

LEASE SUMMARY

This Lease Summary (“Summary”) is part of the Office Lease Agreement (the “Lease”) dated as of August 16, 2022, by and between First Interstate Bank, a Montana state chartered bank (“Landlord”) and Marshall County Iowa (“Tenant”).

1. **Building.** The Building located at 11 North First Avenue, Marshalltown, Iowa 50158 and commonly known as the First Interstate Bank building.
2. **Premises.** Certain office space located within the Building, being approximately 6,472 square feet of rentable space located on the second floor, as further described within Exhibit A of this agreement.
3. **Parking.** Landlord shall provide and maintain shared common parking for the use of Tenant’s employees and its invitees.
4. **Base Rent.** For the period commencing September 1, 2022, annual rent in the amount of \$28,153.20 (6,472 sq. ft. x \$4.35/sq. ft.), payable \$2,346.10 per calendar month, with all payments due on the first day of each month, as set forth below:

| Marshall County Iowa - Rent Schedule (6,472 Sq. Ft.) | | | |
|--|-----------------------|---------------------------|--------------------------|
| <i>Period</i> | <i>Rate / Sq. Ft.</i> | <i>Total Monthly Rent</i> | <i>Total Annual Rent</i> |
| September 1, 2022 - December 31, 2022 | \$ 4.35 | \$ 2,346.10 | \$ 28,153.20 |
| January 1, 2023 - TBD (Month to Month) | \$ 5.44 | \$ 2,932.63 | \$ 35,191.50 |

5. **Commencement Date.** September 1, 2022.
6. **Initial Term.** (a) The period beginning the Commencement Date and (b) thereafter, a period of four (4) consecutive calendar months ending at 11:59 p.m. on December 31, 2022 (the “Expiration Date”).
7. **Renewal Term.** Intentionally omitted.
8. **Renewal Term Base Rent.** Landlord will reasonably determine any renewal term base rent but under no circumstance, will the renewal term base rent be lower than the current rate as of the expiration of this lease agreement.
9. **Security Deposit.** \$0.
10. **Permitted Use.** General business office, together with such other uses, if any, consented to by Landlord from time to time.

11. Notices.

To Landlord: First Interstate Bank
Attn: SVP, Corporate Real Estate
1070 NW Bond Street, Suite 301
Bend, OR 97703
Tel: (541) 330-7541
Email: brian.bergler@fib.com

Rent Payment Address: First Interstate Bank
Attn: Finance
PO Box 30918
Billings, MT 59116

To Tenant: Marshall County Iowa
Attn: Nan Benson
1 E. Main Street
Marshalltown, IA 50158
Tel: (641) 844-2711
Email: nbenson@marshallcountya.gov

OFFICE SPACE LEASE

This Office Space Lease (“Lease”) is made on as of the date set forth on the Lease Summary (the “Agreement Date”) by and between First Interstate Bank, a Montana state chartered bank (the “Landlord”) and Marshall County Iowa (the “Tenant”), further identified in the Lease Summary attached to this Lease.

RECITALS

- A. Landlord owns the Building and desires to lease the Premises to Tenant.
- B. Tenant desires to the lease the Premises from Landlord on the terms of this Lease.

In consideration of the above, Landlord and Tenant agree as follows:

1.0 Definitions and Summary.

1.1 Definitions. Capitalized terms shall be accorded the meaning given such terms in this Lease or in the Summary.

1.2 Summary. The Lease Summary is incorporated into and is a material part of this Lease. In the event of a conflict between any term expressed in the Summary and this Lease, the Summary shall prevail to the extent necessary to resolve the conflict.

2.0 Lease of Premises.

2.1 Lease. Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, according to this Lease.

2.2 Term and Renewal. The lease of the Premises commences on the Commencement Date and terminates on the Expiration Date (being defined as the “Initial Term”). If Tenant is not then in default under this Lease, Tenant may renew this Lease for the Renewal Term (if any, as defined in the Summary) by providing written notice of renewal to Landlord not later than the 90th day preceding the Expiration Date. The Initial Term together with the Renewal Term, if any, are referred to as the “Term” in this Lease.

