

FEASIBILITY STUDY REPORT

TWIN AIRE SKILLED TRADES CENTER





This document was prepared in partnership with the staff and board of directors of Southeast Neighborhood Development.

Board of Directors

Ralph Adams
Pastor David Bacon
Daniel Cruse
Jessica Darling
Chad Dickerson
Nick Dugan
Catherine Esselman
Peggy Frame
S. Taylor Hughes
Matt Impink
Brenda McAtee
Sarah Savage
Emily Vanest

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EXECUTIVE SUMMARY

Southeast Neighborhood Development (SEND) is a community development corporation in near southeast Indianapolis that has led affordable housing, commercial renovation, economic and small business support, public beautification, and advocacy for a diverse spectrum of neighbors and businesses since its incorporation in 1983. SEND has invested more than \$35 million in this neighborhood-based economic development work over nearly 40 years.

In the context of an approximately \$580 million public redevelopment initiative in southeast Indianapolis, SEND has the opportunity to identify and lead culturally relevant investments that ensure neighbors benefit from this redevelopment activity. Led by the City of Indianapolis, this initiative addresses a 140-acre, contaminated, former coke and manufactured gas site in the heart of southeast neighborhoods. Toward this end, SEND and the City of Indianapolis secured funds from the U.S. Economic Development Administration (EDA) in 2019 to examine the feasibility of developing an industry-focused incubator/accelerator located within the 140-acre site. SEND, the City of Indianapolis, and a competitively procured consulting team conducted this feasibility study in 2020.

As a result of this feasibility study, SEND envisions building a 10,000+ square foot Twin Aire Skilled Trades Center to prepare low-income residents for current and next-generation skilled trades occupations and entrepreneurship. In collaboration with Southeast Community Services (SECS) and other community, industry, and public sector partners, SEND can prepare two generations of southeast, near east, and regional neighbors for high-quality

occupations and small business success to support and diversify Central Indiana’s construction and industrial skilled trades ecosystems.

The Twin Aire Skilled Trades Center is designed to coordinate job training and upskilling, experiential learning, small business start-up and growth, high-quality job opportunities, and supportive services for historically under-invested individuals in southeast and near east Indianapolis, including returning citizens transitioning from the Community Justice Campus. Beyond its hyper-local commitment to inclusively benefit southeast Indianapolis stakeholders, the Skilled Trades Center can operate as a regional destination – a location where Central Indiana firms and residents engage in skilled trades learning, network development, and capacity building with regional economic impacts. The Skilled Trades Center concept outlined here is designed to:

- Build capacity in skilled trades job training and upskilling programs delivered through SECS and its five “sister” Bridges to Career Opportunity (BCO) sites to meet regional employers’ short-term and projected talent needs in construction and industrial skilled trades;
- Diversify skilled trades training by partnering with industry to create nimble training (e.g., micro-credentialing) that meets employers’ real-time talent needs, foundational training (e.g., basic spatial and mechanical training) that creates a bridge by which less-educated and less-experienced individuals can access entry-level jobs or specialized training in skilled trades, upskilling to support workers’

progression along career paths to higher-wage jobs (e.g., short-term training), and training to prepare two generations of workers with skills necessary for the future of skilled trades work (e.g., digital literacy);

- Secure inclusive, community access to a skilled trades training lab that houses tools, equipment, and technologies that can be used by neighborhood as well as regional entrepreneurs and innovators to create prototypes and explore their own business ideas, by educators and industry partners to co-create hands-on learning in construction and industrial skilled trades for students of every age, and by individuals who need direct experience with tools, equipment, and technologies as they earn credentials and build in-demand competencies;
- Incubate and accelerate small businesses by expanding entrepreneurs' access to capital, coaching, technical assistance, and networks for every stage of business growth. By working with private and public partners, this facility will build the capacity of minority-, women-,

veteran-, and disabled-owned business enterprises (referenced as XBE). Additional XBE firm capacity will strategically diversify regional supply chains to realize the economic potential of existing and planned real estate and construction projects in Central Indiana, deliver goods and services necessary to operate the Community Justice Campus, and strategically address material and capacity gaps impacting regional, industrial supply chains;

- Serve as an access point for neighbors needing supportive services such as health and wellness supports, transportation, food stamps, and legal services;
- Create shared, flexible spaces that neighbors can activate to advance neighborhood collaboration and goals, celebrate neighborhood history and culture, and draw regional neighbors to the Twin Aire Skilled Trades Center and southeast Indianapolis.



figure 1: The Skilled Trades Center features a hands-on learning environment.



“Without context words and actions
have no meaning at all.”

-Gregory Bateson



CONTEXT

Southeast Neighborhood Development (SEND) is a nonprofit community development corporation created organically by residents on Indianapolis' near southeast side to revitalize their neighborhoods and enhance their quality of life. In response to disinvestment, decline, and forced changes in their urban communities, several resident groups began working together in the 1970s to repair homes, rebuild affordable housing, and take-on urban design projects. In 1983, these resident groups merged to form Southeast Neighborhood Development officially.

Beginning long before then, the Department of Public Utilities, d/b/a Citizens Energy Group (CEG), operated a coke and manufactured gas plant from 1909 to 2007 that employed southeast residents. However, changing manufacturing, energy, commodities, and other markets impacted CEG's coke and gas plant. As a result, CEG closed the coke and manufactured gas plant in 2007, detrimentally impacting economic conditions on the southeast side.

In October 2015, a coalition of residents, business owners, and stakeholders formed the Twin Aire Neighborhood Coalition to advocate for and participate in revitalizing their southeast Indianapolis neighborhoods. In September 2016, CEG was awarded a grant from the U.S. Economic Development Administration (EDA) to conduct an Assessment, Reuse and Implementation (ARI) Strategy that outlined options for redevelopment of the former coke plant site. The ARI planning process was designed to identify redevelopment options that maximize job creation and attract private and public investment for Twin Aire and southeast Indianapolis. Toward these ends, the ARI Strategy includes creating a "village center" in the heart of the Twin Aire redevelopment area and an emphasis on transforming the area into a "multi-modal hub of activity."¹

In December 2016, the Twin Aire neighborhood was designated as a "Great Places 2020" neighborhood through a competitive local process. Great Places 2020 was designed as a collective impact initiative by which philanthropic, civic, and private partners collaborate to make strategic investments in multiple quality of life dimensions for six Marion County neighborhoods.² Twin Aire neighbors' visions informed their Great Places 2020 Plan – one that articulates several goals and strategies aligned with an envisioned jail and justice system campus. Ultimately, the Twin Aire Neighborhood Coalition of residents advocated to bring a new Marion County jail and associated investments to Twin Aire. The ARI Strategy, then, contemplated location of a new Marion County jail and justice system campus on the former CEG coke plant site and incorporated Twin Aire Great Places 2020 goals in redevelopment strategy options and opportunities.

In January 2017, the Pleasant Run Crossing site (i.e., site of CEG's former coke plant) was formally selected by the City of Indianapolis to be the location of the future "justice campus." What has since been named the Community Justice Campus (CJC) includes an adult detention center, a mental health and addictions treatment center, the sheriff's office, courtrooms, professional offices, and commercial spaces. Construction of the CJC represents a nearly \$600 million redevelopment project in the heart of southeast Indianapolis – one that will bring hundreds of government and private employees to Twin Aire each weekday, beginning in 2022.

The Pleasant Run Crossing ARI Strategy and Twin Aire Great Places 2020 plan outline recommendations to invest in mutually-supportive development strategies in Twin Aire and surrounding southeast Indianapolis neighborhoods, in part to realize inclusive economic benefits of the CJC development. These plans identify opportunities for new development and community growth, projects for infrastructure and systems improvements (economic, environmental, and social), and implementation priorities to ensure the sustainability of economic investments in southeast Indianapolis. Toward these ends, SEND and the City of Indianapolis partnered to request Economic Adjustment Assistance (EAA) funds from EDA to build on the ARI Strategy by examining regional job growth, emerging economic clusters, real estate demand, and the corresponding value of an incubator/accelerator to support business and worker skill development in the area.

Throughout these many years, SEND's leadership transitioned multiple times. In 2019, SEND's board of directors and retiring president searched for an entrepreneurial, energetic, new president who could lead the community development corporation into a new era of affordable housing projects, commercial renovation, youth development, and green space improvements. Kelli Mirgeaux – a resident of and advocate for southeast Indianapolis neighborhoods – was hired to take on and shape this work. Under the leadership of Ms. Mirgeaux and her board of directors, SEND is identifying significant investments in the economic resilience

of the Twin Aire neighborhood. Returns on these investments can ensure SEND's longevity as a powerful, impactful community development corporation in Central Indiana.

Challenge

When Ms. Mirgeaux became president of SEND, she inherited delivery of the EDA-funded feasibility study for an incubator/accelerator to be located within the Twin Aire Economic Development Area – an incubator/accelerator that can engage and benefit neighbors within a three-mile radius of the area as well as benefit Central Indiana residents and the regional economy. Located within SEND's catchment area and just southeast of downtown Indianapolis, the Twin Aire Economic Development Area includes the neighborhoods of Christian Park, Norwood, Prospect Falls, Southeast Community Organization, and Twin Aire. This area serves as home to a diverse group of approximately 14,000 residents. Despite its rich history as a place of invention and craft, many barriers have prevented

this community from thriving economically compared to other areas of Marion County.

The Twin Aire Economic Development Area (see figure 2) exists in census tract 18097355600, one designated as a “Severely Distressed” census tract under the New Markets Tax Credit program. Approximately 25.7% of the population is in poverty within this census tract, and median household income (\$22,606) is only 48.3% of Marion County's area median income (\$42,168). In addition, 49% of Twin Aire residents have no high school diploma, contributing to the lower-than-average median household income. Residents in the Twin Aire Economic Development area are 62% White/Caucasian, 24% Black/African American, and 14% Latine/Hispanic. Notably, 22% of the Twin Aire neighborhood's population is Latine/Hispanic – the highest density Latine/Hispanic neighborhood in Marion County and double the percentage of the Latine/Hispanic population across the rest of the county.³

SEND and the City of Indianapolis partnered in 2020 to construct a request for proposals for a

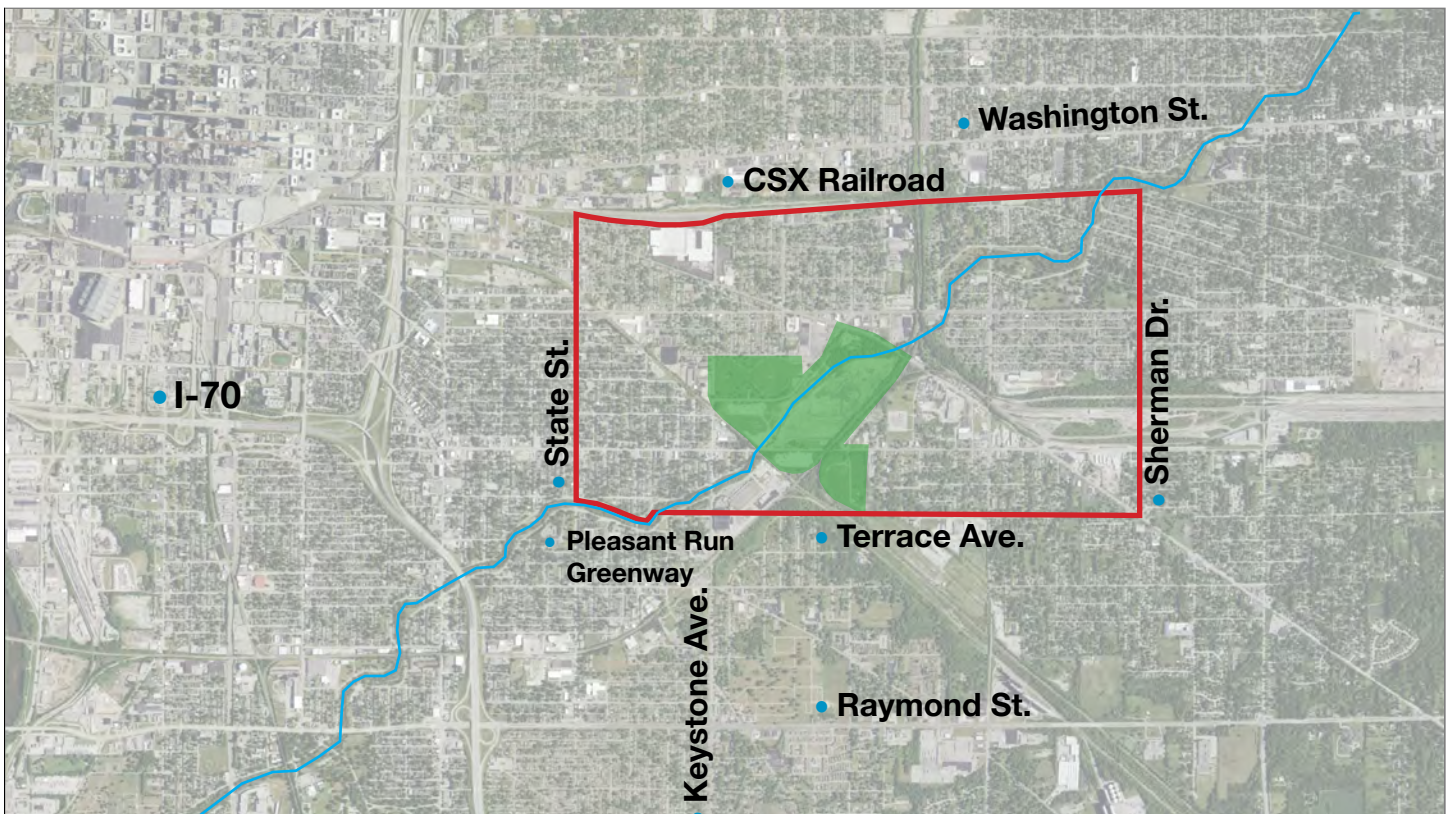


figure 2: Twin Aire Economic Development Area

consultant to lead the Twin Aire incubator/accelerator feasibility study. Throughout 2021, Ms. Mirgeaux and SEND's Great Places Program Manager and staff in the City of Indianapolis' Department of Metropolitan Development participated in bi-weekly meetings with the selected consulting team. Sessions were structured to share market and community data, validate what kind of incubator/accelerator would be feasible in southeast Indy, cultivate partners, outline an operational structure, and recommend an approach to sustainability of an incubator/accelerator.

The following report summarizes the rationale, conditions, and feasibility of a Twin Aire Skilled Trades Center – an incubator/accelerator focused on building skilled workers and diverse supply chains in construction and industrial skilled trades. The Skilled Trades Center will bring southeast and regional neighbors, entrepreneurs, and businesses together in a specialized training lab and business support center within Twin Aire. This report and its recommendations are aligned with the multi-cultural nature of communities in southeast Indianapolis and the region, proven and promising practices, as well as strategies to address gaps in programs and systems through inclusive means. The intent is to build sustainable wealth at every level of the economy, bringing vitality to households, firms, and communities through skilled trades-focused activities.

Study Team

A team of three partner firms – Smith Solutions, Projects-Matter, and Mass Economics – was selected to meet the feasibility study challenge. Each study team member has demonstrated their professional expertise in delivering exceptional work for a range of public, nonprofit, and private clients – especially in the community development space where their contributions include economic, workforce, and real estate development in partnership with stakeholders in distressed urban communities.

Smith Solutions

Smith Solutions brings comprehensive community

development services to nonprofits, government entities, and small businesses, with deep expertise in workforce development and real estate development. Their team brings creative thinking, evidence-based best practices, and multi-scale systems reform and integration to every project. In addition, Smith Solutions has extensive and diverse funds development capacity – from structuring capital stacks to conceptualizing and writing high-quality funding proposals and building partnerships and teams to design and sustain funded initiatives. Various community development entities have engaged them to envision and promote systems change efforts that improve our collective ability to mitigate neighborhood blight, household poverty, and poor quality of life in urban communities. Their working knowledge of southeast Indianapolis' workforce, real estate, and economic development assets and challenges, coupled with their relationships in the multi-scale landscape of systems, organizations, and partners influencing community development outcomes in Central Indiana and projects like the Twin Aire incubator/accelerator were vital contributions to this study. These contributions were enhanced through the engagement of Projects-Matter and Mass Economics colleagues who bring specialized expertise that was critically important to assessing the viability and relevance of an incubator/accelerator in southeast Indianapolis.

Projects-Matter

Projects-Matter brings a background in developing maker/manufacturing job training programs (including Texas Workforce Board and Department of Labor apprenticeship programs), leveraging private/public partnerships, and supporting federal grant applications (including Housing and Urban Development Section 108), Community Development Block Grants, Economic Development Administration grants, and New Market Tax Credits to create multi-tenant manufacturing spaces. Projects-Matter provided technical assistance to Houston's TXRX Labs and their nonprofit real estate developer, Urban Partnerships Community Development Corporation (UpCDC), in program development, community outreach, and leverage of a \$29M capital stack to create the first 300,000 square foot, multi-tenant manufacturing space in Houston. Projects-Matter also supported the

development of a textile lab and small business incubator that constructed on-ramps to entrepreneurship and small business ownership for immigrants and refugees in the Gulfton community of Houston.

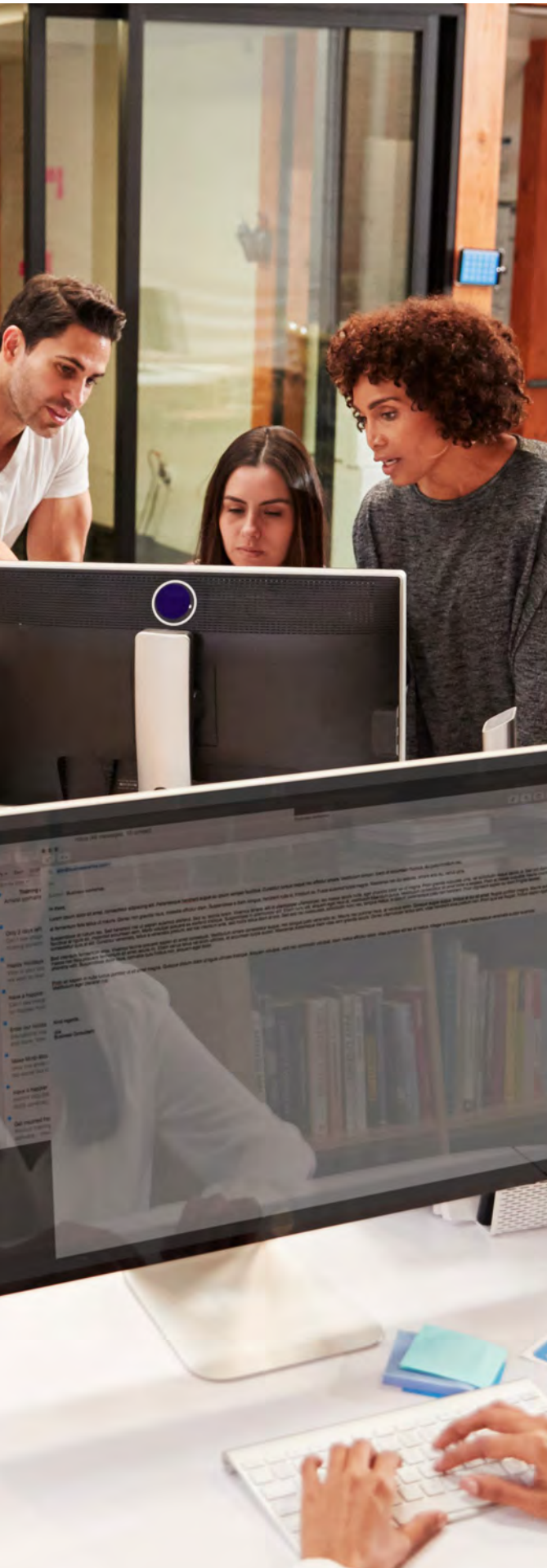
Mass Economics

Mass Economics contributes data assets and expertise to this project, including: highly accurate and timely data on employment and establishments for roughly 1,000 industries for every county in the US; methodologies for evaluating the contribution of hyper-local geographies (neighborhoods, corridors) to urban and regional economies; deep experience developing and implementing methods to identify inclusive growth opportunities at corridor, city, and regional scales; experience with projects that link real estate and economic development assets; and experience in Indianapolis including serving as the lead consultant on the Local Initiatives Support Corporation-sponsored “Industrial Re-Use: Linking Regional Economic Clusters with Targeted Urban Places” (2014) and “District Baseline Market Data Analyses” (2019-2020).



“If you are not willing to learn, no one can help you. If you are determined to learn, no one can stop you.”

-Zig Ziglar



STUDY

The Twin Aire incubator/accelerator feasibility study summarized in this report began with several premises. These range from conditions established in SEND's request for proposals, the principles and practices of inclusive economic development, as well as individuals' right to equitable access to resources that support their well-being.

The feasibility analysis built upon and integrated primary inputs that include:

- Market and community data that identified inclusive growth opportunities for southeast Indianapolis and the Central Indiana region;
- Themes identified across neighborhood and regional planning documents;⁴
- Themes, key opportunities, and gaps identified through conversations with employers;
- Regional and national incubator/accelerator models curated through previous study team engagements, strategic site visits to incubators/accelerators in Chicago and Houston, as well as updated case study research of impactful models;⁵
- Existing and planned initiatives in southeast Indy and across the region that can be strategically linked to a southeast Indianapolis incubator/accelerator including:
 - Eastside Economic Mobility and Recovery District;
 - 16 Tech Innovation District;
 - Hub & Spoke;
 - Ivy Tech Automotive Technology Training Center;
 - Local Initiatives Support Corporation’s workforce, micro-enterprise, capital funds, technical assistance programs;
 - United Way of Central Indiana’s impact grants (i.e., two-generational, basic needs, and innovation focused);
 - Small business support programs emerging at multiple scales throughout the city and region as well as recent analyses of Indianapolis’ small business support ecosystem;
- Themes from workforce development best and promising practices, related research, and current funding opportunities for workforce development and other economic development initiatives in southeast Indy.

5 Phases

This Twin Aire-focused incubator/accelerator feasibility study was completed in 2021, using a five-phase methodology summarized below. In employing this methodology, the study team brought to bear subject matter expertise in inclusive incubator/accelerator start-up and sustainability, workforce development, real estate development, data analysis for and best practices in place-based inclusive economic development, as well as ground-level realities in southeast Indianapolis neighborhoods and households. Twin Aire and southeast Indianapolis is a geography that includes increasingly diverse and complicated demographic and market characteristics that need to be examined within a regional context. Therefore, state-of-the-field data collection resources and methods were complemented by robust relationships with community stakeholders who could provide essential information from southeast residents, workers, business owners, leaders, and advocates about their everyday patterns of movement, everyday needs, and visions. The study team employed these complementary, multi-scale methods, creatively integrated findings to confirm the feasibility of an incubator/accelerator in Twin Aire/southeast Indianapolis, and examined findings within the context of specialized knowledge of successful urban incubator/accelerator start-up, operation, and ecosystem development.

Phase 1: Data Collection

Provide updated market and community data to reflect COVID-19 impacts and to include data layers important to inclusive economic development strategies.

The incubator/accelerator feasibility study was built on updated market and community data to reflect COVID-19 impacts. These included regional job growth, emerging economic clusters, real estate demand, market demand for specific start-up companies that can be incubated, and the presence of (and need for) community resources and support. Market and community data were enhanced by leveraging Mass Economics’ methodology and substantial resources. Data layers important to inform inclusive economic development strategies

in urban geographies were identified – for instance, those centered on comprehensive district strategies like the Twin Aire/southeast Indianapolis plan. Because of the critical importance of COVID-related stresses on the economy, the study team provided industry and cluster data through 3Q2020, with special analysis of changes and trends in the Indianapolis and Central Indiana regional economy in the March–June 2020 and June–September 2020 periods. Notably, multi-scale data collection included this updated demographic, industry, cluster data, and findings (data, strategies, visions) from the existing neighborhood, city, and regional plans and from conversations with southeast and other stakeholders and potential partners in a Twin Aire incubator/accelerator project. The study team explicitly acknowledges the importance of integrating knowledge about the everyday patterns of movement, everyday needs, and deep desires of southeast residents and stakeholders into a feasibility assessment for an incubator/accelerator: to be successful and sustainable, the incubator/accelerator must engage and be “owned” and stewarded by southeast residents, businesses, and organizations.

Phase 2: Validation

Analyze updated and expanded data to validate and evolve Twin Aire incubator/accelerator strategies.

During Phase 2, the study team analyzed and integrated data collected in Phase 1, existing plans and other community assets (e.g., strategic plans, investment strategies, documented visions), existing small business support initiatives in Indianapolis, corporate and other institutional partnerships, local subject matter expertise (including employers’), as well as national incubator/accelerator best practices and assets. The study team’s subject matter expertise in market analysis, culturally-relevant incubator and accelerator models, and inclusive talent, real estate, and community development were placed in dialectic with the existing neighborhood, city, and regional plans, southeast Indianapolis’ history and evolving culture, as well as SEND’s current and potential commitments and organizational culture.

Phase 3: Cultivation

Cultivate and integrate neighborhood, city, regional, and national assets deemed essential to the success, sustainability, and relevance of the incubator/accelerator in southeast Indianapolis.

After identifying and validating market and community data, assets, needs, and opportunities from the perspective of inclusive small business incubation and acceleration, the study team outlined functional, programmatic specifics and partners to support an ongoing incubation/acceleration enterprise on the southeast side. This work focused on the start-up, market and community relevance, and sustainability of a Twin Aire incubator/accelerator. In addition, it explicitly considered how business incubation/acceleration could support other ARI Strategy and community goals. These goals include economic diversification that can be part of formal development plans anchored by the Community Justice Campus, specific Twin Aire Great Places 2020 goals and objectives, and residents’ consistent efforts to elevate and preserve working-class history and culture as part of their southeast quality of life.

Phase 4: Operations

Outline incubator/accelerator operations logistics and interface with the Community Justice Campus and other southeast assets.

The fourth phase of this feasibility study defined operational specifics of the Twin Aire incubator/accelerator, in the context of the Community Justice Campus and related development plans and comprehensive discovery achieved through the Data Collection, Validation, and Cultivation phases of this study. This phase focused on organizing details necessary to construct and operate the incubator/accelerator, outlining program dimensions that could add value for southeast neighbors and regional communities and industries, and identifying potential partners. Deliverables outlined in SEND’s request for proposals were also addressed by creating resources and tools for use in the future as the Twin Aire Skilled Trades Center takes shape.

Phase 5: Sustainability

Develop a sustainable funding strategy for the Twin Aire incubator/accelerator.

Based on SEND's vision for a skilled trades-focused incubator/accelerator in southeast Indianapolis, the study team identified potential physical sites, core (physical) development and operational functions, and accompanying, projected budgets. Launch and sustainability of the Twin Aire Skilled Trades Center will depend significantly upon SEND's ability to engage a network of committed development and operational partners who can secure and/or bring capital and in-kind resources.

Inputs

In assessing the feasibility of an incubator/accelerator, the everyday realities of neighbors and community stakeholders contribute expertise that is as important to consider as to market and demographic data. Indeed, the success and sustainability of projects centered in residential areas as dense as southeast Indianapolis depend critically upon the relevance of such projects to residents. However, cultural relevance is even more critical to success and sustainability when the project is an incubator/accelerator dependent upon and intended to cultivate the entrepreneurial spirits of neighbors and engage them in diverse ways.

Markets and Economies

In evaluating the feasibility of a Twin Aire incubator/accelerator, the study team identified market opportunities and gaps in regional and hyper-local (i.e., southeast Indianapolis) industries, clusters, and economies by examining quantitative and qualitative data from a variety of sources. The data used included comprehensive analyses of American Community Survey data (2015-2019) and state-of-the-field market and community data that reflects COVID-19 (through September 2020) impacts at multiple levels of the economy.

A six-dimension analysis was performed to assess the potential of each of 48 industry clusters to drive equitable economic growth in the region. Each cluster was examined to evaluate its pre-COVID strength, long-term growth, growth during COVID-19, job quality, job accessibility, and diversity, equity, and inclusion at multiple geographic scales including hyper-local. Using a variety of metrics including Location Quotients, job growth, average wages, the ratio of jobs providing on the job training, occupations' educational requirements, and percentage of XBE firms and BIPOC workers, the study identified each regional cluster's strength from a traditional economic development perspective as well as inclusive economic opportunities. The study team identified five clusters that have both longer-term market viability and inclusive economic opportunity. These five clusters grew during the height of the COVID-19 pandemic. Of these five clusters, SEND identified the Local Real Estate, Construction, and Development sector as having cultural relevance and synergies in southeast Indianapolis.

In addition to this diversity and inclusion challenge, SEND's employer partners in this sector reflect their keen interest in addressing talent and materials supply pinch-points. Specifically, Local Real Estate, Construction, and Development partners say their unfilled demand for skilled talent, too few XBE firms, and critically-limited access to materials and products significantly dampen the industry and their firms' growth potential. The need for more talent pathways programs, access to mentoring and capital for XBE and smaller firms in the industry to scale and address supply chain gaps, and innovations in material selection are acute and pose significant challenges in the Local Real Estate, Construction, and Development sector.

Neighbors

A feasible incubator/accelerator in southeast Indianapolis must be designed to include, benefit, and be inspired and sustained by the would-be entrepreneurs living in Indianapolis' southeast neighborhoods, by the everyday activities in southeast Indianapolis, and by the spirit of the people who

live, work, learn and play in these neighborhoods. Southeast Indy residents and neighborhood stakeholders must feel this facility represents the best of who they are as a community of diverse people. As such, multiple goals and objectives in existing neighborhood plans served as starting points to inform what might be feasible and successful from residents' perspectives.

Southeast neighbors' perspectives directly informed visions and goals outlined in the Pleasant Run Crossing ARI Strategy, Twin Aire Great Places 2020 plan, SEND and SECS strategic plans, and neighborhoods' quality of life plans. Specific themes across these plans that point to neighbors' connection to a skilled trades-focused training and small business support hub are:

- The southeast's rich history as a home of invention and craft, reinforced by a "hard-working spirit" that can be leveraged to attract entrepreneurs and growing businesses;
- A desire to create small business opportunities that increase employment opportunities and leverage community assets of every kind;
- The opportunity to bring a range of business supports and access to capital to address barriers to business start-up and growth and to, therefore, create the opportunity to develop a local procurement program for the Community Justice Campus that utilizes neighborhood and local businesses;
- The need to functionally connect neighborhood residents, returning citizens, and neighborhood initiatives to city-wide and regional workforce development initiatives;
- The opportunity to align supportive service and amenity needs with small business and workforce development goals – for instance, fostering the growth of high-quality childcare and early education providers, expanding bi-lingual programming, accelerating the development of environmental education initiatives to support public space maintenance and creation;
- Twin Aire's "vitality" goals that could be

creatively aligned with an incubator/accelerator – for instance, home repair/construction businesses that could support aging-in-place, homeownership retention, and construction of housing and mixed-use facilities.

The Twin Aire Great Places 2020 Plan⁶ and the Southeast Quality of Life Plan⁷ prioritize several objectives and planned actions that inform the presence and nature of an incubator/accelerator. Using language from these plans, the study team highlights these southeast priorities as instructive in evaluating the feasibility and specifics of a Twin Aire incubator/accelerator:

Great Places 2020

"Opportunity" Goals

Build human capital, support existing businesses, and redevelop industrial/commercial property for new businesses by deploying capital and technical assistance for neighborhood entrepreneurs.

- Create resources for entrepreneurship and minimize barriers to entry for small businesses.
 - Create a Makers Village to act as an incubator for industrial and artisan small businesses.
 - Partner with small business support programs to connect entrepreneurs to business mentoring services.
 - Provide bilingual programming to connect non-native English speakers to small business resources.
- Establish a dense, mixed-use, center of activity.
 - Create additional opportunities for small businesses, retailers, and restaurants in the area.
 - Prioritize development in the Village Center to act as a catalyst for revitalization of the area
 - Reduce barriers to reinvestment.
- Increase employment opportunities for local residents.
 - Connect residents and organizations to larger economic and workforce development initiatives.

"Education" Goals

Offer an array of educational opportunities for all generations of residents to ensure children have access to quality public schools and adults have opportunities to improve their employment skills.

- Expand opportunities for post-secondary education and workforce development.
- Connect low-wage and underemployed workers with training opportunities and higher paying jobs.
- Connect residents to existing services, adult educational programs, job skills programs, and training.
- Provide tailored job skills training that aligns with future employment opportunities.

Southeast Quality of Life Plan

Goal 7: Help neighborhood residents prepare for, find, and keep jobs through the cooperative efforts of SECS, Fletcher Place Community Center, SEND, and Making Connections.

7.1 Sustain and improve Job Pipeline Program.

- 7.1.1 Build relationships with employers.
- 7.1.2 Promote job opportunities.
- 7.1.3 Support and expand present job readiness programs, with special emphasis on assisting residents in overcoming barriers to employment prior to and during employment with barrier busting grants and loans.
- 7.1.5 Explore creating micro-enterprises.

7.2 Increase basic skill development programs.

- 7.2.2 Review, evaluate, and expand existing programs.

Additionally, portions of the Twin Aire Economic Development Area are included in the Indy East Promise Zone, Opportunity Zone, Eastside Economic Recovery and Mobility District (EERMD), and SEND and SECS are part of this activity, planning, and network. The Work Indy East initiative of the Indy East Promise Zone can be supported by a southeast incubator/accelerator. Work Indy East seeks to develop vibrant neighborhood zones of business activity, industries, and commerce in which residents are employed in living wage jobs and aims to accomplish this through

entrepreneurship, industrial reuse, and job training. The EERMD seeks to utilize an evidence-based model developed with its residents. Building assets, growing entrepreneurship, leveraging private investment, creating talent pipelines, and launching one or more social enterprises are all model components supported by the Twin Aire Skilled Trades Center.

Local, Regional Small Business Ecosystem

Local investments in business incubation/acceleration, skill training, and job matching – all significant needs and opportunities on Indianapolis' southeast side – must be validated by and aligned with current market and community realities to be impactful and inclusive. Job creation, employment, and small business income opportunities must be abundant and equitably accessible. Moreover, market studies in other American cities identify gaps in their business ecosystem that impact their community's resilience. These include, for instance, insufficient production and supply of food, child care services, and specific raw materials. Beyond the effects of COVID-19 alone, the study team examined local gaps that could be addressed through strategic business development via the Twin Aire incubator/accelerator. The team explored:

- Strategies to incubate and/or accelerate small businesses that could become part of a cross-cutting ecosystem of products and services that, subsequently, support resilient business and market activity in neighborhoods, locally, and regionally;
- The existing small business support ecosystem in Indianapolis (one that continues to expand and become more integrated in valuable and culturally-competent ways) to identify how the Twin Aire incubator/accelerator could be positioned to benefit from and also add distinct value in this growing, local ecosystem of neighborhood entrepreneurship and innovation;
- Barriers identified through two recent small business ecosystem reports/initiatives in Indianapolis. Through formal stakeholder convenings and interviews, an Indianapolis working

group supported by JP Morgan Chase identified barriers entrepreneurs and small business owners of color face and the support they and the local ecosystem need. Separately, Forward Cities, the Central Indiana Community Foundation, Indy Chamber, and the Local Initiatives Support Corporation supported community members to examine the most significant challenges to inclusive entrepreneurship and identify a set of solutions;

- Accurate and timely employment and firm data.

Results

A Twin Aire Skilled Trades Center can be designed to address critical gaps and leverage assets in Central Indiana's Local Real Estate, Construction, and Development sector. Based on inputs and analysis summarized above in this report and detailed in Appendix B, SEND identified the Local Real Estate, Construction, and Development sector

as having regional cluster strength from a traditional economic development perspective, inclusive economic opportunities, and cultural relevance for southeast Indianapolis.

The study team applied a set of metrics across six dimensions to evaluate 48 industry clusters in Central Indiana in terms of their expected potential for economic growth in the region and their potential to create opportunities for diverse individuals to access quality jobs in the cluster (see figure 3). The resulting "inclusive cluster opportunities" align with the demographic characteristics of southeast neighbors and diversity of southeast Indianapolis neighborhoods (in multiple regards), and, the characteristics of many communities in Indianapolis where economic opportunity has not, historically, been sufficiently inclusive to meaningfully engage residents in Central Indiana's regional economy.

Across the 48 Central Indiana clusters evaluated using this inclusive cluster opportunities methodology, Local Real Estate, Construction, and Development ranks:

Overall Rank	Cluster	Description	Rank: Pre-COVID Strength	Rank: Long Term Growth	Rank: Growth During Covid	Rank: Job Quality	Rank: Job Accessibility	Rank: Diversity Inclusion
1	Transportation + Logistics	Air, rail, marine, truck transportation and supports	7	13	8	34	7	16
2	Biopharmaceuticals	Production of biological, chemical substances for medicinal and pharmaceutical applications	3	20	10	1	40	20
3	Local Real Estate, Construction, and Development	General + specialty contractors; road, bridge, water and sewer line construction; building material dealers	11	5	1	18	14	46
3	Business Services	Business consultants, architects + engineers, computer services HQs	5	3	6	24	42	15
5	Local Health Services	Hospitals, doctors + dentists, nursing homes, medical labs	2	7	25	30	22	11

figure 3: Top 5 of the 48 industry clusters ranked. Lower scores in each of the six dimensions are indicators of good performance.

- First (1st) in its growth during the COVID-19 pandemic: skilled trades sectors grew every month over the last year and more than any other sector in Central Indiana;
- Third (3rd) for its inclusive economic potential: job quality (determined through a set of wage and on-the-job training measures), job accessibility (based on educational/certifications thresholds workers much overcome), diversity/inclusion (percent of BIPOC workers and firms) all point to broad access points for diverse individuals and firms in skilled trades;
- Fifth (5th) for its long-term growth rate: 5,000 skilled trades jobs are expected to be available in Central Indiana between now and 2028;
- Eleventh (11th) for its pre-COVID strength: Marion County and Metropolitan Statistical Area employment and Location Quotient data show the sector has been strong since 2010.

In summary, the Local Real Estate, Construction, and Development sector ranks third (3rd) across 48 regional sectors in terms of its potential to realize inclusive opportunities for persons with lower skill and educational levels. This inclusive cluster opportunity analysis includes evaluating a sector's job quality, job accessibility, and diversity/inclusion (using multiple metrics) alongside the more traditional cluster strength metrics above (i.e., growth during COVID, long-term growth, pre-COVID strength). Notably, the Local Real Estate, Construction, and Development sector's most significant weakness is its current lack of diversity and inclusion.

In addition to the diversity and inclusion challenge, SEND's employer partners in this sector reflected their keen interest in addressing talent and materials supply pinch-points. Local Real Estate, Construction, and Development partners say their unmet demand for skilled talent, too few XBE firms, and critically-limited access to materials and products significantly dampens the industry and its potential. More than 75% of contractors say they are experiencing supply chain issues – from the lack of XBE firms they can hire to materials shortages. The needs for more talent pathways programs, access to mentoring and capital for XBE and smaller firms



figure 4: Real Estate, Construction, & Development cluster results of the six dimension analysis. Note the low-ranking in the diversity and inclusion category, reinforcing the need identified by contractors for more XBE firms.

in the industry to scale and address supply chain gaps, as well as innovations in material selection are acute and pose significant challenges in the Local Real Estate, Construction, and Development sector.

Interpreting the Results

Southeast Neighborhood Development (SEND) can lead a response to these challenges. In collaboration with Southeast Community Services (SECS), community, industry, and public sector partners, SEND can develop a Skilled Trades Center to prepare two generations of residents for high-quality occupations and small business success to strengthen and diversify Central Indiana's skilled trades ecosystem. The Twin Aire Skilled Trades Center can be a hub for job training and upskilling, hands-on learning, small business start-up and growth, high-quality job connections, and supportive services for historically under-invested individuals in southeast and near east Indianapolis, including the robust Latine/Hispanic community, multi-generational Black neighbors, diversely educated and trained persons in broader Central Indiana region, as well as returning citizens transitioning from the Community Justice Campus.

The Twin Aire Skilled Trades Center can be designed to:

- Meet regional employers' short-term and projected talent needs in construction skilled trades (including construction, infrastructure, utilities) and industrial skilled trades, by coordinating and scaling job training delivered through Indianapolis' six Bridges to Career Opportunity sites;
- Partner with industry to meet employers' real-time talent needs (i.e., micro-credentialing), deliver foundational training necessary for success in entry-level jobs now and in the future (i.e., spatial, mechanical, digital skills), and upskill current workers;
- Operate a skilled trades training lab that houses tools, equipment, and technologies for two-generational experiential learning, product prototyping, and small business exploration;
- Grow and support small businesses envisioned and owned by diverse southeast neighbors including persons of color whose companies can diversify supply chains in construction, infrastructure, maintenance and operation of the Community Justice Campus, manufacturing, and beyond;
- Provide access to supportive services, shared spaces, and public amenities to support entrepreneurs and neighbors' economic resilience and well-being.

To achieve these objectives, SEND and its partners – current and future – must acquire and rehabilitate or construct a physical facility that is strategically located to provide access to skills training, business incubation/acceleration, and other resources relevant to the neighborhood and applicable to the region. Toward this end, the study team conducted a locational analysis of available and potentially available sites within approximately a half-mile radius of the Twin Aire Economic Development Area. Sites were analyzed based on factors that included: (a) the presence, absence, size, and general condition of existing structures; (b) ownership; (c) proximity to residential, commercial, and industrial

density or activity; (d) known or expected environmental contamination; (e) proximity and accessibility to/from major thoroughfares and regional connectors.



“The secret of change is to focus all of your energy not on fighting the old, but on building the new.”

-Socrates



SOLUTION

After reviewing the market and community data, considering the relevance of different industry cluster foci, and evaluating trade-offs between incubator/accelerator program models, SEND envisions building a 10,000+ square foot Skilled Trades Center to prepare low-income residents for current and next-generation skilled trades occupations and entrepreneurship. In collaboration with Southeast Community Services and other community, industry, and public sector partners, SEND will prepare two generations of southeast, near east, and regional neighbors for high-quality occupations and small business success to support and diversify Central Indiana's construction and industrial skilled trades ecosystems.

