	4 months	4 months	Sixth / Twelfth / Eighteenth / Twenty-fourth

Maximum rental benefit will be determined by the EDC

Each check will be cut with both the Local Business and the Applicant Business.

If an Applicant Business changes space within the same Local Business, the original Financial Assistance Program is still applicable.

Early Termination of Financial Assistance Program

If an approved Applicant Business breaks a lease the following actions will be evaluated and appropriate action taken.

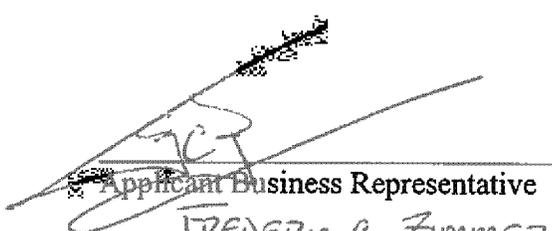
- To build their own building in Brownsburg should be done with the mutual consent of the local business to avoid lawsuit and loss of EDC assistance. If parties are in agreement no action will be taken by the EDC except the EDC assistance will be stopped at the time the applicant leaves the property of the local business.
- To leave Brownsburg, the Town will stop payments ASAP and will pursue collection of the amounts already paid to Applicant Business with the assistance and cooperation of the local business.
- Business closes- No action as collection efforts will be fruitless if the business closes.

8:

Objectives of the Financial Assistance Program

1. Business Development. Create an environment in actual business settings where startup and other businesses new to Brownsburg are established in Brownsburg, in existing, tax paying facilities.
2. Create a program where landlords, with existing business and marketing networks mentor and participate in the development of their business tenants.
3. The Financial Assistance Program will be administered by the EDC.
4. The Financial Assistance Program will use certified tech park recoupment funds and other economic development funding dollars to bring new business to the town and to promote the well being of existing businesses.

Both Applicant and Local Business representatives must sign this statement that They have received, read and understand all Terms and Definitions involved in the application for financial assistance from the Town of Brownsburg. This includes but is not limited to the reimbursement statements on page 2 under Applicant Business Requirements and the statement requiring collection assistance from the local business stated under Early Termination on page 3.


Applicant Business Representative

FREDERIC C. ZIMMERMAN

Date

MARCH 14, 2011


Local Business Representative

Date

3-24-11

Celebrities of Scottsdale LLC
dba **BLUE CROWN RACING**
1533 Northfield Drive
Suite #300
Brownsburg, IN 46112
Main # 317.852.1934
Fax # 317.852.1397

BUSINESS PLAN

Our Company will be leasing approximately 4000 sq.ft. in Brownsburg, IN within an industrial park convenient to Interstate 74 directly west of the Indianapolis Motor Speedway. This industrial park titled *Simpson Properties* is home to many race car teams and related businesses. Celebrities of Scottsdale, dba **BLUE CROWN RACING**, previously located at 150 Gasoline Alley in Indianapolis. The Gasoline Alley address building was deteriorating thus becoming unappealing and unusable. Therefore, **BLUE CROWN RACING**, an Indy Car race team, moved to the Simpson properties because of newly constructed buildings, ease of access to Interstate 74, and the attractive city of Brownsburg, all of which are important to image and performance for sales and marketing for an Indy Car team soliciting sponsorship companies. Employment at **BLUE CROWN RACING** can fluctuate between 8 to 15 employees depending on the race season and how many race cars the Team enters into competition.

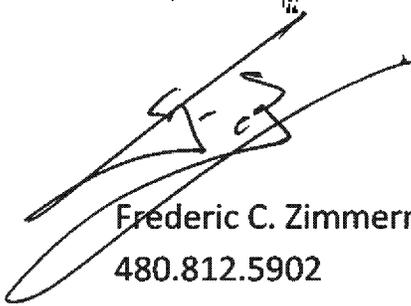
BLUE CROWN RACING has entered into a 3 year lease at this location, establishing efficient first class offices and shop to compete in the Indy Car and Indy Lights Series. The business facility shall maintain the race cars, develop racing strategies, create sales and marketing opportunities for companies nationally for advertising, media exposure and marketing sponsorship companies within the Indy Car Series.