3.0 Rent.

3.1 Base Rent. Tenant shall pay Landlord the Base Rent during the Initial Term as set forth in the Summary.

3.2 Renewal Term. If Tenant elects to renew this Lease for the Renewal Term, Tenant shall pay Landlord the Renewal Term Base Rent.

3.3 Rent. “Rent” means the Base Rent or the Renewal Term Rent, as the case may be, together with such additional items that may become due from Tenant to Landlord under this Lease.

3.4 Payment of Rent. Tenant will pay Landlord the Rent in advance on the Commencement Date and on or before the first day of each calendar month during the Term of this Lease at the Landlord's address on the Summary. Rent shall be paid without prior demand and without any abatement, deduction or setoff. If the Commencement Date occurs on a day other than the first day of a calendar month, or if the Expiration Date occurs on a day other than the last day of a calendar month, then the monthly rent for the fractional month will be prorated on a daily basis based upon the actual days elapsed.

4.0 Taxes.

4.1 Tenant's Obligations. Tenant will pay the following taxes and assessments, assessed, levied, confirmed, or imposed with respect to any period during the Term:

4.1.1 Taxes or assessments upon, measured by, or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures, and other personal property located in the Premises, or by the cost or value of any Improvements (as defined in Section 10.1 below) made in or to the Premises by or for Tenant.

4.1.2 Taxes or assessments upon or measured by the monthly rent, including, without limitation, any sales or use tax, gross receipts tax or excise tax with respect to the Rent.

4.1.3 Taxes or assessments upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use, or occupancy of all or any part of the Premises by Tenant.

4.1.4 In the event the Premises and the Improvements are not separately assessed by the taxing authorities and Tenant is responsible for payment of a portion of the taxes or assessments, Landlord will forward each tax statement to Tenant within twenty (20) days after the date Landlord receives the statement from the relevant taxing authority. Subject to timely receipt from Landlord of notice of the relevant taxes, Tenant shall, prior to delinquency, pay to Landlord that portion of the taxes owed by Tenant. Landlord and Tenant agree to reasonably cooperate with each other to reduce the taxes that may be levied or assessed with respect to the Premises, Improvements and Tenant's use thereof, and they shall use commercially reasonable efforts to cause the county assessor in the county in which the Premises are located to separately assess the property of Landlord and Tenant.

4.2 Landlord's Obligations. Landlord will pay all taxes and assessments upon, measured by or attributable to the Building, the real property or, except as provided in Section 4.1, the income or receipts of Landlord.

4.3 No Liens. Tenant will pay all taxes for which it is obligated on or prior to the date upon which such taxes shall become due and in any event prior to the date upon which the taxes shall or may become a lien upon the Premises or the Building or any other property of Landlord.

4.4 Right to Contest Taxes. Tenant will have the right to contest the amount or validity, in whole or in part, of any tax by appropriate proceedings diligently conducted in good faith, only

after paying the tax or posting such security as Landlord may reasonably require in order to protect the Premises against loss or forfeiture. Upon the termination of those proceedings, Tenant will pay the amount of the tax or part of the tax as finally determined, the payment of which may have been deferred during the prosecution of the proceedings, together with any costs, fees, interest, penalties, or other related liabilities. Landlord will not be required to join in any contest or proceedings unless the provisions of any law or regulations then in effect require that the proceedings be brought by or in the name of Landlord. In that event, Landlord will join in the proceedings or permit them to be brought in its name; however, Landlord will not be subjected to any liability for the payment of any costs or expenses in connection with any contest or proceedings, and Tenant will indemnify Landlord against and save Landlord harmless from any of those costs and expenses.

5.0 Utilities.

5.1 Utilities. During the Term and during the regular business hours of the Building, Landlord will provide the Premises with all water, gas, electricity, heat, ventilation and cooling generally available in the Building and consistent with the maintenance and use of the Premises as commercial office space (the "Utilities"). Tenant has investigated to Tenant's satisfaction, the Utilities and the location of the Utilities on the Premises, accepts the Premises, and enters this Lease solely in reliance upon such investigation. Tenant is solely responsible for the relocation or addition of Utility services to the Premises from the current location of such services. Tenant is solely responsible for the provision of telephone and communications services used by Tenant on the Premises during the Term, whether or not the services are billed directly to Tenant. Tenant will also procure, or cause to be procured, without cost to Landlord, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any of the services to and upon the Premises.