Summary

The Twin Aire Skilled Trades Center will be designed to coordinate job training and upskilling, experiential learning, small business start-up and growth, high-quality job opportunities, and supportive services for historically under-invested individuals in southeast and near east Indianapolis including returning citizens transitioning from the Community Justice Campus. Beyond its hyper-local commitment to inclusively benefit southeast Indianapolis stakeholders, the Skilled Trades Center is designed to operate as a regional hub where Central Indiana firms and residents can engage in skilled trades learning, network development, and capacity building that has regional economic impacts. The Skilled Trades Center concept outlined here is designed to:

- Build capacity in skilled trades job training and upskilling programs delivered through SECS and its five “sister” Bridges to Career Opportunity (BCO) sites⁸ to meet regional employers’ short-term and projected talent needs in construction and industrial skilled trades;
- Diversify skilled trades training by partnering with industry to create nimble training (e.g., micro-credentialing) that meets employers’

real-time talent needs, foundational training (e.g., basic spatial and mechanical training) that creates a bridge by which less-educated and less-experienced individuals can access entry-level jobs or specialized training in skilled trades, upskilling to support workers’ progression along career paths to higher-wage jobs (e.g., short-term training), and training to prepare two generations of workers with skills necessary for the future of skilled trades work (e.g., digital literacy);

- Secure inclusive, community access to a skilled trades training lab that houses tools, equipment, and technologies that can be used by neighborhood as well as regional entrepreneurs and innovators to create prototypes and explore their own business ideas, by educators and industry partners to co-create hands-on learning in construction and industrial skilled trades for students of every age, and by individuals who need direct experience with tools, equipment, and technologies as they earn credentials and build in-demand competencies;
- Incubate and accelerate small businesses by expanding entrepreneurs’ access to capital, coaching, technical assistance, and networks for every stage of business growth. By working

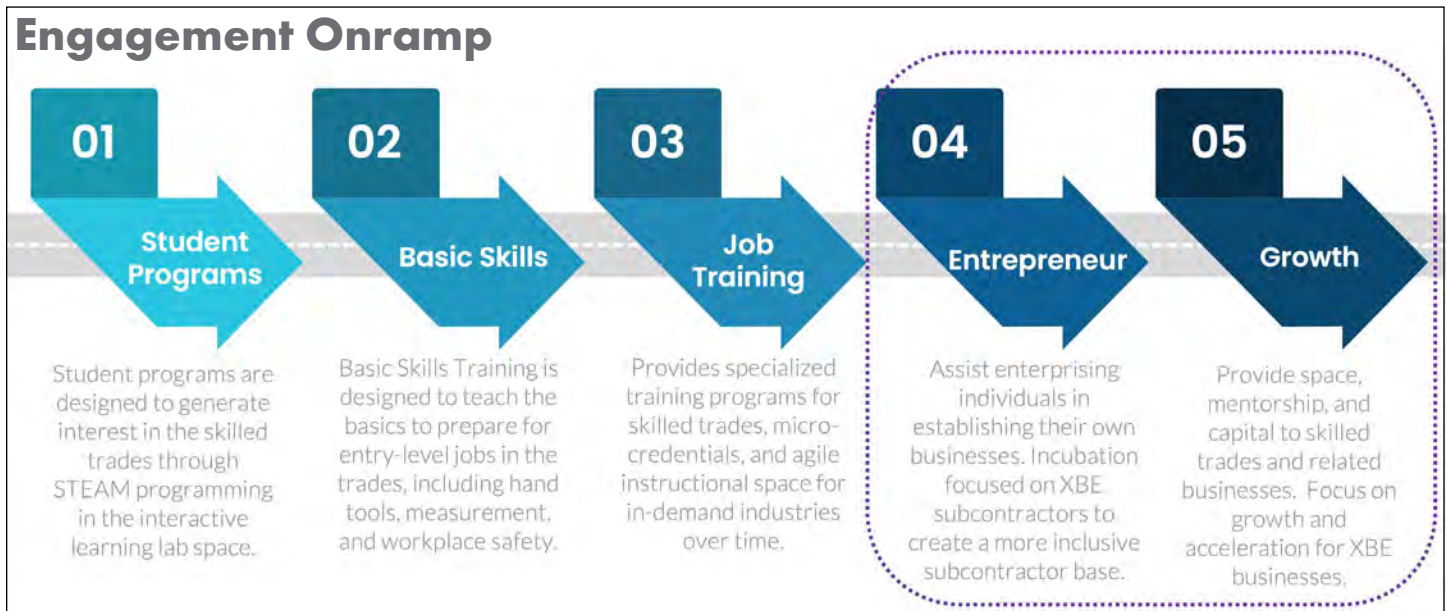


figure 5: The Skilled Trades Center is designed to meet users where they are. Engagement can begin at any point on the path to meet the goals of all users. The area circled in purple represents areas of unique opportunity in the market, where SEND can add the most value with a skilled-trades focus on business development and growth.

with private and public partners, this facility will build XBE firm capacity and strategically diversify regional supply chains to realize the economic potential of existing and planned real estate and construction projects in Central Indiana, deliver goods and services necessary to operate the Community Justice Campus, and strategically address material and capacity gaps impacting regional, industrial supply chains;

- Serve as an access point for neighbors needing supportive services such as health and wellness supports, transportation, food stamps, and legal services;
- Create shared, flexible spaces that neighbors can activate to advance neighborhood collaboration and goals, celebrate neighborhood history and culture, and draw regional neighbors to the Twin Aire Skilled Trades Center and southeast Indianapolis.

The facility is designed to meet users where they are: at all ages, skill levels, and knowledge profiles. Engagement can begin with youth programming or skills training at any age. Individuals that already have basic skills can pursue credentials that make them more valuable in the job market. Practicing skilled trades professionals have a resource if they choose to start their own business or grow an existing small business (see figure 5). The Twin Aire Skilled Trades Hub pulls together existing resources and adds opportunities for entrepreneurs in a supportive environment to increase the capacity of the skilled trades regionally.

Training Lab - Makerspace

The Skilled Trades Center is envisioned to include a training lab that serves as a hands-on learning lab and makerspace for pre-K-12 and adult residents in the Twin Aire neighborhood. The Skilled Trades Center will help close low-income low-income individuals' opportunity gap by providing accessible, short-term training to earn micro-credentials that can lead to industry-recognized certifications, apprenticeships, post-secondary certifications, and educational degrees and prepare



figure 6: The Skilled Trades Center includes an opportunity for K-12 programming to build interest and awareness of careers in the skilled trades in an experiential environment.

adults to earn over \$18/hour. In addition, many construction and industrial skilled trades jobs have career ladders that allow individuals to further their technical skills and earn family stabilizing wages that build individual and community wealth. Through the Skilled Trades Center's training lab makerspace, trainees will have access to tools, equipment, and trained instructors to practice techniques and build competencies. Through partnerships that will be cultivated with local schools, pre-K-12 students will have access to the lab to learn about skilled trades career pathways and build foundational skills to better make informed decisions around careers and post-secondary educational paths. The Skilled Trades Center's elementary/secondary program is expected to reach 600 students annually.

Workforce Training

The Skilled Trades Center can train individuals to meet Central Indiana employer demands for industry-recognized credentials in two general pathways – construction skilled trades and industrial skilled trades. The primary objective of workforce training in the Skilled Trades Center will be to provide short-term training to quickly upskill southeast and other Marion County residents to fill entry-level jobs that provide career ladders to family-stabilizing wages (i.e., \$18/hour and over). Hands-on, work-based, and classroom training will be

integrated to meet trainees' and employers' needs.

Specific construction and industrial skilled trades occupations that are considered by the Indiana Department of Workforce Development (DWD) to be high-demand, high-quality jobs in Central Indiana (Indianapolis, Carmel, Anderson) were pulled from DWD's "INDemand Jobs" projections and are listed in Appendix C. DWD – through their Indiana Career Ready initiative – projects occupational demand ("demand outlook") using a methodology that ranks all jobs based on future growth and wages. This INDemand Jobs methodology includes total openings (for two- and ten-year projected openings, both new and back-fill), occupational growth projections, percentage change (from base year to projected year), real-time labor market information (online job postings collected by Burning Glass Technologies), and wages (from Bureau of Labor Statistics wage estimates). INDemand Jobs projections are updated quarterly and can be used by SEND and its workforce partners to consistently update workforce training paths and foci.

Training at the Skilled Trades Center will leverage the Bridges to Career Opportunity (BCO) model to deliver nimble training (e.g., micro-credentialing) that meets employers' real-time talent needs. It will also include foundational training (e.g., basic spatial and mechanical training) that creates a bridge by which less-educated and less-experienced individuals can access entry-level jobs or specialized training in skilled trades, upskilling to support workers' progression along career paths to higher-wage employment (e.g., short-term training), and training to prepare two generations of workers with skills necessary for the future of skilled trades work (e.g., digital literacy). Training will include micro-credentialing, apprenticeships, and industry-recognized certifications. Micro-credentialing courses are short, usually one time, and one to four hours in length; certifications are, at a minimum, one to two weeks in length but can be longer; apprenticeships follow the United States Department of Labor 192 curriculum standard.

Job training will be provided primarily through Southeast Community Services and any/all of the five other Bridges to Career Opportunity sites

– John Boner Neighborhood Centers, Edna Martin Christian Center, Mary Rigg Neighborhood Center, Flanner House. Coaches at these sites work with clients to build foundational literacy and math skills, while participating in technical training to achieve industry-recognized certifications. Workforce training is delivered through partnerships with regional adult education programs and specialized training providers (e.g., the Indiana Construction Roundtable Foundation, Ivy Tech, employers, and other entities approved on the Indiana Department of Workforce Development's Eligible Training Provider list). While earning these industry-recognized "middle skills," clients participate in financial coaching to learn real-time budgeting and work toward long-term financial goals.

National Skills Coalition research that consistently includes industry engagement, surveys, and recommendations indicates construction and infrastructure investments will create demand for rapid, short-term training and upskilling in traditional training settings and community colleges.⁹ This short-term training can lead to an immediate job or support a promotion. It can also help a person quickly develop baseline skills to enter a longer-term apprenticeship. Industry leaders also want to see apprenticeships expanded with a renewed focus on high-quality programs. This includes reinforcing the importance of Registered Apprenticeship and other work-based learning strategies.

Evidence shows that individuals seeking to enter construction, infrastructure, and industrial skilled trades frequently need support to build essential academic skills (i.e., English language, math) and digital literacy skills.¹⁰ Leveraging the successful BCO model, the Skilled Trades Center will integrate education and training whereby participants receive simultaneous instruction in basic skills and technical training for a specific occupation or industry. Indianapolis' BCO sites – like SECS – provide three foundational services (employment coaching, financial coaching, income support services) and integrate adult basic education with short-term occupational skills training. As a result, short-term skilled trades training (construction and industrial) will result in certifications consistent with the State of Indiana's updated INDemand

projections for Central Indiana discussed in Appendix C.

Job training clients will be recruited primarily by SECS and the five other BCO sites (John Boner Neighborhood Centers, Edna Martin Christian Center, Mary Rigg Neighborhood Center, Flanner House). In addition, SEND will work with local community organizations, beginning with Southeast Community Services, recruiting women and people of color. SEND, SECS, the Immigrant Welcome Center, and other southeast partners have a strong history of collaborating to ensure diverse neighbors have access to workforce development and accompanying services that support training and employment successes. This facility is near the Twin Aire Community Justice Campus. SEND and partners will focus recruitment on returning citizens and work with CJC staff to build partnerships that transition returning citizens to the workforce. Approximately 30% of SECS' existing southeast clients are or have been justice-involved.

Business Incubation/Acceleration

Two recent small business ecosystem reports completed by cross-sector Central Indiana stakeholders and national subject matter experts concluded that small businesses' and XBE entrepreneurs' access to capital, customers, and technical assistance are priority needs in the region. SEND is poised to respond to these priorities through the Skilled Trades Center. As designed here, the Skilled Trades Center can provide small business support services to over 100 businesses yearly. With partners at local CDFIs, banks, and business support organizations, entrepreneurs will have access to capital pathways, financial coaching, and talent to start or grow their business and to, therefore, create quality jobs. Additionally, by developing a network of small businesses in the area, the project will create a hyper-local ecosystem to aid their procurement and supply efforts. Through this effort, local entrepreneurs can be connected to procure supplies from each other, develop new products or businesses, and share labor where available.

The Skilled Trades Center will prioritize specific small business capacity needs identified through

the operation of the Indiana Construction Roundtable's Mentor Protégé Program. This capacity-building mentorship program for XBE firms is incorporated into the development and construction of the Community Justice Campus in which the City of Indianapolis' Office of Minority and Women Business Development is actively partnering.¹¹ Local and regional small business capacity needs that have been identified through the Mentor Protégé Program as being critical to building XBE capacity are:

- Assistance with accounting
- Documentation and record-keeping (XBE cert, licenses, bonds, taxes, etc.)
- Legal assistance in general and with contract review
- Communication skills
- Change order amendments
- Capability statements
- Keeping records of work completed
- Pre-qualification completion and timing
- Performance issues
- Purchasing from XBEs
- Website landing pages
- Good faith effort demonstration

Through its training lab/makerspace, the Skilled Trades Center can also respond to a documented regional economic development need for technology adoption by small businesses. Firm-level technology adoption requires that employees and would-be employees have foundational digital literacy skills that prepare them to learn and apply more advanced technologies to support business technology adoption. The makerspace is envisioned to include hands-on access to digital equipment, tools, devices, and technologies appropriate, made inviting for any learner through application of state-of-the-field technology engagement methods.

Business clients – those interested in incubation and/or acceleration of their skilled trades business – will be recruited primarily through the Mentor Protégé Program and via SEND's and SECS' connections with neighborhood contractors/entrepreneurs who operate informal businesses and/or small businesses that can be formally incorporated and/or scaled. Entrepreneur and business support



figure 7: Top locations for the Skilled Trades Center

training will likely be coordinated by SEND and delivered through a variety of means – via the existing small business support program(s) initiated in the BCO network by Edna Martin Christian Center over three years ago, Indy Chamber’s Business Ownership Initiative, and scaling of the Mentor Protégé Program.

Physical Facility

The Twin Aire Skilled Trades Innovation Center will house several functions in its capacity as a training facility for all ages. At a minimum, the facility will include 10,000 square feet (SF):

- 1,000 SF of hospitality space (lobby, restrooms, etc.);
- 2,000 SF of classroom/flex space;
- 2,000 SF of coworking space; and
- 5,000 SF of training lab/makerspace.

The final scope of the facility will be defined by factors clarified in the Next Steps section of this

report (below). The final scope will be substantially determined by which partners are secured who want to participate in a longer-term lease agreement at the facility. Such agreements could range from SEND leasing office space, space to accommodate a partner’s growing staff, service delivery partners seeking a permanent footprint, and/or co-location of an industry or financial partner (e.g., bank branch, a satellite office for a construction firm or utility, etc.). Each additional secured partner will add to the planned facility’s square footage and will add revenue to the final operating budget. The operating proforma provided in Appendix D includes a calculator function that allows SEND to refine the Skilled Trades Center budget as partners are engaged and relationships are refined.

As SEND secures partners and, subsequently, understands spatial requirements, several sites in and near the Twin Aire Economic Development Area can be considered for the Skilled Trades Center. Figure 7 maps these site options, as outlined below:

Site 1: Twin Aire Drive-In Site

This location is a new construction opportunity that could be placed anywhere on the parcel but could be uniquely suited to buffer future development uses if placed on the triangular-shaped portion at the east end of the site. The size of this parcel could accommodate a larger-scale development and include parking. In addition, its proximity to the CJC and the Twin Aire Shopping Center will ensure adequate transit access for clients.

The success of this option relies on the results of a forthcoming request for information (RFI) and subsequent request for proposal (RFP). The City of Indianapolis will issue these in the first quarter of 2022. While SEND is participating in a Community Benefits Agreement that will be included as part of the City's redevelopment strategy here, the parcel may also create an opportunity to include the Skilled Trades Center. Therefore, SEND should continue to monitor progress of the site's redevelopment process to weigh the opportunity to partner with the selected master developer and the final development proposal.



figure 8: 3627 Southeastern Ave.

Site 2: Twin Aire Shopping Center and Out Lots

The Twin Aire Shopping Center was recently acquired by Health and Hospital Corporation of Marion County. Currently, this property is partially occupied and needs repair. No long-term plans for the shopping center have been shared, but the anchor tenant, Kroger, is still under lease and is an essential resource for the surrounding neighborhood.

This site has a large and underutilized parking lot, providing an opportunity to carve off an out lot that

could benefit from a shared parking arrangement with other shopping center tenants and support a newly-constructed facility (i.e., the Skilled Trades Center). Additionally, if Health and Hospital intends to invest in repairs to the shopping center, the Skilled Trades Center could serve as a second anchor tenant at the north end of the shopping center. This location benefits from existing parking and transit access.

Additionally, this area is home to several former industrial properties suitable to house the Skilled Trades Center. As the site's development project scope is clarified, for-sale listings can be referenced to identify other compatible locations for the Skilled Trades Center. Many surrounding sites would likely qualify as brownfields due to their historical uses and proximity to a railroad. This may enhance Skilled Trades Center funding applications for sources that prioritize investment in brownfield rehabilitation (such as the New Market Tax Credits with the City of Indianapolis and EDA's brownfield grants), but it will have corresponding development cost implications.

Site 3: 3627 Southeastern Avenue

This facility is a vacant office building, formerly home to an engineering firm and currently held by MJK Real Estate Investments LLC. The facility includes approximately 11,300 SF and would be a candidate for rehabilitation, if the final Skilled Trades Center development scope does not need to house several tenants. Parking on this site is limited, as the site is just over 1.3 acres, but transit is available via Indy Go's 14 Line along Prospect Street. The closest stop is at Prospect and Ewing, requiring a 5-minute, .2-mile walk to complete the trip to the site.

Site 4: Prospect Southern Annex

This triangle of property south of Prospect Street was identified in the ARI Strategy as a potential site for a future incubator/accelerator. The site would benefit from a Prospect Street address, since it is a multi-modal street with a bike lane and bus routes. This property is held by the City of Indianapolis and is fenced and currently used as a laydown and staging area for work in progress. The

eventual use of this property would depend on the conclusion of this work and successful negotiation of a project agreement with the City of Indianapolis for new construction of the Skilled Trades Center facility.

Development Budget

To establish proposed sources and uses for the development budget (see Appendix D), the team made several assumptions about the yet-defined facility:

- The facility is a rehabilitation where the initial property is purchased for \$800,000;
- The rehabilitation budget is \$115 per SF and has been applied to a 16,750 SF facility that assumes a large, 5,000 SF tenant is identified;
- Soft costs are \$1,000,000 to accommodate the higher costs of a mixed-finance transaction;
- Developer fee is 15% of the acquisition, rehabilitation, and soft costs;
- Equipment cost is \$1,000,000;
- Working capital is \$250,000 to cover year one income deficit as the property reaches stabilized operations in year two.

The resulting development budget is approximately \$5,500,000. However, as the Skilled Trades Center project is further defined with partners, some sources of funds may be better suited for the transaction than those outlined in this budget. For a list of potential funding sources, see the Sustainability section of this document (page 32).

Operating Budget

The operating budget (see Appendix D) is based on a revenue model that includes fee-based classroom participation, fee-based and grant-funded youth programming, a sliding scale membership model, leasable spaces for business acceleration and corporate partners, and substantial philanthropic involvement. The operating budget includes the following assumptions:

Sources	
Debt	669,746
CDBG (LIFT Indy)	500,000
NMTC	1,453,238
EDA	1,912,204
In-Kind Equipment Donation	1,000,000
Total Sources	\$5,535,188

Uses	
Acquisition	800,000
Construction	1,926,250
Soft Costs	1,000,000
Dev Fee	558,938
Equipment	1,000,000
Working Capital	250,000
Total Uses	\$5,535,188

figure 9: Project Sources and Uses

- In-house staff to provide low-cost, fee-based classes in tool training or other business workshops. Classes are estimated to have 300 participants, annually, at the cost of \$50 per course;
- Youth programming is estimated to reach 600 students at the cost of \$10 per student and is supplemented by STEM grants;
- A sliding scale membership program provides access to the coworking and training lab/makerspace. It assumes 175 users at monthly rates between \$25 and \$50. These rates are conservative and below market for other similar offerings;
- Dedicated desk rental for growing businesses;
- Several small offices for growing companies;
- 5,000 SF of leased space for a long-term lease with a partner, budgeted at \$15 per SF.

Modifying these numbers/assumptions alters the model and could decrease reliance on fundraising and philanthropic participation. Additionally, much of the trades-based training is currently assumed to be delivered by partner organizations (e.g., SECS and other local BCO sites and training

providers) and is not reflected in the revenue. Therefore, working with participating partners to develop a revenue model that supports the facility will positively impact the facility budget over time.


The facility’s scale in this model makes the same assumptions presented in the development budget to calculate operating expenses (primarily using square foot-based calculations). However, most operating expenses are in staff. The training lab/makerspace component of the Skilled Trades Center will require a director who can provide instruction for and maintain equipment in the facility. A dynamic facility director who can raise funds and manage relationships with partners will also be a critical hire for the facility.

In addition to their inclusion as static budgets in Appendix D, the development and operating budget models have been provided electronically to SEND. These electronic models serve as templates that can be modified as relationships develop and more details are known about specifics of the Skilled Trades Center facility, operations, and related staffing needs.

REVENUE	AMOUNT
Membership and Leases	\$258,000
Program and Facility Revenue	38,400
Philanthropic/Funds Raised	300,000
Total	\$596,400

EXPENSES	AMOUNT
Debt Service	\$117,473
Staff and Overhead	351,750
Building Overhead	53,755
Other	40,900
Total	\$563,755

figure 10: Operating revenue and expenses summary in year 2 when operations stabilize.



“Never look down to test the ground before taking the next step; only he who keeps his eye fixed on the far horizon will find his right road.”

-Dag Hammarskjold

LOOKING TO THE FUTURE

The Twin Aire Skilled Trades Center can increase job opportunities for residents within a three-mile radius of the facility and support individuals across the region on pathways to career ladders with family stabilizing wages. Development and operation of the Skilled Trades Center focuses on recruiting from Twin Aire and neighboring communities. To build recruitment paths to the Skilled Trades Center, SEND will work closely with SECS and the five other Bridges to Career Opportunity sites, southeast Indianapolis organizations and schools, and other city and regional community service centers to identify individuals interested in upskilling and/or entrepreneurship and small businesses desiring to build capacity and connections in the regional skilled trades industry.



Sustainability

Like most development projects, realizing SEND’s vision for the development and sustainability of a Twin Aire Skilled Trades Center will require a mixed-finance capital stack. The development and operating budgets (see Appendix D) outline preliminary expenses, revenue, sources, and uses in a capital stack that can be pursued in 2022 and 2023.

A mixed capital stack for the Skilled Trades Center should include grant and capital programs designed to target distressed geographies and persons, improve access to business and household support services, and achieve more equitable and inclusive economic development outcomes across

neighborhood and regional economies. Existing Federal and local sources of grants and capital relevant to the Skilled Trades Center are included in figure 11.

Next Steps

In understanding what can be impactful and feasible as STEP 1, SEND can look to immediate next steps – engage partners to collaborate in specific and diverse ways to move the Twin Aire Skilled Trades Center forward, assess specifics of a capital campaign, and select an operator for the Skilled Trades Center. These next steps are discussed below.

Funding Sources	Foci	Deadlines
Economic Development Administration ¹²	Grants, cooperative agreements, loans to support technology, product, business development and firm growth; supply chain development; infrastructure investments; job creation; innovation capital leverage; etc.	Multiple
ACF – OCS – Community Economic Development Projects	Grants to CDCs for “well-planned, financially-viable, and innovative projects” to enhance job creation and business development for individuals with low incomes; encouraging projects in OZs	Summer 2022
HUD Section 108	Flexible financing for economic development, housing, public facilities, infrastructure projects	
New Market Tax Credits	Tax credits for projects in “severely distressed” census tracts	Rolling
Community Development Block Grants	Grants for housing, QOL, economic opportunity investments for low- and moderate-income communities	Rolling
Department of Labor	Workforce development grants	Multiple, TBD
Community Development Finance Institutions	Loan products	
Local Initiatives Support Corporation	Workforce development and other program grants; capital in many forms	Multiple, TBD

figure 11: Funding sources to consider for the Twin Aire Skilled Trades Center

STEP 2: Engage partners.

Successful planning for and launch of the Twin Aire Skilled Trades Center will require SEND to cultivate and engage partners. Fostering partnerships will bring subject matter expertise, funding and financial resources, programs, and capacity to the Skilled Trades Center. In addition to employing traditional, valuable methods of engaging diverse partners through existing organizational, staff, and board member networks, the study team recommends SEND focus initial partner cultivation in three straightforward ways:

1 - Identify and engage partners around the six Skilled Trades Center programs envisioned.

These six program dimensions are:

- Meet industry talent needs through micro-credentialing, apprenticeship, certification-based job training;
- Diversify and strengthen supply chains by engaging industry partners who have demonstrated they are poised to hire trained workers and support XBE firms' capacity;
- Prompt hands-on learning and innovation through community members' and firms' access to tools and equipment for training and prototyping;
- Support entrepreneurs and business growth through mentoring, coaching, capital, and technical assistance;
- Engage the southeast community by creating flexible spaces neighbors can activate;
- Improve neighbors' well-being by creating access points for services that support health, transportation, financial wellness, and other critical needs identified over time.

This program-focused engagement can begin by looking at existing organizational, staff, and board member networks, "mapping" entities and individuals in those networks to one or more of these six

Skilled Trades Center programs, shaping communications with these entities/individuals around the specific program(s), then collaboratively assessing partnership potential specific to the program(s). The study team jump-started this work for SEND by structuring a simple tool that identifies initial partners and "maps" them to these six Skilled Trades Center program dimensions. SEND staff then integrated the tool with SEND's contact management database to continue this program-focused partner identification and cultivation. Among the advantages of this approach is that SEND can assess, over time, the viability of each program dimension from the perspective of whether and how partners are being successfully engaged to bring their expertise, capacity, funding, and/or other resources to deliver on each program dimension.

Additionally, SEND must organize a coalition of partners who will support development of the Twin Aire Skilled Trades Center as a place, a physical hub of innovation to grow Central Indiana's skilled trades sector and expand the sector's economic impact through strategic activities. This involves cultivating partners to finance, develop, and sustain the Skilled Trades Center. Thus, the study team recommends that SEND also focus initial partnership building in a second way:

2 - Identify and engage partners around the core development and operational functions necessary to build, launch, and sustain the Skilled Trades Center.

These core development and operational functions are organized in Appendix E. Importantly, this core functions table can inform how SEND structures a request for proposals for a Skilled Trades Center operator (provided in Appendix F) and how SEND structures other relationships to successfully develop, operate, and sustain the Skilled Trades Center. For example, roles not covered by the operator can be covered through additional requests for proposals, contracts, memoranda of agreement, etc. SEND can also use this core functions table as a tool to consistently clarify SEND's own roles and in-house capacity to develop, operate, and sustain the Skilled Trades Center.

Ultimately, the development, operation, and longevity of a Twin Aire Skilled Trades Center will depend upon SEND's ability to engage users of the space. As such, the study team emphasizes SEND's need to build early working partnerships with neighbors as a third priority:

3 - Actively and intentionally engage southeast Indianapolis residents, business owners, educators, and other community stakeholders to learn about and participate in shaping and promoting the Skilled Trades Center as a physical place and a set of resources.

The success and sustainability of projects centered in residential areas as dense as southeast Indianapolis depend critically upon the relevance of such projects to residents, of course. Cultural relevance is even more critical to success and sustainability when the project is an incubator/accelerator intended to cultivate the entrepreneurial spirits of neighbors and engage them in diverse ways. In assessing the feasibility of an incubator/accelerator – or any neighborhood project, for that matter – the everyday realities of neighbors and community

stakeholders contribute expertise that is as important to consider as market and demographic data. Change that is rooted in place, in neighborhoods, requires people in that place to take ownership of and steward this change. This is even more profoundly the case when the change is not just physical but also in the way people see themselves – as creatives, as entrepreneurs, as small business owners, as persons with marketable ideas, valuable skills, and effective relationships. Therefore, the study team recommends that SEND's early partnership development include an explicit strategy to include southeast stakeholders in the design of the physical space and programmatic specifics of the Skilled Trades Center.¹³

STEP 3: Recalibrate and assess capital campaign.

Once key partners are identified for sponsorship, tenancy, and program delivery, it is important to recalibrate the development and operating budgets considering each revenue source. As discussed above, realizing SEND's vision for the development

ENGAGE PARTNERS

Goal: Identify critical partnerships that will determine space requirements and build out the economic model (leased space revenue, donations, programming partners, real estate partners, etc.).

Resources:

- Bloomerang Database (tool delivered prior to this plan),
- Skilled Trades Center Overview Slides attached in Appendix A and available electronically to customize for prospects)

RECALIBRATE BUDGET

Goal: Utilize resources identified in the engagement of partners to recalibrate the budget with fewer assumptions to identify gap. This step includes final site selection to inform construction type and acquisition costs.

Resources:

- Budget located in Appendix D and delivered electronically. A summary of assumptions at time of publication is located on page 27 of this document.

PROCESS

figure 12: Process diagram of next steps to realizing the Twin Aire Skilled Trades Center

and sustainability of a Twin Aire Skilled Trades Center will require a mixed-finance capital stack. One element of this stack will be grants and gifts. Still, realistic expectations about the goals of a capital campaign are critical to the launch and sustainability of this Skilled Trades Center initiative.

The study team recommends that SEND assess the feasibility of a capital campaign. While consultants can undoubtedly conduct this assessment, the study team recommends SEND's board of directors create a small, ad hoc committee with a clear charter to assess the feasibility of a capital campaign to support a Twin Aire Skilled Trades Center. A temporary committee of three to five, thoughtfully-selected members of the board, neighborhood stakeholders, and subject matter (i.e., capital campaign) experts willing to offer their time could reach meaningful and straightforward conclusions about realistic capital campaign goals

for SEND and partners in this Skilled Trades Center initiative.

To build these conclusions about a Twin Aire Skilled Trades Center-focused capital campaign, the ad hoc committee should:

- Interview current and former board members, key community leaders and decision-makers, supporters, funders, and City/government officials;
- Collect data and conduct institutional research to determine:
 - (1) What size leadership gift can be secured to support the Skilled Trades Center?
 - (2) How many potential donors are activated/poised to make a current gift in this project?
 - (3) What is local institutional donors' readiness to invest in SEND and the Skills Trades Center?
 - (4) What kind of fundraising diversity can be achieved to support the Skilled Trades Center in terms of gift sizes and potential donor prospects?
 - (5) What fundraising goal can a capital campaign realistically achieve, and in what phases and/or time frame?
- Analyze data collected and interview staff to identify critical opportunities and challenges;

FUNDING APPLICATIONS

Goal: Apply for funding sources as opportunities open. Review rolling opportunities as more details finalize. **This process will be ongoing.**

Resources:

- Funding sources delineated on page 32 of this document.
- Appendix K includes specific information known at the time of publication demonstrating CEDS alignment for the EDA

ASSESS CAPITAL CAMPAIGN

Goal: Fill financial gap not already addressed by partner relationships.

Resources:

- Empanel a committee to assess campaign based on process outlined above.
- Consider forming the Advisory Committee at this point if it has not yet been formalized. Utilize their network to identify opportunity.

SELECT OPERATOR

Goal: Evaluate program dimensions already covered with partnerships, then compile an RFP to identify an operator to cover other remaining program dimensions needed.

Resources:

- Program Dimensions to consider are located in Appendix I
- Appendix F includes an RFP Template for Operator

- Strategize around and test potential solutions to both key opportunities and key challenges;
- Prepare a plan and secure feedback from interviewees before launching it;
- Outline conclusions in alignment with a set of best practices in fundraising success and program sustainability:¹⁴
 - (1) Board and staff commitment to philanthropy
 - (2) A clear case for support
 - (3) Stated goal and related success metrics
 - (4) Proper staffing, training, and policies for campaign leaders (paid and volunteer)
 - (5) Excellent communications
 - (6) Excellent processes and systems
 - (7) Volunteer support at all levels
 - (8) Donor recruitment and upgrading at all levels and in all categories;

The study team expects SEND's ad hoc committee can complete this assessment in six to nine months, simultaneously to and even as a strategic element of partner engagement (i.e., STEP 2, outlined above). Partnership conversations can be planned to include specific questions articulated by the ad hoc committee as part of their capital campaign assessment process. Questions can be designed to identify potential donors and capital campaign partners and secure specific responses from these potential donors and partners about likely gift sizes, gift activation timing, and mutually-beneficial capital campaign strategies. Members of the committee can even be invited strategically to participate in specific partner engagement conversations.

STEP 4: Select operator.

Existing incubators and accelerators are successfully operated using a wide variety of models.¹⁵ Core operating functions of the Twin Aire Skilled Trades Center are outlined in Appendix E, an operations plan and makerspace director request for proposals are provided in Appendix G, and several case studies are included in Appendix H. SEND can strategically attract partners to take on

particular functions and, of course, assess what roles SEND wishes to take on itself. The type of operator necessary for the Skills Trades Center will shift accordingly. As such, the study team provides a template for a request for proposals for an operator (see Appendix F). As discussed in STEP 2 – 2 (above in this Next Steps section), the core functions table provided in Appendix E can interact with and inform how SEND structures a request for proposals for a Skilled Trades Center operator. Thus, the value of the operator RFP template provided in Appendix F that SEND and its partners can customize when they are ready to secure an operator.

The study team is providing two other tools that complement and support the operator RFP template:

- Appendix I provides a Program Dimensions table that programmatic dimensions of the Twin Aire Skilled Trades Center, as currently envisioned but that can be customized;
- Appendix J suggests potential local, regional, and national advisory committee members who can collectively contribute: (1) southeast Indianapolis expertise; (2) small business development approaches to realizing local and regional economic development objectives; (3) best practices in incubator/accelerator structure and operation, experience with small business and entrepreneur support programs and innovation strategies (Indianapolis-based, regional, and national); (4) specialized workforce development expertise (for example, job pathway development in the context of sector-specific incubator/accelerator strategies and transitional job experiences for returning citizens); and (5) other critical experience and/or relationships valuable for the success of the Twin Aire incubator/accelerator.

ENDNOTES

- ¹ The full version of *A Comprehensive Development Plan for Twin Aire: Pleasant Run Crossing ARI Strategy and Loving Indy's Next Great Places* can be found [here](#).
- ² Context for and details of *Great Places 2020* can be found [here](#).
- ³ SAVI data, pulled September 2020.
- ⁴ Notably, this feasibility study did not include direct community engagement. Rather, the study team was asked to analyze and integrate findings, recommendations, visions, and resident opinions elevated through previous community engagement that was orchestrated to build southeast and Indianapolis plans.
- ⁵ Several case studies are included in this report package as Appendix H.
- ⁶ Readers may find the full *Twin Aire Great Places 2020 Plan* [here](#).
- ⁷ Readers may find the *Southeast Quality of Life Plan* [here](#).
- ⁸ Detailed information about the Local Initiatives Support Corporation's Bridges to Career Opportunities model and local program sites can be found [here](#).
- ⁹ Two links to tools and data the State of Indiana updates quarterly are provided here:
 (1) [Hoosier Data](#) provides occupational (and industry/cluster) details for Indiana and workforce regions within it. Marion County is Region 5;
 (2) [INDemand Jobs](#), from INDIANACAREERREADY, "focuses on high-demand, high-wage jobs for today and tomorrow" and updates projections quarterly.
- ¹⁰ Please see this and other relevant and consistently updated data at: [National Skills Coalition](#)
- ¹¹ Information about and registration for the *Indiana Construction Roundtable Mentor Protégé Program* can be found [here](#).
- ¹² Appendix K aligns the *Skilled Trades Center* with the *Regional Comprehensive Economic Development Strategy (CEDS)* and *EDA* priorities.
- ¹³ The study team encourages SEND to creatively leverage the existing neighborhood/southeast meeting and event infrastructure (in-person and virtual) in order to dialogue with residents and southeast community stakeholders throughout the next (and all) phases of partnership development, capital campaign assessment and execution, and operator selection. Regular interactions with and reciprocal information sharing between SEND, Twin Aire/southeast residents, as well as Southeast Community Services and other southeast organizations will serve important data collection and project engagement functions to complement our team's formal data collection and analysis outlined above. Of course, this is not to preclude regional stakeholder engagement, but the study team advises a commitment to ensuring Twin Aire and southeast residents and stakeholders of every kind view this *Skilled Trades Center* as theirs – something they "own" and will steward and promote because they participated in envisioning and executing details.
- ¹⁴ Report prepared by Ashley|Rountree and Associates, 2019
- ¹⁵ Several case studies with high relevance to development of the *Twin Aire Skilled Trades Center* are provided in Appendix H.

GLOSSARY

Incubator vs. Accelerator

While the terms are often used interchangeably, incubators and accelerators serve different purposes for varying start-ups and businesses. Typically, core components of these two basic frameworks include:

	INCUBATORS	ACCELERATORS
Duration	1 to 5 years Suits long-term projects that will spend months/years in early formation and, somewhat, into the validation stages of the start-up life cycle.	3 to 6 months Predominantly focused on helping teams in the validation stage of the start-up life cycle. Designed to boost growth rapidly.
Venture stage	Early or late	Early
Selection	Noncompetitive or competitive	Competitive, cyclical
Services	Mentoring (tactical, minimal), connections to investors and business partners, capital, office space, administration support.	Rapid validation of ideas, mentoring (intense, personalized), support and education from industry experts, capital.
Cohorts	No Often focused on a sector, working with start-ups still recruiting founding team.	Yes Highly structured, focusing on teaching specific skills to a cohort and promoting collaborative learning.
Business model	Mostly nonprofit. Leases average two years.	Mostly for-profit. Equity proposition.

Hybrid organizational frameworks exist and combine elements of incubator and accelerator frameworks to leverage specific opportunities and/or address specific needs. For instance, business services offered through a hybrid entity might incorporate particular incubator and accelerator practices or create a start-up selection process that is competitive but continuous (rather than competitive and cyclical, like a traditional accelerator).

On the other hand, innovation districts are mixed-use, multidimensional, place-based innovation ecosystems that combine academic institutions, corporate R&D, cross-sector anchors, and start-ups and are often thought of as the 21st Century evolution of suburban research parks. Innovation districts currently sit at the nexus of innovation and economic development policies. They typically include incubators, accelerators, and/or training centers as dimensions of a comprehensive, economic impact ecosystem they develop.

Latine/Hispanic

Many terms have been used to identify the diverse population of persons having Central and South American heritage. Latinx was once the most common descriptor, but is not often embraced by the population itself. For the purpose of this document, the intentional choice was made to utilize Latine/Hispanic, which incorporates a more broadly embraced term (Latine) and the descriptor utilized by the Census Bureau (Hispanic).



“Details make perfection, and
perfection is not a detail.”

-Leonardo DaVinci

APPENDICES

- A Skilled Trades Center Overview
- B Data Collection Results
- C Skilled Trades Occupational Demand
- D Budgets
- E Core Functions
- F RFP Template for Operator
- G Operations plan
- H Case Studies
- I Program Dimensions
- J Advisory Committee Recommendations
- K CEDS alignment with EDA
- L Tenant Lease Agreement

Appendices to this report are intended to serve as tools in a toolkit that can support SEND in further envisioning and evolving the Twin Aire Skilled Trade Center. Appendices that follow are:

Appendix A – Skilled Trades Center Overview

This tool is a static version of a presentation deck created for SEND’s use in communications, partner recruitment, funds development, and engagement for the Twin Aire Skilled Trades Center.

Appendix B – Data Collection Results

This section shows demographics, community, cluster, and other market/economic data for multiple levels of geography that were used to analyze opportunities and gaps and inform articulation of the Twin Aire Skilled Trades Center.

Appendix C – Skilled Trades Occupational Demand

This tool provides a list of occupations from the State of Indiana’s INDIANA CAREER READY (specifically, their INDemand Jobs) that are high demand, high wage jobs for the present and future in Central Indiana. The tool also provides links to the State’s INDemand Jobs portal that updates these occupational projections each quarter and can, therefore, be used by SEND and partners in real-time.

Appendix D – Budgets

The preliminary operating budget and development budgets are included here. Assumptions, sources, and uses for each of the budgets are outlined in the narrative itself. The electronic version of this document includes an Operating Proforma Calculator that SEND can use as an editable tool, over time, as more partners are engaged and related financial details evaluated.

Appendix E – Core Functions

This tool provides a list of core roles and responsibilities for the various aspects of the facility. This list can be useful for understanding the roles and responsibilities of SEND, third-party operators, tenants, and other building-related stakeholders. As such, this tool can be used to structure, specifically, what will be included in any RFP for a facility operator (see Appendix F – RFP Template for Operator), RFP for a developer, MOUs for program partners, agreements with tenants, and/or determine what SEND wishes to deliver in-house.

Appendix F – RFP Template for Operator

This tool is an RFP template for a third-party facility operator. If SEND chooses to hire a third-party operator for the Skilled Trades Center, this template can be customized, edited, and posted. This tool can also interact with the list of core operator functions provided in Appendix E – Core Functions.

Appendix G – Operations Plan

This tool outlines a basic operational plan for the Twin Aire Skilled Trades Center including context regarding the Economic Development Administration’s definition of an incubator/accelerator, a management plan, and a job description/RFP for director of the makerspace/training lab envisioned in the Center.

Appendix H – Case Studies

This “tour” of industrial skilled trades innovation spaces shows the diversity of approaches, operators, and partners on which such spaces rely. In addition to providing tangible examples of structures and recommendations outlined in this report, the tool here provides links to additional resources to support SEND’s implementation of these recommendations.

Appendix I – Program Dimensions

This table outlines basic services/resources the Twin Aire Skilled Trades Center is envisioned to include. By no means does the Center need to include all of these programmatic dimensions, but a significant number will strengthen the programming in and impact of the Skilled Trades Center. This tool will be useful when interviewing prospective partners to ensure program alignment between the partner and the Skilled Trades Center. And this tool can be customized by SEND and continue to evolve.

Appendix J – Advisory Committee Recommendations

A list of suggested local, regional, and national advisory committee members who can collectively contribute southeast Indianapolis expertise, small business development approaches to realizing local and regional economic development objectives, best practices in incubator/accelerator structure and operation, experience with small business and entrepreneur support programs and innovation strategies (Indianapolis-based, regional, and national), specialized workforce development expertise (for example, job pathway development in the context of sector-specific incubator/accelerator strategies and transitional job experiences for returning citizens), and other key experience and/or relationships valuable for the success of the Twin Aire Skilled Trades Center.

Appendix K – CEDS Alignment with EDA Priorities

This appendix provides a written narrative that discusses alignment between the EDA priorities, CEDS, and Twin Aire Skilled Trades Center, in response to a specific question the EDA-900 form. The narrative provided here can be edited before a submission to EDA.

Appendix L – Tenant Lease Agreement

This is a template for a tenant lease agreement, one that should be amended to reflect details of the leased space plan, the parties involved, and the legal structure of the facility’s ownership. This template includes a reference to a QALICB (referencing a New Market Tax Structure) in addition to the LLC Serving as landlord. Further, Addendum 1 includes a mechanism to document partner participation requirements in programming. The generic entity “SPIN” (or Service Provider, Inc.) is included for purposes of this example. Please keep in mind, a revenue model based more on membership will reduce the overhead of managing multiple, complicated leases. This is provided for reference and any final form of lease should be developed in coordination with legal counsel.



Twin Aire
Incubator | Accelerator
Feasibility Study



SEND PARTNERED WITH THE CITY OF INDIANAPOLIS TO COMPLETE A FEASIBILITY STUDY FOR A SMALL BUSINESS INCUBATOR AND ACCELERATOR TO BE LOCATED WITHIN THE TWIN AIRE ECONOMIC DEVELOPMENT AREA.

RFP

Study Team



5 Phases | 12 Months



Data Collection
Provide updated market and community data to reflect COVID-19 impacts and to include data layers important to inclusive economic development strategies.

Validation
Analyze updated and expanded data to validate and evolve Twin Aire incubator/accelerator strategies.

Cultivation
Cultivate and integrate neighborhood, city, regional, and national assets deemed important to the success, sustainability, and relevance of the incubator/accelerator in southeast Indianapolis.

Operations
Outline incubator/accelerator operations logistics and interface with the Community Justice Campus and other southeast assets.

Sustainability
Develop a sustainable funding strategy for the Twin Aire incubator/accelerator.

Inclusive Cluster Opportunities



Looked at data through Q3 2020 along **6 dimensions** to identify inclusive cluster opportunities.

Skilled Trades for the Region

Strong regional cluster. Critical gaps. Inclusive opportunities.

The gap between demand and supply for skilled trades workers and diverse firms to fill supply chains is growing wider.



Skilled trades offer inclusive economic opportunities in Central Indiana, rating well for job access and job quality, in addition to long-term job growth overall.

Skilled Trades for the Region

Strong regional cluster. Critical gaps. Inclusive opportunities.

- 1st Growth During COVID-19
- 5th Long-term Growth Rate
- 11th Pre-COVID Strength

Skilled Trades for the Region

Strong regional cluster. Critical gaps. Inclusive opportunities.

- 3rd Inclusive opportunities
- Job Quality
- Job Accessibility
- Diversity / Inclusion

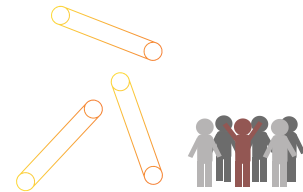
Skilled Trades for the Region

Strong regional cluster. Critical gaps. Inclusive opportunities.

5,000

skilled trades jobs are expected to be available in Central Indiana between now and 2028.

Skilled trades sectors grew every month over the last year and more than any other sector in Central Indiana.