The owners of **BLUE CROWN RACING** are William T. Kelsey and Frederic C. Zimmerman, both Indiana residents for over 30 years and involved in open wheel racing since 1997. Penny Zimmerman, Frederic's wife, is in charge of sales and

marketing. Celebrities of Scottsdale LLC, dba **BLUE CROWN RACING**, offers its clients a complete administrative advertising format based around the development and participation in the auto racing industry. Sponsorship of **BLUE CROWN RACING** offers clients unprecedented media exposure, advertising and marketing for their company services and products.

Sponsorship contracts start at \$10,000 per race for the name decal placement of the sponsoring company placed on the race cars, team uniforms and support race equipment, giving the sponsoring company media advertising exposure on television, in written media and live action race fans at each event. This facility occupied by **BLUE CROWN RACING** shall operate this business in Brownsburg, IN as a full service advertising, marketing, promotional company in conjunction with operating a complete competition race car team looking for as many race car wins as possible.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'F. Zimmerman', is written over a horizontal line. The signature is stylized and somewhat cursive.

Frederic C. Zimmerman
480.812.5902

COMMERCIAL LEASE

This LEASE is made between **SIMPSON PROPERTIES** of 1650 Northfield Drive, Ste 400, Brownsburg, IN 46112, herein called Lessor, and Celebrities of Scottsdale, LLC, herein called Lessee. Lessee hereby offers to lease 3,750 square feet located at:

**1533 Northfield Drive, Suite #300
Brownsburg, IN 46112**

Upon the following **TERMS** and **CONDITIONS**:

1. **Term and Rent.** Lessor demises the above premises for a term of 3 year(s), commencing March 4, 2011 and terminating on March 3, 2014, or sooner as provided herein. The rental to be paid by the Lessee for the premises shall be the sum of One Thousand Nine Hundred dollars (\$1625.00) per month. Said rental shall be paid in advance on or before the first day of each calendar month.

If rent is not received by the 10th day of the month a late charge of \$50 will be due immediately. If any rent check is returned unpaid by the bank, a NSF fee of \$25 will be charged. All rental payments shall be made to Lessor, at the address specified above. Lessee agrees at the expiration of this lease to peacefully surrender and deliver the leased premises to the Lessor.

2. **Condition of Premises.** Lessee shall provide Lessor written notice of any defects in the leased premises within five (5) days of taking occupancy. In the event Lessee fails to notify the Lessor, Lessee shall be deemed to have accepted the leased premises in the present condition, waiving all claims for defects or otherwise.

3. **Surrender/Holdover.** If Lessee continues to hold possession with the consent of the Lessor after expiration of the term this Lease, then such holding over shall not be deemed a renewal of the Lease for the whole term, but Lessee shall be deemed to be "Lessee" for a month-to-month basis only, at the same monthly rent as herein provided and upon the same terms and conditions to herein specified; EXCEPT that the Lessor may at its option increase the rent for such holdover period upon TEN days written notice to Lessee prior to such rent increase.

4. **Use.** Lessee shall use and occupy the premises for Indy Race Car Team. The premises shall be used for no other purpose. Except as permitted as part of Lessee's use set forth herein, it is understood by Lessee that there is to be no body or fabrication work within the unit during the term of this lease.

5. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear expected. Lessee shall be responsible for all repairs required, except the roof, exterior walls and structural foundations, which will be maintained by the Lessor.

The Lessee also acknowledges that the outside maintenance, lawn care, snow removal and ect. will be billed to them at a quarterly prorated amount, based on the percentage of building occupied, for these services. A copy of invoices/billing statements will be available from the Lessor upon request.

6. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed, make any alterations, additions or improvements, in, to or about the premises. Notwithstanding the foregoing, Lessee shall be permitted to make non-structural, interior alterations (i.e., painting, floor coverings, partitions, etc.) with the prior written consent of Lessor.

 3-4-2011

7. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

8. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld, conditioned or delayed. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

9. **Utilities.** In addition to the rental amount, all applications and connections for necessary utility services on the demised premises will be billed to Lessor, unless stated otherwise below

Electricity:	Lessee's responsibility	"
Gas:	Lessee's responsibility	"

The Lessee shall be billed quarterly a prorated amount, based on the percentage of building occupied, for utilities provided by Lessor. These include but are not limited to: water, house lights, sprinkler systems, and trash removal.

These amounts are due no later than the end of the month at the end of each quarter or they will be subject to a 5% late fee. The Lessor reserves the right to adjust the amount charged for any utilities depending on actual usage, subject to the limitation set forth in Section 5 hereinabove. A copy of invoices/billing statements will be available from the Lessor upon request.

10. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease to place upon the premises any usual "For Rent" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

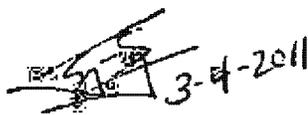
11. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered with fifteen (15) days of the commencement of the term hereof.

12. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, except if arising out of Lessor's gross negligence or willful misconduct.

13. **Insurance.** Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damages, no matter how caused.

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

14. **Eminent Domain.** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, including access thereto, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

 3-4-2011

15. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repair shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time not to exceed one hundred eighty (180) days, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs within one hundred eighty (180) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor or Lessee may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease upon written notice from either Lessor or Lessee to the other party hereto.

16. Lessor's Remedies on Default. The following shall constitute an event of default by Lessee: (i) Lessee shall fail to pay any monthly installment of rent or quarterly installment of Operating Expenses within ten (10) days after the same shall be due and payable; provided, however that Lessor shall provide Lessee with a written notice of such late payment and Lessee shall then have an additional five (5) days to cure such default, or (ii) Lessee shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed hereunder for a period of thirty (30) days after notice thereof from Lessor to Lessee. In the event of default, Lessee agrees to peacefully and without question surrender and deliver the leased premises to the Lessor. Lessee agrees that upon such default the last months rent (or deposit) received by Lessor at the beginning of the lease will not be refunded to Lessee. Lessee agrees to return all keys provided and empty the unit of their property at once. It is understood by Lessee that Lessor will have the locks changed and take possession of the property on the 30th day following the 1st of the month that rent is not received. If eviction proceedings are necessary, Lessee also agrees that an additional Two Thousand Dollars (\$2,000.00) will be due to Lessor for court filings, legal fees and administrative expenses.

3-4-2011
17. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of _____ as security for the performance of Lessee's obligation under this lease, including without limitations the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of the Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

The security deposit if not applied toward the payment of damages, repairs, utilities or costs, including attorney fees suffered by the Lessor by reason of Lessee's breach of this Lease, shall be returned to Lessee within thirty (30) days from the termination of this Lease. Lessor shall not be required to keep the Security Deposit as a separate fund, but may commingle the Security Deposit with its own funds. Holding or applying the Security Deposit shall not limit Lessors right to exercise all remedies under this Lease and/or provided by law, nor shall Lessor's recovery or damages be limited to the amount of the Security Deposit, less appropriate charges apply.

18. Tax Increase. In the event there is any increase during any year of the term of this lease in the City, County, or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid bills an amount equal to 100% of the increase in taxes upon the land and building in which the lease premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year. Any necessary increase will be prorated between all units of the premises.

19. Common Area Expense. In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area.

20. **Attorney's Fees.** In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

21. **Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver

22. **Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

23. **Heirs, Assigns, Successors.** This lease is binding upon and insures to the benefit of the heirs, assigns and successors in interest to the parties.

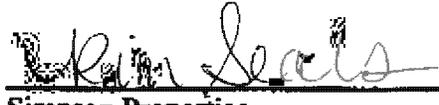
24. **Option to Renew.** Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of TBD year(s) commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$ TBD. The option shall be exercised by written notice given to Lessor not less than sixty (60) days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

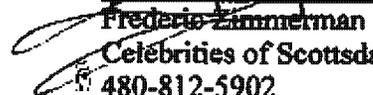
25. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property; provided, however, such subordination is contingent upon the mortgagee under any mortgage encumbering the leased premises entering into an agreement providing for the non-disturbance of Lessee so long as Lessee is not in default under this lease.

26. **Radon Gas Disclosure.** As required by law, Lessor makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in N/A. Additional information regarding radon and radon testing may be obtained from your county public health unit.

27. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof.

Signed this 4th day of MARCH, 2010 

BY: LESSOR: 
Simpson Properties
1531 Northfield Drive, Suite #400
Brownsburg, IN 46112

LESSEE: 

Frederic Zimmerman
Celebrities of Scottsdale, LLC
480-812-5902

ADDENDUM TO LEASE AGREEMENT COMMUNITY POLICIES SIMPSON PROPERTIES

Keys and Locks: Lessees will be provided with 2 keys for your unit and a mailbox key, if applicable. All keys must be turned in upon vacating the unit; otherwise you will be charged \$25 per key. Entry door locks may be changed however lessees must provide the Lessor or property manager designed by Lessor with an entry key. A locksmith can be recommended upon request.