5.2 Cost of Utilities. Landlord will pay for the cost of providing the Utilities together with any costs of maintenance, repair and replacement of the systems used for the delivery of the Utilities to the Premises. Notwithstanding the foregoing, Landlord may assess Tenant, as additional Rent, charges for use of Utilities by Tenant in excess of the reasonable and customary usage of such Utilities by Building tenants generally.

5.3 Janitorial. Tenant will provide janitorial or similar services for the Premises at Tenant's sole expense.

6.0 Insurance.

6.1 "All-Risk" Coverage. Tenant will, at its sole expense, obtain and keep in force, during the Term of this Lease, "all-risk" coverage insurance for Tenant's furniture, fixtures, equipment, inventory, or other personal property in the full replacement value of such property and subject to such reasonable and customary terms for business of like kind and nature to Tenant's business.

6.2 General Liability. Tenant will, at its sole expense, obtain and keep in force during the Term of this Lease commercial comprehensive general liability insurance with a combined

single limit of not less than Two Million Dollars (\$2,000,000) for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property. The liability insurance will be noncontributing with any insurance that may be carried by Landlord and will contain a provision that Landlord, although named as an insured, will nevertheless be entitled to recover under the policy for any loss, injury, or damage to Landlord, its agents, and employees, or the property of such persons.

6.3 Other Matters. All insurance required under this Lease will be issued by companies authorized to transact business in the state in which the Building is located and otherwise reasonably acceptable to Landlord. All insurance policies will (a) be subject to approval by Landlord as to form and coverage, (b) will expressly provide that the policies will not be canceled or altered without thirty (30) days' prior written notice to Landlord, and (c) will, to the extent obtainable, provide that no act or omission of Tenant which would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained.

6.4 Additional Insureds. All policies of liability insurance that Tenant is obligated to maintain will name Landlord, and such other persons or firms as Landlord reasonably specifies from time to time, as additional insureds. Original or copies of original policies (together with copies of the endorsements naming Landlord, and any others specified by Landlord, as additional insureds) and evidence of the payment of all premiums of such policies will be delivered to Landlord prior to Tenant's occupancy of the Premises and from time to time as Landlord may reasonably request. No insurance required to be maintained by Tenant will be subject to any deductible without Landlord's prior written consent.

6.5 Waiver. Landlord and Tenant waive all rights to recover against each other or against any other Tenant or occupant of the Building, or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors of each of theirs or of any other Tenant or occupant of the Building, for any loss or damage arising from any cause covered by any insurance required to be carried by each of them under this Lease or otherwise carried by Landlord or Tenant. Landlord and Tenant will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Building or the Premises or the contents of either of them.

7.0 Use.

7.1 Permitted Use. Tenant will use the Premises solely for the Permitted Use.

7.2 No Nuisance. Tenant will use the Premises so as not to cause a public or private nuisance or to otherwise unreasonably disturb the occupancy or use of the Building by the Landlord or any other occupant or tenant of the Building.

7.3 Building Rules. Tenant will comply with the rules and regulations of the Building adopted by Landlord from time to time. Upon request of Tenant, Landlord shall provide Tenant with a copy of the Building rules and regulations then in effect. Landlord shall provide Tenant with reasonable notice of any changes to the Building rules and regulations.

7.4 Compliance with Law.

7.4.1 Tenant will not use or occupy, or permit any portion of the Premises to be used or occupied (a) in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement (collectively the “Laws”); or (b) in any manner or for any business or purpose that creates risks of fire or other hazards, or that would in any way violate, suspend, void, or increase the rate of fire or liability or any other insurance of any kind at any time carried by Landlord upon all or any part of the Building or its contents.

7.4.2 Tenant will, and will cause the Premises to, remain in compliance with all applicable Laws relating to public health and safety and protection of the environment, including, without limitation, laws, ordinances and regulations governing the use, generation, transportation or disposal of hazardous or deleterious substance or materials (the “Environmental Laws”).