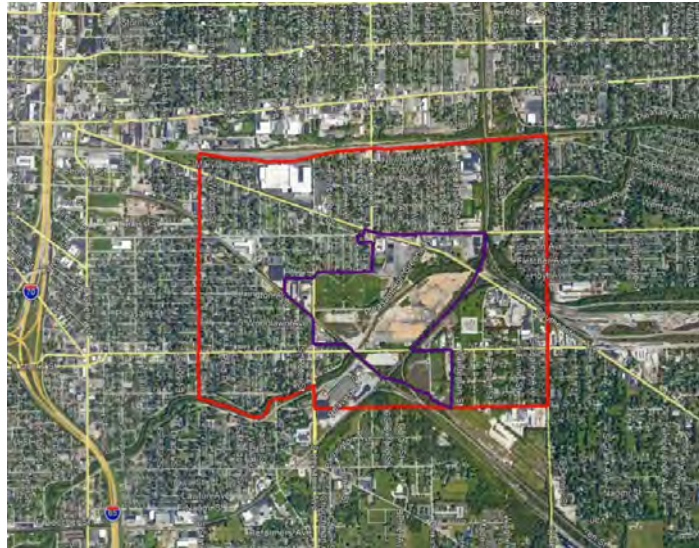
Over 75% of contractors say they are experiencing supply chain issues – from materials shortages to lack of XBE firms they can hire.

TWIN AIRE SKILLED TRADES INNOVATION HUB



Serving the region, supporting Twin Aire.

Southeast Neighborhood Development (SEND) is building a 10,000 - 15,000 SF Skilled Trades Innovation Hub to prepare low-income residents for current and next-generation skilled trades occupations and entrepreneurship and address industry gaps.



**CREATING JOBS OF THE FUTURE,
SUPPORTING XBE SMALL BUSINESSES,
BUILDING GENERATIONAL WEALTH,
STRENGTHENING COMMUNITIES**

All in Twin Aire.



Focus on Industrial & Construction Skilled Trades

- Industrial, skilled trades: Welders, mechanics, machinists, tool and die makers, programmers.
- Construction skilled trades: Carpenters, bricklayers, insulators, electricians, plumbers, utility line workers, gas fitters.



Skilled Trades Innovation Hub Programs

Aligning assets. Addressing gaps. Creating inclusive opportunity.



Meet industry talent needs.
Micro-credentialing, apprenticeship, certification based job training.



Prompt hands-on learning and innovation.
Community and employer access to tools and equipment for training, prototyping



Engage community.
Shared, flexible spaces that can be activated by neighbors



Diversify and strengthen supply chains.
Industry partners ready to hire trained workers and support XBE firms



Support entrepreneurs and business growth.
Mentoring, coaching, capital, technical assistance



Improve neighbors' well-being.
Access point for services to support health, transportation, financial wellness, and more

Skilled Trades Training Lab

High-tech advanced manufacturing equipment available to the community through affordable memberships and classes to enable residents to design, prototype, and produce hard-tech innovations.



Rapid Prototyping

3D printers (SLA, FDM, SLS) and laser cutters



Wood Working

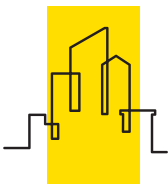
Planers, saws, lathes, drills, sanders, and more.



Electronics

Soldering stations, oscilloscopes, multimeters, and more.

Impact for All



10
XBE firms supported by industry partnerships



100
XBE emerging and scaling business supported through mentorship, capital pathways, technical assistance



600
K-12 youth visiting the center annually to learn about skilled trades career pathways



240
residents participating in job training programs; 35% hired by industry partners after program completion

BUDGET
DEVELOPMENT

Sources

Debt \$669,746
CDBG (LIFT Indy) \$500,000
NMTC \$1,453,238
EDA \$1,912,204
In-Kind Equipment Donation \$1,000,000
Total \$5,535,188

Uses

Acquisition \$800,000
Construction \$2,485,188
Soft Costs \$1,000,000
Equipment \$1,000,000
Working Capital \$250,000
Total \$5,535,188

BUDGET
OPERATING

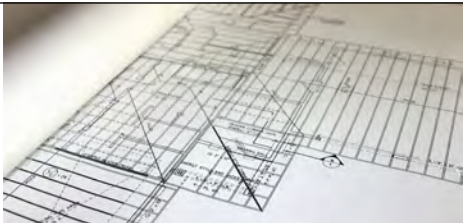
Expenses

Debt Service \$117,473
Staff and Overhead (5 FTE) \$351,750
Building Overhead \$53,755
Other \$40,900
Total \$563,755

Revenue

Membership and Leases \$258,000
Program & Facility Revenue \$38,400
Philanthropic/Funds Raised \$300,000
Total \$596,400

**At year 2, stabilized operation*



Building Together

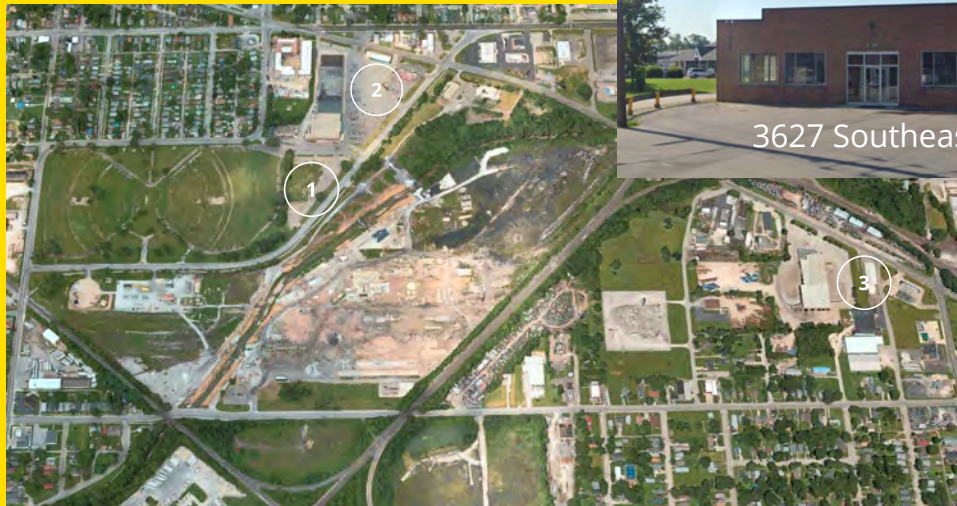
Partnerships with best-in-class private, non-profit, and government organizations:

- Southeast Community Services
- City of Indianapolis
- Latinas Welding Guild
- LISC
- Shiel Sexton
- Indy Chamber

LOCATION



LOCATION



Discussion

**COMING TO
TWIN AIRE
2023**





Opportunities.



Diversify and strengthen supply chains.
Industry partnerships ready to hire trained workers and support XBE firms



Support entrepreneurs and business growth.
Mentoring, coaching, capital, technical assistance



Meet industry talent needs.
Micro-credentialing, apprenticeship, certification based job training.

SEND's "Why"

SEND is preparing two generations of neighbors for high quality occupations and small business success to support and diversify Indianapolis' skilled trades ecosystem.

The Twin Aire Skilled Trades Innovation Hub will coordinate job training and upskilling, experiential learning, small business start-up and growth, high quality job opportunities, and supportive services for historically under-invested individuals in southeast and near east Indianapolis, including returning citizens transitioning from the Community Justice Campus.

Skilled trades jobs that are in high demand in construction and infrastructure sectors have career ladders that allow individuals to further their technical skills and earn family stabilizing wages that build individual and community wealth.



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Economically Disadvantaged Populations

Employed Residents + Commuter Flows

Economy

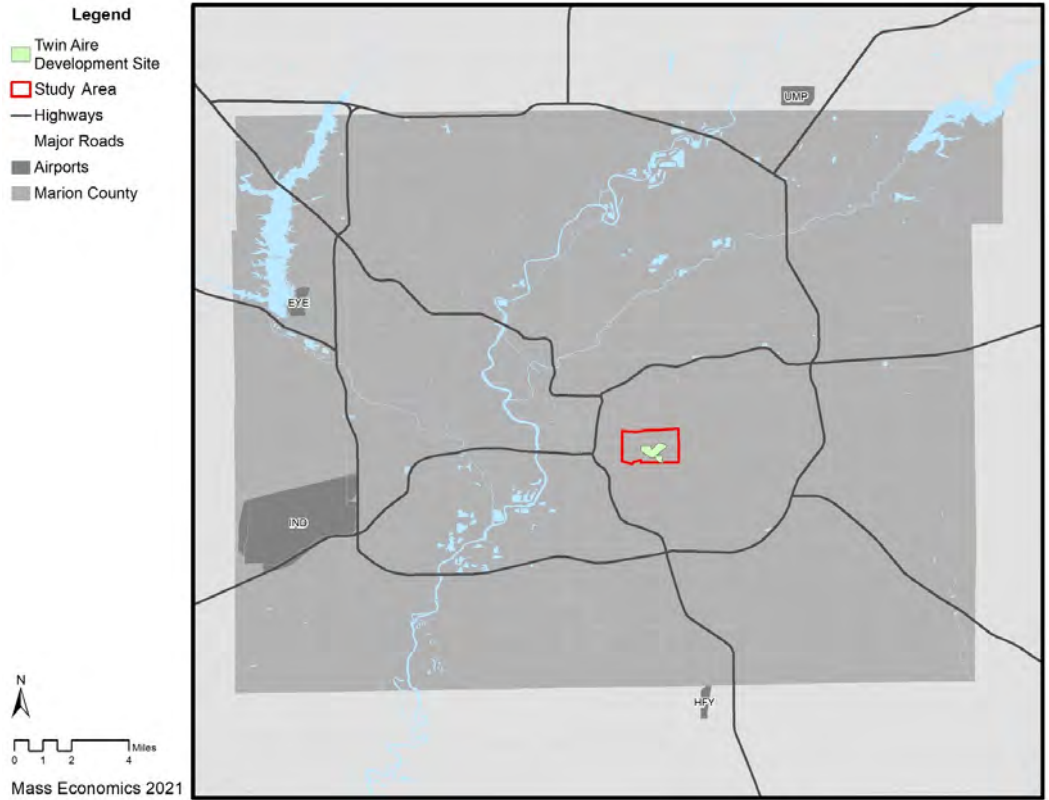
Economy Overview + Impacts of COVID-19

Cluster Opportunities

Appendix

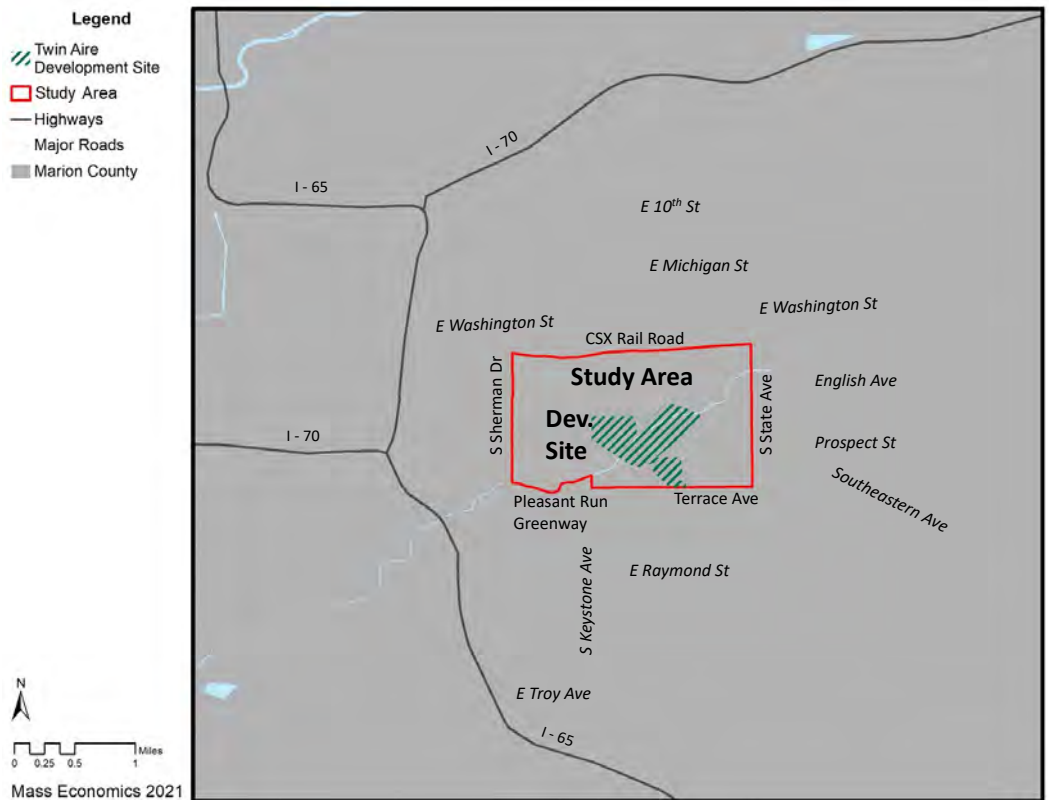
Overview
Geographic Context

- The Twin Aire neighborhood (Study Area) and development site is located near SE Marion County to the ESE of Downtown Indianapolis (about 2 miles from Monument Circle, as the crow flies)



Overview
Study Area Boundaries

- The Study Area (in red) is bounded by the CSX railroad on the north; S Sherman Dr on the east; Terrace Ave and the Pleasant Run Greenway on the south; and S State Ave on the west



Overview
Data Types

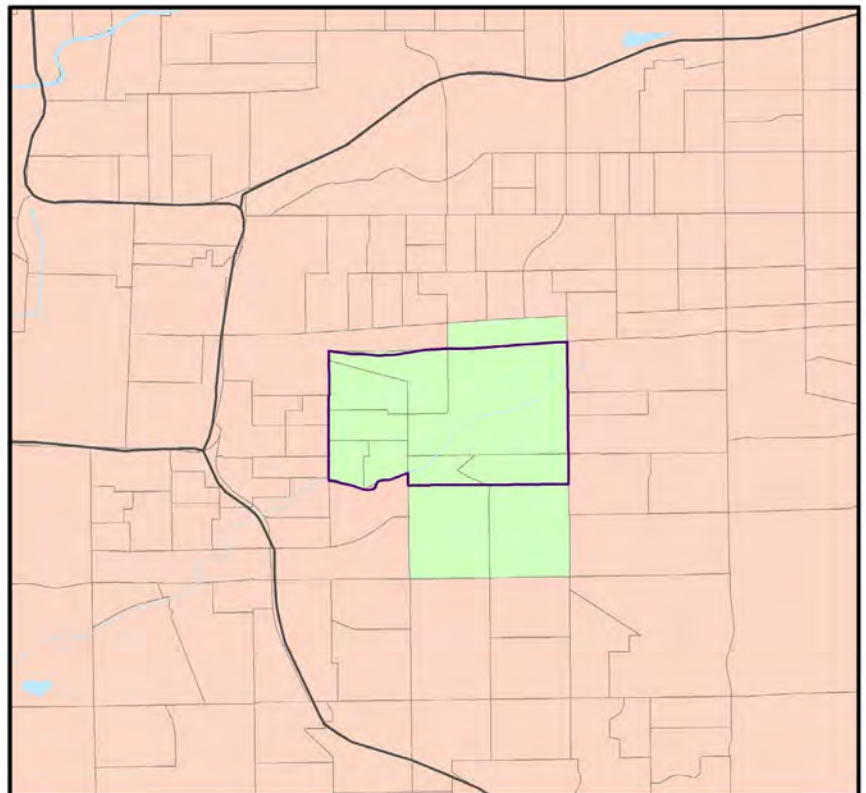
	Definition	Geographic Fit	Quality	Release Frequency	Notes
POINT data •	Data about individual researchers, firms, institutions, and assets				
BLOCK data ■■■■	Data about activities in Census blocks (avg size = 16 acres, 60 people, 110 jobs)				Census data only released at this geography every 10 years, only provides basic demographic data
BLOCK GROUP data ■■■■ ■■■■ ■■■■ ■■■■	Data about activities in Census block groups (avg size = 400 acres, 1,490 people, 900 jobs)				Smallest available Census geography with annual socioeconomic and demographic data
TRACT data ■■■■ ■■■■ ■■■■ ■■■■	Data about activities in Census tracts (avg size = 1,130 acres, 4,200 people, 2,500 jobs)				Provides data for some additional socioeconomic variables not available at the block group level

Note: Stats reflect data for Marion County
Sources: ACS 2013-2017 5-year release; Decennial Census 2010; LEHD-OTM 2017

Overview
Study Area Block Group
Geography Approximations

- In order to generate demographic, socioeconomic statistics for the Study Area, project team defined Census Block Group based geographic definitions (see map at right)
- Study Area composed of 8 Block Groups (Marion County has 632 Block Groups)

- Legend**
- Study Area
 - Highways
 - Study Area Block Group Approximation
 - Rest of Marion County Block Groups



Mass Economics 2021

Overview

Study Area Census Tract Geography Approximations

- Project team also defined Census Tract based geographic definitions for the Study Area, which will be utilized wherever Block Group level data are not available
- Study Area comprised of 5 Census Tracts (Marion County has 224 Tracts in total)

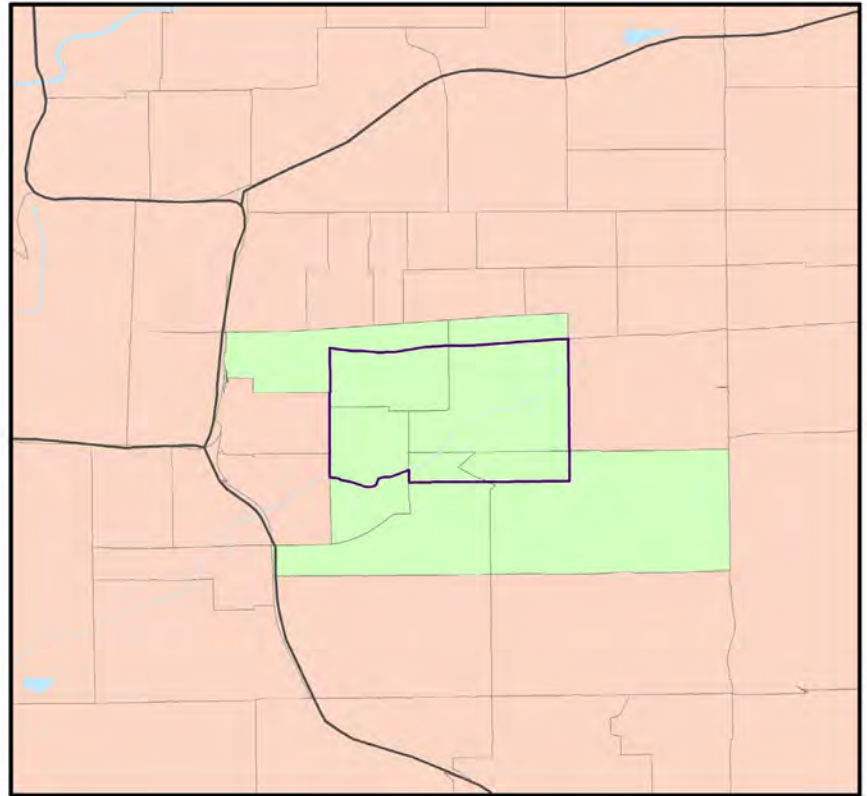
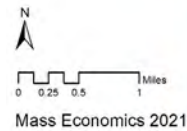


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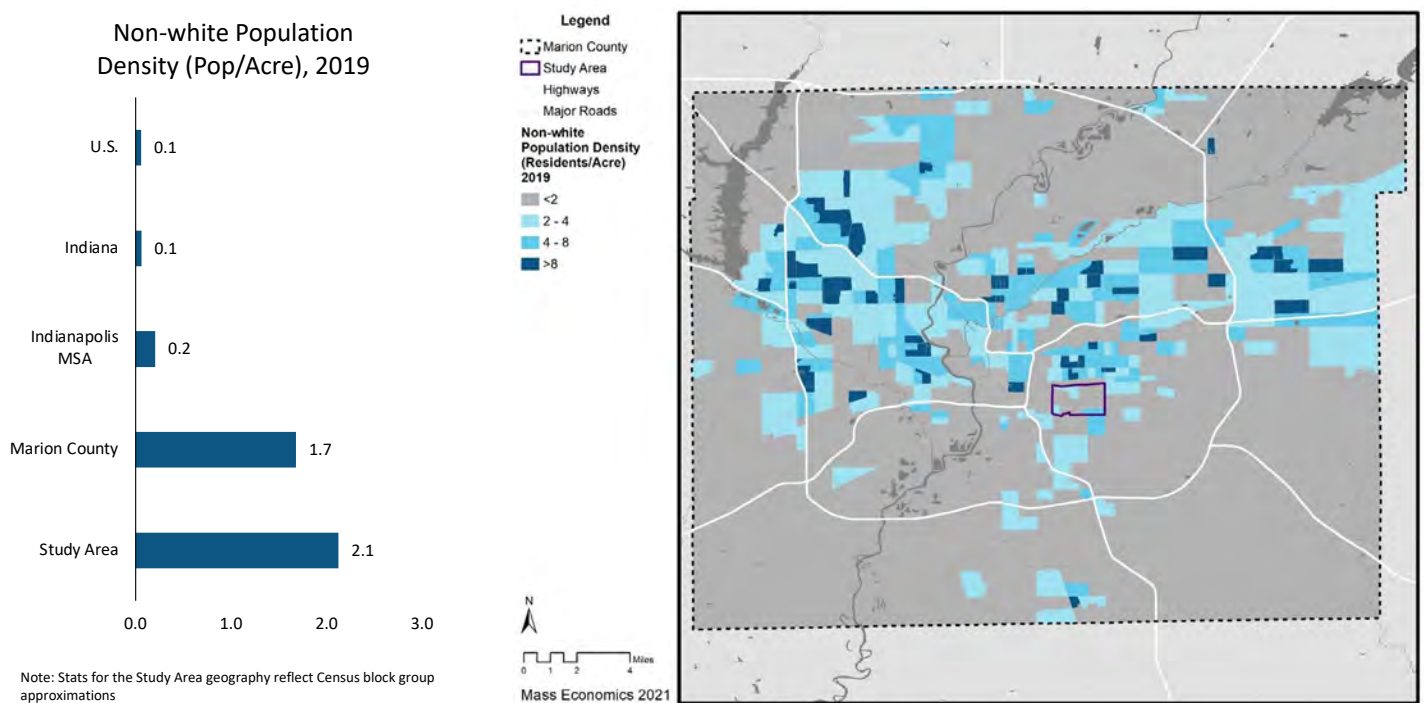
Basic Demographics

Study Area has nearly 1.3X the population density of Marion County and 6.5X the density of the MSA overall; densities are higher in the western portion of the Study Area



Basic Demographics

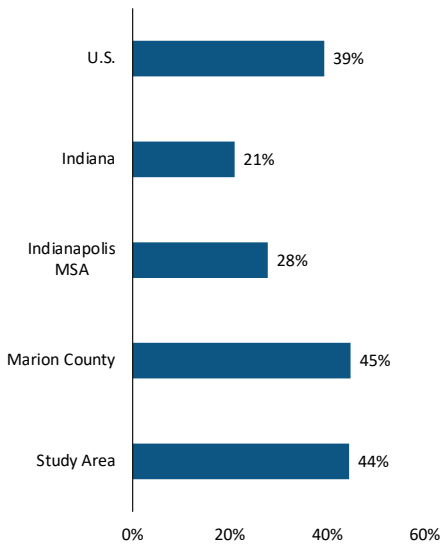
Study Area has nearly 1.3X the non-white population density of Marion County and 10.4X the density of the MSA overall



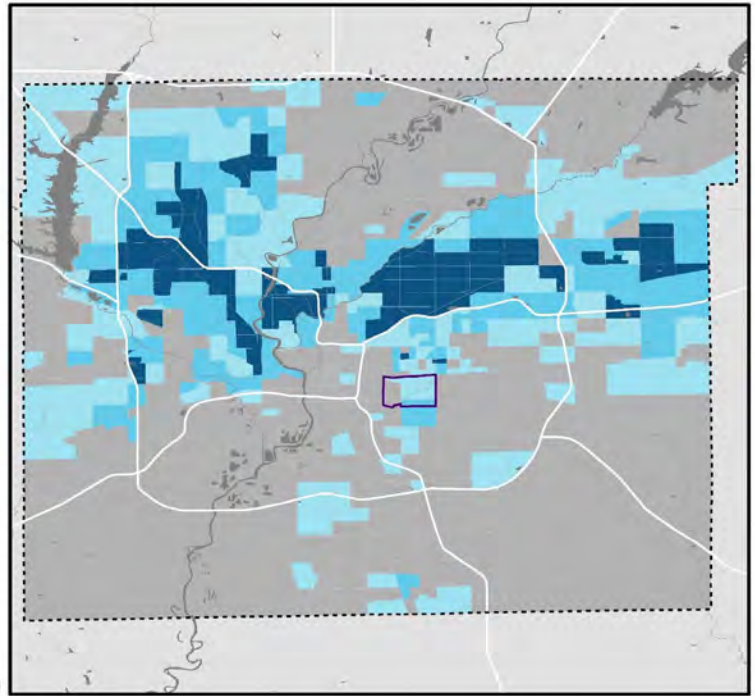
Basic Demographics

Non-white population share is about the same in the Study Area as in Marion County (fraction of a percent less); Over two-fifths of Study Area (and Marion County) residents are non-white

Non-white Population as % of Total, 2019



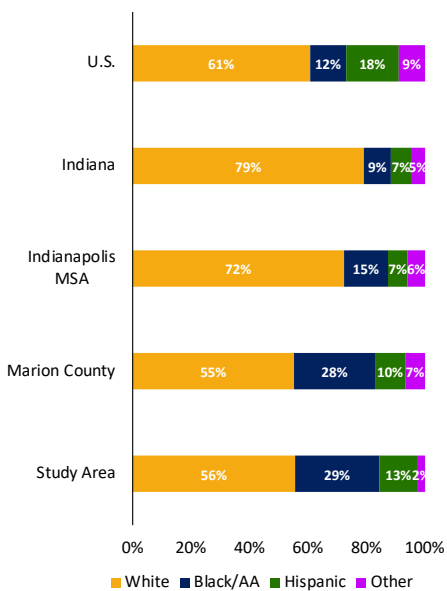
Note: Stats for the Study Area geography reflect Census block group approximations



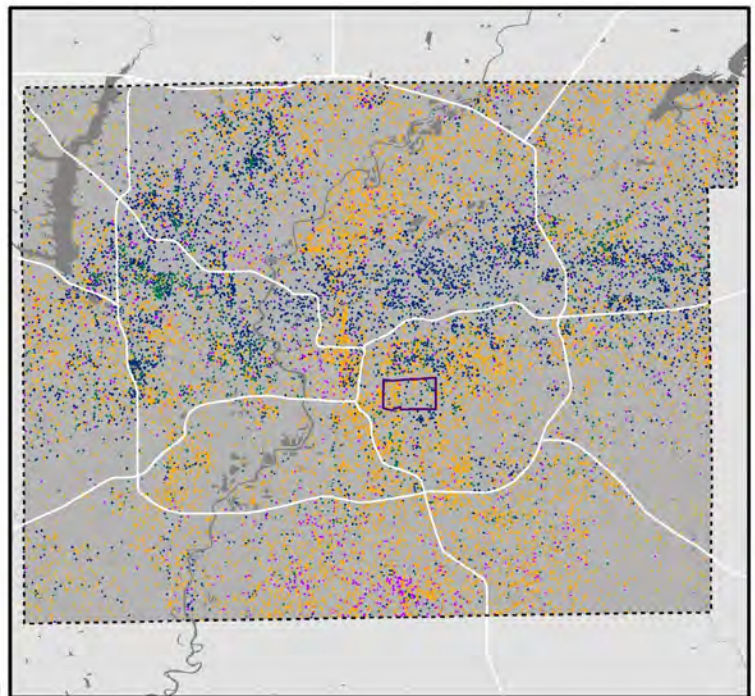
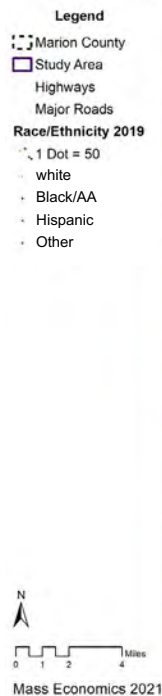
Basic Demographics

Study Area has a similar racial/ethnic breakdown to Marion County, with a slightly higher share of Hispanics and lower share of Other; The Study Area has over 1.9X the share of Black/African American and Hispanic residents compared to the MSA overall

Race/Ethnicity, 2019



Note: Stats for the Study Area geography reflect Census block group approximations



Basic Demographics

Study Area has a similar breakdown in residents' ability to speak English compared to Marion County; English language proficiency does not appear to be a distinguishing challenge for Study Area residents

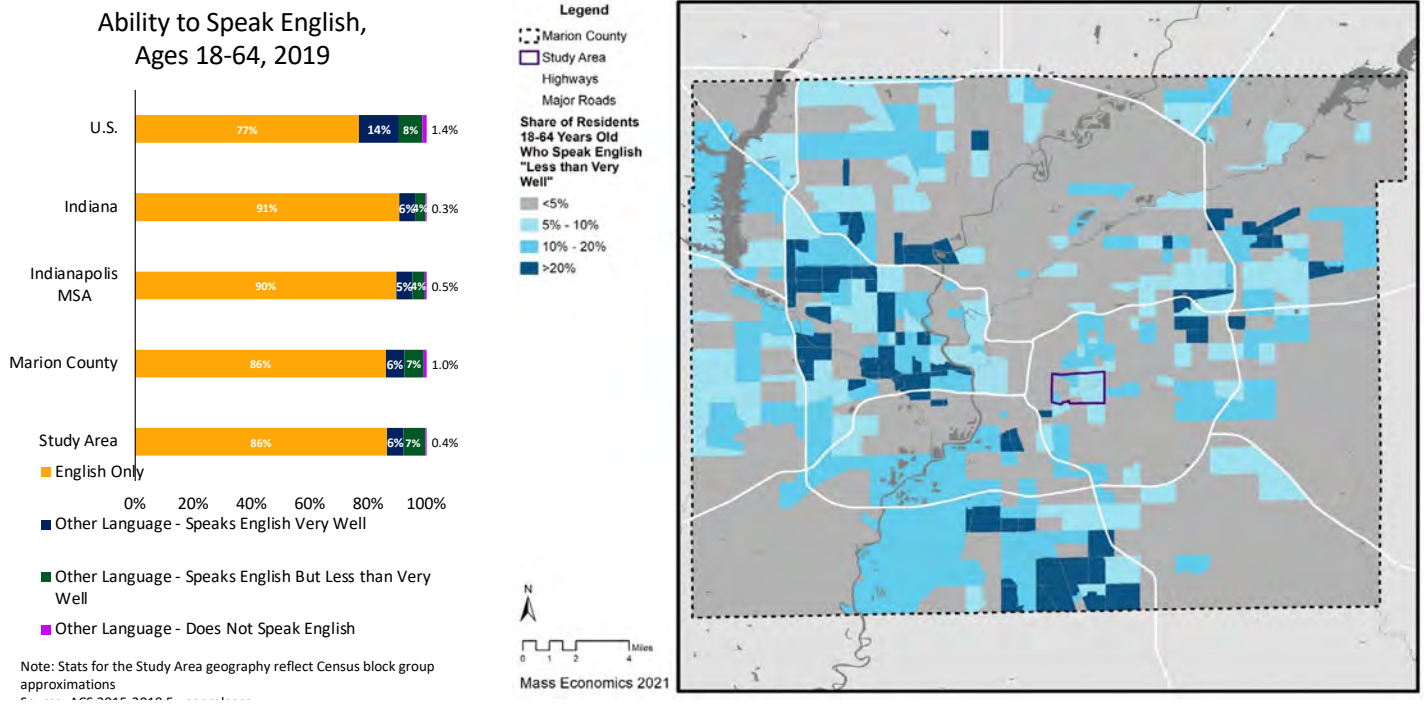


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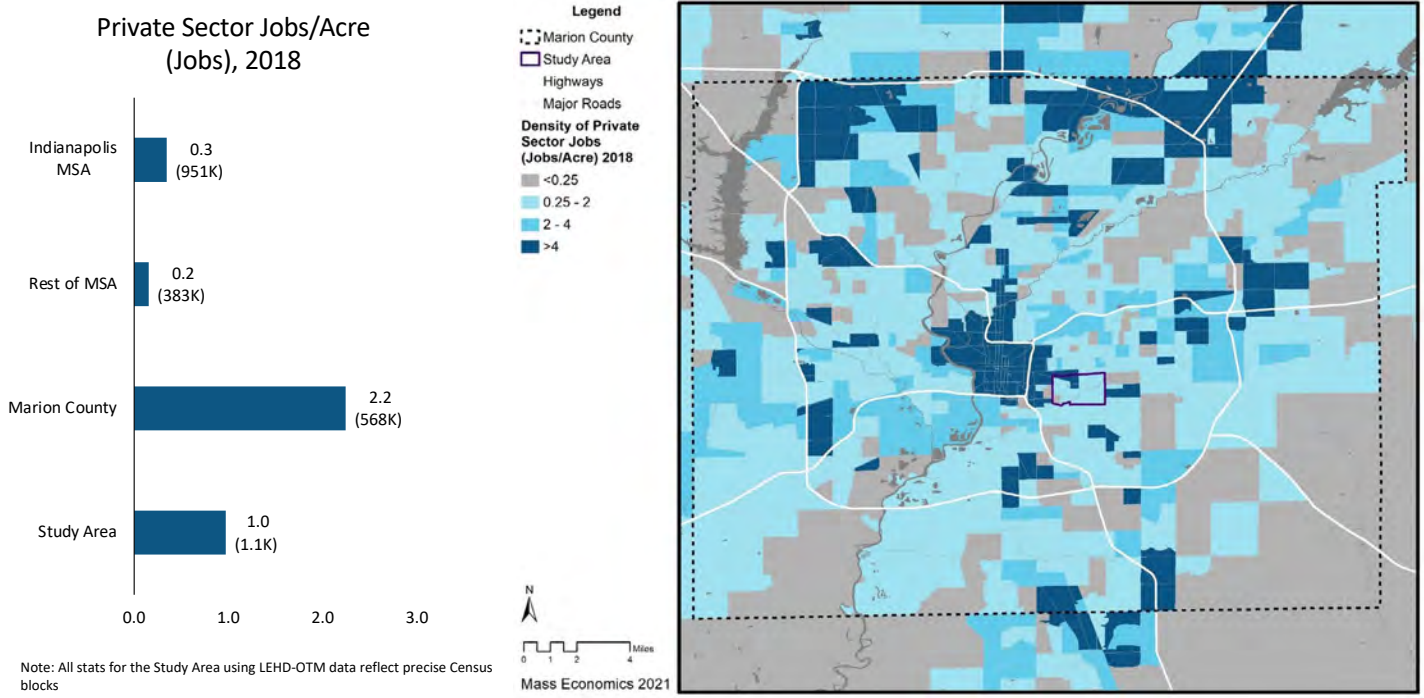
Economy Overview + Impacts of COVID-19

Cluster Opportunities

Appendix

Economic Assets + Potential Assets

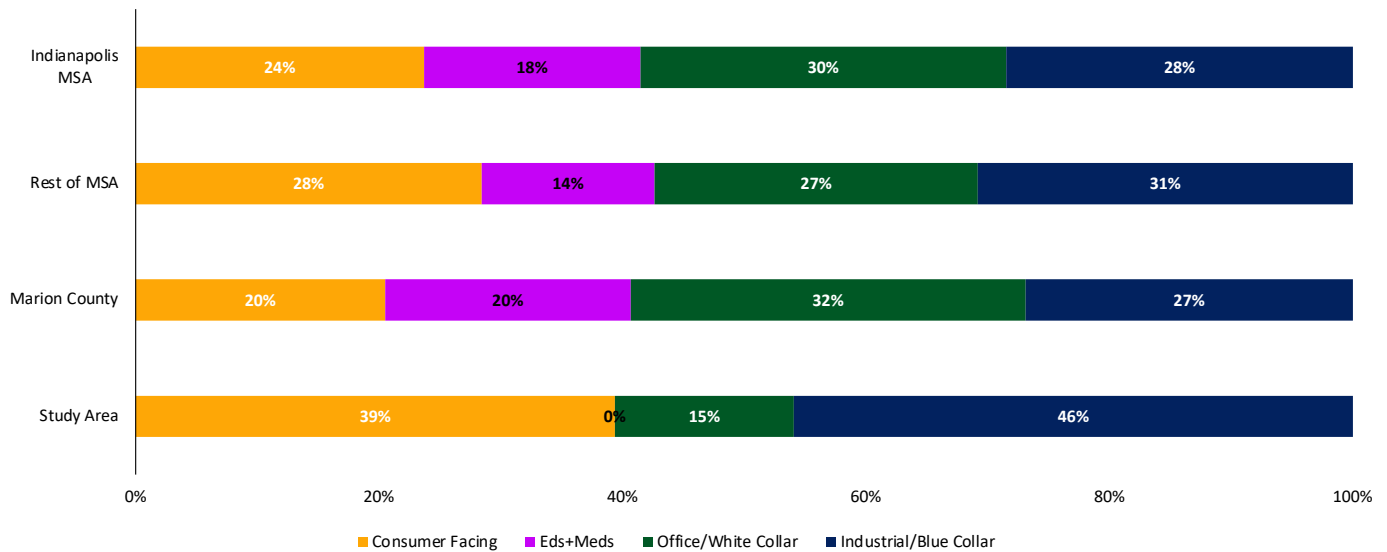
The Study Area only has about 43% the private sector job density of Marion County in 2018 but over 2.8X the job density of the MSA overall; job density is concentrated in the NW portion of the Study Area



Economic Assets + Potential Assets

The Study Area has a notably higher share of Industrial/Blue Collar and Consumer Facing jobs than Marion county and region but no Eds+Meds employment and less than half the county's share of Office/White Collar jobs; Over half of the Study Area's jobs are concentrated in the retail sector (29%) within the Consumer Facing segment and manufacturing sector (22%) within the Industrial/Blue Collar segment

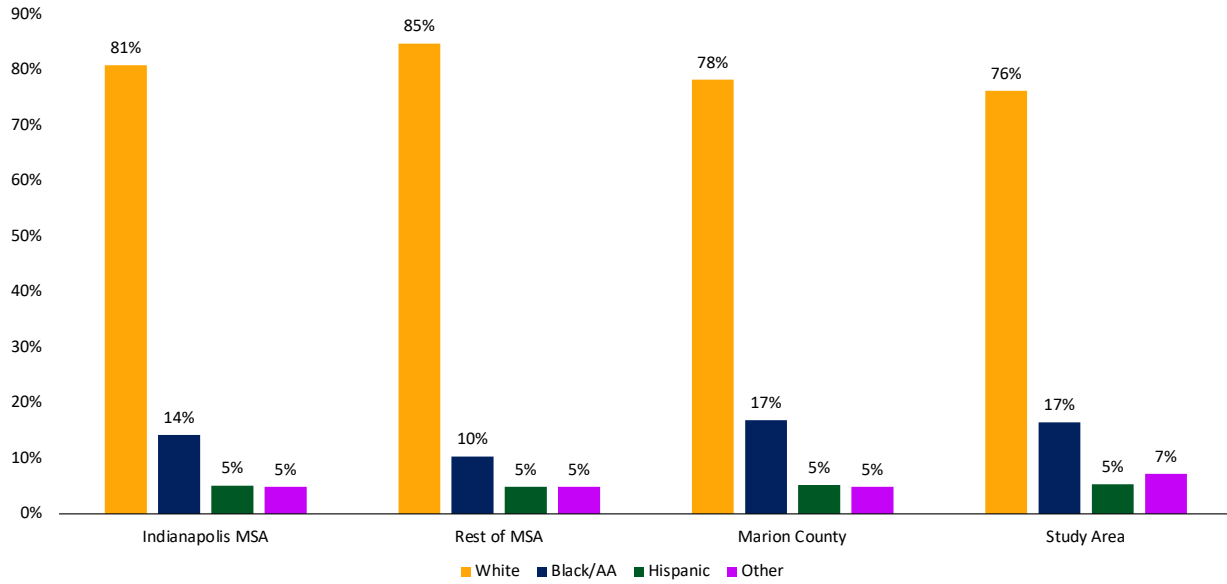
Industries Segments in which Job Holders are Employed, 2018



Economic Assets + Potential Assets

The Study Area has a similar racial/ethnic breakdown of job holders compared to Marion County, although it has a slightly lower share of White job holders and a higher share of Other (predominantly driven by a higher share of Asian job holders)

Race and Ethnicity of Job Holders, 2018

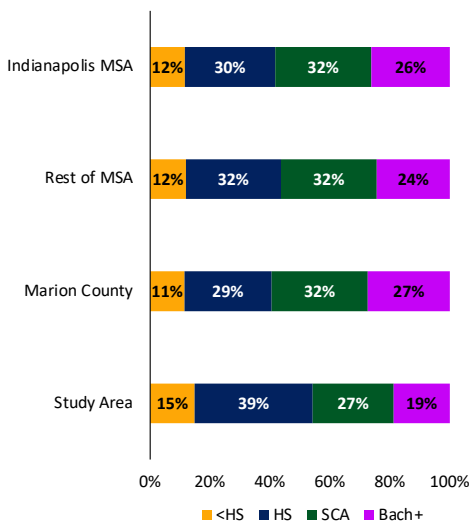


Note: Hispanic overlaps with race categories
Source: LEHD-OTM

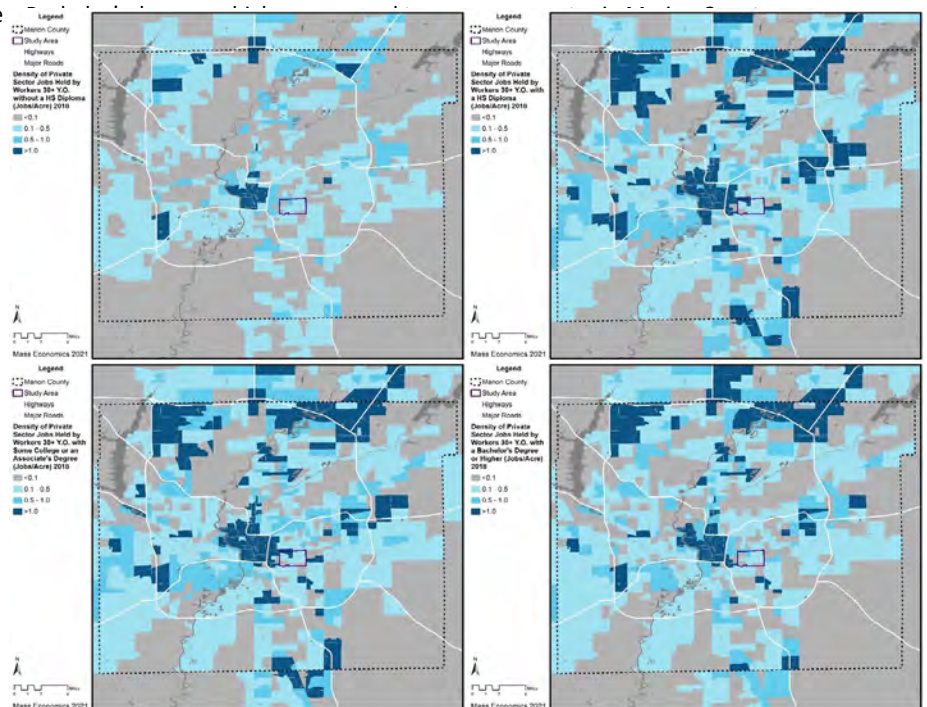
Economic Assets + Potential Assets

Over half (54%) of job holders in the Study Area have at most a HS diploma, compared to 40% in Marion County and 44% in the rest of the MSA;

Less than one-fifth of Study Area job holders have Educational Attainment (30+ Y.O. Workers), 2018