Notice to Vacate: Lessees are required to submit written notice to the Lessor or property manager designated by Lessor 60 days prior to the lease termination date if they do not intend to vacate. Security deposits are NOT applied to last month's rent. Charges for repairs/damages will be deducted from the security deposit and any remaining amount will be refunded within 30 days of vacating.

Actions of Lessees and Guests: Lessees are responsible for the actions of their employees, customers and themselves and agree to reimburse the owner for any vandalism or damages caused by these parties. This includes any damages to the buildings, units, lot, etc.

Trash: All non-recyclable trash is to be placed in plastic bags and deposited into the designated dumpsters. No tires, paints, fuels, oil, batteries or other "hazardous" materials are permitted in these dumpsters. Large boxes and pallets must be broken down before being thrown into the dumpster. Absolutely nothing should be placed inside or alongside the dumpster area. No trash should be stored outside any units. Dumpster areas should be kept as clean and free from debris as possible. Charges incurred for cleaning of the dumpster areas will be pro-rated and charged to all lessees.

Signage: Company name/logo decals are permitted on the doors of each unit. Lessees are permitted to install signs with approval from management.

Communication: With the number of lessees that we have the best way for management to communicate with lessees is via email. It is desired that all correspondence from lessees including notices, complaints, etc. be provided via email at properties.simpson@gmail.com email addresses for all lessees are strongly desired. Lessee can also fax at 317-286-3617 or phone 317-286-3616.

Storm Drains: Due to environmental issues, the Indiana Department of Environmental Management and the Town of Brownsburg have implemented rules and guidelines regarding water drainage. The Town of Brownsburg does not permit the washing of vehicles/equipment of paved/impermeable surfaces.

In an effort to protect water quality and the environment we are enforcing the Town's requirements and not permitting the washing of vehicles on the property. Spraying off lessee's vehicle with clean water is acceptable, however, all dirt, etc. needs to be sprayed down into the drain.

The use of biodegradable or "green" soaps and chemicals can be used but some of these take up to 10 years to biodegrade. For those lessees who provide a service which results in water drainage, proof of green chemical use and environmental certification must be submitted to Lessor.

Anyone who does not abide by this rule will be evicted immediately and could possibly be fined by the Town of Brownsburg.

Parking: For every 2,000 sq ft leased lessee are entitled to 2 passenger vehicles and 1 tractor/trailer. The


3-4-2011

gravel lot is designated tractor/trailer and/or RV over flow parking. Only lessee, employee and business related vehicles are permitted to be parked on the property. All inoperative vehicles will be removed from the premises without prior notification at the vehicle owner's expense. Only vehicles that are directly related with the business use stated in item 4 of the lease are permitted. Passenger vehicle parking is only permitted on the paved areas of the property.

RV's/Motor homes are permitted on the lot, however, are not permitted to be hooked up unless prior arrangements have been made with Lessor. There will be a monthly fee of \$100 to run a motor home through the premises.

Notwithstanding the foregoing, the undersigned lessee shall be permitted to use the parking areas allowed in conjunction with the permitted use of the leased premises set forth in Section 4 of the lease, including without limitation the storage of modular containers.

Vacating the premises: When lessee is ready to vacate the premises the unit must be left in a substantially similar condition as it was when such lessee took possession, reasonable wear and tear excepted. Walls must be wiped down, drywall damage must be repaired, any other damages to the property must be repaired and if lessee has animals the carpet must be professionally cleaned. All fixtures which are not removable without causing damage to the premises must remain with the property. Lessee will be responsible for rent until the property has been returned in acceptable condition and all keys have been returned back to Lessor.

Unlock Service: Occasionally lessees will lock themselves out of their units or send people to their shop while they are away and ask that Lessor allow them access. There will be a \$20 fee for unlocking someone's unit. We will not permit anyone in your unit without a written request from the lessee. Email is desired but a hand written request followed by a phone call will be acceptable.

Notary Service: Lessor has a notary service. There is \$5.00 fee per document notarized.

LESSEE:

S.S. 3-4-2011
[Redacted]
Frederic Zimmerman
Celebrities of Scottsdale, LLC
480-812-5902

ERIC.ZIMMERMAN51@YAHOO.COM

LESSOR:

Ken Seal
Simpson Properties
1531 Northfield Drive, Suite #400
Brownsburg, IN 46112