7.4.3 Tenant will not permit to occur any release, generation, manufacture, storage, treatment, transportation, or disposal of hazardous deleterious substance or material on, in, under, or from the Premises. Tenant will promptly notify Landlord, in writing, if Tenant has or acquires notice or knowledge that any hazardous or deleterious substance or material has been or is threatened to be released, discharged, disposed of, transported, or stored on, in, under, or from the Premises.

7.4.4 For purposes of this Lease, “hazardous or deleterious substance or material” means:

(a) “hazardous substances” or “toxic substances” as those terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601, et seq., or the Hazardous Materials Transportation Act, 49 U.S.C. § 1802,

(b) “hazardous wastes,” as that term is defined by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6902, et seq., as amended to this date and as amended after this date;

(c) any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste substance or material, all as amended to this date or as amended after this date;

(d) any radioactive material, including any source, special nuclear, or byproduct material as defined at 42 U.S.C. § 2011, et seq.,

(e) asbestos in any form or condition; and

(f) polychlorinated biphenyls (“PCB’s”) or substances or compounds containing PCB’s.

7.5 Notices. Tenant will immediately notify Landlord and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Premises or compliance with Laws including the Environmental Laws. Tenant will promptly cure and have dismissed with prejudice any of those actions and proceedings to the satisfaction of Landlord. Tenant will keep the Premises free of any lien imposed pursuant to any Law.

7.6 Signs. With the prior consent of Landlord, Tenant may install signs in the Premises and the entry to the Premises in accordance with (a) federal, state, and local statutes, laws, ordinances, and codes, and (b) Building rules or regulations. Tenant will not install signs on any other portion of the Building interior or exterior, except as Landlord may provide for Building tenants generally (other than Landlord) or as Landlord may consent to (which consent Landlord may grant or withhold in Landlord’s sole discretion).

8.0 Assignment or Sublease.

Landlord Consent Required. Tenant will not assign this Lease in whole or in part nor sublease all or part of the Premises without Landlord’s prior written consent, which Landlord agrees will not be unreasonably withheld or delayed.

9.0 Repairs and Maintenance.

9.1 Tenant Obligations. Tenant, at its sole cost and expense, will maintain the Premises and make repairs, restorations, and replacements to the Premises as and when needed to preserve them in good working order and condition and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or noncapital, or the fault or not the fault of Tenant, its agents, employees, invitees, visitors, or contractors. All repairs, restorations, and replacements will be in quality and class equal to the original work or installations. If Tenant fails to make repairs, restorations, or replacements, Landlord may make them at the expense of Tenant and the expense will be collectible as additional Rent to be paid by Tenant within fifteen (15) days after delivery of a statement for the expense.

9.2 Landlord Obligations. Landlord will, at its sole cost and expense, maintain the Building, excepting only the Premises, in good order and condition, reasonable wear and tear excepted.

10.0 Tenant Improvements.

10.1 Tenant Improvements. Tenant will not make any alterations, additions, or improvements (the “Improvements”) to the Premises without Landlord’s prior written consent. Tenant will provide Landlord with plans, drawings and specifications and additional information (the “Plans”) as Landlord may reasonably request for Landlord’s consideration of proposed Improvements.

10.2 Completion of Improvements. If approved by Landlord, Tenant will complete all Improvements (a) in accordance with the Plans, (b) in compliance with the rules and regulations of the Building and applicable permits, authorizations, licenses, certificates of occupancy and governing law, and (c) in a good and workmanlike manner consistent with the standards and quality of construction and materials customary in the Building. Nothing herein contained shall imply any consent or agreement on the part of Landlord to subject Landlord's interest in the Premises to liability under any mechanics' or other lien law.

10.3 Ownership of Improvements. Unless otherwise provided in this Lease or by separate agreement of the parties, all Improvements, whether temporary or permanent in character, made in or upon the Premises by Tenant, will immediately become Landlord's property and at the end of the Term will remain on the Premises without compensation to Tenant. By notice given to Tenant not less than ninety (90) days prior to the end of the Term, Landlord may require that Improvements made in or upon the Premises be removed by Tenant. In that event, Tenant will remove the Improvements at Tenant's sole cost and will restore the Premises to the condition in which they were before Improvements were made, reasonable wear and tear excepted.