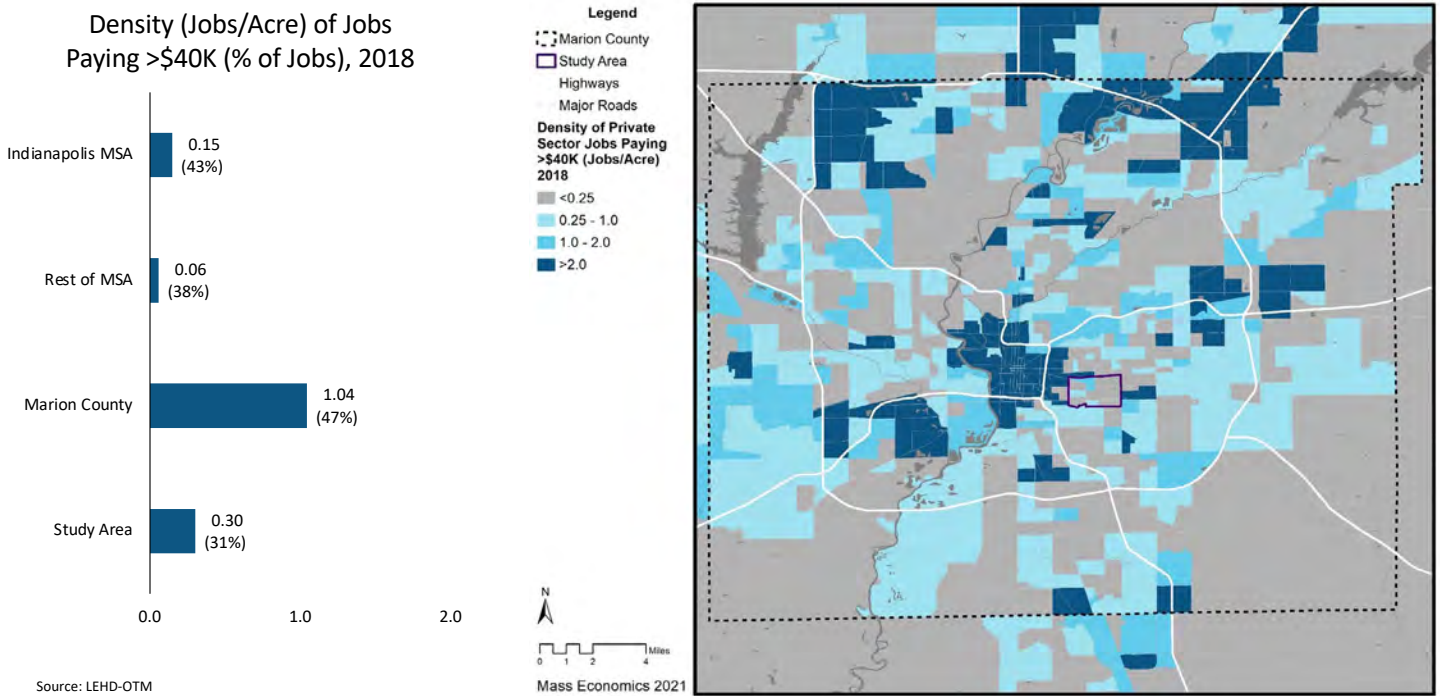
Note: Educational attainment for job holders only available for workers aged 30+



Economic Assets + Potential Assets

Density of good jobs (paying over \$40K) in the Study Area is only 29% of the density in Marion County but about 2X the MSA; Study Area also has a notably lower share of good jobs (about two-thirds Marion’s share)

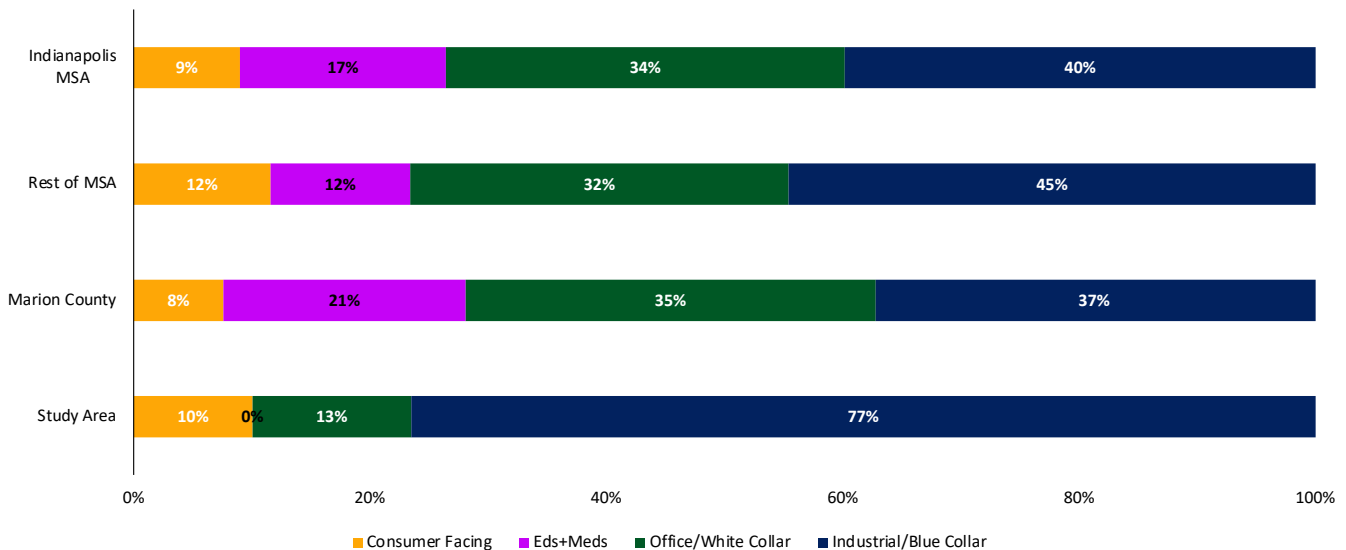
Density (Jobs/Acre) of Jobs Paying >\$40K (% of Jobs), 2018



Economic Assets + Potential Assets

Across all geographies, good jobs are most heavily concentrated in the Industrial/Blue Collar segment; almost four-fifths of good jobs in the Study Area are in Industrial/Blue Collar, compared to less than two-fifths in Marion County; Wholesale trade (29%), Manufacturing (23%), and Transportation + Warehousing (21%) in the Industrial/Blue Collar segment each make up over 20% of the good jobs in the Study Area

Industries Segments in which Workers are Employed with Jobs Paying >\$40K, 2018

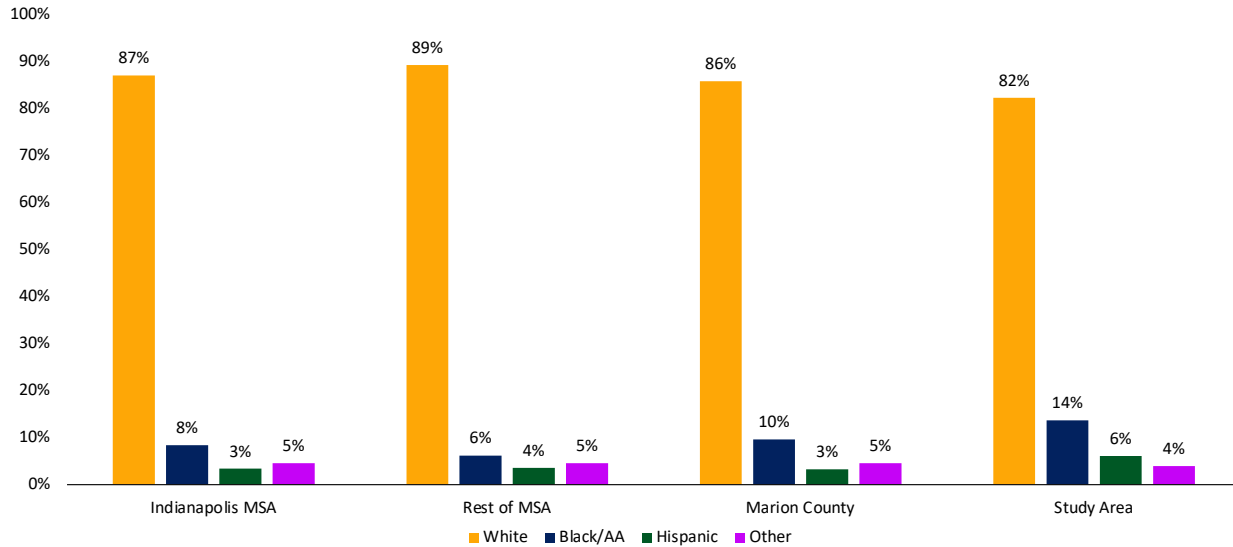


Note: see appendix for full 2D NAICS Sector breakout

Economic Assets + Potential Assets

The Study Area has 1.4X and 1.9X the County’s share of Black/AA and Hispanic job holders earning >\$40K, respectively (as compared to about the same share for all job holders for both groups); However, Black/AA job holders make up only 14% of those earning >\$40K but 17% of all job holders within the Study Area; **Hispanic job holders actually make up a slightly higher share of those earning >\$40K (6.1%) than they make up of all jobs (5.3%)**

Race and Ethnicity of Job Holders Earning >\$40K, 2018

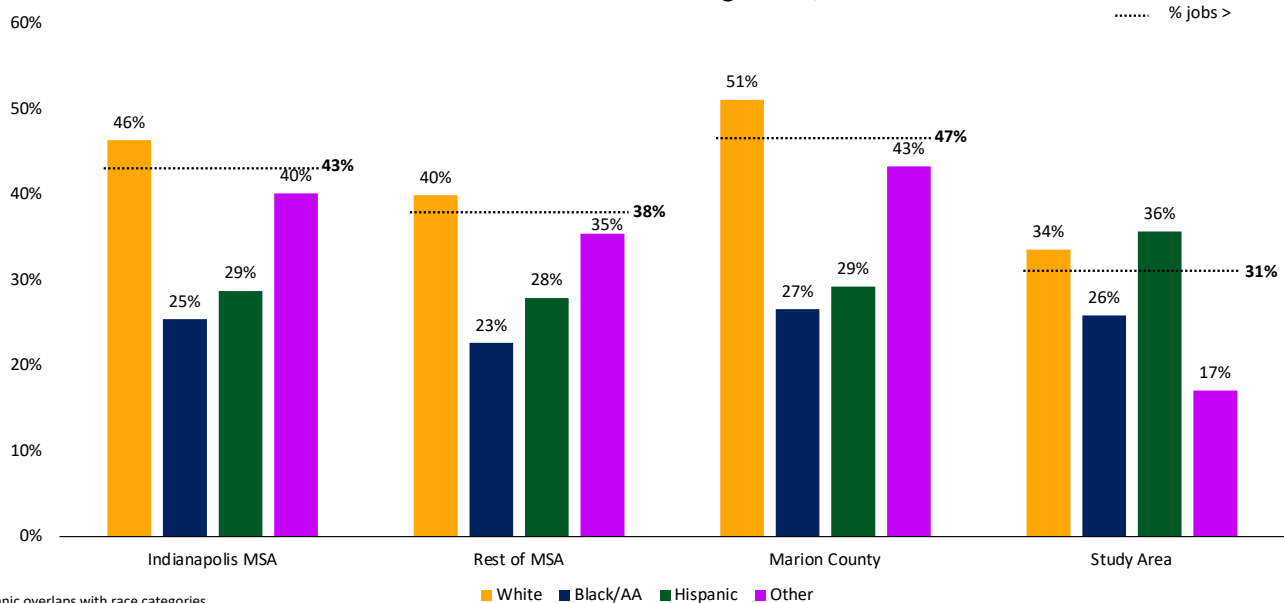


Note: Hispanic overlaps with race categories
Source: LEHD-OTM

Economic Assets + Potential Assets

Across all geographies, White job holders have a disproportionately higher share of jobs paying over \$40K; While in Marion County and the MSA, Black/AA, then Hispanics, then Other job holders have the lowest shares of jobs paying over \$40K, the Study Area has a distinct pattern: Other has the lowest share, then Black/AA and the small number of Hispanic job holders actually have a disproportionately higher share than White job holders

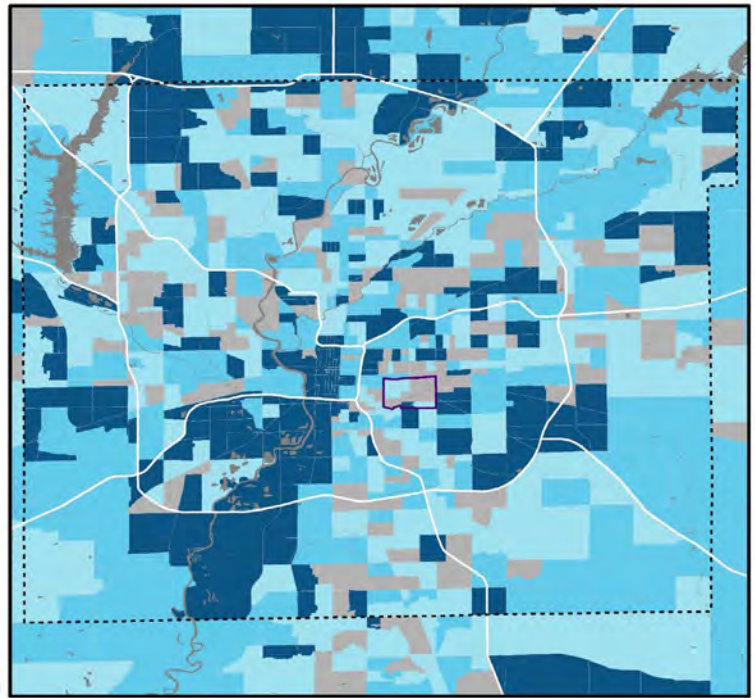
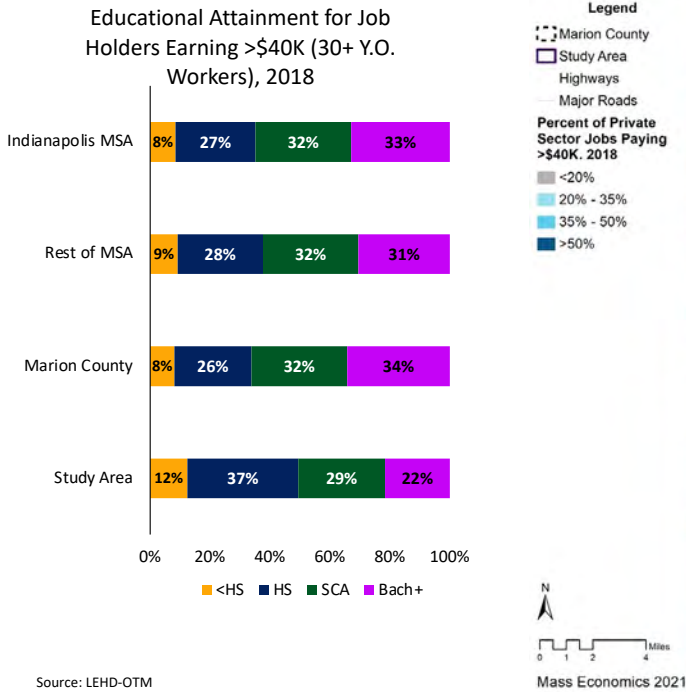
Share of Job Holders Earning >\$40K, 2018



Note: Hispanic overlaps with race categories
Source: LEHD-OTM

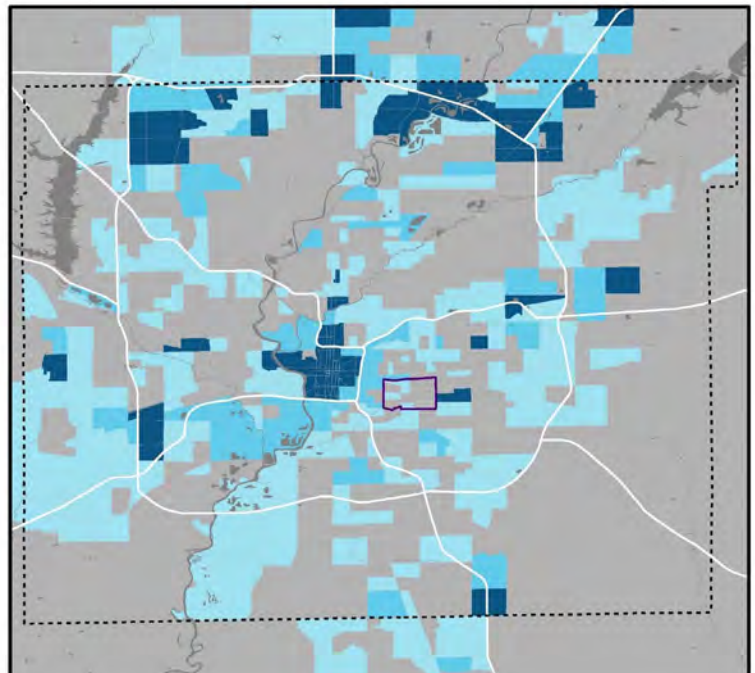
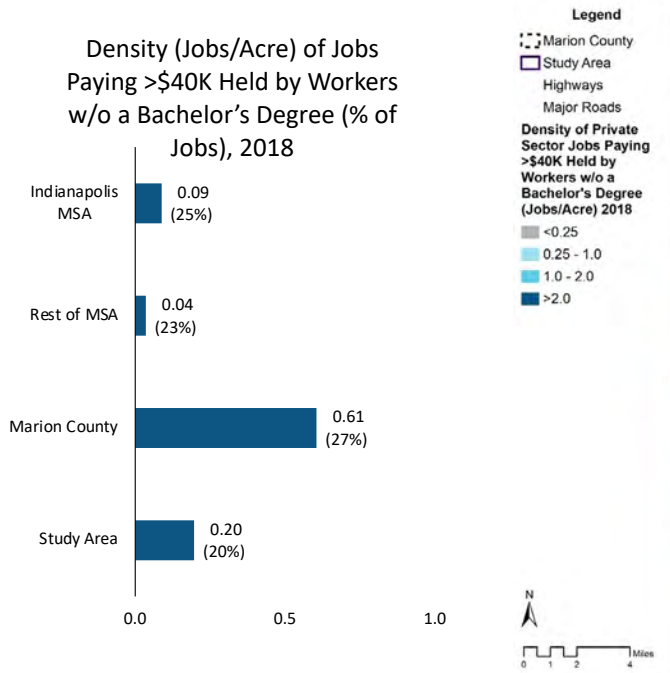
Economic Assets + Potential Assets

Compared to Marion County, District has a higher share of good jobs (paying >\$40K) held by job holders w/ at most a HS diploma (49% vs. 34%); over one-third of Marion County good job holders have at least a Bachelor's compared to only 22% in the Study Area



Economic Assets + Potential Assets

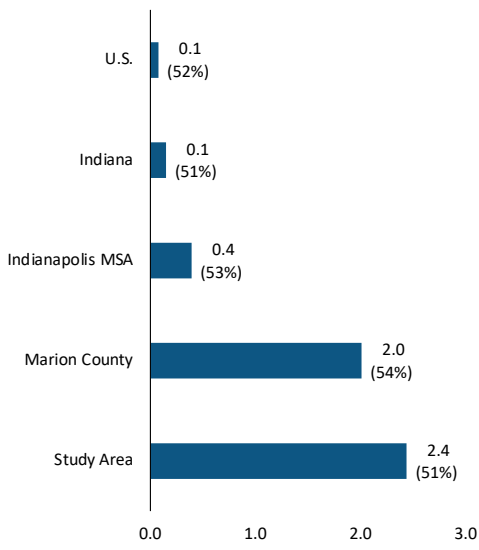
Study Area has the lowest share of good and accessible jobs (20%) and one-third the density compared to Marion County (0.2 vs 0.6) – but over 5X the density of the rest of the MSA; within the Study Area, these jobs are concentrated on the west side



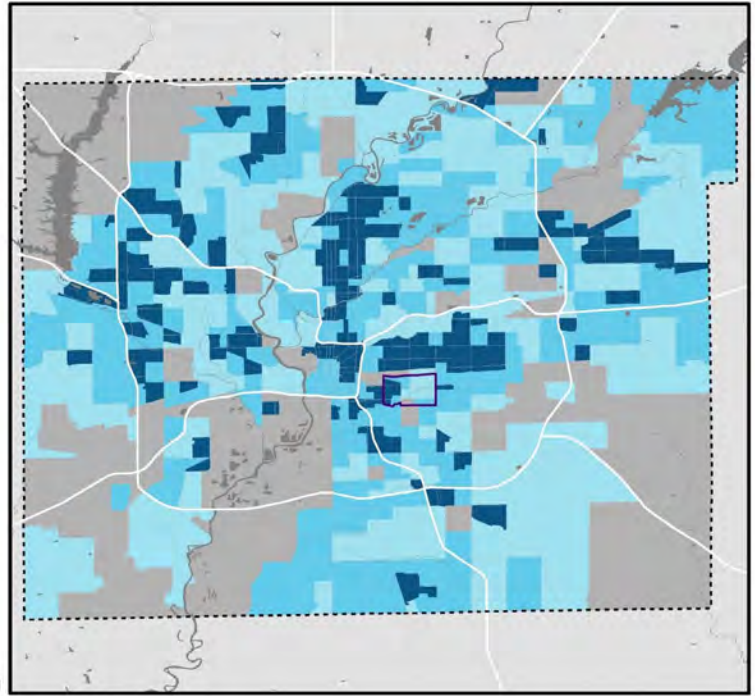
Economic Assets + Potential Assets

Study Area has a higher working age (25-64 Y.O.) population density than Marion County, but a slightly lower share (51% vs. 54%); working age population densities are lower in the center and eastern portions of the Study Area

Working Age Population Density (% of Pop), 2019



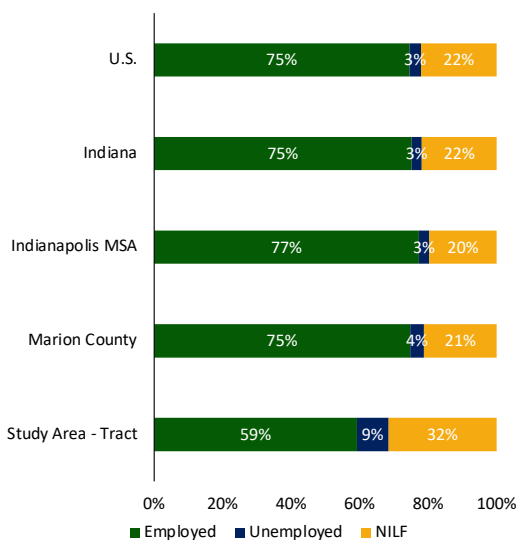
Note: Stats for the Study Area geography reflect Census block group approximations



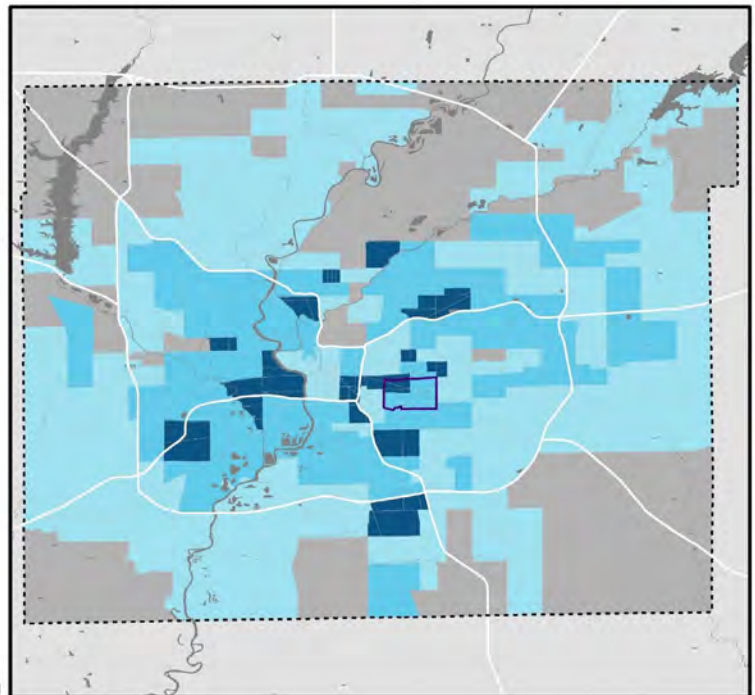
Economic Assets + Potential Assets

The Study Area has 1.5X the County's share of working age residents (25-64 Y.O.) not in the labor force; Marion County and the MSA have a similar employment status breakdown to the state and U.S.

Employment Status for Residents Ages 25-64, 2019



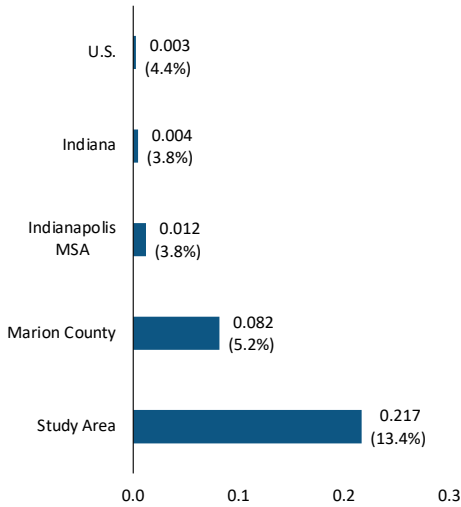
Note: Stats for the Study Area geography reflect Census tract approximations



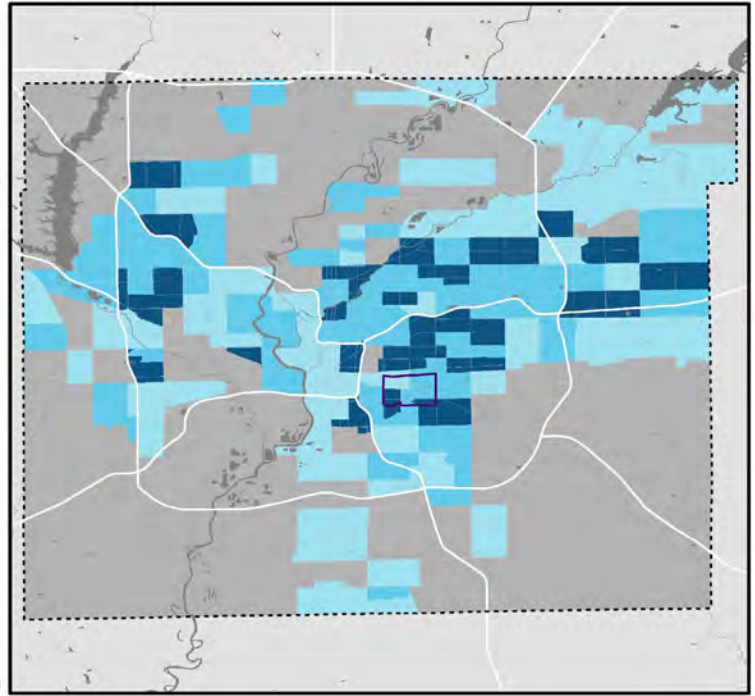
Economic Assets + Potential Assets

Impact Area has 2.7X the unemployed population density and 2.6X the unemployment rate of Marion County

Density (Pop/Acre) of Unemployed Aged 25 to 64 (Unemployment Rate), 2019



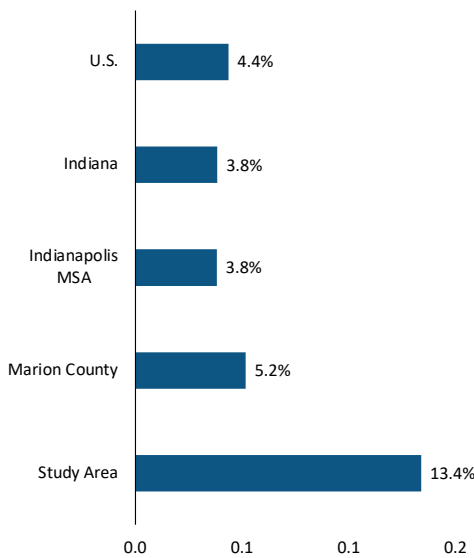
Note: Stats for the Study Area geography reflect Census tract approximations



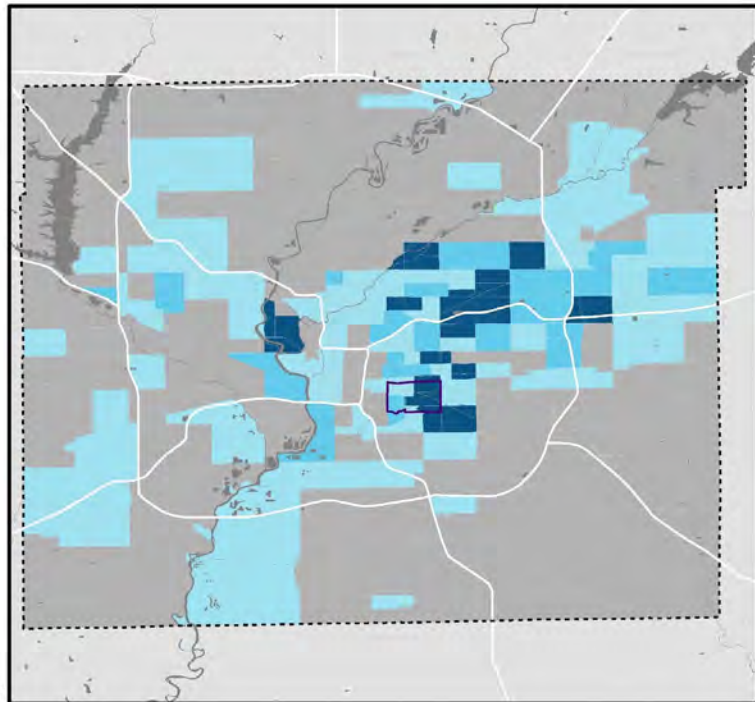
Economic Assets + Potential Assets

Unemployment rate in the Study Area is 2.6X Marion County's and 3.5X the MSA's; Within the Study Area, unemployment rates are higher on the east side (but they are higher than Marion County throughout)

Unemployment Rate for Residents Aged 25 to 64, 2019



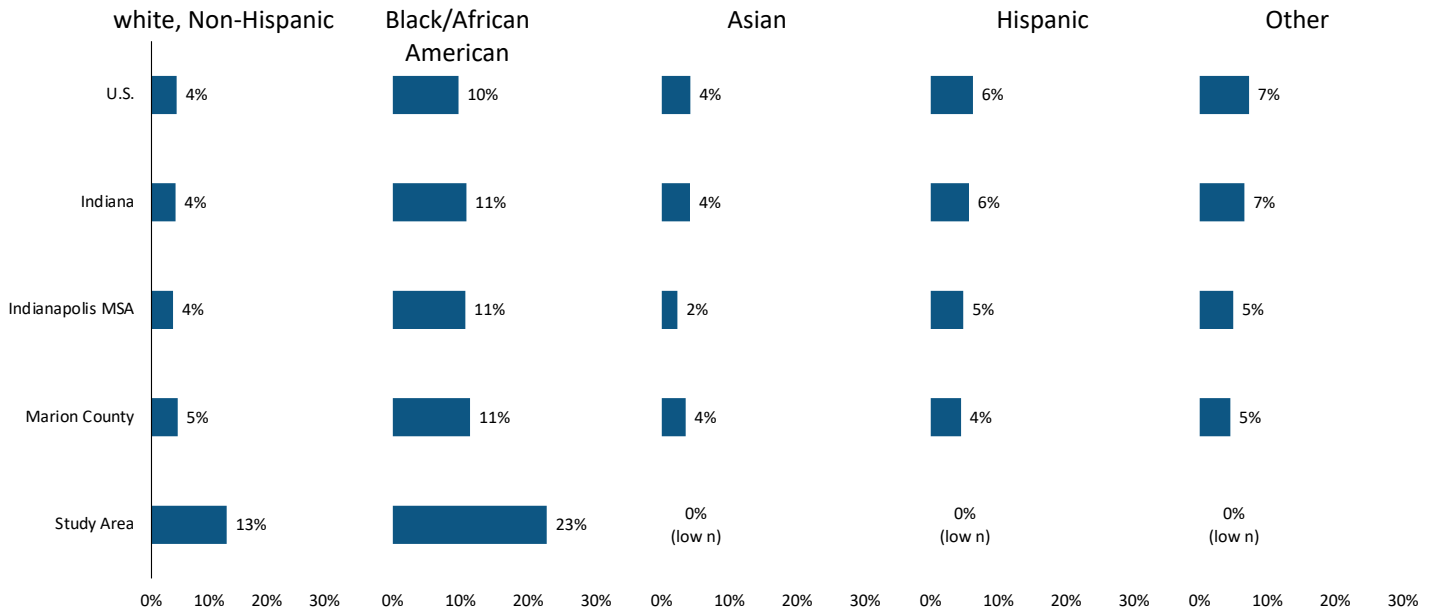
Note: Stats for the Study Area geography reflect Census tract approximations



Economic Assets + Potential Assets

The Study Area has higher unemployment rates for White (2.9X) and Black/AA (2.0X) residents compared to the County; Unlike the U.S., the unemployment rate for Asians, Hispanics, and Other is lower than the rate for White residents in Marion County

Unemployment Rate, 16-64 Y.O., 2019

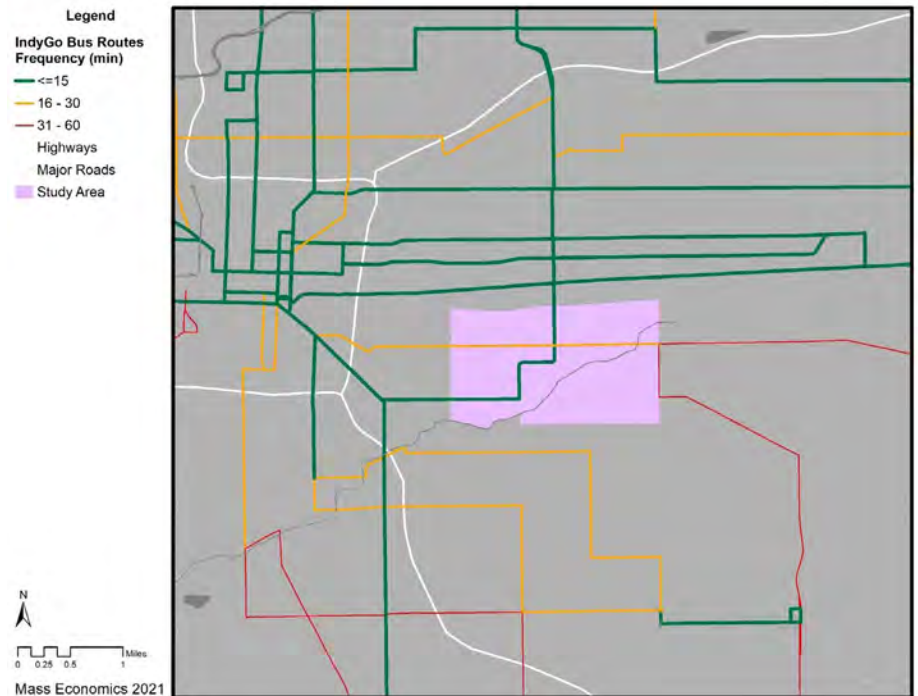


Note: Stats for the Study Area geography reflect Census tract approximations; Black/AA, Asian, and Other overlap with Hispanic ethnicity
Source: ACS 2015-2019 5-year release

Economic Assets + Potential Assets

Study Area is relatively well-served by transit, with about 3.3X the bus stop density of Marion County overall; however only the 26 line offers frequent service (<=15 min) and portions of the SE of the Study Area are over two-fifths of a mile from a bus stop

Geography	County	Study Area
Bus Stops	2,578	36
Bus Stops/Sq. Mi.	6.5	21.2
Bus Routes	28	3



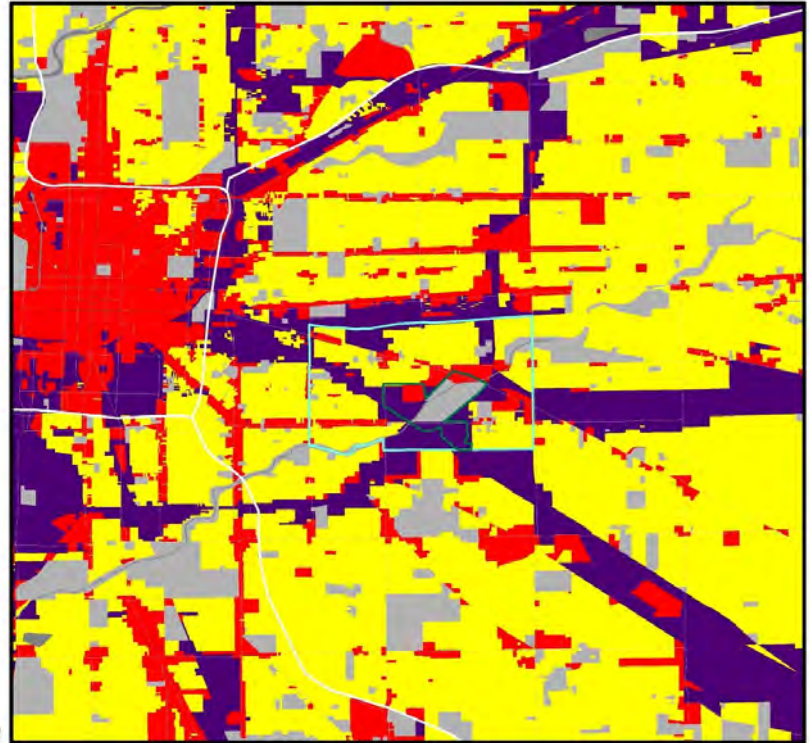
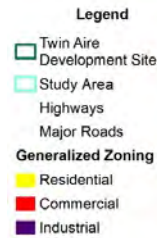
Notes: Stop counts reflect those within 1/10th of a mile; Map and route counts include the planned red, blue and purple BRT lines; Data received via special request (on March 25 2020) and reflect planned 2020/2021 service
Source: IndyGO

Economic Assets + Potential Assets

The Study Area is disproportionately zoned industrial (27%, 3.0X Marion County share) and commercial (14%, 1.3X)

While only 75% the County share, 47% of the Study Area is zoned residential

Just 12% is zoned for planned developments and special uses – lower than the County’s 18% share

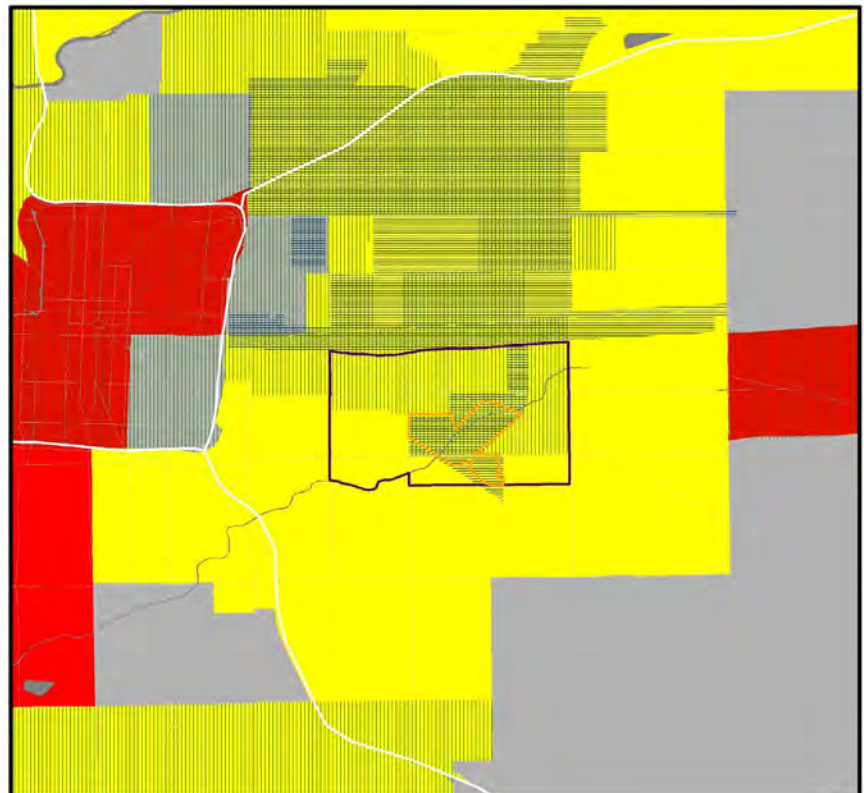
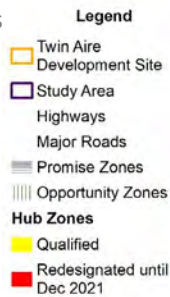


Note: Commercial reflects commercial, central business district, and mixed-use zoning; Greyed areas reflect parks, airport, “planned developments,” and “special uses”
 Source: OpenStax (most current data is of 2/24/21) Mass Economics 2021

Economic Assets + Potential Assets

Federally Designated Districts

- The entirety of the Study Area is in a hub zone
- The northeastern two-thirds of the Study Area is in an opportunity zone and the entirety of the development site is in a promise zone
- Worth noting that while these districts are assets, they are also indicative of areas of need (as criteria to qualify)



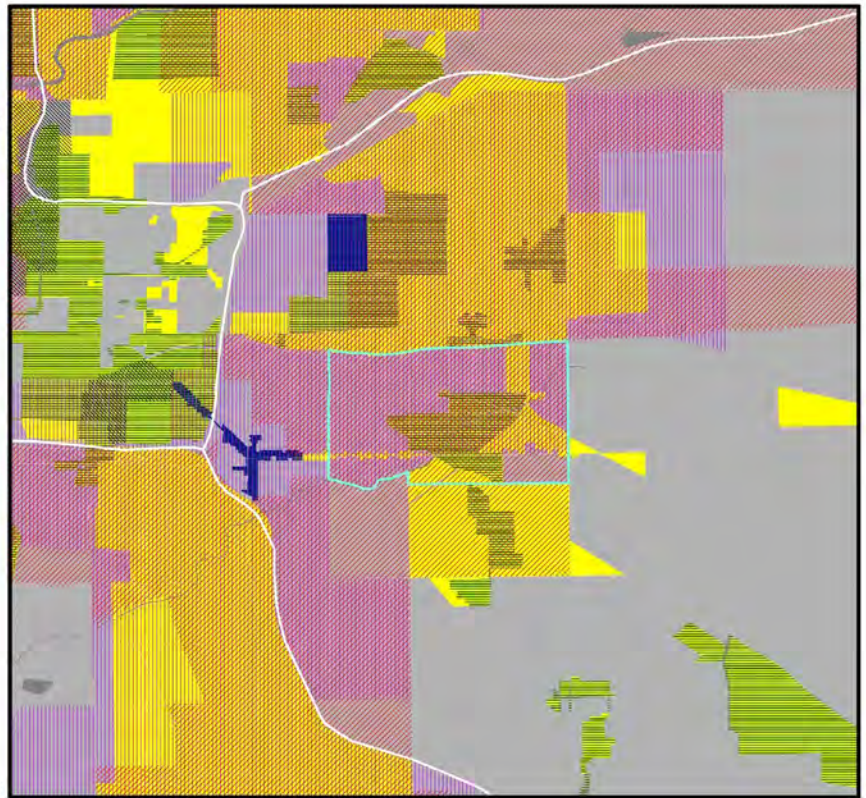
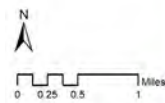
Source: Program websites and data portals

Mass Economics 2021

Economic Assets + Potential Assets
Locally Designated Districts

- The entirety of the Study Area is within one more locally designated districts
- Portions of the Study Area are in a Redevelopment/Economic Development Area and TIF District
- Entirety of Study Area is within a Neighborhood Revitalization Strategy Area and all but the SE portion is in a "Quality of Life" Plan Area

- Legend**
- Study Area
 - Highways
 - Major Roads
 - Certified Technology Parks
 - Neighborhood Revitalization Strategy Area
 - Quality of Life Plan Areas
 - TIF Districts
 - Economic Improvement Districts
 - Redevelopment/Economic Development Areas



