

MUTUAL LEASE TERMINATION AND SETTLEMENT AGREEMENT

This **MUTUAL LEASE TERMINATION AND SETTLEMENT AGREEMENT** ("Agreement"), is entered into be effective this 30th day of January, 2017, by and between the **CITY OF WESTFIELD, INDIANA AND WESTFIELD REDEVELOPMENT COMMISSION** (hereinafter collectively referred to as "**Landlord**") and **BYRD ENTERPRISES INC.**, an Indiana corporation ("**Tenant**").

WHEREAS, Landlord and Tenant are parties to that certain Sublease Agreement dated September 21, 2016, (the "**Lease**"), whereby Landlord leases to Tenant, and Tenant leases from Landlord, those certain portions of the integrated sports and event facility commonly known as the Grand Park Event Center located at 19000 Grand Park Boulevard, Westfield, Hamilton County, Indiana, which are more particularly described as Suite B (the "**Restaurant Premises**") and Suite F (the "**Lounge Premises**"), in the Flex Center portion of the Grand Park Event Center. The Restaurant Premises and the Lounge Premises are hereinafter collectively referred to (the "**Premises**"); and

WHEREAS, Tenant is in breach of certain of its obligations to pay Rent and to perform its obligations under the terms and conditions of the Lease; and

WHEREAS, Landlord has served Tenant with notice of default pursuant to Section 13.01 of the Lease; and

WHEREAS, if Tenant fails to cure the default pursuant to the terms of the Lease, Landlord has remedies that include significant ongoing financial obligations in addition to Landlord's repossession of the Premises; and

WHEREAS, Landlord and Tenant have agreed that it is in the best interests of both parties to terminate the Lease as of 5:00 P.M., January 30, 2017, (the "**Termination Date & Time**") and in consideration of the termination of the Lease and the release of Tenant from any and all future financial obligations under the Lease, Landlord and Tenant wish to settle and resolve all claims and liabilities currently existing under the Lease;

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

1. **Termination and Surrender of Possession.** Notwithstanding any provision in the Lease to the contrary, the Landlord and Tenant hereby agree to terminate the Lease as of the Termination Date & Time. Tenant will remove any and all of its trade fixtures and other personal property from the Premises on or before the Termination Date & Time. It is expressly acknowledged and agreed that Tenant will not remove or otherwise disturb or damage: (a) any of