11.0 End of Term.

Delivery of Premises. At the end of Term or upon other termination of this Lease, Tenant will surrender the Premises in good order and condition, reasonable wear and tear excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, whether or not the trade fixtures or equipment are fastened to the Building. Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent if the trade fixtures or equipment are used in the operation of the Building or if the removal of the fixtures or equipment will impair the structure of the Building. Tenant will remove Improvements, trade fixtures, equipment, and furniture that Landlord has requested be removed. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and Improvements. All trade fixtures, equipment, furniture, or Improvements not so removed will conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant or to any other person and without obligation to account for them. Tenant will pay Landlord all expenses incurred in connection with Landlord's disposition of such property, including without limitation the cost of repairing any damage to the Building or Premises caused by removal of the property. Tenant acknowledges that Landlord holds a storage lien as provided under applicable law for Landlord's storage of Tenant's trade fixtures, equipment, furniture, or Improvements from the time Landlord takes possession thereof until disposed of.

12.0 Damage or Destruction.

12.1 Damage to Premises and Building. If the Building or the Premises are damaged or destroyed by reason of fire or other cause (other than by reason of an act or omission of Tenant) rendering the Premises materially untenable for the Permitted Use, Landlord will promptly repair or rebuild the Premises at Landlord's expense, so as to make the Premises tenantable for the Permitted Use. Landlord will not be obligated to rebuild or repair the Building or the Premises and may terminate this Lease upon thirty (30) days written notice to Tenant if (a) greater than

twenty-five percent (25%) of the Building has been damaged or destroyed or (b) there then remains less than twelve (12) months in the existing Term of the lease (without regard to any renewal or right to renew) or (c) in Landlord's reasonable judgment the insurance proceeds to be received by Landlord are insufficient to repair or rebuild the Building or the Premises to the condition enjoyed immediately prior to the damage or destruction. Landlord will determine whether to rebuild or restore the Premises or the Building within ninety (90) days of the occurrence of the damage or destruction. Rent shall abate from the time of the destruction or damage until the Premises is returned to a condition satisfactory for the Permitted Use.

12.2 Damage by Tenant. Tenant will promptly repair all damage or destruction to the Building or the Premises caused by any act or omission of Tenant or any employee, agent, visitor or invitee of Tenant. All repairs will be undertaken in a good and workmanlike manner and sufficient to return the Building or Premises to the condition enjoyed immediately prior to the damage or destruction. Landlord may from time to time inspect the Premises and will be furnished with copies of all plans, drawings, and specifications relating to the repairs or rebuilding. Rent will not abate pending the repairs or rebuilding required under this Section.

13.0 Condemnation.

13.1 Total Taking. If, by exercise of the right of eminent domain or by conveyance made in response to the threat of the exercise of such right (in either case a "Taking"), all of the Premises are taken, or if so much of the Premises are taken that the Premises cannot be used by Tenant for the Permitted Use, this Lease will end on the earlier of the vesting of title to the Premises in the condemning authority or the Taking of possession of the Premises by the condemning authority.

13.2 Partial Taking. If, after a Taking, so much of the Premises remains that the Premises can be used for the Permitted Use:

13.2.1 this Lease will end as to the part of the Premises which is taken;

13.2.2 prepaid Rent will be appropriately allocated and prorated to the part of the Premises which is taken;

13.2.3 Rent shall be prorated prospectively based upon the ratio the remaining useable area of the Premises bears to the rentable square footage stated on the Summary.

13.3 Awards. All awards, damages or other compensation in respect of a Taking shall be the sole property of Landlord, except to the extent such award, damage or other compensation is made specifically for the personal property of Tenant. Tenant may prosecute its own claim by separate proceedings against the condemning authority for damages legally due to it (such as the loss of fixtures which Tenant was entitled to remove and moving expenses) only so long as Tenant's award does not diminish or otherwise adversely affect awards to Landlord.