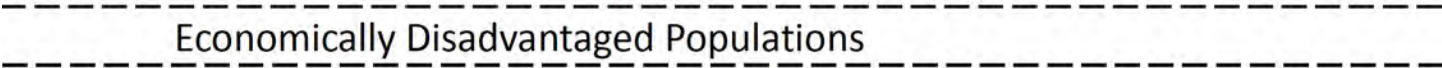
Source: Program websites and data portals; OpenIndy; Plan Mass Economics 2021

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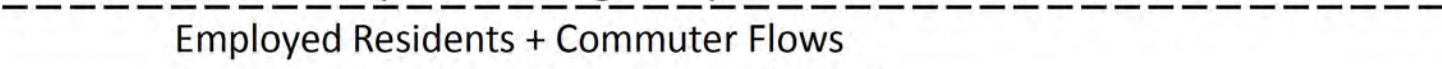
Overview

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Economic Assets + Potential Assets



Economically Disadvantaged Populations



Employed Residents + Commuter Flows

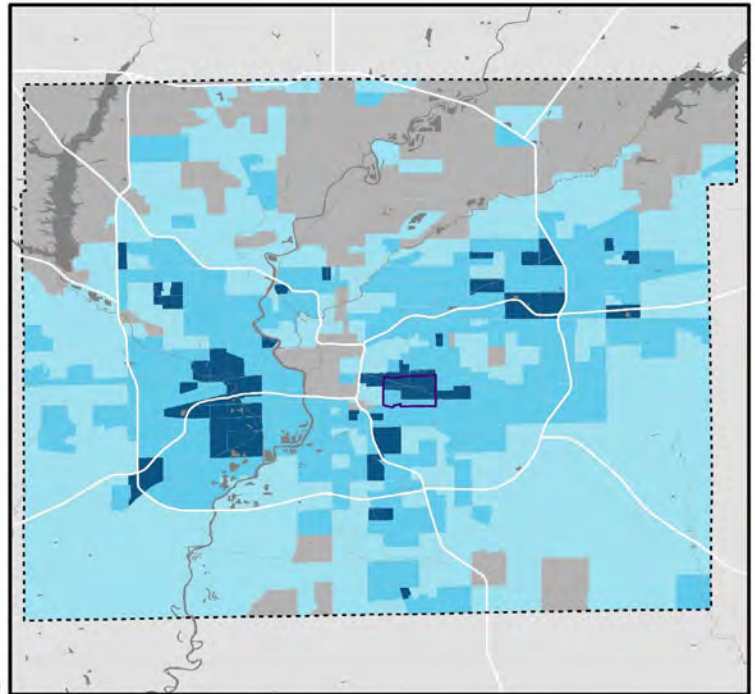
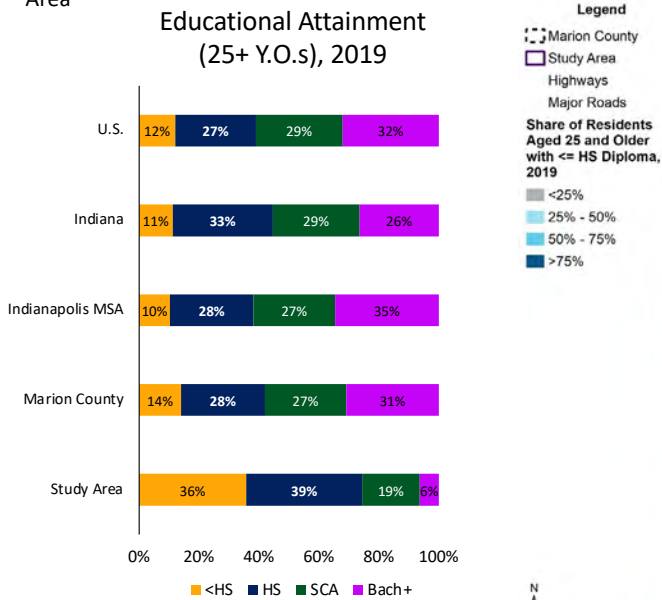
Economy Overview + Impacts of COVID-19

Cluster Opportunities

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Economically Disadvantaged Populations

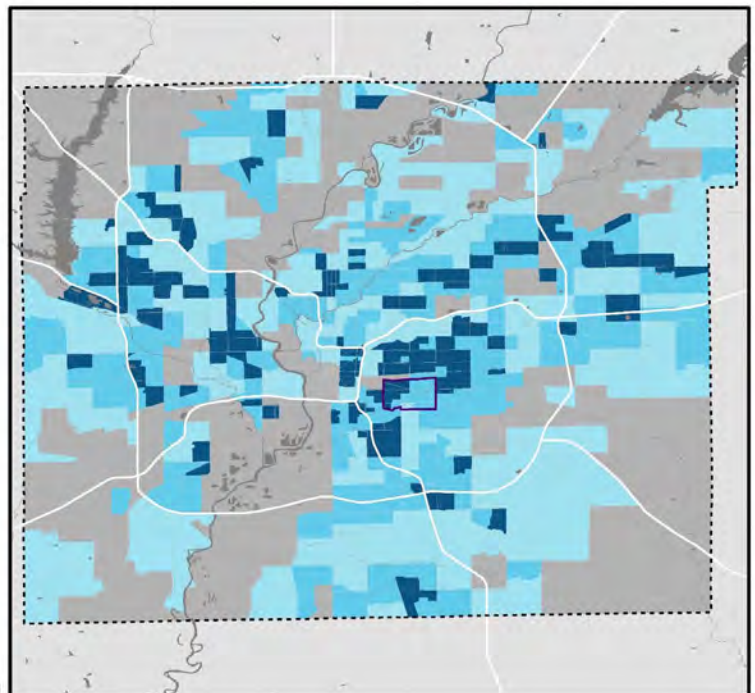
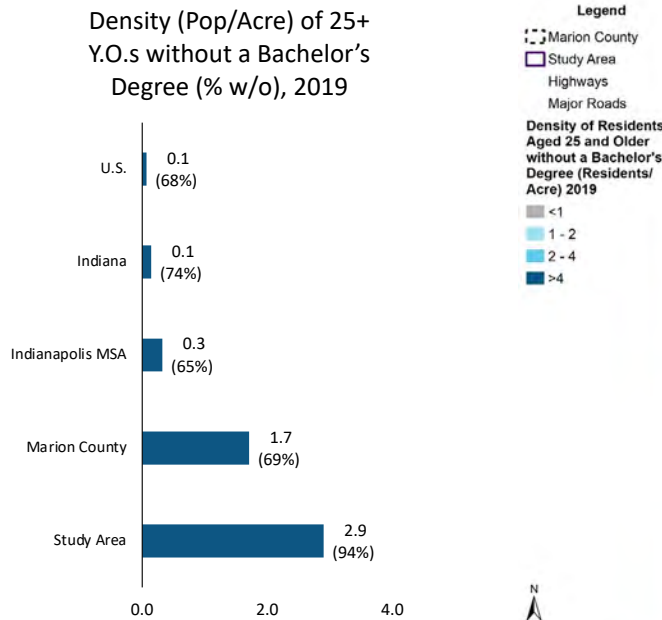
Just under three-quarters (74%) of Study Area residents ages 25+ have at most a HS diploma, compared to just 42% in Marion County; the share of residents with a Bachelor's Degree or higher among Marion County residents is similar to the U.S. and nearly 5X the share in the Study Area



Note: Stats for the Study Area geography reflect Census block group approximations

Economically Disadvantaged Populations

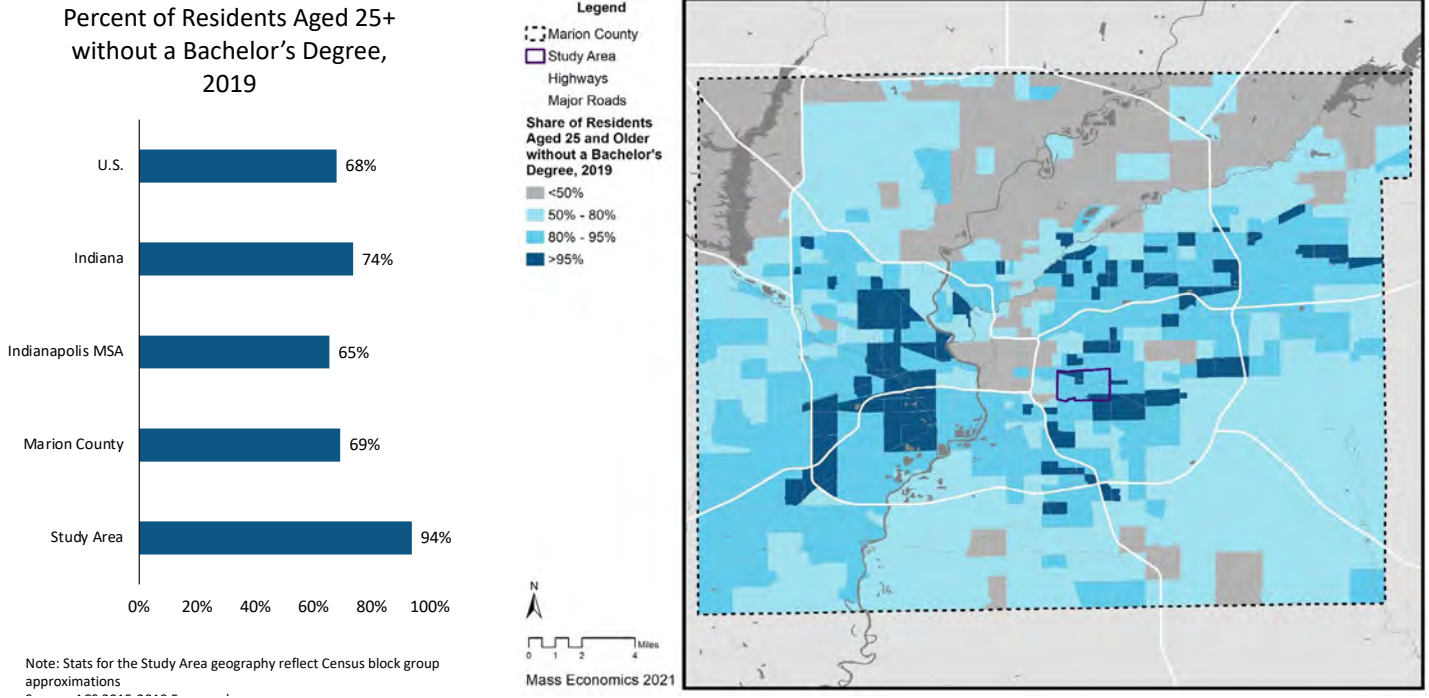
Study Area has 1.7X Marion County's density of residents aged 25+ without a Bachelor's Degree (as compared to 1.3X the county's total population density)



Note: Stats for the Study Area geography reflect Census block group approximations

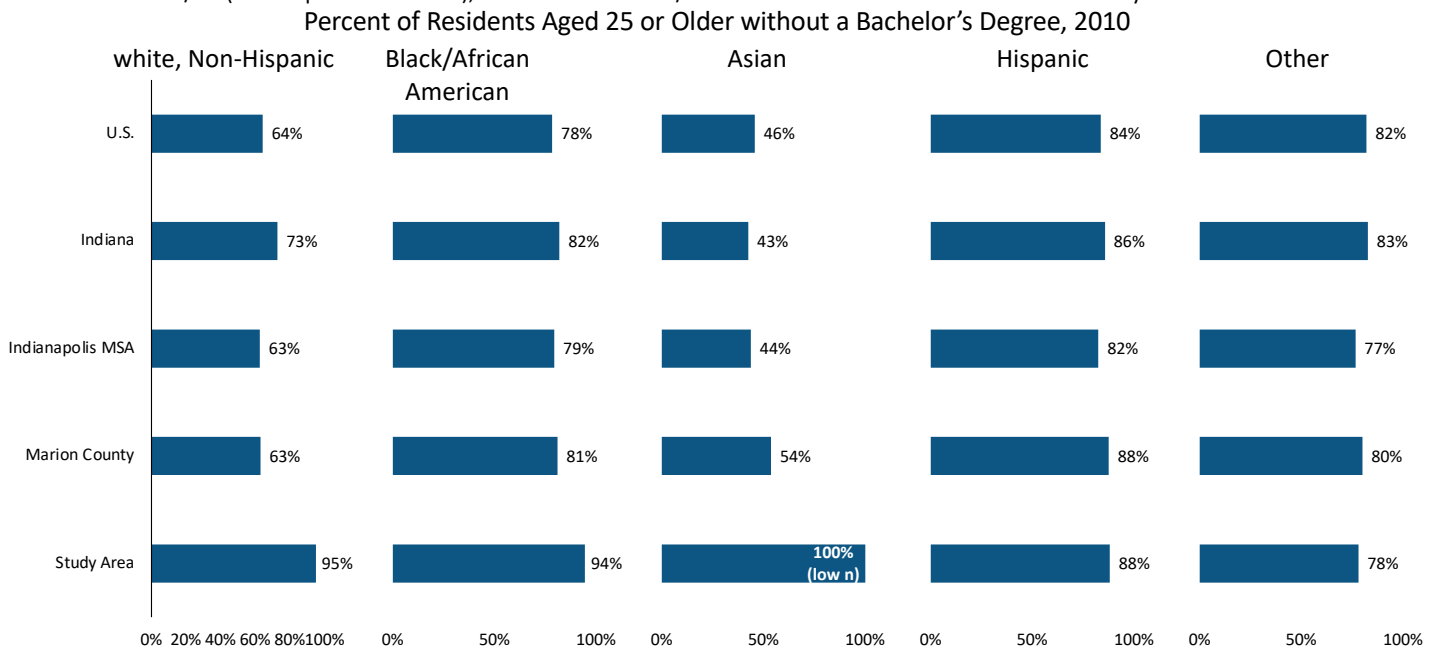
Economically Disadvantaged Populations

Over 90% of Study Area residents do not have a Bachelor’s Degree (1.4X the share in Marion County); Marion County’s share (69%) is similar to the U.S. overall



Economically Disadvantaged Populations

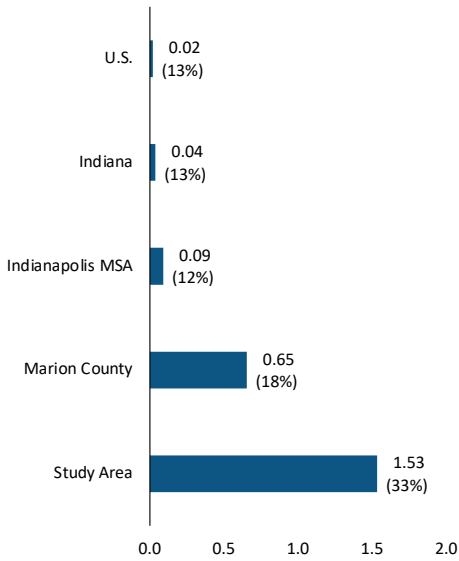
Study Area has a consistently higher share of residents without a Bachelor’s Degree than the County, MSA, state, and U.S. across races/ethnicities, excluding the “Other” racial group; Unlike other geographies where the share for Whites is significantly lower than the shares for Black/AA (and Hispanic and Other), the White and Black/AA shares are almost identical within the Study Area



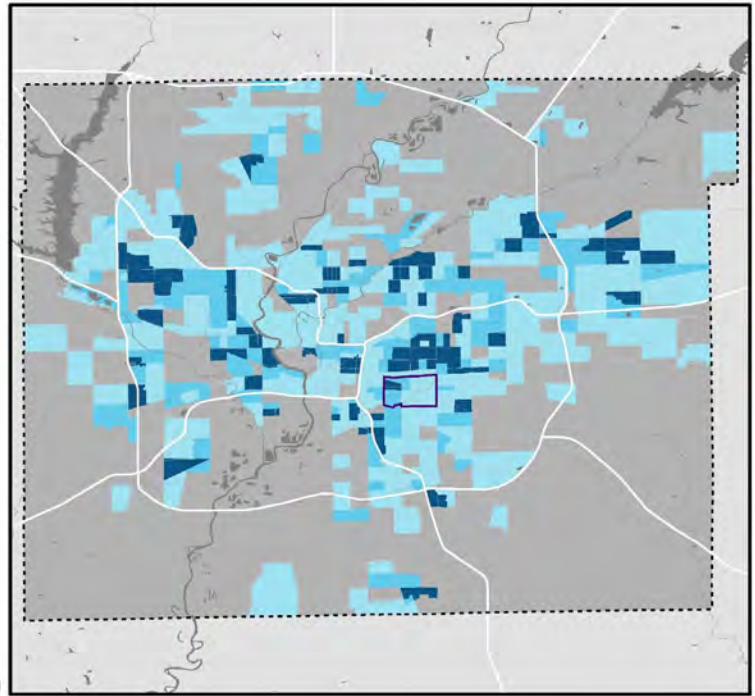
Economically Disadvantaged Populations

The Study Area has >2.3X Marion County's concentration of poverty, while Marion County has about 7.3X the MSA's concentrati

Density of Population in Poverty (Poverty Rate), 2019



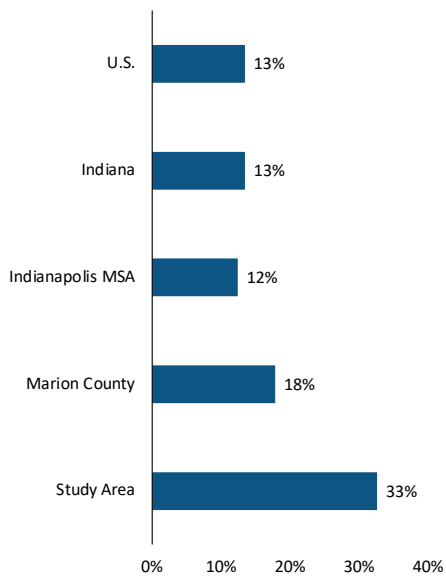
Note: Stats for the Study Area geography reflect Census block group approximations



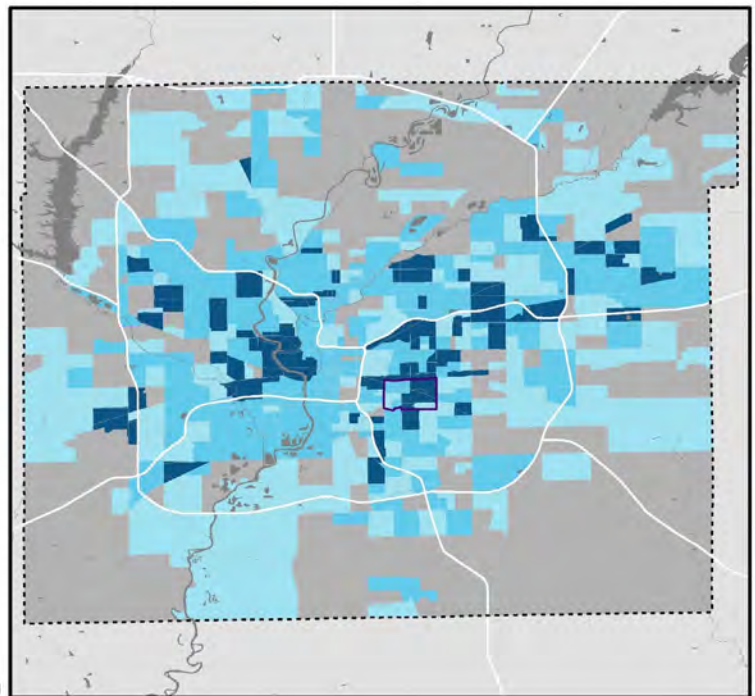
Economically Disadvantaged Populations

About one-third of Study Area residents live in poverty as compared to less than one-fifth in Marion County and 12% in the MSA

Poverty Rate, 2017



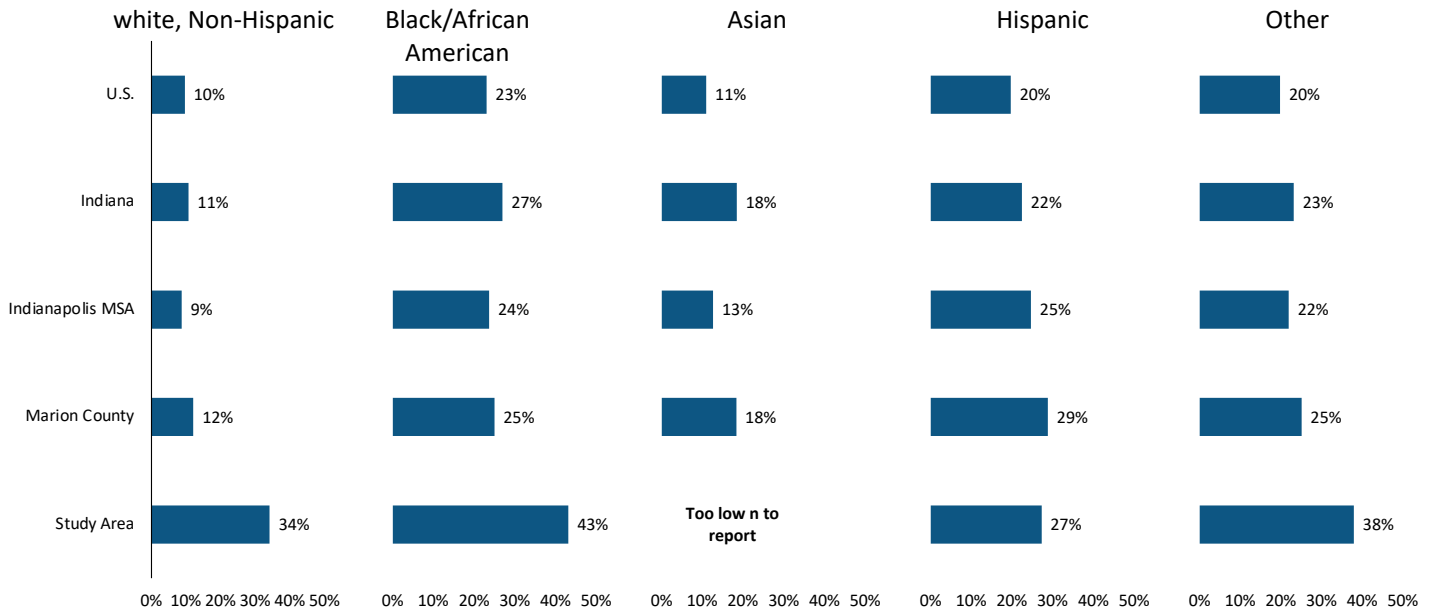
Note: Stats for the Study Area geography reflect Census block group approximations



Economically Disadvantaged Populations

Unlike Marion County and the MSA, where Hispanics have the highest poverty rates, Black/African Americans have the highest poverty rates in the Study Area; Other than for Hispanics and Asians (where the n is very low), the Study Area has higher poverty rates than Marion County across racial groups

Poverty Rate, 2019

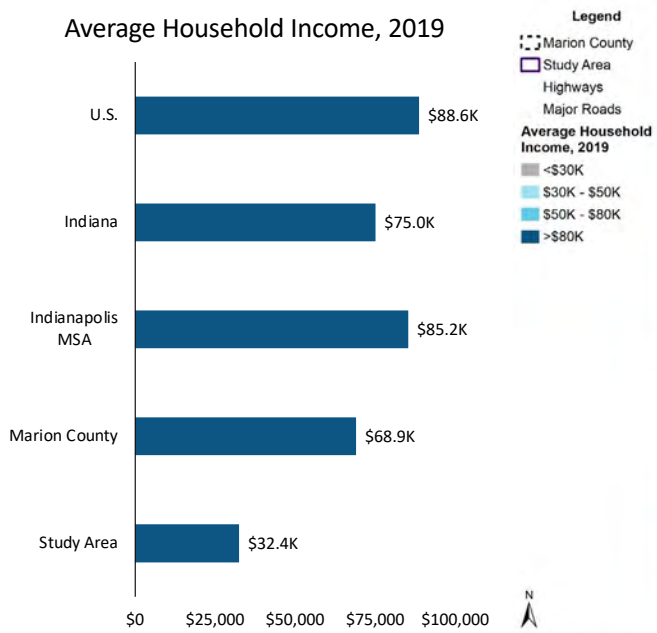


Note: Stats for the Study Area geography reflect Census tract approximations; Black/AA, Asian, and Other overlap with Hispanic ethnicity
Source: ACS 2015-2019 5-year release

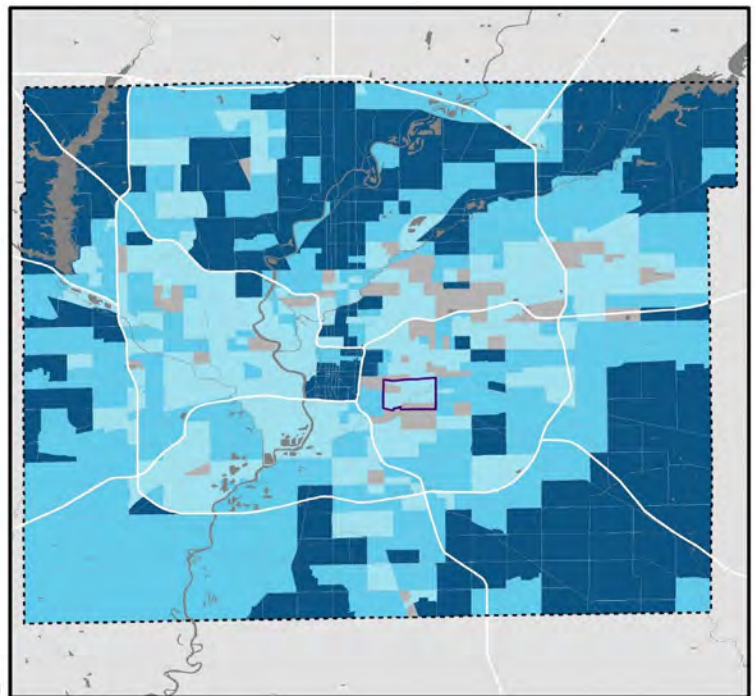
Economically Disadvantaged Populations

Average HH income in the Study Area is less than half (47%) of Marion County's which, in turn, is about 80% of the MSA's value (and all are below the U.S.); the NW and SE portions of the Study Area have lower average HH incomes

Average Household Income, 2019



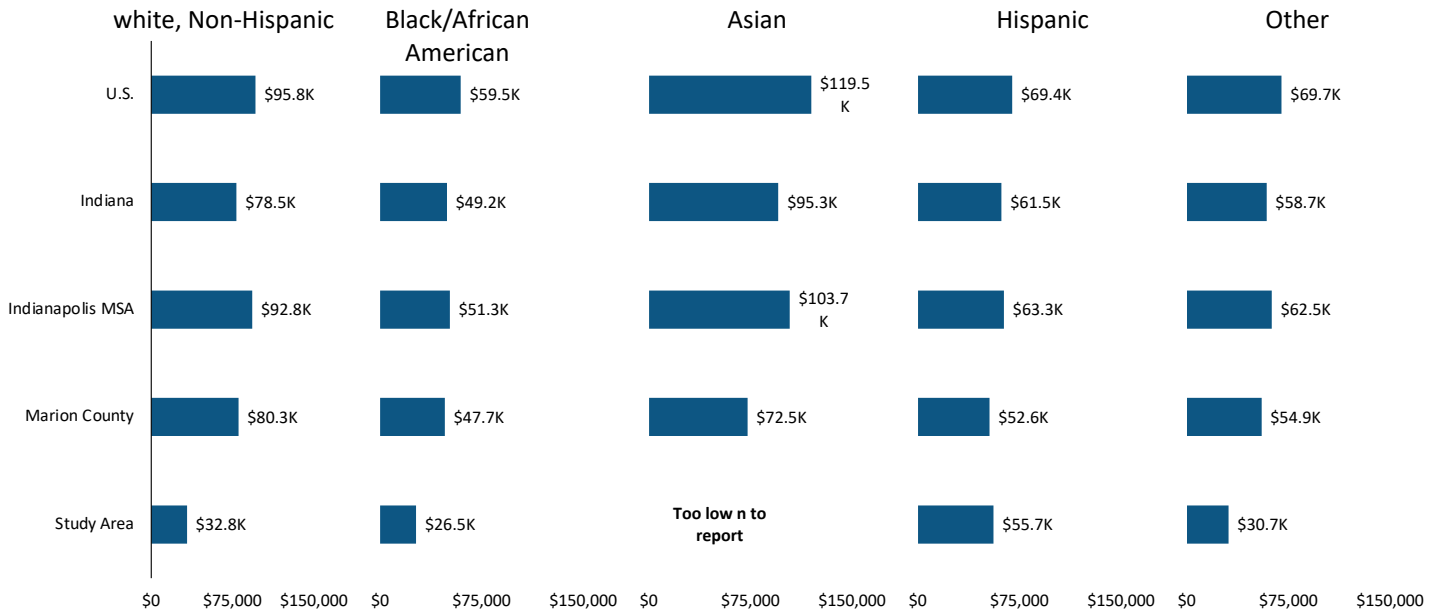
Note: Stats for the Study Area geography reflect Census block group approximations



Economically Disadvantaged Populations

Other than for Hispanic HHs, average HH incomes in the Study Area are lower than the County, region, and U.S. across races/ethnicities; Black/African American HHs have the lowest incomes across all geographies

Average Household Income, 2019

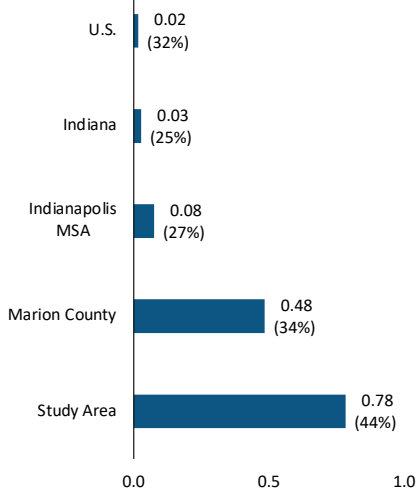


Note: Note: Stats for the Study Area geography reflect Census block group approximations; Black/AA, Asian, and Other overlap with Hispanic ethnicity
Source: ACS 2015-2019 5-year release

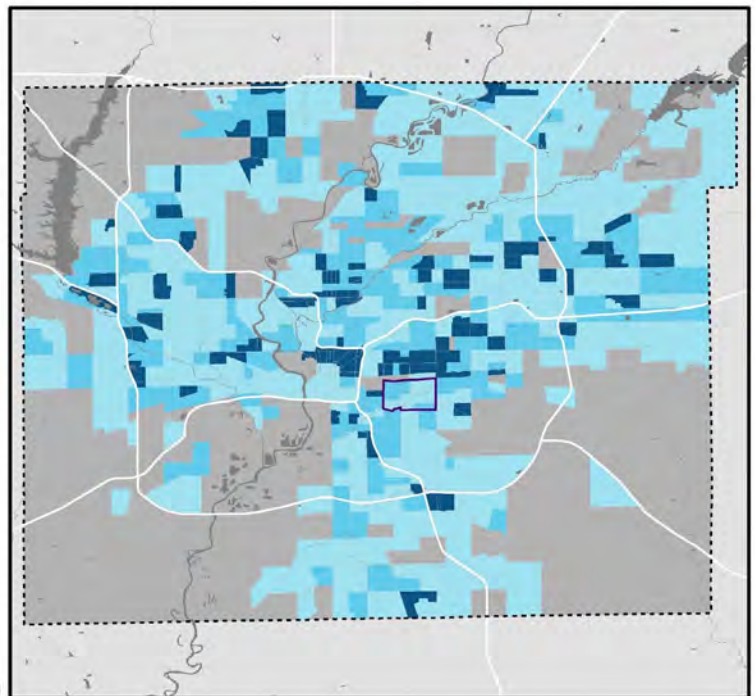
Economically Disadvantaged Populations

The Study Area's density of cost-burdened housing units is 1.6X Marion County's; Over two-fifths of occupied housing units in the Study Area pay >30% of their income on housing, compared to about one-third in Marion County and the U.S.

Density of HU Spending >30% of Income on Housing (% of HU), 2019



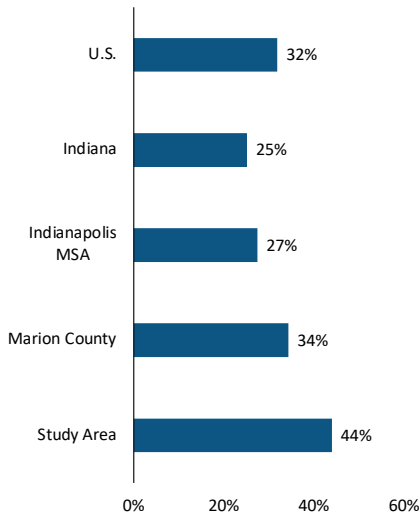
Note: Stats for the Study Area geography reflect Census block group approximations



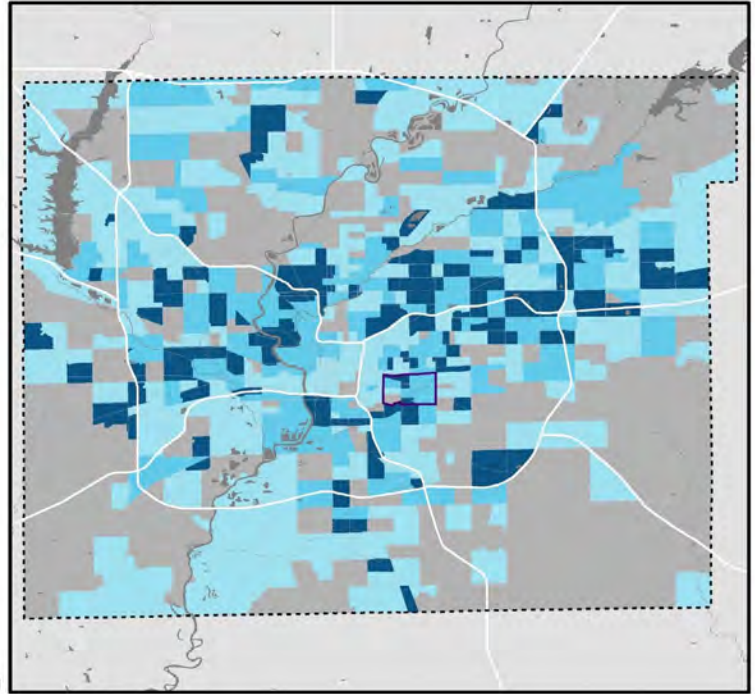
Economically Disadvantaged Populations

The Study Area's density of cost-burdened housing units is 1.6X Marion County's; Over two-fifths of occupied housing units in the Study Area pay >30% of their income on housing, compared to about one-third in Marion County and the U.S.

Percent of HU Spending >30% of Income on Housing, 2019



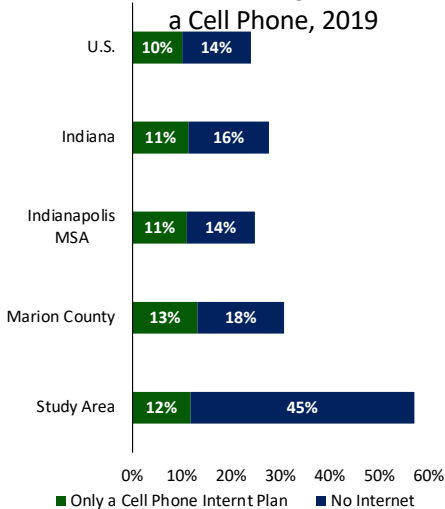
Note: Stats for the Study Area geography reflect Census block group approximations



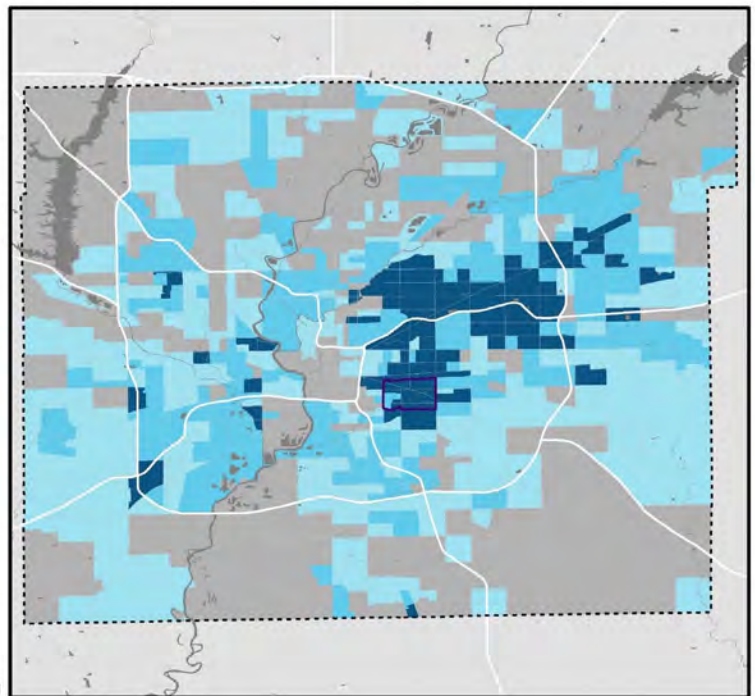
Economically Disadvantaged Populations

Over 45% of Study Area households do not have internet access, about 2.6X Marion County's share and 3.3X the MSA share;

Share of Households without Internet or Only a Cell Phone, 2019

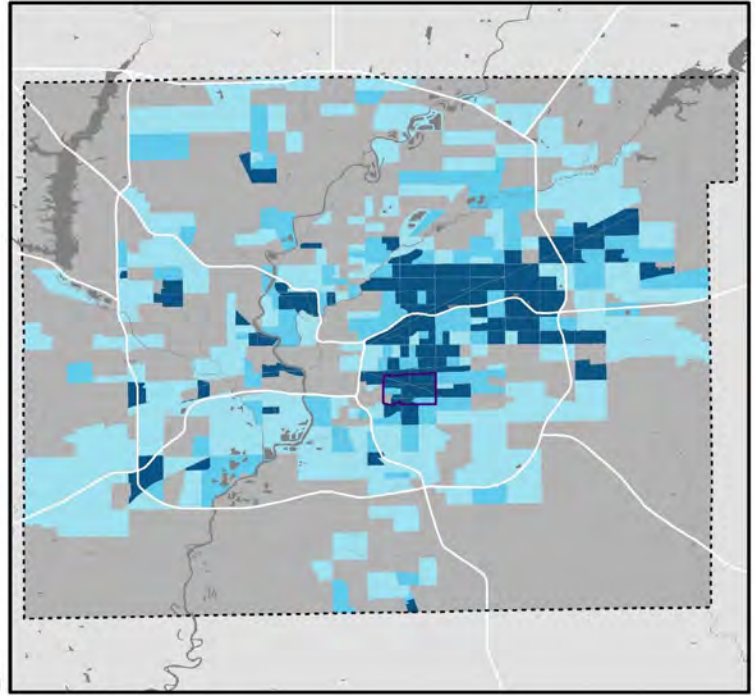
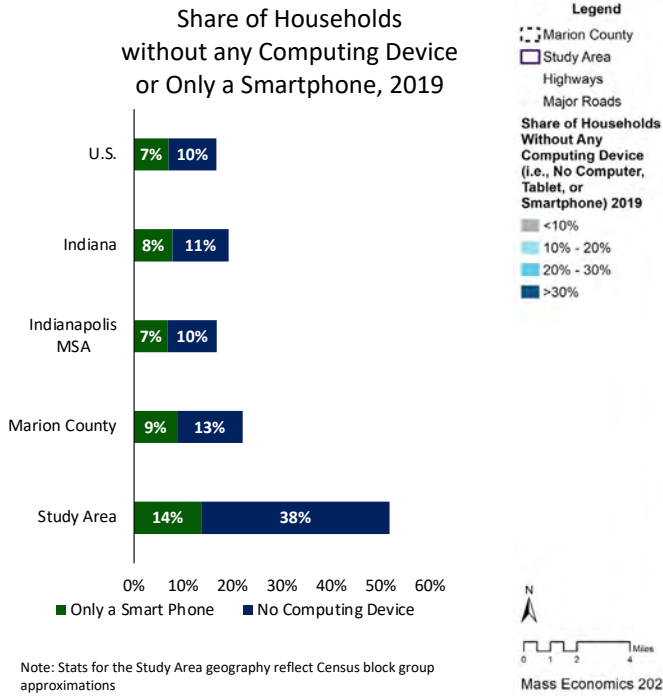


Note: Stats for the Study Area geography reflect Census block group approximations



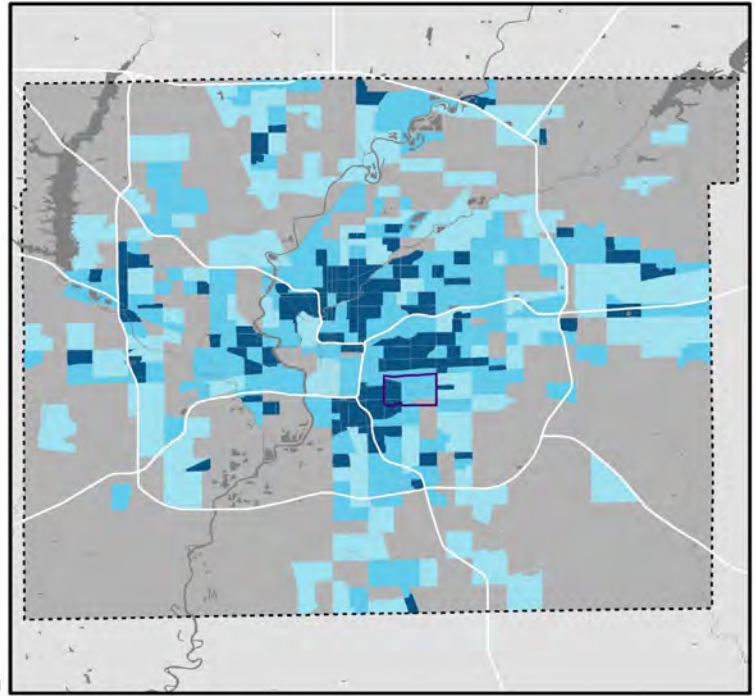
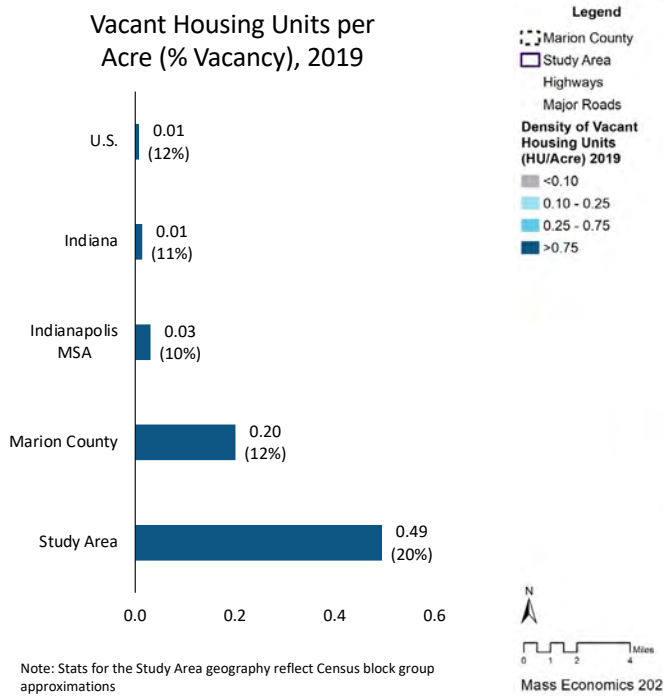
Economically Disadvantaged Populations

Almost two-fifths of households in the Study Area do not have any kind of computing device (i.e., a computer, tablet, or smartphone) and 14% only have a smartphone – significantly higher than Marion County and the rest of the geographies



Economically Disadvantaged Populations

Vacant housing unit density in the Study Area is almost 2.5X Marion County's and >16X the MSA's; the vacancy rate in the Study Area is the almost 1.7X the rate in Marion County, while the Marion County rate is only slightly higher than the MSA overall



Economically Disadvantaged Populations

Vacant housing unit density in the Study Area is almost 2.5X Marion County's and >16X the MSA's; the vacancy rate in the Study Area is the almost 1.7X the rate in Marion County, while the Marion County rate is only slightly higher than the MSA overall

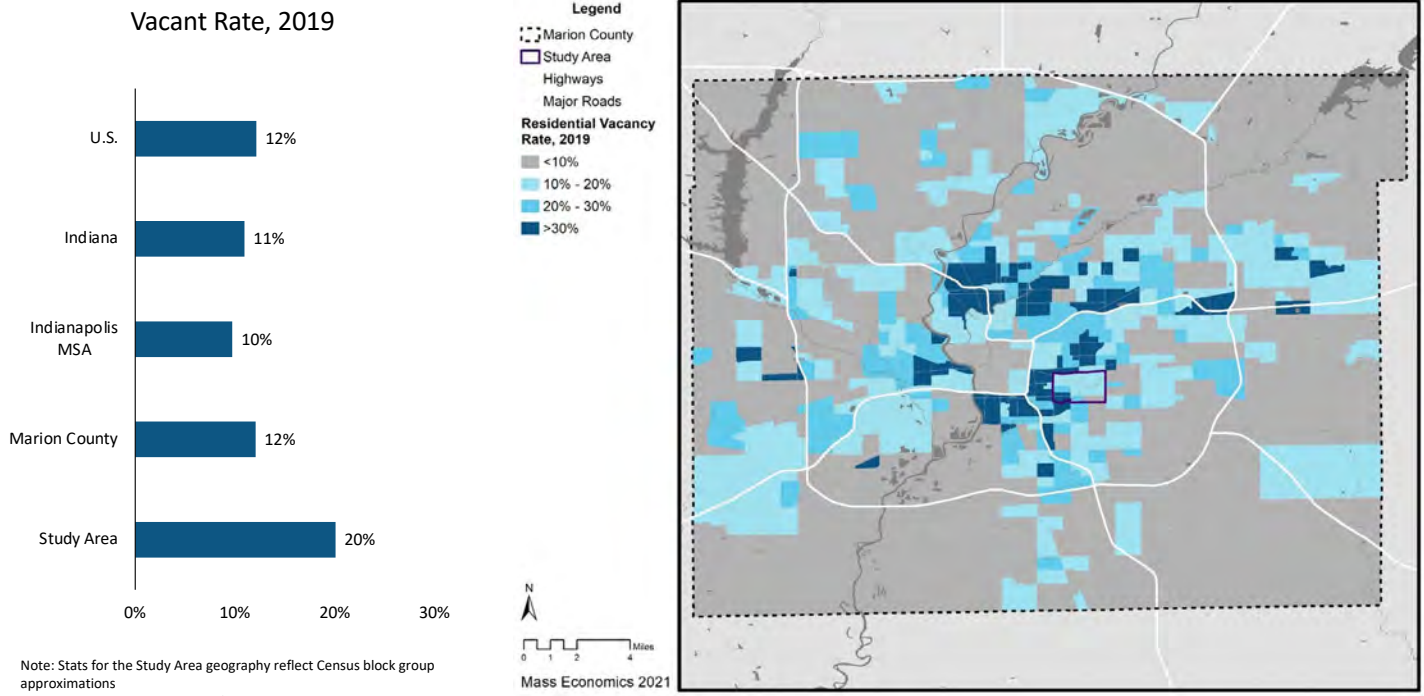


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Employed Residents + Commuter Flows

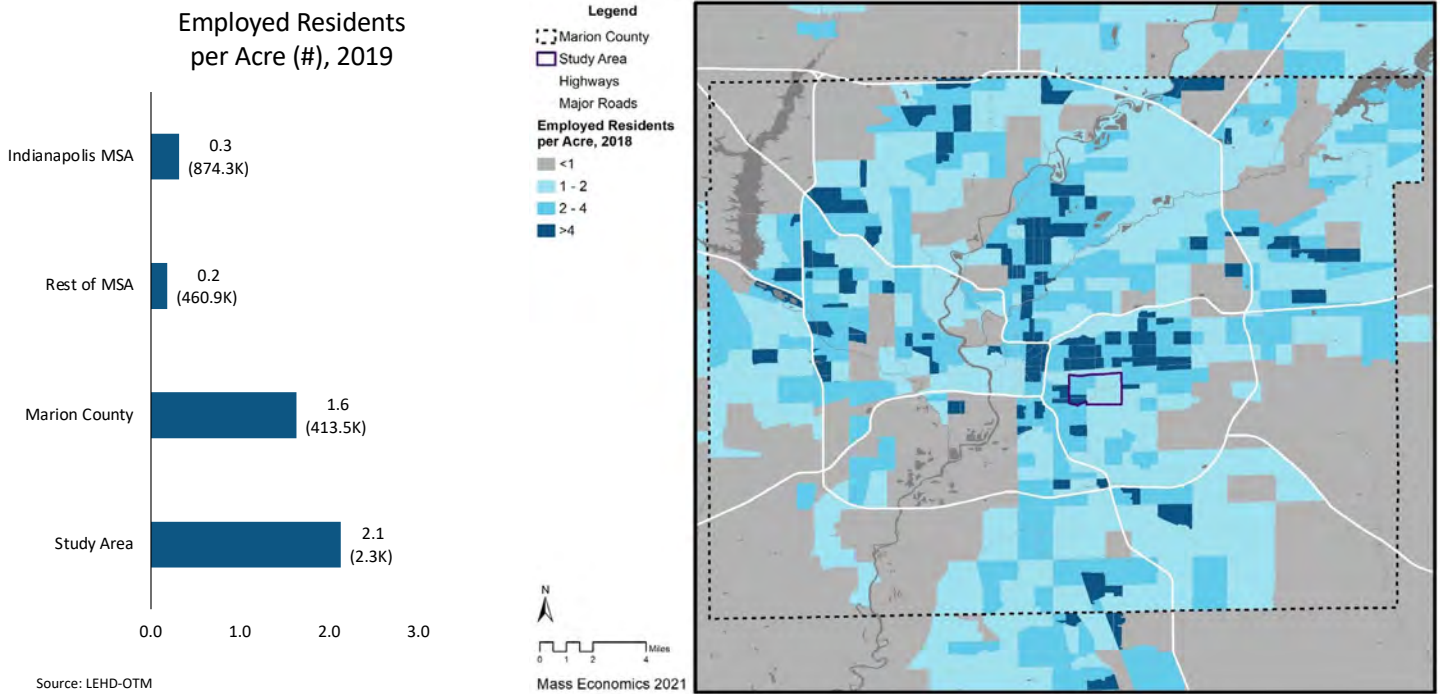
Economy Overview + Impacts of COVID-19

Cluster Opportunities

Appendix

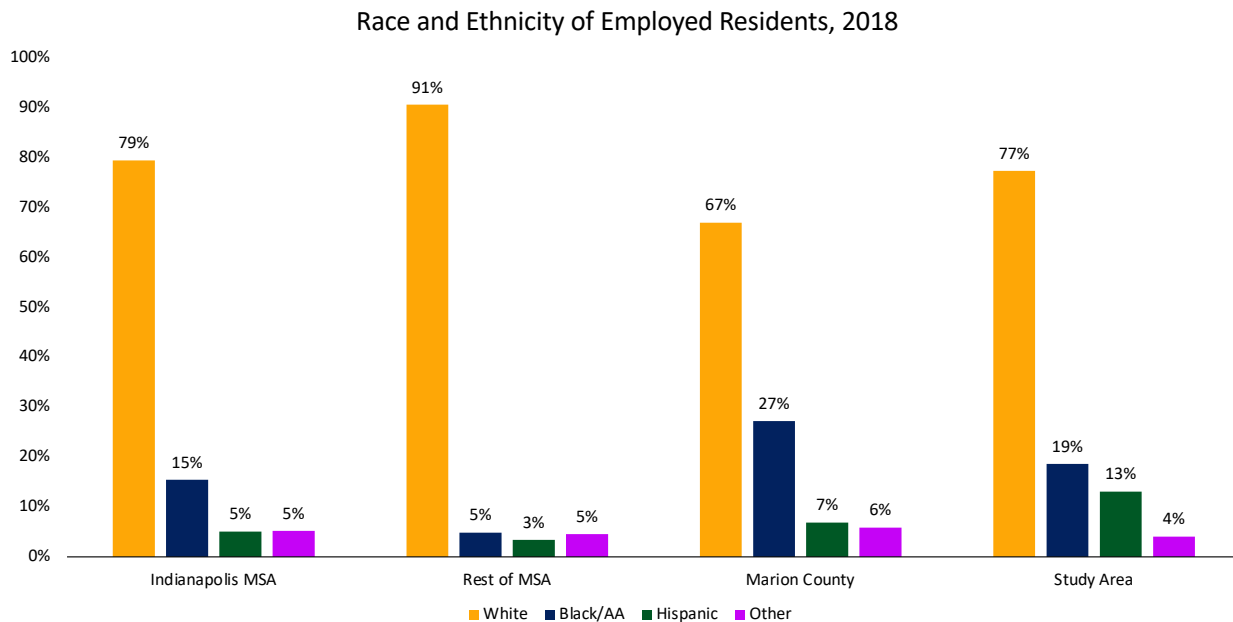
Employed Residents + Commuter Flows

The Study Area's employed resident density is about 1.3X Marion County; within the Study Area, employed residents are concentrated in the West and SW, especially



Employed Residents + Commuter Flows

Compared to Marion County, the Study Area has higher shares of White and Hispanic employed residents and lower shares of Black/AA and Other employed residents

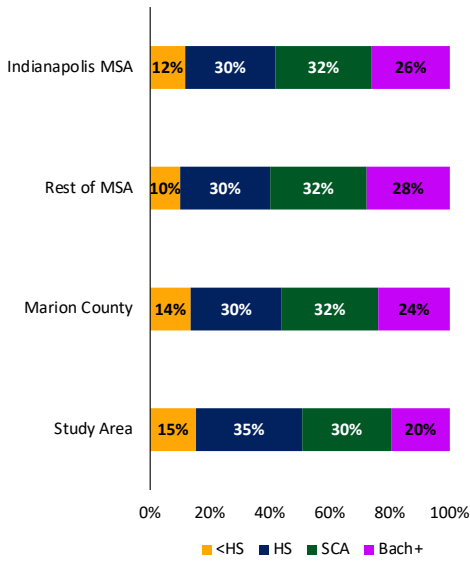


Note: Hispanic overlaps with race categories
Source: LEHD-OTM

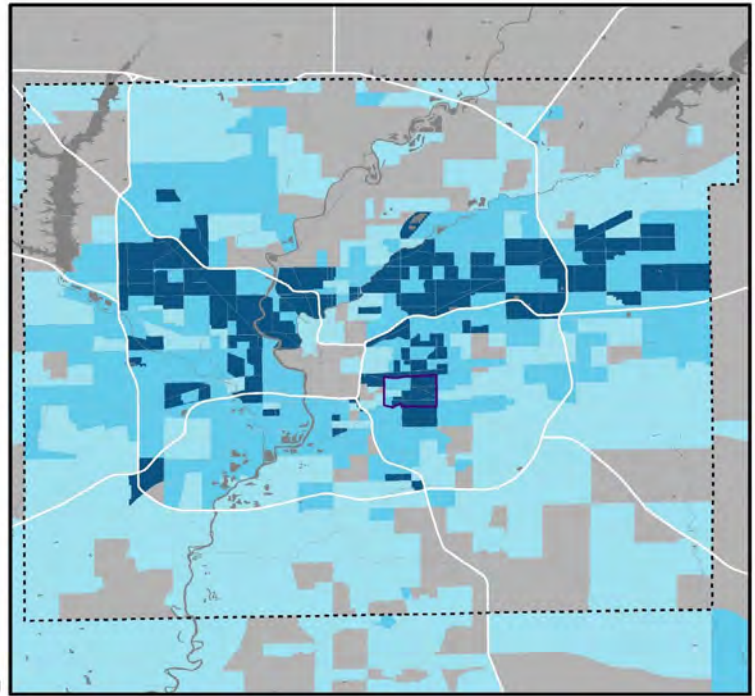
Employed Residents + Commuter Flows

Over half of employed residents in the Study Area have at most a HS diploma, higher than the rate for Marion County (44%); almost one-quarter of employed Marion County residents have at least a Bachelor's degree, compared to just under 20% for employed Study Area residents

Educational Attainment for Employed Residents (30+ Y.O.s), 2018



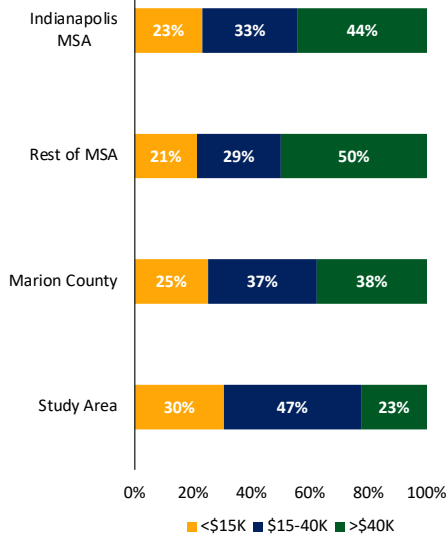
Source: LEHD-OTM



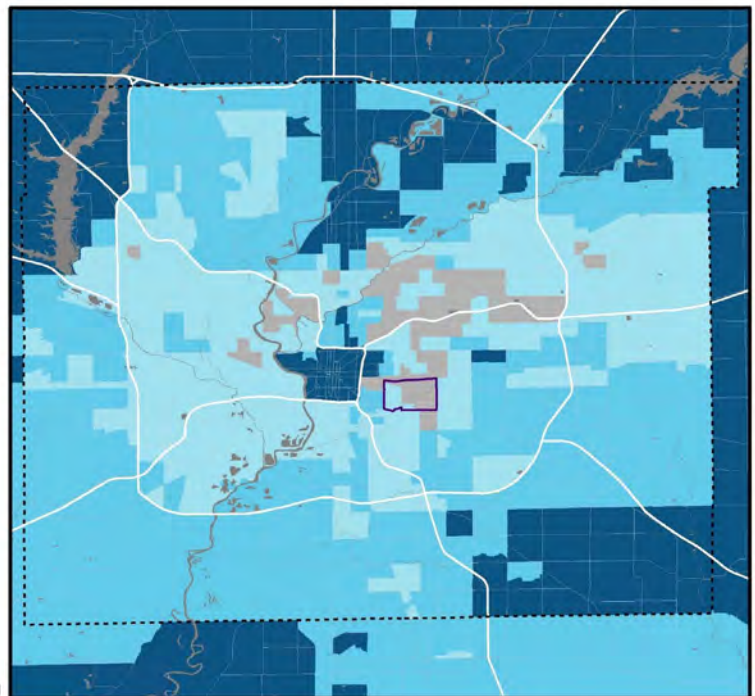
Employed Residents + Commuter Flows

Compared to Marion County and MSA, the Study Area has a higher share of residents earning <\$15K (30% vs. about 25%); Only 23% of Study Area employed residents earn >\$40K, versus 38% in the County and 44% in the region

Wages of Employed Residents, 2018



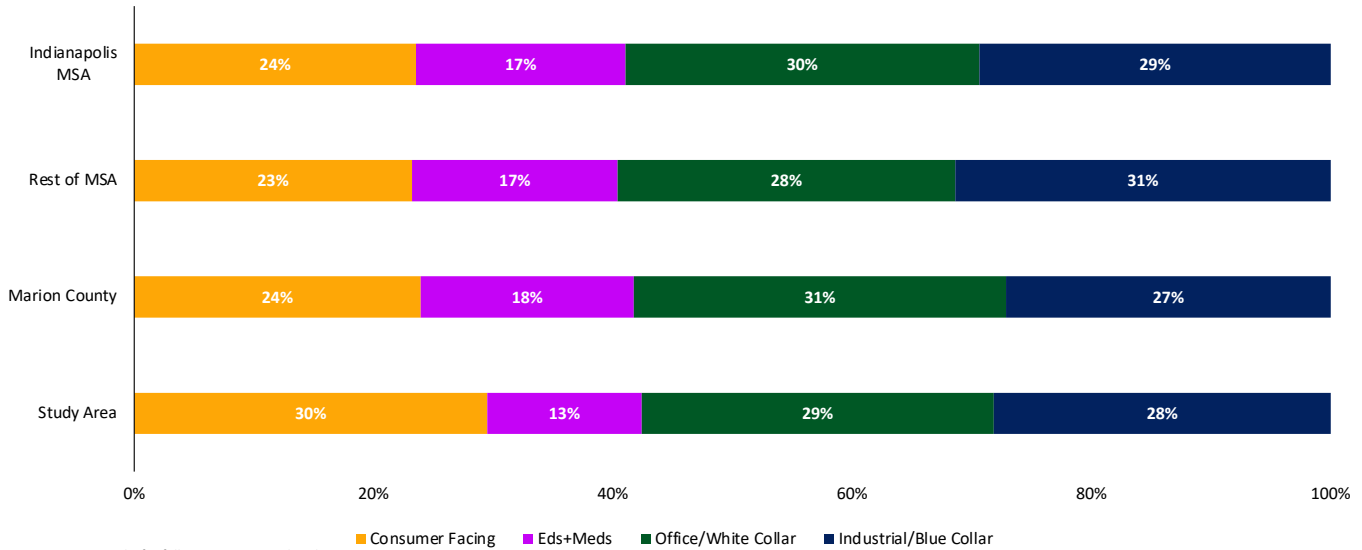
Source: LEHD-OTM



Employed Residents + Commuter Flows

Study Area has a notably higher share of residents employed in the Consumer Facing segment and a lower share employed in Eds+Meds compared to Marion County and the region

Industries Segments in which Residents are Employed, 2018

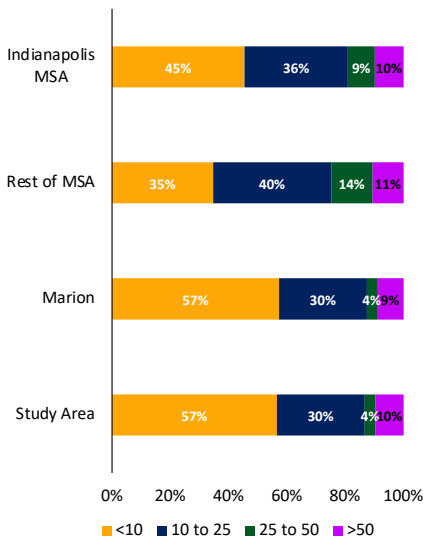


Note: See appendix for full 2D NAICS Sector breakout
Source: LEHD-OTM

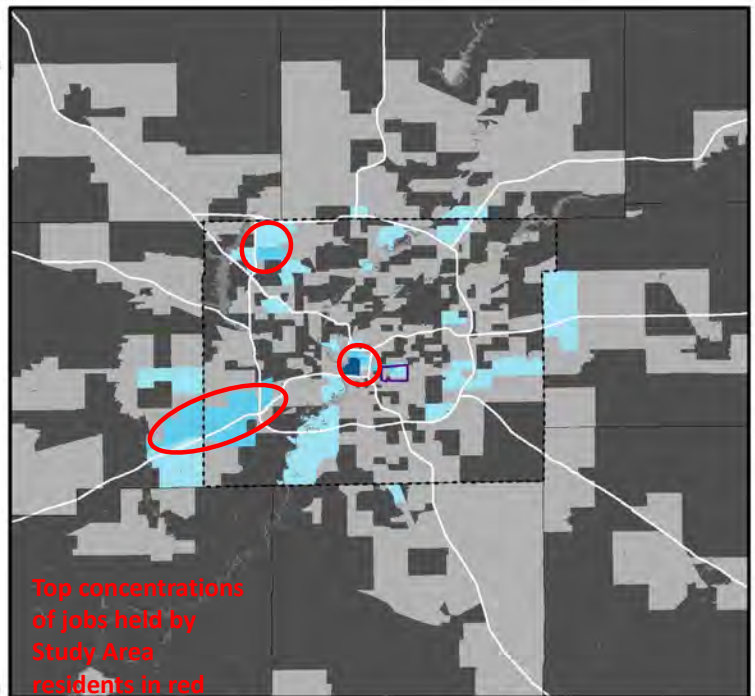
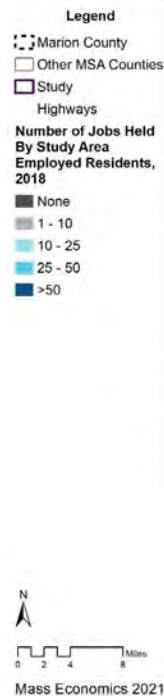
Employed Residents + Commuter Flows

Commute distances for employed residents are similar but slightly higher in the Study Area compared to Marion County overall; concentrations of jobs held by Study Area residents include downtown, Park 100, the airport, and the Study Area itself

Distance (in Miles) to Work from Home, Private Sector Only, 2018



Source: LEHD-OTM

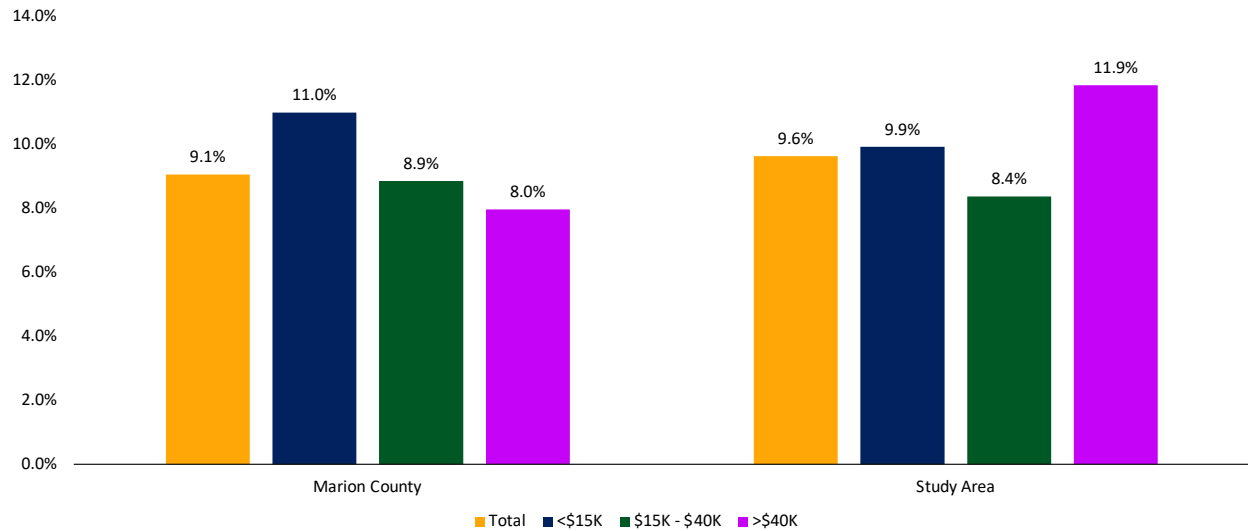


Mass Economics 2021

Employed Residents + Commuter Flows

Higher-earning employed residents in the Study Area are more likely to commute >50 miles to work than lower earners, a contrast to Marion County trends in which lower earners are more likely to commute >50 miles to work

Share of Employed Residents Commuting Over 50 Miles to Work by Wage Buckets, 2018



Source: LEHD-OTM

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Industry Sectors in which Residents are Employed, 2018

Industry Segment	NAICS Code	NAICS Sector	Indianapolis MSA	Rest of MSA	Marion County	Study Area
Industrial/Blue Collar	11	Agriculture, Forestry, Fishing and Hunting	0.3%	0.4%	0.1%	0.0%
Industrial/Blue Collar	21	Mining, Quarrying, and Oil and Gas Extraction	0.1%	0.1%	0.0%	0.0%
Industrial/Blue Collar	22	Utilities	0.4%	0.6%	0.3%	0.3%
Industrial/Blue Collar	23	Construction	5.2%	6.0%	4.3%	6.3%
Industrial/Blue Collar	31-33	Manufacturing	11.5%	13.2%	9.7%	9.8%
Industrial/Blue Collar	42	Wholesale Trade	5.1%	5.3%	4.7%	5.1%
Consumer Facing	44-45	Retail Trade	11.9%	12.0%	11.9%	14.5%
Industrial/Blue Collar	48-49	Transportation and Warehousing	6.9%	5.9%	7.9%	6.6%
Office/White Collar	51	Information	1.6%	1.5%	1.6%	1.3%
Office/White Collar	52	Finance and Insurance	5.2%	5.4%	5.0%	3.4%
Office/White Collar	53	Real Estate and Rental and Leasing	1.8%	1.7%	1.9%	1.8%
Office/White Collar	54	Professional, Scientific, and Technical Services	6.7%	7.1%	6.3%	4.8%
Office/White Collar	55	Management of Companies and Enterprises	1.5%	1.5%	1.5%	1.3%
Office/White Collar	56	Administration + Support, Waste Management + Remediation	9.2%	7.4%	11.1%	12.7%
Eds+Meds	61	Educational Services	1.9%	1.8%	1.9%	2.0%
Eds+Meds	62	Health Care and Social Assistance	15.6%	15.3%	15.9%	10.9%
Consumer Facing	71	Arts, Entertainment, and Recreation	1.5%	1.6%	1.5%	1.5%
Consumer Facing	72	Accommodation and Food Services	10.1%	9.6%	10.6%	13.5%
Office/White Collar	81	Other Services (excluding Public Administration)	3.5%	3.4%	3.7%	4.1%
Office/White Collar	92	Public Administration	0.0%	0.0%	0.0%	0.0%
Total			874,000	461,000	413,000	2,300

Sectors highlighted in red are at least one percentage point lower than the County's share and sectors highlighted in green are at least one percentage point higher than the County's share

Industry Sectors in which Job Holders are Employed, 2018

Industry Segment	NAICS Code	NAICS Sector	Indianapolis		Marion	Study Area
			MSA	Rest of MSA	County	
Industrial/Blue Collar	11	Agriculture, Forestry, Fishing and Hunting	0.2%	0.5%	0.1%	0.0%
Industrial/Blue Collar	21	Mining, Quarrying, and Oil and Gas Extraction	0.1%	0.1%	0.0%	0.0%
Industrial/Blue Collar	22	Utilities	0.4%	0.7%	0.2%	0.0%
Industrial/Blue Collar	23	Construction	5.3%	6.0%	4.8%	3.1%
Industrial/Blue Collar	31-33	Manufacturing	10.0%	10.3%	9.8%	21.5%
Industrial/Blue Collar	42	Wholesale Trade	5.2%	5.1%	5.3%	12.2%
Consumer Facing	44-45	Retail Trade	12.0%	15.2%	9.9%	28.9%
Industrial/Blue Collar	48-49	Transportation and Warehousing	7.2%	8.1%	6.6%	9.0%
Office/White Collar	51	Information	1.6%	1.0%	1.9%	0.0%
Office/White Collar	52	Finance and Insurance	5.3%	5.4%	5.2%	0.9%
Office/White Collar	53	Real Estate and Rental and Leasing	1.8%	1.6%	2.0%	1.0%
Office/White Collar	54	Professional, Scientific, and Technical Services	6.8%	5.7%	7.6%	0.2%
Office/White Collar	55	Management of Companies and Enterprises	1.5%	1.2%	1.7%	0.0%
Office/White Collar	56	Administration + Support, Waste Management + Remediation	9.5%	8.4%	10.2%	3.5%
Eds+Meds	61	Educational Services	1.9%	1.5%	2.2%	0.0%
Eds+Meds	62	Health Care and Social Assistance	15.8%	12.7%	18.0%	0.0%
Consumer Facing	71	Arts, Entertainment, and Recreation	1.6%	1.8%	1.5%	0.0%
Consumer Facing	72	Accommodation and Food Services	10.0%	11.4%	9.1%	10.4%
Office/White Collar	81	Other Services (excluding Public Administration)	3.5%	3.1%	3.8%	9.0%
Office/White Collar	92	Public Administration	0.0%	0.0%	0.0%	0.0%
Total			951,000	383,000	568,000	1,100

Sectors highlighted in red are at least one percentage point lower than the County's share and sectors highlighted in green are at least one percentage point higher than the County's share

Source: LEHD-OTM

Industry Sectors in which Job Holders Earning >\$40K are Employed, 2018

Industry Segment	NAICS Code	NAICS Sector	Indianapolis		Marion	Study Area
			MSA	Rest of MSA	County	
Industrial/Blue Collar	11	Agriculture, Forestry, Fishing and Hunting	0.2%	0.5%	0.1%	0.0%
Industrial/Blue Collar	21	Mining, Quarrying, and Oil and Gas Extraction	0.1%	0.3%	0.0%	0.0%
Industrial/Blue Collar	22	Utilities	0.8%	1.6%	0.4%	0.0%
Industrial/Blue Collar	23	Construction	7.9%	9.4%	7.0%	3.4%
Industrial/Blue Collar	31-33	Manufacturing	15.4%	15.6%	15.4%	22.9%
Industrial/Blue Collar	42	Wholesale Trade	8.0%	8.8%	7.6%	29.3%
Consumer Facing	44-45	Retail Trade	6.1%	8.4%	4.8%	9.8%
Industrial/Blue Collar	48-49	Transportation and Warehousing	7.3%	8.4%	6.7%	21.0%
Office/White Collar	51	Information	2.3%	1.6%	2.7%	0.0%
Office/White Collar	52	Finance and Insurance	8.4%	9.4%	7.9%	0.9%
Office/White Collar	53	Real Estate and Rental and Leasing	2.0%	1.9%	2.0%	0.6%
Office/White Collar	54	Professional, Scientific, and Technical Services	10.8%	9.4%	11.5%	0.3%
Office/White Collar	55	Management of Companies and Enterprises	2.1%	1.8%	2.3%	0.0%
Office/White Collar	56	Administration + Support, Waste Management + Remediation	5.4%	5.7%	5.2%	4.9%
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Consumer Facing	72	Accommodation and Food Services	1.9%	2.1%	1.9%	0.3%
Office/White Collar	81	Other Services (excluding Public Administration)	2.7%	2.2%	3.0%	6.7%
Office/White Collar	92	Public Administration	0.0%	0.0%	0.0%	0.0%
Total			410,000	145,000	265,000	330

Sectors highlighted in red are at least one percentage point lower than the County's share and sectors highlighted in green are at least one percentage point higher than the County's share

Source: LEHD-OTM

Appendix C: Skilled Trades Occupational Demand

The State of Indiana’s INDIANA CAREER READY, through their INDemand Jobs, identifies high demand, high wage jobs for the present and future. INDemand Jobs uses a 5 to 1 flame symbol to indicate different levels of projected growth and wages for different occupations. A 5-flame occupation is has the highest projected demand and wage quality. The list below includes skilled trades occupations in the top three categories of highest demand and wage quality (i.e., 5-flame, 4-flame, and 3-flame jobs).

A full and quarterly-updated list of INDemand Jobs for Region 5 (Marion County) and all of Indiana is located on the State’s website at: <https://indianacareerready.com/Indemandjobs>

Hoosier Data provides occupational (and industry/cluster) details for Indiana and Indiana’s workforce regions. Region 5 (Marion County) data is here: <https://www.hoosierdata.in.gov/FD/landing.aspx>

5 Flames (highest demand and wage quality)		SOC (Standard Occupational Classification)
Construction managers		11-9021
First-line supervisors of construction trades and extraction workers		47-1011
4 Flames (second highest demand and wage quality)		SOC (Standard Occupational Classification)
Carpenters		47-2031
Cement masons and concrete finishers		47-2051
Construction laborers		47-2061
Crane and tower operators		53-7021
Electricians		47-2111
First-line supervisors of helpers, laborers, and material movers, hand		53-1021
First-line supervisors of material-moving machine and vehicle operators		53-1031
First-line supervisors of mechanics, installers, and repairers		49-1011
First-line supervisors of production and operating workers		51-1011
Heating, air conditioning, and refrigeration mechanics and installers		49-9021
Industrial machinery mechanics		49-9041
Industrial productions managers		Nov-51
Industrial truck and tractor operators		53-7051
Machinists		51-4041
Machine operators (of many kinds)		multiple
Maintenance and repair workers, general		49-9071
Millwrights		49-9044
Mixing and blending machine setters, operators, tenders		51-9023
Multiple machine tool setters, operators, and tenders, metal and plastic		51-4081
Operating engineers and other construction equipment operators		47-2073
Plumbers, pipefitters, and steamfitters		47-2152
Production, planning, and expediting clerks		43-5061
Roofers		47-2181
Sheet metal workers		47-2211
Telecommunications equipment installers and repairers, except line installers		49-2022
Welders, cutters, solderers, and brazers		51-4121

3 Flames (third highest demand and wage quality)	SOC (Standard Occupational Classification)
Assemblers and fabricators, all other	51-2099
Boilermakers	47-2011
Brickmasons and blockmasons	47-2021
Carpet installers	47-2041
Construction and related workers, all others	47-4099
Control and valve installers and repairers, except mechanical door	49-9012
Drywall and ceiling tile installers	47-2081
Earth drillers, except oil and gas	47-5021
Electronics engineering technicians	17-3023
Electrical power-line installers and repairers	49-9051
Elevator installers and repairers	47-4021
Floor layers, except carpet, wood, and hard tiles	47-2042
Glaziers	47-2121
Helpers (of many related kinds)	<i>multiple</i>
Highway maintenance workers	47-4051
Industrial engineering technicians	17-3026
Inspectors, testers, sorters, samplers, weighers	51-9061
Installation, maintenance, and repair workers, all other	49-9099
Insulation workers, mechanical	47-2132
Machine setters, operators, tenders (of many related kinds)	<i>multiple</i>
Maintenance workers, machinery	49-9043
Mechanical engineering technicians	17-3027
Painters, construction and maintenance	47-2141
Paving, surfacing, and tamping equipment operators	47-2071
Pipelayers	47-2151
Production workers, all others	51-9199
Reinforcing iron and rebar workers	47-2171
Riggers	49-9096
Security and fire alarm systems installers	49-2098
Structural iron and steel workers	47-2221
Team assemblers	51-2092
Tile and marble setters	47-2044
Telecommunications line installers and repairers	49-9052
Tool and die makers	51-4111

Operating Proforma Calculator

Using comparables from other incubator/accelerators, this tool can help establish a sustainable operating budget for SEND's facility.

Service	Quantity (persons)	Price/Per or sq. ft. for offices	Annual Revenue	Added sq. ft.
CLASSES				
Tool Training Classes	200	50	10000	incl.
Business Workshops	100	50	5000	incl.
Youth Programs	600	10	6000	incl.
MEMBERSHIP				
Makers & Co-working Membership	100	50	60000	incl.
Makers & Co-working Membership - Neighbor	75	25	22500	incl.
Fixed Workstation (monthly)	30	150	54000	incl.
Small Office (monthly)	5	500	30000	750
Large Office	2	1000	24000	1000
Corporate Partner Space or Flex Space (lease w/ memberships)	1	5000	75000	5000

OPERATING PROFORMA

	Notes	Stab. Operations			
		Y1	Y2	Y3	Y4
Total Square Footage of Facility	(calculates at 10,000 sq.ft. baseline plus estimates above, Column E)	16750	16750	16750	16750
Revenue					
<i>Classes & Membership</i>					
Tool Training Classes	See above - classes average 2 hrs.	\$5,000	\$10,000	\$10,200	\$10,400
Business Workshops	See above - classes average 1.5 hrs	\$2,500	\$5,000	\$5,100	\$5,200
Individual Membership (Sliding Scale)	See above	\$30,000	\$60,000	\$61,200	\$62,400
Startup Memberships	See above	\$27,000	\$54,000	\$55,080	\$56,160
Small and Large Offices	See above	\$27,000	\$54,000	\$55,080	\$56,160
Corporate Sponsor Space	\$15 sq. ft.	\$37,500	\$75,000	\$76,500	\$78,000
Total Classes & Membership		\$129,000	\$258,000	\$263,160	\$268,320
<i>Job Training Programs</i>					
Construction Skilled Trades Training	Programs TBD 90 ppl/year			\$0	\$0
Manufacturing Skilled Trades Training	90 ppl/year			\$0	\$0
Job Training Revenue		\$0	\$0	\$0	\$0
<i>Youth Education Program</i>					
Youth Programs (300/year *\$10/student)		\$3,000	\$6,000	\$6,120	\$6,240
Youth STEM Grant Funding		\$12,500	\$25,000	\$25,500	\$26,000
Total Youth Education Revenue		\$15,500	\$31,000	\$31,620	\$32,240
<i>Events</i>					
Flex Space/Events (\$40/hour)	Assuming 50 hours of rental	\$1,000	\$2,000	\$2,040	\$2,080
Customized Specialty Classes (Holiday Craft, Dessert & Craft; Seasonal Family Craft)	12 classes/yr; 10ppl/class; \$45/class	\$2,700	\$5,400	\$5,508	\$5,616
Events Total		\$3,700	\$7,400	\$7,548	\$7,696
<i>Sponsorships</i>					
Sponsorship Total	Corporate & Philanthropic	\$150,000	\$300,000	\$306,000	\$312,000
Total Revenue		\$298,200	\$596,400	\$608,328	\$620,464

Appendix D: Budgets

Notes											
\$40-\$200 per month \$100 - 150 sq. ft. spaces 500 sq. ft spaces \$15/sq. ft.											
	Y5	Y6	Y7	Y8	Y9	Y10	Y11	Y12	Y13	Y14	Y15
6750	16750	16750	16750	16750	16750	16750	16750	16750	16750	16750	16750
0,404	\$10,612	\$10,824	\$11,041	\$11,262	\$11,487	\$11,717	\$11,951	\$12,190	\$12,434	\$12,682	\$12,936
5,202	\$5,306	\$5,412	\$5,520	\$5,631	\$5,743	\$5,858	\$5,975	\$6,095	\$6,217	\$6,341	\$6,468
2,424	\$63,672	\$64,946	\$66,245	\$67,570	\$68,921	\$70,300	\$71,706	\$73,140	\$74,602	\$76,095	\$77,616
6,182	\$57,305	\$58,451	\$59,620	\$60,813	\$62,029	\$63,270	\$64,535	\$65,826	\$67,142	\$68,485	\$69,855
6,182	\$57,305	\$58,451	\$59,620	\$60,813	\$62,029	\$63,270	\$64,535	\$65,826	\$67,142	\$68,485	\$69,855
8,030	\$79,591	\$81,182	\$82,806	\$84,462	\$86,151	\$87,874	\$89,632	\$91,425	\$93,253	\$95,118	\$97,020
8,423	\$273,792	\$279,267	\$284,853	\$290,550	\$296,361	\$302,288	\$308,334	\$314,501	\$320,791	\$327,206	\$333,751
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6,242	\$6,367	\$6,495	\$6,624	\$6,757	\$6,892	\$7,030	\$7,171	\$7,314	\$7,460	\$7,609	\$7,762
6,010	\$26,530	\$27,061	\$27,602	\$28,154	\$28,717	\$29,291	\$29,877	\$30,475	\$31,084	\$31,706	\$32,340
2,252	\$32,897	\$33,555	\$34,227	\$34,911	\$35,609	\$36,321	\$37,048	\$37,789	\$38,545	\$39,315	\$40,102
2,081	\$2,122	\$2,165	\$2,208	\$2,252	\$2,297	\$2,343	\$2,390	\$2,438	\$2,487	\$2,536	\$2,587
5,618	\$5,731	\$5,845	\$5,962	\$6,081	\$6,203	\$6,327	\$6,453	\$6,583	\$6,714	\$6,849	\$6,985
7,699	\$7,853	\$8,010	\$8,170	\$8,334	\$8,500	\$8,670	\$8,844	\$9,021	\$9,201	\$9,385	\$9,573
2,120	\$318,362	\$324,730	\$331,224	\$337,849	\$344,606	\$351,498	\$358,528	\$365,698	\$373,012	\$380,473	\$388,082
4,495	\$632,904	\$645,563	\$658,474	\$671,643	\$685,076	\$698,778	\$712,753	\$727,008	\$741,548	\$756,379	\$771,507

Expenses					
<i>Personnel</i>					
CSST Partnership Director (1FTE)	Development, Coordinates programming, scheduling, mentor relationships, volunteers and manages program partnerships	\$65,000	\$65,000	\$ 66,950	\$ 68,000
CSST Employer Relations (1FTE)	Employer retention and development	\$50,000	\$50,000	\$ 51,500	\$ 53,000
CSST Case Manager 2(FTE_)	(\$50K/year/person Recruitment, Intake, Evaluation)	\$0		\$ -	\$ -
TL Program Director		\$65,000	\$65,000	\$ 66,950	\$ 68,000
TL Educational Director	(60k)	\$0	\$0	\$ -	\$ -
BSS- Director	Membership, Leasing, Programming - SEND Staff (65k)	\$65,000	\$65,000	\$ 66,950	\$ 68,000
BSS- Mentorship Coaching	Mentorship Programming (60k)	\$0		\$ -	\$ -
<i>Total Personnel</i>		\$245,000	\$245,000	\$ 252,350	\$ 259,000
<i>Consultants</i>					
Instructors (TL)	\$40/class hour *10 hour/week X 3.5 people	\$70,000	\$70,000	\$ 72,100	\$ 74,000
Instructors (BS)	Focus on volunteer programming and partnerships with programs in place, coordinated by BSS Director			\$ -	\$ -
Instructors (Job Training)	Staff Share with Partners w/ funds to execute job training: SECS, Edna Martin, Boner Center, Flanner House, LaPlaza, etc.			\$ -	\$ -
MicroCredentiaing	Badge Creation		\$15,000	\$ 15,450	\$ 15,500
<i>Total Consultants</i>		\$70,000	\$85,000	\$ 87,550	\$ 90,000
<i>Equipment Purchase</i>					
Microcredentiaing software (Credly)	500 badges \$2500/year	\$2,500	\$2,500	\$ 2,575	\$ 2,600
Customer Management Software (pike 13, proclas)		\$5,000	\$5,000	\$ 5,150	\$ 5,200
<i>Total Equipment</i>		\$7,500	\$7,500	\$ 7,725	\$ 7,800
<i>Supplies</i>					
Equip.Parts & Maintenance		\$4,000	\$10,000	\$ 10,300	\$ 10,500
Printing		\$500	\$1,000	\$ 1,030	\$ 1,050
Supplies for Classes	Approx \$10/person (approx 240ppl)	\$2,400	\$2,400	\$ 2,472	\$ 2,500
Event Supplies (tables, tents, materials)		\$5,000	\$5,000	\$ 5,150	\$ 5,200
<i>Total Supplies</i>		\$11,900	\$18,400	\$ 18,952	\$ 19,500
<i>Fringe Benefits</i>					
Payroll, Benefits (15%)		\$36,750	\$36,750	\$ 37,853	\$ 38,500
<i>Total Fringe Benefits</i>		\$36,750	\$36,750	\$ 37,853	\$ 38,500
<i>Rent & Utililies</i>					
Credit Card Fee for Classes/Events	3%	\$2,007	\$3,942	\$4,022	\$4,100
Website & Advertising Budget		\$1,000	\$1,000	\$ 1,030	\$ 1,050
Utilities	.40/sf (Electricity, Water, Gas, Wifi)\$25,00-\$30k/yr	\$6,700	\$6,700	\$ 6,901	\$ 7,000
Insurance (Property & Liability + Umbrella)	.75/sf + 25%	\$12,563	\$12,563	\$ 12,939	\$ 13,000
Taxes	None - non-profit owner			\$ -	\$ -
Security*	.95.sqft	\$15,913	\$15,913	\$16,390	\$16,500
Property Management Fee	6% of Rent and Membership	\$7,290	\$14,580	\$14,872	\$15,000
Badging System		\$3,000	\$3,000	\$3,090	\$3,100
<i>Total Rent & Utilities</i>		\$46,465	\$53,755	\$55,368	\$57,000
<i>Total Expenses</i>		\$417,615	\$446,405	\$459,797	\$473,000
Net Operating Income		(\$119,415)	\$149,995	\$148,531	\$146,500