14.0 Subordination.

14.1 General. Tenant will execute, acknowledge and deliver to Landlord, at any time and from time to time, upon demand by Landlord, any documents as may be requested by

Landlord, any ground or underlying lessor, or any mortgagee, or any beneficiary of a deed of trust or other instrument to cause and confirm the subordination of this Lease to the interests of the lessor, mortgagee or beneficiary. If Tenant fails or refuses to execute, acknowledge, and deliver any such document within twenty (20) days after written demand, Landlord, its successors, and assigns will be entitled to execute, acknowledge, and deliver the document on behalf of Tenant as Tenant's attorney-in-fact. Tenant constitutes and irrevocably appoints Landlord, its successors, and assigns, as Tenant's attorney-in-fact to execute, acknowledge, and deliver on behalf of Tenant any documents described in this Section. Such appointment of Landlord as attorney-in-fact for Tenant shall be an appointment coupled with an interest.

14.2 Attornment. If any holder of any mortgage, indenture, deed of trust, or other similar instrument succeeds to Landlord's interest in the Premises, Tenant will pay to the successor all amounts subsequently payable under this Lease. Tenant will, upon request of anyone so succeeding to the interest of Landlord, automatically become the Tenant of, and attorn to, the successor in interest without change in this Lease. The successor in interest will not be bound by (1) any payment of Rent for more than one month in advance, (2) any amendment or modification of this Lease made without its written consent, (3) any claim against Landlord arising prior to the date on which the successor succeeded to Landlord's interest, or (4) any claim or offset of Rent against the Landlord. Upon request by the successor in interest and without cost to Landlord or the successor in interest, Tenant will execute, acknowledge, and deliver an instrument or instruments confirming the attornment. If Tenant fails or refuses to execute, acknowledge, and deliver the instrument within twenty (20) days after written demand, the successor in interest will be entitled to execute, acknowledge, and deliver the document on behalf of Tenant as Tenant's attorney-in-fact. Tenant constitutes and irrevocably appoints the successor in interest as Tenant's attorney-in-fact to execute, acknowledge, and deliver on behalf of Tenant any document described in this Section. Such appointment of Landlord as attorney-in-fact for Tenant shall be an appointment coupled with an interest.

15.0 Landlord's Access.

Access. Landlord, its agents, employees, and contractors may enter the Premises at any time in response to an emergency, and at reasonable hours to (a) inspect the Premises, (b) exhibit the Premises to prospective purchasers, lenders, or tenants, (c) determine whether Tenant is complying with its obligations in this Lease, (d) supply any other service which this Lease requires Landlord to provide, (e) post notices of nonresponsibility or similar notices, or (f) make repairs which this Lease requires Landlord to make. Landlord will at all times have a key with which to unlock all of the doors in the Premises (excluding Tenant's vaults, safes, and similar areas designed in writing by Tenant in advance). No entry to the Premises by Landlord by any means will be a forcible or unlawful entry into the Premises or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises, or any part of the Premises, nor will any entry entitle Tenant to damages or an abatement of Rent or other charges which this Lease requires Tenant to pay.

16.0 Indemnification.

16.1 Indemnification. Except if caused by any failure in performance of this Lease by Landlord, Tenant will indemnify Landlord, its agents, and employees against, and hold Landlord,

its agents, and employees harmless from, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, and expenses (including without limitation attorneys' fees and court costs) incurred in connection with or arising from:

16.1.1 the use or occupancy of the Premises by Tenant or any person claiming under Tenant;

16.1.2 any activity, work, or thing done or permitted or suffered by Tenant in or about the Premises;

16.1.3 any acts, omissions, or negligence of Tenant, any person claiming under Tenant, or the employees, agents, contractors, invitees, or visitors of Tenant or any person;

16.1.4 any breach, violation, or nonperformance by Tenant, any person claiming under Tenant, or the employees, agents, contractors, invitees, or visitors of Tenant, or any person of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind; or

16.1.5 any injury or damage to the person, property, or business of Tenant or its employees, agents, contractors, invitees, visitors, or any other person entering upon the Premises under the express or implied invitation of Tenant.