,959	\$ 71,027	\$ 73,158	\$ 75,353	\$ 77,613	\$ 79,942	\$ 82,340	\$ 84,810	\$ 87,355	\$ 89,975	\$ 92,674	\$ 95,455	
,045	\$ 54,636	\$ 56,275	\$ 57,964	\$ 59,703	\$ 61,494	\$ 63,339	\$ 65,239	\$ 67,196	\$ 69,212	\$ 71,288	\$ 73,427	
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
,959	\$ 71,027	\$ 73,158	\$ 75,353	\$ 77,613	\$ 79,942	\$ 82,340	\$ 84,810	\$ 87,355	\$ 89,975	\$ 92,674	\$ 95,455	
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
,959	\$ 71,027	\$ 73,158	\$ 75,353	\$ 77,613	\$ 79,942	\$ 82,340	\$ 84,810	\$ 87,355	\$ 89,975	\$ 92,674	\$ 95,455	
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
,921	\$ 267,718	\$ 275,750	\$ 284,022	\$ 292,543	\$ 301,319	\$ 310,359	\$ 319,669	\$ 329,260	\$ 339,137	\$ 349,311	\$ 359,791	
,263	\$ 76,491	\$ 78,786	\$ 81,149	\$ 83,584	\$ 86,091	\$ 88,674	\$ 91,334	\$ 94,074	\$ 96,896	\$ 99,803	\$ 102,797	
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
,914	\$ 16,391	\$ 16,883	\$ 17,389	\$ 17,911	\$ 18,448	\$ 19,002	\$ 19,572	\$ 20,159	\$ 20,764	\$ 21,386	\$ 22,028	
,177	\$ 92,882	\$ 95,668	\$ 98,538	\$ 101,494	\$ 104,539	\$ 107,675	\$ 110,906	\$ 114,233	\$ 117,660	\$ 121,190	\$ 124,825	
,652	\$ 2,732	\$ 2,814	\$ 2,898	\$ 2,985	\$ 3,075	\$ 3,167	\$ 3,262	\$ 3,360	\$ 3,461	\$ 3,564	\$ 3,671	
,305	\$ 5,464	\$ 5,628	\$ 5,796	\$ 5,970	\$ 6,149	\$ 6,334	\$ 6,524	\$ 6,720	\$ 6,921	\$ 7,129	\$ 7,343	
,957	\$ 8,195	\$ 8,441	\$ 8,695	\$ 8,955	\$ 9,224	\$ 9,501	\$ 9,786	\$ 10,079	\$ 10,382	\$ 10,693	\$ 11,014	
,609	\$ 10,927	\$ 11,255	\$ 11,593	\$ 11,941	\$ 12,299	\$ 12,668	\$ 13,048	\$ 13,439	\$ 13,842	\$ 14,258	\$ 14,685	
,061	\$ 1,093	\$ 1,126	\$ 1,159	\$ 1,194	\$ 1,230	\$ 1,267	\$ 1,305	\$ 1,344	\$ 1,384	\$ 1,426	\$ 1,469	
,546	\$ 2,623	\$ 2,701	\$ 2,782	\$ 2,866	\$ 2,952	\$ 3,040	\$ 3,131	\$ 3,225	\$ 3,322	\$ 3,422	\$ 3,524	
,305	\$ 5,464	\$ 5,628	\$ 5,796	\$ 5,970	\$ 6,149	\$ 6,334	\$ 6,524	\$ 6,720	\$ 6,921	\$ 7,129	\$ 7,343	
,521	\$ 20,106	\$ 20,709	\$ 21,331	\$ 21,971	\$ 22,630	\$ 23,309	\$ 24,008	\$ 24,728	\$ 25,470	\$ 26,234	\$ 27,021	
,988	\$ 40,158	\$ 41,362	\$ 42,603	\$ 43,881	\$ 45,198	\$ 46,554	\$ 47,950	\$ 49,389	\$ 50,871	\$ 52,397	\$ 53,969	
,988	\$ 40,158	\$ 41,362	\$ 42,603	\$ 43,881	\$ 45,198	\$ 46,554	\$ 47,950	\$ 49,389	\$ 50,871	\$ 52,397	\$ 53,969	
,103	\$ 4,186	\$ 4,270	\$ 4,356	\$ 4,444	\$ 4,534	\$ 4,626	\$ 4,719	\$ 4,814	\$ 4,912	\$ 5,011	\$ 5,112	
,061	\$ 1,093	\$ 1,126	\$ 1,159	\$ 1,194	\$ 1,230	\$ 1,267	\$ 1,305	\$ 1,344	\$ 1,384	\$ 1,426	\$ 1,469	
,108	\$ 7,321	\$ 7,541	\$ 7,767	\$ 8,000	\$ 8,240	\$ 8,487	\$ 8,742	\$ 9,004	\$ 9,274	\$ 9,553	\$ 9,839	
,328	\$ 13,727	\$ 14,139	\$ 14,563	\$ 15,000	\$ 15,450	\$ 15,914	\$ 16,391	\$ 16,883	\$ 17,389	\$ 17,911	\$ 18,448	
-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
,882	\$ 17,388	\$ 17,910	\$ 18,447	\$ 19,000	\$ 19,570	\$ 20,157	\$ 20,762	\$ 21,385	\$ 22,027	\$ 22,687	\$ 23,368	
,516	\$ 15,472	\$ 15,782	\$ 16,097	\$ 16,419	\$ 16,748	\$ 17,083	\$ 17,424	\$ 17,773	\$ 18,128	\$ 18,491	\$ 18,861	
,183	\$ 3,278	\$ 3,377	\$ 3,478	\$ 3,582	\$ 3,690	\$ 3,800	\$ 3,914	\$ 4,032	\$ 4,153	\$ 4,277	\$ 4,406	
,029	\$ 58,740	\$ 60,502	\$ 62,317	\$ 64,186	\$ 66,112	\$ 68,095	\$ 70,138	\$ 72,242	\$ 74,409	\$ 76,642	\$ 78,941	
,591	\$ 487,799	\$ 502,433	\$ 517,506	\$ 533,031	\$ 549,022	\$ 565,492	\$ 582,457	\$ 599,931	\$ 617,929	\$ 636,467	\$ 655,561	
,003	\$ 145,106	\$ 143,130	\$ 140,968	\$ 138,612	\$ 136,054	\$ 133,285	\$ 130,296	\$ 127,077	\$ 123,620	\$ 119,913	\$ 115,946	

Debt Service Calculation

Debt Coverage Ratio	1.2
Term	7 years
Rate	6%
Cap Rate	0.09
LTV Ratio	0.75
Market value (income approach)	\$1,480,946.18
Debt Service (based on year 7 NOI)	\$117,473
Max Loan Amount based on DCR	\$669,746
Max Loan Amount based on LTV	\$1,110,710

Sources

Debt	669,746
CDBG (LIFT Indy)	500,000
NMTC	1,453,238
EDA	1,912,204
In-Kind Equipment Donation	1,000,000
Total	\$5,535,188

Uses

Acquisition	800,000
Construction	1,926,250
Soft Costs	1,000,000
Dev Fee	558,938
Equipment	1,000,000
Working Capital	250,000
Total	\$5,535,188

NMTC Calculation		
QEI		\$3,726,250
QLICI - 39% of QEI		\$1,453,238

Core Incubator/Accelerator Functions:

- (1) Assign in RFPs (i.e., for operator, developer partner(s), program partners);
- (2) Assign in MOUs (i.e., with program partners, tenants); and/or
- (3) Deliver in-house (i.e., SEND deliver directly).

REF	FUNCTION, PROGRAM, AMENITY	Operator	Developer	Program Partner	Tenant	SEND
1	Partners with City to secure initial funding					
2	Leads capital stack development					
3	Applies for EDA, philanthropic support					
4	Leads strategic vision, partnership development					
5	Leads incubator/accelerator oversight, governance					
6	Oversees build-out/construction					
7	Provides minimum build-out					
8	Maintains building					
9	Provides leasing/brokerage services					
A	Markets, brands the space					
B	Implements tenant graduation policy					
10	Develops programming for tenants					
11	Delivers business services for tenants					
A	Marketing, communications					
B	Talent services					
C	Operational services (e.g., accounting, HR)					
D	Business advising (e.g., legal, legacy planning)					
E	Others					
12	Participates in business incubation/acceleration					
A	Entrepreneurship education					
B	Mentoring, coaching, TA					
C	Access to capital					
D	Cross-sector networking					
E	Other functions					
13	Coordinates and/or markets program partners					
A	Education, training					
B	Employers					
C	Supportive services, 2-gen					
D	CJC-related					
E	Child care					
F	Transportation					
G	Health care					
H	Banking					
I	Others					
14	Delivers on-site programs/services					
15	Cultivates community engagement with space					
16	Manages capital stack					
17	Maintains relations with lenders					
18	Reports to equity partners					
19	Coordinates refinancing					
20	Reports impact data to funders					
21						
22						

Southeast Neighborhood Development

**Request for Proposals (RFP)
2024**

Twin Aire Skilled Trades Innovation Hub Operator

Twin Aire Skilled Trades Innovation Hub Request for Proposals for Operator

A. PURPOSE

SEND, in partnership with the City of Indianapolis, is seeking proposals from incubator and accelerator operators that are interested in managing and programming the Twin Aire Skilled Trades Innovation Hub. The Hub will provide workforce training programs, an on-site skilled trades lab (makerspace), and business support services.

SEND is preparing two generations of neighbors for high quality occupations and small business success to support and diversify Indianapolis' skilled trades ecosystem. The Twin Aire Skilled Trades Innovation Hub will coordinate job training and upskilling, experiential learning, small business start-up and growth, high quality job opportunities, and supportive services for historically under-invested individuals in southeast and near east Indianapolis, including returning citizens transitioning from the Community Justice Campus. Skilled trades jobs that are in high demand in construction, infrastructure, and industrial sectors have career ladders that allow individuals to further their technical skills and earn family stabilizing wages that build individual and community wealth.

The Twin Aire Innovation Hub is scheduled to open in the Fall of 2024. **Proposals are due to SEND on [DATE]**. All appropriate operators will be considered and evaluated by a panel of [SEND Board Members]. The strongest proposals will be scheduled for an in-person interview; the final candidate will be selected as the operator.

B. INNOVATION HUB PROGRAM FEATURES

The Twin Aire Innovation Hub will serve as a business support center and workforce development center targeted at the skilled trades. With a priority focus on serving XBE firms, the Innovation Hub will curate programs that enable firms to scale locally. Further, the Innovation Hub will have an on-site makerspace or training lab that will provide skilled trades training programs to residents. Partnering with other program providers, the Innovation Hub will offer affordable and accessible programming focused on small business support, workforce development, and upskilling.

The operator, in partnership with the program partners, will provide the following types of programming at the Innovation Hub:

- a. Job Training, Micro-Credentialing, Certifications, Apprenticeship Programs:** Job training programs will be identified by employer partners and organizations interested in utilizing the space for job training programs focused on the skilled trades.
- b. Training Lab/Makerspace:** The training lab/makerspace will provide access to rapid prototyping, woodworking, and electronic equipment. Community classes to teach how to safely operate equipment will be available to members. Job training programs may also use the space for hands-on learning. Members will have access to equipment during community hours.
- c. Business Support Program:** Meetings with successful entrepreneurs and industry experts will address topics of interest to all entrepreneurs and may include diversifying supply chains, marketing, pitching to inventors, and business budgeting. Mentorship relationships will be initiated with industry experts to provide additional guidance and support to incubator clients.
- d. Community Space:** Local organization and community members will have access to Innovation Hub spaces for meetings, events, and gatherings.

The primary objectives of the qualified respondent will include the following:

- Establish, launch, and operate the Innovation Hub;
- Develop a marketing and recruitment plan for partners (non-profit, employer), start-ups, community members;
- Curate programming that would include but is not limited to: workforce development; entrepreneurship; small business development; and skilled trades;
- Develop quantifiable metrics to gauge the Innovation Hub's success;
- Emphasize recruitment of companies supporting Indianapolis and the region;
- Market the accelerator as a way to promote the Central Indiana region.

C. SUBMISSION REQUIREMENTS

Eligible respondents may include individuals, private companies, venture capital firms, accelerator program operators, nonprofit organizations, industry groups, academic or research institutions, co-working spaces, etc. Respondents may be comprised of one or more individuals or entities; if so, respondents must identify a primary entity and formal program partners.

SEND encourages partnerships with local entities, in order to ensure full program capacity and expertise and to serve the needs of the Indianapolis region. The ideal respondent will have a wide network of professionals in the skilled trades industry who can serve as job training, mentorship, and/or employer partners.

SEND is open to creatively-designed proposals; however, a complete and detailed proposal (see sections A-F below) will include the following in some capacity:

(A) Title Page and Cover Letter

(1) Title Page

Please include the RFP name and respondent company/name and contact information on the title page.

(2) Cover Letter

Briefly summarize your accelerator program and your team. What is unique about your team and proposed approach? Why should SEND be interested in your team over others in the market?

(B) Qualifications, Experience, and Past Performance

(1) Primary Entity and Program Partner Information

- a. Entity Name(s) – primary entity and program partners;
- b. Contact information for primary entity including: name, title, address, phone number, email address;
- c. Type of entity, year founded, and business registration (if applicable);
- d. List of owners, partners, or members of primary entity;
- e. Summary of the respondent's organizational history and background; and
- f. Evidence of adequate financial capacity

(2) Key Personnel

- a. Identify all key personnel for this project, including their roles on the project and qualifications (both primary entity and program partners);
- b. Indicate a Managing Director who will be the main point of contact and liaison with SEND; and,
- c. Attach resumes for all key personnel describing education and relevant experience on similar projects (both primary entity and program partners).

(3) Relevant Experience

Provide your experience in managing and/or implementing an innovation hub program. Provide one (1) example of a multi-year accelerator, incubator, or ecosystem-building program, or two (2) examples of relevant projects completed within the last three (3) years that demonstrate your experience as related to an accelerator, incubator, or ecosystem-building program. For each example, include the following information:

- a. Name and location of the project or program;
- b. Ownership, financing/equity sources;
- c. Launch date;
- d. Current status of the program;
- e. Physical space used for the program, e.g. square footage, amenities, etc.;
- f. Description of team members involved (indicate roles);
- g. Project metrics for success (e.g., number of participating employers, number of jobs created, number of entrepreneurs supported, etc.).

(4) References

Include a total of three (3) references for the projects listed in section 3. Relevant Experience. Each reference should include: full name; title; organization; phone number; and email.

(5) Partnerships

Describe demonstrated connections to or planned partnerships with the following organizations, programs, partners. If a partnership does not exist, simply indicate by placing N/A:

- a. Business support or entrepreneur support organizations;
- b. Existing accelerator operators;
- c. Existing co-working spaces;
- d. Existing social service organizations;
- e. Local colleges and universities (e.g., University of Indianapolis, Ivy Tech, IUPUI, Butler University, etc.);
- f. Indianapolis and regional companies: describe any relationships with Indianapolis-based skilled trades companies, (e.g. Shiel Sexton, Wilhelm, etc.);
- g. Any other partnership not described that could support the development and/or implementation of your proposed accelerator program.

(C) Detailed Program Plan and Approach

The respondent shall provide, in full detail, the proposed program and approach for the Innovation Hub in each of the following categories:

(1) Targeted Participants

Provide a description of any specific sectors, verticals, or targeted populations (e.g., local residents/companies, women, veterans, entrepreneurs of color, etc.) that you envision the Innovation Hub will focus on, with clear reasoning for this decision. Operators with a focus and strong reasoning behind selecting this focus will be given preference, though generalists may apply.

(2) Recruitment Process

Provide a detailed approach to the Innovation Hub's recruitment process and outreach strategies you will employ to identify and secure partners, trainees, employers, and community members.

(3) Proposed Curriculum Modules and/or Services

Provide a detailed description of the proposed curriculum modules and/or services to be offered to residents (e.g. makerspace programs, business design challenges, workshops, etc.). Please describe who will deliver this curriculum as well as how you will directly support at least 60 trainees and entrepreneurs per year and support partner programs when implementing this curriculum.

(4) Efforts to Advance the XBE Firms

Describe how the proposed program will advance XBE firms and create clear connections between small business and the larger construction and industrial skilled trades industries.

(5) Quantifiable Metrics

Provide a detailed description of the quantifiable metrics the Innovation Hub will track and the evaluation process you will utilize, once the Innovation Hub is operating. Sample metrics include but are not limited to: number of cohort participants; number of applicants; follow-up on funding raised/capital secured by program graduates; jobs created; investment in client companies; sponsorship dollars generated; etc.

(D) Timeline

Include a detailed timeline covering three (3) years that outlines each task and subtask, curriculum modules, and/or service provided, with expected milestones noted. Describe the "ramp-up" period after the contract is awarded, including timeline and associated activities before the first cohort is launched. If you plan to run multiple cohorts per year, please include the time and activities between each cohort. Respondents can utilize an estimated start date of June 2024.

(F) Budget

Provide a line-item budget outlining the costs for the Innovation Hub for the first year, including direct labor, rent, travel, supplies, and other applicable categories. The budget should also clearly document the following: membership/tenant leases; in-kind contributions; any participation fees; etc. If your program plan includes fees for participation, please include this in the budget, and describe the costs and benefits to participating companies.

The budget should also describe the overall rationale behind financing for the Innovation Hub and why this strategy is most advantageous to SEND. The selected awardee will also demonstrate the ability to secure funding for successful programming beyond three (3) years.

D. AVAILABLE FUNDING AND SERVICES

SEND will enter into a three-year agreement with the selected respondent for an amount not to exceed [\$333,333.333] per year. SEND may provide property at no cost.

E. EVALUATION CRITERIA

Evaluation of the proposals will be based upon the following:

Proposed Plan and Approach (30%)

Level of detail and viability in the proposed plan and approach:

- Curriculum module and/or service (5%)
- Targeted participants (5%)
- Recruitment process (5%)
- Efforts to advance XBE Firms (5%)
- Quantifiable metrics (5%)
- Marketing and branding (5%)

Relevant Qualifications and Experience (30%)

- Experience in developing, implementing, and operating an accelerator, incubator, or ecosystem-building program (10%)
- Qualification and experience of key personnel, including past experience and relationship between the primary entity and program partner(s), if applicable (10%)
- Connection to or planned partnerships (5%)
- References (5%)

Financial Capacity (20%)

- Detailed line-item budget (10%)
- Proof of leverage funding (5%)
- Demonstrates financial stability, readiness to proceed, and ability to meet SEND's general terms and conditions including contract terms (5%)

Commitment to the Twin Aire (20%)

- Explanation of benefits for locating within Twin Aire (10%)
- Demonstrated commitment and plan to engage the Twin Aire community in all aspects of programming (10%)

F. EVALUATION AND SELECTION PROCESS

SEND may schedule interviews and/or presentations with short-listed respondents. Based on the outcome of SEND's evaluation of proposals, a recommendation may be submitted to SEND's Board of Directors for consideration of the award. An award of contract occurs when the contract is approved for execution by SEND's Board.

SEND's anticipated schedule for the selection of the most qualified operator is as follows:

January 15, 2024	Issuance of Request for Proposals
February 6, 2024	Pre-bid conference (attendance strongly encouraged)
February 12, 2024	Written questions due
February 19, 2024	Response to written questions issued
March 11, 2024	Deadline for submitting RFP
Late March, 2024	SEND staff reviews RFPs
April, 2024	Final selection of operator

G. SUBMISSION DEADLINE AND REQUIREMENTS

Respondents must e-mail an electronic copy of the proposal to [PUT E-MAIL HERE].

Full proposals must be received by no later than March 11, 2024 by 5:00 pm. Late submissions will not be accepted. Please ensure your proposal is received, by requesting a read-receipt e-mail and/or confirmation.

Operations: TWIN AIRE SKILLED TRADES INNOVATION HUB

I. Identification of incubator/acceleration operator

Southeast Neighborhood Development (SEND) will choose an operator for the Twin Aire Skilled Trades Innovation Hub through a Request for Proposals (RFP) process. Using a “core functions” table included as Appendix E in the report package of which this operations plan is a part, SEND will identify which functions it desires to take on, which ones it desires to contract out, and which ones for which program and other partners can be secured. SEND will sub-lease spaces in the Innovation Hub to tenant partners who are responsible for build-out, equipment, programming, and maintenance of their space. Tenant partners will include: skilled trade job training programs (e.g., Latinas Welding Guild, Jane Addams Resource Center); business support organizations (e.g., Edna Martin Christian Center, Indy Chamber’s Business Ownership Initiative); wraparound service providers (e.g., Southeast Community Services, John Boner Neighborhood Centers); and firms of varying sizes and capacities. In cases where there is not an existing partner to execute programming, SEND may invest in programming. The makerspace/training lab envisioned for the Innovation Hub is one example where an external partner would be ideal for running the lab and bringing their technical experience and equipment-knowledge to develop community classes and micro-credentialing programs. If a lab partner cannot be identified, SEND may choose to run this program in-house. It is not expected that SEND be responsible for programming of the space beyond sub-leasing to third parties who bring distinct skilled trades programming to the facility.

The U.S. Economic Development Administration (EDA) considers an incubator and/or accelerator to be an entity that supports the development of start-ups from idea to commercialization. Incubator/Accelerator concepts EDA envisions provide cohort-based programming, access to venture capital and seed funding, and an established network of mentors and coaches to support founders along their journey. The SEND Skilled Trades Innovation Hub is not an incubator or accelerator by EDA’s definition, as it does not intend to incubate small businesses and provide capital access. However, partner organizations who are tenants in the Innovation Hub may, themselves, qualify under EDA’s definition; and, if desired, SEND could position the Innovation Hub to offer this type of incubation/acceleration programming. However, as the space is currently conceptualized, the Innovation Hub does not meet EDA’s criteria for an accelerator or an incubator. Please note, this does not disqualify SEND from applying for EDA funding. This project fits within EDAs priorities around equity, manufacturing, recovery and resilience, and workforce development.

2. Management plan

a. Tenant selection policy

To be selected as a tenant for the Skilled Trades Innovation Hub, organizations must:

- Offer one of the following to be fit for the space: skilled trades job training; culturally-relevant business support, including prototyping capabilities; wraparound services; and career readiness or pathway exploration;
- Submit a business plan benchmarking, planned financial performance, job growth and expansion goals, and the capital plan for funding;
- Have a realistic business and marketing plan reflecting the potential to grow the business and add jobs;
- Agree to respond to surveys tracking plan achievement and new hires;
- Demonstrate the potential for job creation at wages higher than the city average;

- Bring adequate financial resources to remain in business for at least six (6) months, thorough evaluation of finances to ensure business is stable to pay rent and services, and adequate capitalization;
- Agree to meet with incubator staff at least every quarter to review past and future goals, so that staff can provide recommendations and assistance where possible to meet those goals;
- Plan to locate in the surrounding area and stay for at least five (5) years;
- Have no legal claims or lawsuits pending against them.

b. Tenant lease or license agreement

An example tenant lease agreement is provided in Appendix L.

c. Tenant/Client graduation policy

Tenant graduation will be determined in consultation with the tenant and Innovation Hub staff, prior to the start of incubation, based on a set of mutually-agreed-upon metrics.

d. Business assistance policies and services

The Twin Aire Skilled Trades Innovation Hub is designed to prepare two generations of residents for current and next-generation skilled trades occupations and entrepreneurship that supports and diversifies Central Indiana's skilled trades ecosystem and builds household income and wealth over time. The Innovation Hub will coordinate job training and upskilling, experiential learning, small business start-up and growth, high quality job opportunities, and supportive services for historically under-invested individuals in southeast and near east Indianapolis, including returning citizens transitioning from the Community Justice Campus. The Innovation Hub will provide a broad range of business assistance services to help participants succeed. These services range from basic business assistance to more specialized assistance targeted to specific participant needs. These services include, but are not limited to:

- Culturally-relevant business development workshops offered through partner organizations;
- Small business lending through traditional financial lending centers as well as CDFIs;
- Ideation consultations to assist start-ups in designing, choosing materials, and product development of their prototype;
- Access to workshops and events on topics such as design thinking, marketing your product, pitching to investors, etc.;
- Coaching and mentoring from successful entrepreneurs;
- Technical assistance on government and state certifications to provide procurement assistance;
- Peer-to-peer mentoring amongst clients to collaborate, network, and learn from each other;
- Webinars on local procurement and purchasing opportunities, cooperative purchasing, and industry trends;
- Periodic Pop-Ups to create buzz, utilize empty spaces;
- Helping entrepreneurs access more flexible capital across the continuum of capital to increase the strength and number of small businesses;
- Focusing neighborhood center partners' small business programs on loan readiness and financial health training and improving client referrals to partners who can support business growth;
- Cultivating a small business network, building toward an integrated ecosystem of enterprises providing services across the business life cycle;
- Strategically connecting XBE enterprises to cross-sector networks in the local small business ecosystem;

- Supporting entrepreneurs to explore diverse business structures to improve resilience;
- Improving job quality in small businesses, then connect a pipeline of talent to them.

SEND will organize delivery of these business supports, through its own capacity building and through partnerships with SECS, Edna Martin Christian Center, Indy Chamber, and potentially other regional resources to assist entrepreneurs.

e. Equipment needs

Equipment and build-out of space is funded and coordinated by tenants. In the case that SEND must operate a training lab/makerspace and no third-party organization is identified, the following may be utilized for the equipment list:

Digital Fabrication	Metal Working	Wood Working	Electronics
60W 18×24” Laser cutter/engraver	11×26” Manual Metal Lathe	Dewalt DWS-780 Sliding Compound Miter Saw	Soldering stations
80W 24×36” Laser cutter/engraver	30” Sheet Metal Brake/Shear/Roll	6” Jointer	100MHz 4 Channel Digital Oscilloscope
2 3D Printers	12×18” Granite Surface Plate	15” Grizzly Planer	3 100MHz 4 Channel Analog Oscilloscopes
High precision CNC router/mill	12×18” Granite Surface Plate	Hegner Multimax 25” Scroll Saw	Handheld digital multimeters
	12×18” Granite Surface Plate	14” Delta Band Saw	HP 8594E Spectrum Analyzer
	12×18” Granite Surface Plate	Floor Standing Drill Press	HP 5328A Frequency Counter
		3HP CNC Router 27×48” capacity	
		14” variable speed wood lathe	
		Oneida Cyclone Dust Collection System	

f. Staffing plan

The facility will require four full-time employees who will support the operations, recruitment, and sustainability of the Innovation Hub. Those positions include:

- Executive Director responsible for development, overseeing leases, and managing program partnerships;
- Employer Relations Director responsible for employer retention and development to support candidates who have successfully completed the job training programs and are looking for employment;
- Training Lab Program Director to support the purchase, maintenance, education, and safety of equipment in the space. This position may be completed through a third-party tenant offering equipment, prototyping, fabrication, and education programs at the space. (See an RFP for a Makerspace-Training Lab Director, below);
- Business Support Service Director responsible for membership, leasing, programming. This position may be filled by SEND staff.

Additional consultants may be hired to instruct job training programs, tools and equipment training, and community outreach events. Examples of additional consultants may include those with expertise in emerging technologies, automation, internet of things (IOT), business specialties, supply chains, business development for XBE firms.

g. Performance and governance plan

Performance and governance planning are articulated in the RFP template for an operator (Appendix F). High quality entities that can be engaged and organized by SEND and a chosen operator to perform services in the Innovation Hub:

- i. Nonprofit training/business partners [These organizations may also be tenants in the space]:
 - Latinas Welding Guild
 - Jane Addams Resource Center (JARC)
 - Indiana Construction Roundtable Foundation (ICRF)
 - La Plaza
 - John Boner Neighborhood Centers
 - Edna Martin Christian Center
 - RecycleForce
 - EmployIndy [Locate a satellite or specialized WorkOne on site?]
 - Ivy Tech Community College
 - Indiana - Kentucky Carpenters Union
 - Butler University
 - Invent Learning Hub
 - Excel Center
 - Arsenal Tech High School

- ii. Nonprofit supportive service/resource partners:
 - LISC
 - CDFI Collaborative
 - Indy Chamber
 - Hispanic Business Council
 - Indy Black Chamber
 - Mayor's Office of Minority and Women Owned Business Development

- iii. For profit partners [These are anchor partners, sponsors]:
 - Shiel Sexton
 - Wilhelm
 - Shrewsberry
 - Browning
 - DLZ
 - Hunt
 - Smoot
 - Henedy Robotics [Interested in having equipment accessible for business use]
 - Grainger [Provides sponsorships for maker/inventor spaces]
 - Stanley Tools [Provide free tools to maker/inventor spaces]
 - Citizens Energy
 - AES
 - Bank of America [Funding/sponsorship for workforce development initiatives]

Request for Proposals: MAKERSPACE-TRAINING LAB DIRECTOR

Job Summary

Will lead, schedule, monitor, and supervise the daily operations of the Twin Aire Skilled Trades makerspace-training lab. Develop and manage laboratory processes, activities and use of labs including service, maintenance, and support of technologies. May deliver short training and/or orientations on the use of equipment for users of the space. In addition to machine programming and operation, a primary focus of the position will be ensuring safety within the labs and the development and administration of teaching and training resources.

Essential Functions

- Recruit, hire, and supervise lab technicians, instructors, and staff.
- Manage training, programming, and coordinating the work of the lab technicians; including but not limited to work schedules, lab assignments and maintenance of lab equipment.
- Conduct risk management assessments to proactively evaluate the physical environment of the labs on a regular basis; and develop systems and processes to ensure successful operations of the lab.
- Supervise day-to-day operations of the labs, equipment, and technologies; to include assisting community members, trainees, and staff with various projects.
- Oversee the annual budget and authorize expenditures based on funds available; ensure adequate earned income through memberships, classes, programs, and events.
- Develop partnerships to support community, k-12, workforce development, and innovation based programming.
- Develop and implement a fundraising strategy to bring additional revenue to the Lab.
- With or without accommodation, the employee in this position needs to move about and position him/herself to access files and operate a variety of prototyping machines including laser cutting systems, 3D printers, CNC routers, plasma cutters, vinyl cutters, plastics forming systems, and other power equipment. This position requires work in a unique product development and prototyping laboratory and routinely exposes one to manufacturing and other technical environments. This may require lifting and positioning raw materials and/or products, loading materials into machines, fabricating working models of product ideas, and may occasionally involve work out of door.
- Performs other duties, tasks and assignments as required.

QualificationsEducation and Experience

- Three years' experience setting up, operating, and maintaining tools and equipment in a studio, makerspace, or shop environment required.
- Three years directing or in a leadership position at a nonprofit organization.
- Experience implementing and supporting policies and procedures on the safe use of tools and equipment in a studio, makerspace or shop environment preferred

Special Skills

- MS Office programs
- Design and production software
- Light machining/manufacturing
- Woodworking and/or metalworking

Tour of Skilled Trades/ Manufacturing Hubs, Makerspaces, Hardtech Accelerators, and K-12 Manufacturing Education

Industrial skilled trades remain a strong pathway to family stabilizing wages. While much of the country's manufacturing has been offshored, small batch manufacturing is alive and growing in cities across our nation. Small batch manufacturing allows for more oversight of the production process, the ability to make customized products to fit the immediate needs of customers, and is less financially burdensome as producers no longer need to invest in large machinery and equipment. Across the county, communities are investing in their small batch manufacturers as a place-based economic development strategy. This document provides a brief overview of manufacturing spaces that include affordable space, job training, business development, and R&D.

Manufacturing Hubs

Manufacturing hubs provide holistic services to support the manufacturing pipeline. In addition to offering multi-tenant studios, these hubs bring in private and public partnerships to support job training and workforce development, small business accelerators, and access to capital.

East End MakerHub co-located with TXRX Labs MakerSpace (Houston, TX)



The [East End MakerHub](#) is a 300,000 SF multi-tenant manufacturing facility established by non-profit real estate development, Urban Partnership Community Development Corporation (UpCDC). Approximately 60,000 SF of the MakerHub is the permanent home for TXRX Labs, a nonprofit makerspace offering job training, apprenticeships, community classes, fabrication and innovation. The MakerHub was funded through US HUD Section 108 and CDBG, US EDA, and New Market Tax Credits.

Additional Resources:

- [Small Business Support](#) (page 27)
- [The Diverse Needs of Small Batch Manufacturers](#)

7800 Susquehanna co-located job training programs the TIP and PittMac (Pittsburg, PA)



[7800 Susquehanna](#) is a 150,000 multi-tenant manufacturing facility featuring small batch manufacturers, nonprofits, makers and crafters. Bridgeway Capital, CDFI, invested \$13M with additional funding from local foundations and NMTC. Located within 7800 Susquehanna are two job training programs: [PittMac](#), providing manufacturing job training and [Trade Institute of Pittsburgh](#). Additionally, Bridgeway Capital launched an [Entrepreneurship HUB](#) and a [Craft Business Accelerator](#) to support local artisans in scaling production and reinvesting in the local economy.

7800 Susquehannah continued...

Additional Resources:

- [Small Business Support](#) (Page 29)
- [Craft Business Accelerator: Where Community Minded Developers Meet Local Makers](#)

SF Made (San Francisco, CA)



[SFMade](#) is a 501(c)(3) nonprofit organization that supports local manufacturers who create jobs and career pathways for local residents who have overcome barriers to employment for a more vibrant, equitable, and resilient economy. Founded in 2010, SFMade has emerged as a full-service hub that connects low-income job seekers to employment and training opportunities; provides local manufacturers with educational resources and customized, one-on-one services; and arms policymakers with strategies and intelligence to create the conditions for home-grown manufacturers and their employees to thrive.

Additional Resources:

- [Manufacturing Booming in New Ways During High Tech Era](#)
- [State of Manufacturing in San Francisco 2016](#)

Industrial Sewing & Innovation Center (Detroit, Michigan)



[ISAIC](#) is a Detroit-based 501c3 nonprofit, ISAIC is a national resource for those committed to positive impact through responsible production of high-quality garments and provides solutions centered around people, education, advanced manufacturing and upward mobility for workers. ISAIC's proprietary training curriculum is being used in multiple states across the country. Its learning and contract manufacturing factory is located in midtown Detroit, above Carhartt's flagship store. ISAIC facility was made possible through Carhartt as well as other philanthropic funders. ISAIC developed the first industrial sewing Department of Labor Apprenticeship program and utilizes WIOA funds to provide training to LMI residents and youth.

Additional Resources:

- [Carhartt, ISAIC to promote apparel industry in Detroit](#)

Multi-Tenant Manufacturing/Craft Spaces

Multi-tenant manufacturing spaces provide a vanilla box for tenants to build out. These spaces do not offer job training and business support. Networking between tenants happens organically.

Greenspoint Manufacturing & Design (Brooklyn, New York)



The [Greenpoint Manufacturing and Design Center](#) (GMDC) is a nonprofit industrial developer in New York City. GMDC has built a model where hard-working, local New York businesses can find security with long-term leases and affordable rents. The small businesses that occupy GMDC's buildings keep the city's manufacturing sector active and lucrative, providing over 700 quality jobs to a diverse group of local New York residents. The 2019 average annual salary of \$50,704, compared to the \$30,290 in the retail sector and \$27,770 in food prep and service, provides GMDC employees with a pathway to the middle class. GMDC secured capital for its first building through public and private investments.

Additional Resources:

- [All About the Jobs](#) (page 46)

Equinox Studios (Seattle, Washington)



Equinox Studios is 100% tenant owned and owned by 100% of the tenants, whereby each artist, just by paying their rent, gains stock in the corporation that owns the Complex. With annual dividends and long-term capital gains at reasonable market returns, Equinox and all the Tenants will gain equity and thrive in a long term sustainable, affordable arts community; and by the volume of real estate owned will be able to withstand market driven pressures that have crippled so many arts communities in the past.

Additional Resources:

- [All About the Jobs](#) (page 53)

Hard Tech Accelerators/Incubators

Hard tech accelerators and incubators are focused on scaling high-growth, high-tech start-ups. Many hard tech accelerators include on-site manufacturing equipment on-site for prototyping, access to successful hard tech entrepreneurs, business support workshops, and introduction to venture funders.

Greentown Labs (Boston, Massachusetts and Houston, Texas)



In 2011, four Boston-based start-ups decided to share a small warehouse to incubate their clean-tech companies. Quickly more clean-tech companies joined bringing equipment and resources and the facility grew. [Greentown Labs](#) now offers prototyping and wet lab space, shared office space, a machine shop, an electronics lab, and a curated suite of programs and resources with capacity to house more than 100 climatetech startups. Greentown Labs' Boston location has partnerships with Massachusetts Institute of Technology (MIT) and the [Artisan's Asylum](#). MIT provides the launch point for clean-tech ideas. Once proven, these concepts can be built into start-ups at Greentown Labs.

Artisan's Asylum is a leading makerspace that is located near Greentown Labs and provides design and production to Greentown members.

Additional Resources:

- [Greentown Labs Guides Houston to a Cleaner Future](#)

NewLab (Brooklyn Naval Yard, NYC)



NewLab in the Brooklyn Navy Yard provides 84,000 ft² of workspace and prototyping facilities in a former shipbuilding factory with amenities including: flexible workspaces, bookable conference rooms, an in-house cafe, on-site IT support, mail service, lockers, bike parking, and a proprietary member OS.

Additional Resources:

- [How an Old Ship Yard Became Home for Hardware Start-ups](#)

K-12 Programs Focused on Maker/Manufacturing Education

Developing a pipeline of skilled talent to meet the future needs of manufacturing requires that we are educating and training our students today. Below are a few examples of the k-12 STEM-based programs.

Work Texas: Vocational Tech co-located in Gallery Furniture store (Houston, Texas)



[Work Texas](#) is a high school credit recovery and early graduation and adult trade school offering hands-on certifications in welding, electrical, carpentry/home building, and auto and diesel technician. Work Texas is conveniently located in a furniture store that builds strong partnerships with local employers, residents, and businesses.

Brooklyn STEAM Center (Brooklyn, NYC)



The [Brooklyn STEAM Center](#) is an innovative career and technical training hub for 11th and 12th grade students, immersed within a robust industry environment, which prepares a pipeline of talented young adults who will thrive in the rapidly evolving manufacturing, technology, and creative fields. At STEAM, students engage in high quality professional work, develop robust and real industry networks, and explore tangible pathways to economic opportunity, all within the industry ecosystem at the Brooklyn Navy Yard - a 300 acre industrial park that houses over 400 businesses in cutting-edge industries.

PROGRAM DIMENSIONS TABLE

Twin Aire Skilled Trades Innovation Hub

Overview:

The following are various focal points for Innovation Hub programming that can be detailed, prioritized, elaborated, deleted over time.

Incubation & Acceleration

- Small business development
- Mentorship
- Capital access
- Entrepreneurship education

Workforce Training & Education

- Micro-credentialing
- Apprenticeships
- Employer-led training
- Partnerships through trade/community colleges

Affordable Space

- Short-term/long-term lease space
- Flexible spaces for businesses to scale
- Affordable rates
- Community spaces

Community Learning Networks

- Career and industry pathways
- 2-generation programming
- CJC partnerships
- Networking between community, tenants, industry partners

Business Services

- Marketing
- Communications
- Human resources
- Operating procedures

Other Services

- Business advising
- Legal
- Retail amenities

Entity	Individual	Role - Expertise
Urban Manufacturing Alliance	Katy Stanton	UMA is a national nonprofit that focuses on manufacturing and incubation around the country. UMA can be helpful in accessing a national network of entities and persons who can support, coach, and mentor SEND.
Purdue Manufacturing Extension Partnership	David Snow	Purdue MEP provides consulting and training services to support Indiana manufacturing firms to grow, improve their talent, and increase profitability.
Jane Addams Resource Corporation	Regan Brewer	JARC provides training in welding, CNC operation, and mechanical assembly toward a mission of ensuring that people who work do not live in poverty.
The Hendey Group	Robert Sibley	The Hendey Group provides product development, design/engineering, robotic automation, and manufacturing support for firms/clients.
Machyne	Alex Bandar	Machyne is a membership-based makerspace in I6 Tech Innovation District that provides high-tech tools, flexible spaces, and resources to support entrepreneurship, ideation, and prototyping.
LISC / CDFI	Aaron Laramore	LISC has access to broad and deep resources to support SEND's financing, development, operation, and capacity building for the Innovation Hub.
Latinas Welding Guild	Consuelo Poland	The Latinas Welding Guild is a learning and environment and space where Latinas are supported as creative and functional welders and elevated as valuable talent in skilled trades.
Blue River Career Programs	Alfonso Andolz	BRCP provides collaborative adult education, literacy, HSE, ELL, and industry certification instruction in Marion, Johnson, and Shelby counties and is a long-standing partner in southeast Indianapolis.
Invent Learning Hub	Aleicha Ostler	ILH is tuition-free K-8 charter school in southeast Indianapolis that focuses on developing students' problem-solving, critical thinking, and life design skills.
EmployIndy Talent Solutions	Betsy Revell	EmployIndy's Talent Solutions division works directly with businesses to implement creative solutions to their workforce challenges.
Indiana Construction Roundtable Foundation	Chris Price	ICRF focuses on addressing workforce shortages in Indiana's construction industry through training and technical assistance for individuals and organizations.
Source River West	Steve Thrash	SOURCE is an entrepreneurial education and resource center on Indianapolis' near west side that supports neighborhood entrepreneurs and businesses to start-up, scale, create jobs, improve quality of life, and strengthen community.
Shiel Sexton	Shawn Mulholland	Shiel Sexton is an employee-owned construction firm operating in Indianapolis since 1962 that prides itself on operating at the intersection of the industry's best practices and innovation.
Prosperity Indiana	Jessica Love	Prosperity Indiana is a membership-based organization focused on building capacity the capacity of community economic development practitioners/organizations by providing specialized resources, engagement opportunities, advocacy, and programs.
76 Forward	Danielle McDowell	76 FWD operates multiple innovation hubs across the country, including HqO at I6 Tech. 76 FWD's expertise is supporting start-ups, innovators, entrepreneurs, and makers so they have access to space, programs, resources, and creative energy to incubate new ideas and scale businesses.
Hub & Spoke	David Decker	Hub & Spoke is a mixed-use development that includes a skilled trades design center, coworking space, and workforce development programming.

The following question is taken from the Economic Development Administration's EDA-900 form:

B.6. Describe the investment (project) impact and fit with EDA funding priorities
In section B.6, explain how the proposed project would meet EDA's Recovery and Resilience investment priority, which all American Rescue Plan projects are expected to meet. You may also explain in this space how the proposed projects will meet any of EDA's other investment priorities.

SEND may use language provided below to respond to this question:

The Twin Aire Skilled Trades Center will provide pathways for local residents to gain training and jobs or to start and scale small businesses, so they can earn livable wages and build wealth. This project aligns with the following EDA priorities:

Recovery and Resilience

A recent report from the Brookings Metropolitan Policy Program, in partnership with the Central Indiana Corporate Partnership (CICP), titled "State of Renewal: Charting a New Course for Indiana's Economic Growth and Inclusion, suggests that, "While Indiana has managed, by some measures, one of the stronger recoveries from the initial COVID-19 crisis among states, Indiana must now address a set of "preexisting conditions," including multi-year productivity slippages in its advanced industry sector, recurrent struggles with industry and labor market shifts, and a shortage of quality employment. In alignment with the 2021 DRAFT CEDS Strategies, the Twin Aire Skilled Trades Center will expand the region's diverse workforce by attracting talent in high demand occupations and supporting communities' growth plans. The Hub will work with employer partners who need to upskill incumbent workers and training new talent to meet in demand jobs in the skilled trades. Through this workforce focus, the Indianapolis region will be better prepared to meet talent demands and offer employees family stabilizing wages that allow them to endure future economic shocks.

Equity

The Skilled Trades Center is located in the Twin Aire neighborhood, a predominantly a low- to moderate-income neighborhood that has historically been home to African Americans and Hispanic residents. The Skilled Trades Center will provide support services to XBE businesses and connect them with larger firms for coaching, mentoring, procurement, and supply connections. This aligns with the CEDS goal of supporting BIPOC workers to access better career opportunities. Through business support programming, XBE firms will be able to access capital, facilities, equipment, and participate in training to scale and grow their firm.