17.0 Security Deposit.

Security Deposit. Tenant has deposited the Security Deposit as set forth on the Summary as security for Tenant's payment and performance of its obligations under this Lease. If Tenant defaults in its payment or performance of its obligations under this Lease, Landlord may use all or part of the Security Deposit for the payment of Rent or any other amount in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or for the payment to Landlord of any other loss or damage which Landlord may suffer by reason of Tenant's default. If Landlord so uses any portion of the Security Deposit, Tenant will restore the Security Deposit to its original amount within five (5) days after written demand from Landlord. Landlord will not be required to keep the Security Deposit separate from its general funds, and Tenant will not be entitled to interest on the Security Deposit. The Security Deposit will not be a limitation on Landlord's damages or other rights under this Lease. If Tenant pays and performs all of its obligations under this Lease, Landlord will return the unused portion of the Security Deposit to Tenant within sixty (60) days after the end of the Term.

18.0 Quiet Enjoyment.

Quiet Enjoyment. So long as Tenant pays the Rent and performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord, or anyone claiming by, through or under Landlord.

19.0 Default.

19.1 Events of Default. The following occurrences are "Events of Default":

19.1.1 Tenant defaults in the due and punctual payment of Rent, and the default continues for five (5) days after notice from Landlord; however, Tenant will not be entitled to more than one (1) notice for default in payment of Rent during any twelve-month period, and if, within twelve (12) months after any notice, any Rent is not paid when due, an Event of Default will have occurred without further notice;

19.1.2 Tenant vacates or abandons the Premises;

19.1.3 This Lease or the Premises or any part of the Premises is taken upon execution or by other process of law directed against Tenant, or is taken upon or subjected to any attachments by any creditor of Tenant or claimant against Tenant, and the attachment is not discharged within fifteen (15) days after its levy;

19.1.4 Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved, or makes an assignment for the benefit of creditors;

19.1.5 Involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of Tenant's property, and the proceeding is not dismissed or the receivership or trusteeship is not vacated within sixty (60) days after institution or appointment;

19.1.6 Tenant fails to take possession of the Premises on the Commencement Date; or

19.1.7 Tenant breaches any of the other agreements, terms, covenants, or conditions that this Lease requires Tenant to perform, and the breach continues for a period of thirty (30) days after notice by Landlord to Tenant.

19.2 Remedies. If any one or more Events of Default occurs, then Landlord may, at its election:

19.2.1 give Tenant written notice of its intention to terminate this Lease on the date of the notice or on any later date specified in the notice, and, on the date specified in the notice, Tenant's right to possession of the Premises will cease. If this Lease is so terminated, Tenant will remain liable to Landlord for damages in an amount equal to the Rent and other sums that would have been owing by Tenant under this Lease for the balance of the Term if this Lease had not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to the termination, after deducting all Landlord's expenses in connection with reletting. Landlord will be entitled to collect damages from Tenant monthly on the days on which the Rent and other amounts would have been payable under this Lease if this Lease had not been terminated, and Landlord will be entitled to receive damages from Tenant on each day.

19.2.2 without demand or notice, re-enter and take possession of the Premises or any part of the Premises, expel the Tenant from the Premises and those claiming through

or under Tenant, and remove the effects of both or either, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or preceding breach of covenants or conditions. No re-entry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of the intention is given to Tenant. No notice from Landlord under this Lease or under a forcible entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless the notice specifically says so.

19.2.3 Landlord reserves the right following any re-entry or reletting, or both, to exercise its right to terminate this Lease by giving Tenant written notice, and in that event the Lease will terminate as specified in the notice. Tenant will pay Landlord the Rent and other sums which would be payable under this Lease if the repossession had not occurred, less the net proceeds, if any, of any reletting of the Premises after deducting all of Landlord's expenses incurred in connection with the reletting, including without limitation all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration, remodeling and repair costs, and expenses of preparation for the reletting. Landlord may recover from Tenant all damages proximately resulting from the breach as specified above, including the Lease payments payable over the balance of this Lease over the reasonable rental value of the Premises for the remainder of the Initial Term or Renewal Term, as applicable, which sum shall be immediately due Landlord from Tenant.

19.2.4 In addition to, and not in limitation of the foregoing, Landlord may exercise such rights and remedies as may be accorded at law or in equity.

19.3 Interest. Unless otherwise specifically provided for in this Lease, all amounts due from Tenant to Landlord will bear interest at the rate of interest of 21.00% per annum.

20.0 General.

20.1 Holding Over. If Tenant possesses the Premises after the Term expires or is otherwise terminated without executing a new lease, Tenant is deemed to be occupying the Premises without claim of right (but subject to all terms and conditions of this Lease) and Tenant will pay Landlord a charge for each day of occupancy after expiration of the Term in an amount equal to one hundred twenty-five percent (125%) of Tenant's then-existing Rent.

20.2 Estoppel Certificates. Within no more than twenty (20) days after written request by Landlord, Tenant will execute, acknowledge, and deliver to Landlord a certificate stating:

20.2.1 that this Lease is unmodified and in full force and effect, or, if the Lease is modified, the way in which it is modified accompanied by a copy of the modification agreement;

20.2.2 the date to which Rent and other sums payable under this Lease have been paid;

20.2.3 that no notice has been received by Tenant of any default which has not been cured, or, if the default has not been cured, what Tenant intends to do in order to effect the cure, and when it will do so;

20.2.4 that Tenant has accepted and occupied the Premises;

20.2.5 that Tenant has no claim or offset against Landlord, or, if it does, stating the date of the assignment and assignee (if known to Tenant); and

20.2.6 other matters as may be reasonably requested by Landlord.

20.3 No Waiver. No waiver of any condition or agreement in this Lease by either Landlord or Tenant will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by Landlord or Landlord's agents during the Term of this Lease will be deemed an acceptance of a surrender of the Premises, and no agreement to accept the surrender will be valid unless in writing signed by Landlord. No payment by Tenant, or receipt from Landlord, of a lesser amount than the Rent or other charges required in this Lease will be deemed to be anything other than a payment on account and not in full discharge or satisfaction. No endorsement or statement on any check or any letter accompanying any check or payment as Rent will be deemed an accord and satisfaction. Landlord may accept the check for payment without prejudice to Landlord's right to recover the balance of the Rent or to pursue any other remedy available to Landlord

20.4 Authority. If Tenant signs this Lease as a corporation, limited liability company or other entity, each of the persons executing this Lease on behalf of Tenant warrants to Landlord that Tenant is a duly authorized and existing, that Tenant is qualified to do business in the state in which the Premises are located, that Tenant has full right and authority, to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon Landlord's request, Tenant will provide evidence satisfactory to Landlord confirming these representations.

20.5 Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease will be written and will be deemed to have been given (1) when personally delivered, or (2) on the third day after it is deposited in any depository regularly maintained by the United States postal service, postage prepaid, certified or registered mail, return receipt requested, addressed as provided in the Summary.

20.6 Attorneys' Fees. If any suit or other proceeding is brought for the interpretation or enforcement of this Lease, the prevailing party in such proceeding shall be entitled to recover its costs and expenses incurred, including reasonable attorney's fees.

20.7 Binding Effect. This Lease will inure to the benefit of, and will be binding upon, the parties and their respective permitted successors and assigns.

20.8 Time. Time is of the essence of this Lease.

[SIGNATURES ON FOLLOWING PAGE]

Landlord: **FIRST INTERSTATE BANK**

Signature

Notary State of _____
County of _____
Signed and sworn to (or affirmed) before me on
_____ (date), by _____,
to me personally known, or has produced
identification, as SVP, Corporate Real Estate, on
behalf of FIRST INTERSTATE BANK.
(Type of ID) _____

Signature of Notary Public

Its: SVP
Date Signed: _____
My commission expires: _____
(seal)

Tenant: **MARSHALL COUNTY, IOWA**

Signature

Notary State of Iowa
County of Marshall
Signed and sworn to (or affirmed) before me on
_____ (date), by Dave Thompson,
to me personally known, or has produced
identification, as Chair of the Marshall County
Supervisors, on behalf of **MARSHALL COUNTY,
IOWA.**
(Type of ID) _____

Signature of Notary Public

Its: Chair,
Board of Supervisors
My commission expires: _____
(seal)

Date Signed: _____

LANDLORD:

FIRST INTERSTATE BANK

By: _____
Brian D. Bergler, SVP, Corporate Real Estate

TENANT:

MARSHALL COUNTY IOWA

By: _____