Manufacturing

The Skilled Trades Center will provide workforce development, prototyping, and research and development for small batch manufacturers. The Skilled Trades Center will also provide skills training in skilled trades including construction, plumbing, electrician, and welding training for over 600 residents each year through public/private partnerships, micro-credentialing and apprenticeship programs. Simultaneously, companies are working to re-shore production, moving their manufacturing from abroad to the U.S., and increasing their U.S. talent pool to ultimately return businesses and jobs to the U.S. With training and production equipment available at the Skilled Trades Center, industry partners can enhance their manufacturing supply chain and have access to a skilled labor pool.

Technology-Based Economic Development

The focus on workforce development and small business support programs further aligns with the CEDS goal of "Assisting small businesses in tech adoption, modernization processing, and innovation that drives efficiencies." The CEDS also identifies the need for more workforce housing. The Skilled Trades Center will be located in the Twin Aire neighborhood with access to Southeast Neighborhood Development's network of affordable rental properties and services to support homeownership.

Finally, the Skilled Trades Center is located in an Opportunity Zone. The community will benefit from financing sourced from federal and local agencies and private sector investors – financing that will spur further reinvestment throughout our Opportunity Zone. Through these efforts, the Twin Aire neighborhood can realize increased Opportunity Zone investments that will drive economic development and build community wealth for residents, businesses, and investors.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is hereby entered into by and between the Landlord, Tenant and Guarantor on the Effective Date, such terms defined below, in accordance with the terms and conditions hereinafter set forth.

ARTICLE I. BASIC LEASE PROVISIONS AND LIST OF EXHIBITS

1.1 Basic Lease Provisions.

- (a) EFFECTIVE DATE: _____, 202_
- (b) LANDLORD: TWIN AIRE INNOVATION HUB SPONSOR LLC, an Indiana limited liability company having the address ADDRESS
- (c) TENANT: _____
[address]
[address]
Attn: _____
- (d) TENANT'S TRADE NAME : _____
- (e) PREMISES: An area of approximately _____ Rentable Square Feet known as Suite _____, within the Innovation Hub, located as shown on **Exhibit "A"** hereto.
- (f) ADDRESS OF THE PREMISES: ADDRESS
Indianapolis, IN
- (g) LEASE TERM: The initial Term of this Lease (the "Initial Lease Term") shall commence on the Delivery Date and shall terminate on the last day of the _____ full calendar month thereafter unless sooner terminated in accordance with the provisions of this Lease. *[Include if option wanted: Tenant shall have a one (1) option to extend the Initial Term for a period of _____ months as more fully provided for in Section 2.2 of the Lease.]*
- (h) MINIMUM RENT: Rent shall be \$_____.00 per month subject to adjustments as set forth in Article III.
- (i) COMMENCEMENT DATE: _____ (____) days after the Delivery Date.
- (j) SECURITY DEPOSIT: \$____.00
- (k) PERMITTED USE: Business incubator, innovation and start-ups, and as set forth in Section 2.3 below and as otherwise limited in this Lease.
- (l) NAME AND ADDRESS OF GUARANTOR: _____
- (m) DELIVERY DATE: When possession of the Premises is delivered to Tenant upon the Substantial Completion of Landlord's Work (as further described in the Lease), with a target date of on or about _____, 202_ (the "Target Date"). The Delivery Date is subject to change and such Target Date is based upon events and timing rather than the specific calendar date provided, as such Target Date is an estimation and not a hard deadline. However, if Landlord does not deliver the premises within sixty (60) days of the Target Date, Tenant may terminate the Lease by providing written notice to Landlord within five (5) of the expiration of the Target Date, or Tenant waives the right to terminate this Lease based upon delay of the Delivery Date.
- (n) Tenant's Proportionate Share: ____%; determined by dividing the _____ Rentable Square Feet by the total Rentable Square Feet of the Innovation Hub.
- (o) GUARANTOR: _____
[address]
[address]

1.2 Significance of Basic Lease Provisions.

In the event of any conflict between the Basic Lease Provisions and the balance of this Lease, the latter shall control. Each of the terms contained in the Basic Lease Provisions shall be construed in conjunction with the remainder of this Lease, in particular, the referenced portions thereof.

1.3 **List of Exhibits.** The Exhibits listed below as being part of this Lease are attached to and are to be construed as part of this Lease. Landlord and Tenant shall perform their respective obligations stated in such Exhibits.

X _____	"A"	-	Site Plan
X _____	"A-1"	-	Legal Description
X _____	"B"	-	Premises Construction Rider [Landlord Work]
X _____	"B-1"	-	Plans [Landlord Work]
X _____	"C"	-	Sign Specifications
X _____	"D"	-	Rules and Regulations
X _____	"E"	-	Guaranty

ARTICLE II. LEASED PREMISES; TERM; CONSTRUCTION

2.1 Landlord hereby leases and demises to Tenant and Tenant hereby accepts from Landlord on the terms set forth herein, the Premises together with all appurtenances specifically granted in this Lease, including the nonexclusive license to use the Common Areas as set forth in Section 4.1. **EXCEPT AS SPECIFICALLY PROVIDED IN THIS LEASE, TENANT ACKNOWLEDGES THAT LANDLORD HAS MADE NO WARRANTIES TO TENANT AS TO THE CONDITION OF THE PREMISES, EITHER EXPRESS OR IMPLIED, AND LANDLORD EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, MARKETABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**

2.2 Tenant shall have and hold the Premises for the Initial Lease Term set forth in Section 1.1(g), unless sooner terminated as hereinafter provided. Tenant shall have one (1) option to extend the Initial Lease Term for an additional twelve (12) month period ("Renewal Term") by giving Landlord written notice of such option at least sixty (60) days prior to the expiration of the Initial Lease Term (the Initial Lease Term and Renewal Term are collectively referred to as the "Lease Term"). The Minimum Rent for such Renewal Term shall be agreed upon between Landlord and Tenant no later than thirty (30) prior to the expiration of the Initial Lease Term.

2.3 Tenant shall use this space for manufacturing including innovation work, making, crafting and light industrial uses, and other activities as required in the manufacturing process such as accounting, administration, sales and other creative activities that meet light industrial classification of the City of Houston.

2.4 Tenant agrees, if required by Landlord, at the time of execution of this Lease, and from time to time during the Lease Term, to complete, sign, and return to Landlord all questionnaires, attachments and other forms requested by the Landlord to the extent that such questionnaires do not require any disclosure of information which Tenant deems in its sole discretion to be confidential or proprietary in nature. The questionnaire may ask, among other things, how many and what types of jobs Tenant will seek to fill in relation to its activities in or concerning the Innovation Hub and its estimated timetable for filling such jobs and where the employees are located. It is anticipated that Landlord will also request Tenant to complete, sign and return to Landlord, by each February 1 for each prior partial or complete calendar year included in the first five (5) years of the Lease Term, an accurate employment report, on the form provided by Landlord with attachments, relating to Tenant's employment at the Innovation Hub. Notwithstanding that Landlord may request such information, any failure to complete or timely complete and submit any such questionnaire shall be regarded as a material default hereunder, entitling Landlord to exercise any or all of the remedies provided in this Lease in the event of Tenant's default.

2.5 (Check (a) or (b)):

_____ (a) Tenant has inspected the Premises, is familiar with its condition, and accepts same in its present condition, "AS-IS, WHERE-IS" including any latent defects. Tenant acknowledges that Landlord is not obligated to do any further construction or make any additional improvements in the Premises, and that the Premises are Ready for Occupancy as of the Effective

Date of this Lease.

_____ (b) Tenant acknowledges that Landlord is constructing, rehabilitating and/or remodeling the Premises at the time of the Effective Date of this Lease, and that Landlord shall deliver the Premises with Landlord's Work complete in accordance with Exhibit B and as more fully outlined in Exhibit B-1 and provide Tenant at least thirty (30) days advance written notice of the proposed Delivery Date to Tenant. Tenant shall have fifteen (15) days after such proposed Delivery Date ("First Inspection Period") to identify any conditions of the Premises to which the Tenant contends is not rent-ready ("Unsatisfactory Conditions") and provide Landlord written notice of same within five (5) days of such inspection. Landlord shall then commence to cure all Unsatisfactory Conditions and provide Tenant written notice when the Unsatisfactory Conditions have been cured. Tenant shall then have an additional fifteen (15) days after such written notice ("Second Inspection Period" together with First Inspection Period and any subsequent inspection period are collectively the "Inspection Period") to inspect the Premises to confirm the Unsatisfactory Conditions have been cured and that no other unsatisfactory conditions have since arisen. The foregoing process shall be repeated until such time as all Unsatisfactory Conditions identified by Tenant are cured. Excluding punch-list items which do not interfere with Tenant's ability to operate or perform its work in the Premises, upon cure of the Unsatisfactory Conditions raised by Tenant herein (if any), Tenant shall be deemed to have inspected the Premises and, subject to the warranty hereinafter provided by Landlord, accepts the Premises in its then present condition, "AS-IS, WHERE-IS"; thereafter, and, except as otherwise included herein, Tenant acknowledges that Landlord is not obligated to do any further construction or make any additional improvements in the Premises. Notwithstanding the foregoing, Landlord hereby agrees to correct all defects in Landlord's Work at Landlord's sole cost and expense as to which Landlord has been given written notice by Tenant prior to the date that is one (1) year after the Commencement Date.

2.6. The Premises shall be built out by Landlord in accordance with the Construction Rider attached as **Exhibit "B" and Exhibit B- 1** (collectively, "Landlord's Work").

2.7. Landlord occupies the building and the real property on which the building is located under a lease agreement with TWIN AIRE INNOVATION HUB QALICB Inc., a Indiana non-profit corporation, the record legal owner (the "Master Landlord") of such real property ("Master Lease"). Landlord shall strictly comply with all terms of the Master Lease and shall promptly and timely cure any violation under the Master Lease. In the event Landlord fails to timely and promptly cure any violation under the Master Lease, Tenant shall be entitled, but not obligated, to cure such violation on behalf of Landlord at Landlord's sole cost and expense, which shall be paid to Tenant within fifteen (15) days of written demand. Upon notice from the Landlord or Master Landlord of any violations of the Master Lease by Tenant, Tenant shall promptly commence to take action to cure any such violations.

2.8. Tenant acknowledges that while Landlord is the lessee of the Premises under the Master Lease, the Innovation Hub is a condominium regime, in which the Premises is a business condominium unit within such regime. The Innovation Hub, along with the Premises, is subject to the Declaration of Protective Covenants and Restrictions for TWIN AIRE INNOVATION HUB (the "Declaration"), under which Innovation Hub Commercial Association, Inc. (the "Commercial Association") is the association which operates, manages, maintains and preserves the Common Areas and amenities within the Innovation Hub as provided for in the Declaration. The Commercial Association is also governed by the Bylaws of the Innovation Hub Commercial Association, Inc., (the "Bylaws") and from time to time issues rules applicable to occupants of the Innovation Hub (the "Rules"). The Declaration, Bylaws and Rules are collectively referred to as the "Condo Documents". Tenant further acknowledges that the Commercial Association is a separate entity apart from Landlord and that Landlord has no control over the Commercial Association. Tenant further agrees to comply and operate the Premises within provisions and obligations of the Condo Documents, a copy of which has been provided by Landlord to Tenant.

2.9. Tenant shall have no right to sublease all or part of the Premises without Landlord's written permission.

ARTICLE III. RENT AND SECURITY DEPOSIT

3.1. The Rent specified in Section 3.2(a) through (e) shall accrue hereunder from the Commencement Date. Notwithstanding the same, upon execution of this Lease by Tenant, Tenant shall tender to Landlord the sum of the first month's Rent, which shall be applied to the rent commencing on the Commencement Date. If Tenant terminates this Lease in accordance with Section 1.1(m) of the Lease, then Landlord shall return such payment to Tenant.

3.2. Tenant promises and agrees to pay to Landlord by wire transfer, mail or in person at the address of Landlord as set forth in Section 1.1(b), or such other place as Landlord may from time to time designate in writing, the following Rent:

(a) Minimum Rent as set forth in Section 1.1(h);

- (b) All other sums and charges due by Tenant to Landlord under the terms of this Lease;
- (c) Tenant's prorate share or the amount used as shown through sub-metering of Tenant's space of electric and gas paid on a monthly basis;
- (d) Tenant's Proportionate Share of the actual Operating Expenses for the Innovation Hub; and
- (e) Tenant's Proportionate Share of increase in the Real Estate Taxes for the Innovation Hub resulting directly from Tenant's occupation and/or use of the Premises; provided, however, in no event shall Tenant be responsible for any increase in such expense resulting from occupancy at Innovation Hub of any other tenant.

3.3 Except as otherwise provided herein, all Rent shall be due and payable monthly, in advance, without demand, notice or setoff except as expressly provided for herein, on the first (1st) day of each month during the Lease Term. In the event any installment of Rent is not received within five (5) days after the date on which such amount is due, Tenant shall pay additionally an administrative late charge of five percent (5%) of the amount past due. Tenant shall also pay an administrative charge of \$100.00 for each check returned unpaid for any reason.

3.4 On the same day that the Minimum Rent is due, Tenant shall pay Landlord an amount equal to 1/12 of the annual cost, as estimated in good faith by Landlord from time to time, of the Tenant's Proportionate Share of Operating Expenses and those prorated amounts pursuant to Section 3.2(c),(d) & (e) above (collectively "Total Operating Expenses") for the Innovation Hub. After the conclusion of each calendar year during the Lease Term (but in no event later than April 30th), and after termination or expiration of the Lease Term (but in no event later than sixty (60) days after such expiration or termination), Landlord shall deliver to Tenant an operating expense summary report listing the Total Operating Expenses paid by Tenant for the prior year (the "Expense Report") along with a statement of actual Total Operating Expenses for the year (or, with respect to termination or expiration, the portion of the year) just ended, if any (the "Reconciliation Report"). Within thirty (30) days after Tenant's receipt of the Reconciliation Report, Tenant shall pay to Landlord, the difference between the actual Total Operating Expenses due for such year and the estimated Total Operating Expenses paid by Tenant during such year, or if the Reconciliation Report shows an overpayment by Tenant, Landlord shall either credit Tenant the amount of the overpayment towards future amounts due from Tenant or, if the Lease Term has expired or terminated, the Landlord shall reimburse Tenant for the amount of the overpayment within thirty (30) days. From time to time during any year, Landlord may re-estimate the Total Operating Expenses for such year and deliver a copy of the re-estimate to Tenant, which notice shall include details of the reason for any such change. Thereafter, the monthly installments of Total Operating Expenses payable by Tenant shall be proportionately adjusted in accordance with the estimation so that, by the end of the year, Tenant shall have paid all of its Proportionate Share of Operating Expenses as estimated by Landlord. Within thirty (30) days of Tenant's receipt of the Reconciliation Report, Tenant shall, upon written notice to Landlord, have the right to review at Tenant's expense, Landlord's records relating to the Total Operating Expenses for the prior year (an "Audit"). Upon receipt of the notice of Audit, Landlord shall promptly make available to Tenant Landlord's records relating to the Total Operating Expenses for the period subject of the Audit, and Tenant shall have thirty (30) days to perform the Audit once all such records have been provided to Tenant. Tenant's Audit shall be at Tenant's cost. In the event the Audit reveals an overpayment, Landlord shall either credit the amount of the overpayment towards future amounts due from Tenant under the Lease or, if the Lease Term has expired, the Landlord shall reimburse Tenant for the amount of the over payment within thirty (30) days from Tenant's notification to Landlord of the overpayment. In the event Tenant's Audit reveals an underpayment by Tenant, Tenant shall pay Landlord the amount of the underpayment within thirty (30) days; provided however, Landlord shall be entitled to review Tenant's Audit and perform its own audit prior to issuing such payment to Tenant. Landlord shall have thirty (30) days from the receipt of Tenant's Audit to perform its own audit. Landlord agrees to cap the annual increase in Operating Expenses to no more than five percent (5%) of the previous year. Landlord currently estimates the Operating Expenses for Innovation Hub to be \$0.14 per square foot per month of Rentable Square Feet.

3.5 The Minimum Rent set forth in Section 1(h) is subject to increase on the yearly anniversary of the Commencement Date by an amount not to exceed five percent (5%) without further notice to the Tenant.

ARTICLE IV. COMMON AREA

4.1 Landlord shall operate and maintain or cause the Commercial Association to operate and maintain the Common Area in compliance with applicable laws and in good condition. Landlord reserves the right, at its sole discretion, to change from time to time the size, dimensions, and location of the Common Area as shown on **Exhibit "A"**, including without limitation, the entrances, exits, lanes, size, boundaries, and location of the parking areas, and the size, dimensions, identity, and type of any building(s) shown on **Exhibit "A"** provided the foregoing does not unreasonably interfere with Tenant's business operations. Landlord has the further right to construct any structure, temporary or permanent, on any part of the Common Area without the consent of the Tenant, subject to no restriction except that without the prior consent of Tenant (subject to the provisions of Articles XIII and XIV hereof), there shall

be no material impairment of the size and dimension of the Premises or access to the Premises. So long as Tenant is not in default hereunder, Tenant and its Permittees shall have the non-exclusive license to use the Common Area as constituted from time to time in common with Landlord, other tenants of the Innovation Hub, and other persons entitled to use the same, which license shall be subject to reasonable rules and regulations as Landlord may from time to time prescribe. Tenant shall not solicit any business within the Common Area and Tenant shall not take any action which would interfere with the rights of other persons to use the Common Area. Landlord may temporarily close any part of the Common Area for such periods of time as may be reasonably necessary to make repairs or alterations, or as otherwise provided herein, provided, however, that Tenant shall have use and access to the Premises.

4.2 The use of the Common Area by employees of Tenant may be restricted by Landlord from time to time. Landlord shall have the right, but not the obligation, to maintain and operate lighting facilities on all the parking areas and to police all the parking and other Common Area, including, without limitation, the right to discourage noncustomer parking, to designate and regulate employee parking areas, direct or redirect delivery vehicles, and to do and perform such other reasonable acts with respect to the Common Area as in the judgment of Landlord may be legally necessary.

ARTICLE V. USE AND CARE OF PREMISES

5.1 The Premises shall be used and occupied by Tenant only for the Permitted Use under Tenant's Trade Name and for no other purpose or use, and under no other trade name, without the prior written consent of Landlord. Tenant acknowledges that the restriction of Tenant's use of the Premises to the Permitted Use under Tenant's Trade Name is a central element of the bargain of the parties hereto, and Tenant further acknowledges that actual and substantial detriment will result to Landlord and the other tenants of the Innovation Hub in the event there is a deviation from the Permitted Use without the prior written consent of Landlord. Tenant shall not make or permit any unlawful use of the Premises.

5.2 Tenant shall not, without Landlord's prior written consent, perform any act or fail to perform any act, keep anything within the Premises, or use the Premises for any purpose that increases the insurance premium cost or invalidates any insurance policy carried on the Premises or on other parts of the Innovation Hub. If Landlord does give written consent to Tenant pursuant to the above sentence then Tenant shall be liable, at its sole cost and expense, for the amount of any increase in the insurance premium cost resulting from such act or omission to which Landlord has consented.

5.3 The term "Hazardous Substances" as used in this Lease, shall mean pollutants, contaminants, toxic or hazardous wastes, radioactive materials or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Laws", which term shall mean any federal, state or local statute, ordinance, regulation, or other law of a governmental or quasi-governmental authority relating to pollution or protection of human health or the environment or the regulation of the storage or handling of Hazardous Substances, including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, as amended by the Clean Water Act, 33 U.S.C. §1251 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq. The Tenant shall comply in all material respects with all applicable Environmental Laws applicable to the Premises relating to the storage, transport, use or disposal of Hazardous Substances. If at any time during or after the Lease Term, any Hazardous Substance is found located on the Premises, or on the Innovation Hub in violation of any applicable Environmental Laws resulting from the actions of Tenant, Tenant's agents, employees, or contractors, or anyone for whose actions Tenant is liable, Tenant, at its sole cost pursuant to all applicable Environmental Laws, remediate such Hazardous Substances caused by Tenant to place the Premises back in compliance with Environmental Laws. Tenant agrees to indemnify and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, damages, penalties, and obligations of any nature arising from or as a result of any contamination of the Premises with Hazardous Substances, or any contamination of the Innovation Hub resulting from the actions of Tenant, Tenant's agents, employees, or contractors, or anyone for whose actions Tenant is liable, or otherwise arising from the use of the Premises by Tenant. The foregoing indemnification and the responsibilities of Tenant shall survive the termination or expiration of this Lease.

5.4 In no event shall Tenant take any action which would unreasonably disturb or endanger other tenants of the Innovation Hub, or unreasonably interfere with their use of their respective premises or create a nuisance to Landlord or to other tenants, nor do or permit any act which might, in the exclusive judgment of Landlord, damage Landlord's goodwill or reputation, or tend to injure or adversely affect the operation or business of the Innovation Hub.

5.5 Tenant, at its sole cost and expense, shall obtain (and upon request deliver to Landlord) all permits and licenses and pay all fees required for the transaction of its business in the Premises. Tenant shall not violate any applicable law, ordinance, governmental regulation, or restrictive covenant now in force or which may hereafter be in force pertaining to the Premises or the operation of Tenant's business therein. Tenant and Tenant's agents, employees and invitees shall fully comply with the Rules and

Regulations for the Innovation Hub attached as **Exhibit "D"**. Landlord may make reasonable changes in its Rules and Regulations from time to time as deemed advisable for the safety, care and cleanliness of the Premises, provided same are in writing and are not in conflict with this Lease.

5.6 Tenant shall take good care of the Premises and keep the same free from waste or nuisance at all times. Tenant shall not locate or install or cause to be located or installed on the sidewalks, service area, service corridors, fire corridors, or other portions of the Common Area, including but not limited to, any bicycle racks, newspaper holder stands, vending machines of any kind, mailboxes, telephone booths, trash or refuse receptacles, "no parking" signs, or any other device of a similar nature that would impede or obstruct the sidewalk and service area. Tenant shall store all of its trash and garbage within the Premises, and shall arrange for the regular pickup of such trash and garbage at Tenant's expense. In the event Tenant fails to do so within fifteen (15) days from Landlord's written notice, Landlord shall have the right to cause such trash and garbage to be picked up at the sole cost and expense of Tenant. Tenant shall on demand pay any cost and expense of picking up such trash and garbage incurred by Landlord plus ten percent (10%) of such cost and expense (to cover Landlord's overhead and administrative costs with respect thereto). In the event Tenant desires or needs to have its own trash receptacles or dumpsters for its exclusive use, then such trash receptacles or dumpsters must comply with any applicable statute, ordinance, rule, regulation, or restrictive covenant now or hereafter in force governing the location or manner of their placement and must be in a color approved by Landlord, who shall have the right to remove from the Innovation Hub without notice any such receptacles that do not so comply or that have not been so approved. Tenant shall be solely responsible for any fine, penalty, or damage that may result from its failure to comply with this Section. Receipt and delivery of goods and merchandise and removal of garbage and trash shall be made only by way of the service entrance, if any, and shall be subject to such regulations as Landlord may from time to time prescribe.

5.7 In no event shall Tenant's (or any sub-lessees) use of the Premises consist of operation of any of the following prohibited activities or businesses: (i) any trade or business consisting predominantly of the development or holding of intangibles for sale or license; (ii) any trade or business the principal activity of which is farming within the meaning of §2032A(e)(5)(A) of the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal law (the "Code"); (iii) any other trade, business or activity, prohibited by any amendment to Code § 45D and any temporary, proposed or final regulations promulgated by the U.S. Treasury pursuant to the Code, and any other guidance published by the Internal Revenue Service; (iv) any trade or business consisting of the operation of a private or commercial golf course; country club; massage parlor, hot tub facility, suntan facility, race track or other facility used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises; (v) any trade or business consisting of the operation of residential rental property, as defined in Code § 168(e)(2)(A); shooting gallery; adult bookstore or facility selling or displaying pornographic books, literature or videotapes (materials shall be considered "adult" or "pornographic" for such purposes if the same are not available for sale or rental to children under eighteen (18) years of age because they explicitly deal with or depict human sexuality); (vi) bingo or similar games of chance, however lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business; or (vii) video game or amusement arcade, except as an incidental part of another primary business.

ARTICLE VI. MAINTENANCE AND REPAIR OF PREMISES

6.1 Landlord shall maintain, repair and replace: (i) the foundation; (ii) the exterior walls of the Innovation Hub; (iii) the exterior, subterranean portions of the water, gas and plumbing, electrical facilities up to the point of entry into the Premises; (iv) heating, ventilating and air conditioned system that does not exclusively serve the Premises; (v) the sprinkler system, if any; and (vi) roof of the Innovation Hub in good repair; and any other repairs, replacement or maintenance required as a result of the neglect, negligence or willful misconduct of Landlord, its employees, agents, officers, representatives, licensees, or contractors; provided, however, that any repairs resulting from or occasioned by the act, omission, or negligence of Tenant or its Permittees shall be at the Tenant's expense. In the event that the Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give prompt written notice thereof to Landlord; and Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after delivery of such written notice.

6.2 Tenant shall maintain, repair and replace the Premises in a condition and shall make all needed repairs thereto, including, without limitation, maintenance of all doors and doorways, and replacement of cracked or broken glass, except only for repairs required to be made by Landlord under the provisions of Section 6.1, excepting normal wear and tear consistent with Tenant's Permitted Use of the Premises, casualty and condemnation. Tenant shall not be obligated to make any structural repairs, maintenance, changes or alterations to the Premises in order to comply therewith unless made necessary by the act or omission of Tenant. If any repairs required to be made by Tenant hereunder are not commenced within thirty (30) days after written notice has been delivered to Tenant by Landlord, Landlord may, at its option, in addition to its other remedies hereunder, make such repairs. Tenant shall pay to Landlord the reasonable and actual cost of such repairs upon receiving sufficient documentation from Landlord verifying the cost of such repairs plus ten percent (10%) of such cost (to cover Landlord's overhead and administrative costs with respect thereto).

6.3 Without limitation of Section 6.2, Tenant shall have sole responsibility for maintenance, repairs and upkeep (but not replacements) of the heating, ventilating and air conditioning system which exclusively serve the Premises and any Utility Facilities which exclusively serves the Premises from and after the point of entry into the building (unless damage to the Innovation Hub's sewer system is caused by Tenant's use or misuse, in which event Tenant shall be responsible for the repair of all damage caused thereby). Tenant, at its own cost and expense, shall enter into a regularly scheduled preventative maintenance/service contract with a maintenance contractor approved by Landlord for servicing all hot water, heating and air conditioning systems and equipment within the Premises. The service contract must include all services suggested by the equipment manufacturer in its operations/maintenance manual and must become effective and a copy thereof delivered to Landlord within thirty (30) days of the date Tenant takes possession of the Premises.

ARTICLE VII. ALTERATIONS AND FIXTURES

7.1 Tenant shall not, without on each occasion obtaining Landlord's prior written consent: (a) alter or change the exterior of the Premises or any part thereof; (b) paint or decorate any part of the exterior of the Premises; (c) make any structural alterations or structural additions to the Premises or permit the making of any holes in the walls, ceilings, or floors thereof; (d) overload or deface the Premises or any part thereof or any equipment or installation therein; or (e) permit the use of any forklift or tow truck, or any other mechanically powered machine or equipment, for handling freight in the Premises or other portion of the Innovation Hub; provided, however, that Tenant may perform Tenant's Work and install unattached, movable trade fixtures and equipment. Tenant shall have the right to make any alterations, changes and improvements ("**Alterations**") to the Premises with Landlord's prior written consent (which shall not be unreasonably withheld), unless the Alterations impact the structural and exterior portions of the Innovation Hub. If Tenant shall make alterations to the Premises, Tenant shall submit plans and specifications, certificates of insurance to be maintained by Tenant's contractors, hours of construction, proposed construction methods, and details about the quality of the proposed work for review and approval by Landlord, not to be unreasonably withheld. All work to be performed by or for Tenant shall be performed in compliance with all applicable laws. Tenant shall promptly provide to Landlord all notices related to such work and Landlord will have the right to periodically inspect the work on the Premises. All repairs, replacements, alterations, additions, improvements, plate glass, exterior doors, overhead sprinkler systems (if any), floor coverings, and fixtures (other than unattached, movable trade fixtures), including all air conditioning, electrical, mechanical, and plumbing machinery and equipment, exhaust hoods, and water heaters which may be made or installed by either party hereto upon the interior or exterior of the Premises, shall become the property of Landlord without credit or compensation to Tenant at the termination of this Lease for any reason whatsoever, and at the termination of this Lease shall remain upon and be surrendered with the Premises, unless Landlord requests their removal, in which event Tenant shall, prior to such termination, remove the same and restore the Premises to a condition substantially similar to the condition that existed prior to said removal, normal wear and tear excepted, at Tenant's expense, provided, however that any fixtures or equipment installed by Tenant may be removed by Tenant provided such removal does not cause damage to the Premises, or alternatively, Tenant repairs any such damage.

7.2 Landlord reserves the right to alter or modify the Building of which the Premises are a part and/or common areas associated therewith, when such alterations or modifications are required by governmental laws, codes, ordinances, regulations, or any other applicable authorities, including, without limitation, the Americans with Disabilities Act of 1990 (the "ADA"), at Landlord's cost and expense and not party of Common Area Expense.

ARTICLE VIII. SIGNS AND BUILDING EXTERIOR

8.1 Other than as expressly provided herein, Tenant shall not, without Landlord's prior written consent: (a) make any changes to the Building exterior; (b) install any exterior lighting, shades, or awnings, or any exterior decorations or paintings; (c) place or install any reflective material on the doors, windows, or Building exterior; or (d) erect or install any signs, window, or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises, except only dignified displays for its display windows which are of a type customary for that business and which comply with all applicable statutes, codes, ordinances, orders, regulations, and restrictive covenants. All signs shall comply with all applicable statutes, codes, ordinances, rules, regulations and restrictive covenants, and the sign specification attached hereto as **Exhibit "C"**. No portable or trailer signs nor any grand opening signs or banners of any kind shall be permitted. Use of the roof is reserved to Landlord. Notwithstanding the foregoing, if Tenant has a roll-up door, Tenant shall be permitted to place signage on or adjacent to the roll-up door identifying Tenant's suite and/or space.

ARTICLE IX. UTILITIES

9.1 Landlord shall either sub-meter or allocate on a prorata basis electric and gas service to the Premises. Tenant shall pay at its sole cost and expense the sums required to have connected telephone and cable as desired, as well as all utility services to the Premises not allocated to Tenant, including, but not limited to, any and all utility deposits and tap and meter fees. Tenant shall promptly pay all charges for electricity, water, sewer, storm water drainage fees, gas, telephone service, and all other utilities furnished to the Premises. Any or all utility service(s) furnished to the Premises will, at Landlord's election, be separately metered. If separate metering is so used, Tenant shall, at Landlord's election, either make payments for use of such utility service(s) directly to the public utility which provides the service(s) or to Landlord who (provided Tenant is not in default hereunder) shall make the required payments to the public utility. In the event Tenant shares space or leases part of a suite with another tenant and such shared lease space has only one meter for any particular utility service, Tenant shall pay its prorata share of such utility service to Landlord if invoiced by Landlord or, if not invoiced directly by Landlord, directly to the utility provider. Landlord shall not be liable for any interruption whatsoever in utility services not caused by Landlord. No interruption of utility service shall be construed as either a constructive or actual eviction of Tenant, nor entitle Tenant to an abatement of Rent, nor relieve Tenant from fulfilling any covenant or condition of this Lease, unless caused by the actions or omissions of Landlord, its employees, agents, licensees, representatives and contractors. Any interruption or suspension of electricity, water, gas, heat, air conditioning or other services in connection with any repair, maintenance, improvement or other work performed by or on behalf of Landlord shall, except in the event of emergency repairs, be approved in advance by Tenant (such approval not be unreasonably withheld) and scheduled in such a manner as to minimize interruption with Tenant's business operations.

9.2 Should any governmental body or agency determine that the Tenant's use of the sanitary sewer system serving the Innovation Hub causes the sewerage standards of the Innovation Hub to exceed the maximum permitted requirements promulgated by such governmental body or agency, which causes an increase on the sanitary sewer rates or charges applicable to the Building, Tenant shall, at the option of the Landlord, be required to (a) pay the amount of such increased charges; or (b) install, at Tenant's sole cost and expense, a separate water meter and sanitary sewer line serving the Premises.

ARTICLE X. INSURANCE AND INDEMNITY

10.1 Landlord shall indemnify, protect and save harmless Tenant and each and every shareholder, officer, director, member, partner, employee, manager, affiliate, subsidiary, and agent of Tenant, and the respective heirs, personal representatives, successors, and assigns, against and from all liabilities, obligations, damages, judgments, penalties, claims, losses, costs and expenses of every nature, including, without limitation, reasonable and documented out-of-pocket attorneys' fees, which may be imposed on or incurred by or asserted against them or any of them in connection with, arising out of or relating to Landlord's gross negligence or willful misconduct in operation of the Premises and/or any environmental matters concerning the Innovation Hub to the extent existing prior to the Delivery Date of this Lease, except in each case, to the extent resulting from gross negligence or willful misconduct of Tenant or any of its agents, contractors, subcontractors, servants, employees, licensees or invitees. This Section shall survive termination of this Lease.

10.2 Tenant shall indemnify, protect and save harmless Landlord and each and every shareholder, officer, director, member, partner, employee, manager, affiliate, subsidiary, and agent of Landlord, and the respective heirs, personal representatives, successors, and assigns, against and from all liabilities, obligations, damages, judgments, penalties, claims, losses, costs and expenses of every nature, including, without limitation, reasonable and documented out-of-pocket attorneys' fees, which may be imposed on or incurred by or asserted against them or any of them in connection with, arising out of or relating to any environmental matters caused or created by Tenant and/or the gross negligence or willful misconduct on the part of Tenant in conducting Tenant's operations on the Premises, except to the extent resulting from gross negligence or willful misconduct of Landlord or any of its agents, contractors, subcontractors, servants, employees, licensees or invitees.

10.3 Tenant shall indemnify and save harmless Landlord from and against all mechanics' liens and notices thereof and all claims thereof on account of any materials furnished or labor performed at the direction of Tenant in, about or in connection with the Premises, if any, except those arising from work undertaken by or at the direction of Landlord. Should any such lien be filed, Tenant shall promptly bond or otherwise discharge the same within twenty (20) days after the notice of filing thereof. If Tenant shall fail to cause such lien to be discharged of record within such period, Landlord may, after providing Tenant with twenty (20) days' notice of its intent to do so, cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto, and Tenant shall, upon demand, reimburse Landlord for all reasonable and documented amounts paid and costs incurred, including reasonable and documented out-of-pocket attorneys' fees, in having such lien discharged of record.

10.4 Tenant shall, throughout the Lease Term, carry and maintain, at Tenant's cost and expense, the following types of insurance, in the amounts specified and in the forms hereinafter provided:

- (a) Commercial general liability insurance of an "occurrence" type against all claims on account of liability of Tenant, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 as a general aggregate. Tenant's commercial

general liability insurance shall include Broad Form Property Damage, Personal Injury Liability Insurance (with the Employee's Exclusion deleted) with a limit of \$1,000,000 per occurrence, Products Liability Insurance, Independent Contractor's Liability Insurance, and Blanket Broad Form Contractual Liability Insurance; and

(b) Fire insurance covering all the items in, on, (b) upon the Premises exclusive only of the Building Shell, and all alterations, additions, or changes made by Tenant pursuant to the terms of this Lease, in an amount not less than the full replacement cost thereof from time to time during the Lease Term, providing protection against perils included within the standard Indiana form of fire and extended coverage insurance policy with a broad form endorsement covering sprinkler damage (but Landlord makes no representation that the Premises or any other portion of the Innovation Hub is equipped with a sprinkler system), vandalism, and malicious mischief.

10.5 All policies of insurance described in this Section shall be issued in form acceptable to Landlord by insurance companies acceptable to Landlord and qualified to do business in the State of Indiana. Each such policy shall be issued in the names of Tenant, Landlord, Landlord's property manager and/or management company (as an additional insured and/or loss payee), and any other party in interest from time to time designated by written notice by Landlord to Tenant, as their respective interests may appear, and shall provide that Landlord is a loss payee. Such policies shall be for the mutual and joint benefit and protection of Tenant, Landlord, and any such other party in interest, and executed copies of each such policy of insurance or a certificate thereof shall be delivered to Landlord upon request. All such policies shall contain a provision that the company writing said policy will give Landlord and such other parties in interest at least ten (10) days' notice in writing in advance of any cancellation, lapse, or the effective date of any reduction in the amount of insurance. In addition, Tenant shall furnish Landlord a copy of the policy or policies within ten (10) days after Landlord requests the same. All such public liability, property damage, and other casualty policies shall be written as primary policies which do not contribute to and are not in excess of coverage which Landlord may carry.

10.6 If Tenant fails to maintain the insurance require herein, then Landlord shall have the right (but not the obligation), and without limitation of its rights under Article XVII, to take out and maintain such an insurance policy, and if Landlord does so, Tenant shall pay to Landlord on demand the amount of the premium applicable to such policy of insurance plus ten percent (10%) of the cost thereof (to cover Landlord's overhead and administrative costs in connection therewith). At Landlord's sole discretion, Landlord may elect to assess the cost(s) of such policy(ies) against the Tenant to be paid by the Tenant on the first day of each month as additional Rent, in an amount equal to 1/12 of the annual cost of such policies, plus ten percent (10%) of the cost thereof to cover Landlord's overhead and administrative costs in connection therewith.

10.7 IF TENANT FAILS TO OBTAIN OR MAINTAIN THE NECESSARY INSURANCE HEREIN, TENANT AGREES TO FULLY INDEMNIFY LANDLORD FOR ANY CLAIM MADE AGAINST LANDLORD THAT WOULD HAVE BEEN COVERED BY SUCH APPLICABLE POLICY.

10.8 Notwithstanding any provision herein contained to the contrary, if, by the nature of Tenant's business, Landlord's insurance rate on the Innovation Hub is higher than the normal insurance rate being charged for fire and extended coverage, it shall not be a default hereunder, however, Tenant, at its sole cost and expense, shall pay the difference between the rate being charged for such insurance and the normal stipulated rate to the extent that such increase is attributable to Tenant's business within thirty (30) days after receiving documentation sufficient to verify such increased cost.

**ARTICLE XI.
NON-LIABILITY FOR CERTAIN DAMAGES**

11.1 Landlord shall not be liable to Tenant for any injury to person or damage to property caused by the Premises becoming out of repair or by gas, water, steam, electricity, or oil leaking or escaping into the Premises (except where due to Landlord's willful failure to make repairs required to be made by Landlord hereunder, after the expiration of a reasonable time after written notice to Landlord of the need for such repairs), nor shall Landlord be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Innovation Hub or of any other persons whatsoever, except only willful acts of duly authorized employees and agents of Landlord. All property left, stored, or maintained within the Premises shall be at Tenant's sole risk.

**ARTICLE XII.
ACCESS TO PREMISES & RELOCATION**

12.1 Landlord shall have the right with reasonable prior notice to Tenant (but in no event less than 48 hours except in the event of an emergency) to enter upon the Premises at all reasonable hours for the purpose of inspecting them, making repairs to them, making repairs, alterations or additions to adjacent premises if reasonably necessary, or curing any default of Tenant hereunder that Landlord elects to cure, which shall be a performed in such a manner as to minimize disruption to Tenant's business operations.

Landlord shall not be liable to Tenant for any expense, loss, or damage from any such entry upon the Premises, unless resulting from Landlord's willful misconduct or gross negligence. Unless otherwise extended, Tenant shall permit Landlord, at any time within sixty (60) days prior to the expiration of this Lease, to place upon the Premises any usual or ordinary "For Lease" signs and during such sixty (60) day period, Landlord or its agent may, during normal business hours, enter upon the Premises and exhibit same to prospective tenants.

12.2 Landlord reserves the right, at Landlord's sole cost and expense, to change the location of the Premises and relocate the Tenant within the Innovation Hub to premises substantially similar in area and quality at any time following the date hereof upon the giving of not less than sixty (60) days prior written notice to the Tenant. Upon the relocation of Tenant to the new premises, this Agreement shall be deemed applicable to such new premises, and such new premises shall be deemed to be the Premises, and Landlord and Tenant shall enter into an amendment hereto specifying such changes.

ARTICLE XIII. DAMAGE BY CASUALTY

13.1 Tenant shall give prompt written notice to Landlord of any damage caused to the Premises by fire or other casualty. Such written notice to Landlord under this Lease shall be deemed to have been properly given if sent by certified mail, return receipt requested, and addressed to Landlord's address as set forth above.

13.2 In the event the Premises are damaged or destroyed by fire or other casualty and Landlord does not elect to terminate this Lease as hereinafter provided, Landlord shall, subject to Section 13.3 below, with reasonable diligence, and at its cost and expense, restore the Premises within one hundred and eighty (180) days from the date of the casualty unless delayed by any applicable insurance carrier. If the Innovation Hub is damaged or destroyed by fire or other casualty so as to render untenable more than fifty percent (50%) of the entire Floor Area of such building, then Landlord may elect either to terminate this Lease or proceed to rebuild and repair the Premises. Landlord shall give written notice to Tenant of such election within sixty (60) days after the occurrence of such casualty, and, if it elects to rebuild and repair, shall proceed to do so with reasonable diligence and at its sole cost and expense as set forth herein.

13.3 Notwithstanding any provisions herein to the contrary, Landlord's obligation to rebuild and repair under this Article XIII shall be limited to construction of the Building Shell, normal wear and tear excepted. Further, Landlord shall have no obligation to restore the Premises unless and until insurance proceeds are made available therefore by all mortgagees of Landlord and all insurance companies with policies on the Premises or the Innovation Hub. In such case, if the Landlord for any reason whatsoever fails to commence such restoration and repairs required pursuant to Section 13.2 of this Lease within ninety (90) days from the date when such damage or destruction occurred, or the Landlord fails thereafter to proceed diligently to complete such reconstruction repairs, or fails to complete such restoration within one hundred and eighty (180) days from the date of the fire or other damage or destruction or fails to notify Tenant within sixty (60) days of the date of the casualty of its intent to restore or not restore; then the Tenant, as the sole remedy to Tenant, shall have the option to terminate this Lease by giving the Landlord notice of the Tenant's election to do so within ninety (90) days of the date of the casualty. Upon giving of notice to terminate, this Lease shall automatically terminate and the Tenant and Landlord shall be released from all further obligations under this Lease.

13.4 During any period of reconstruction or repair of the Premises, this Lease shall continue in full force and effect, except that Rent shall be abated for the length of time necessary for the reconstruction or repair by Landlord as provided in Section 13.3, in proportion to the amount of Floor Area of the Premises rendered unusable; provided, however, that such abatement shall not operate to extend the Lease Term. If the damage to the Premises is caused by the negligence or willful misconduct of Tenant or its Permittees, however, no item of Rent shall abate.

13.5 In the event the Lease is terminated pursuant to this Article XIII, Tenant shall prior to such termination or within seven (7) days of receipt insurance funds, whichever occurs first, pay and/or assign to Landlord any insurance proceeds received or to be received by Tenant with respect to damage to Landlord's Work, if any.

ARTICLE XIV. EMINENT DOMAIN

14.1 If the whole or any material part of the Premises or Common Area should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain or by private purchase in lieu thereof, then at the option of either party hereto, this Lease shall be cancelled and both parties shall be relieved of all obligations herein imposed except for those which expressly survive termination. Should this Lease be so terminated, then Tenant shall have no claim against Landlord and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of such involuntary conversion whether brought about by suit or agreement for the cancellation of this Lease or for Tenant's leasehold interest or leasehold improvements; any and all of such amounts shall belong to Landlord, and all rights of Tenant to damages

therefore, if any, are hereby assigned by Tenant to Landlord. Tenant shall, however, have the right to claim and recover from the condemning authority, but not from Landlord, and only to the extent that such recovery by Tenant shall not diminish the amounts recoverable by Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss which Tenant might incur in removing Tenant's merchandise, furniture, trade fixtures, or equipment from the Premises. A "material part" shall be defined as the taking of so much of the Premises or the Common Area the result of which will adversely impact Tenant's business operations.

**ARTICLE XV.
ASSIGNMENT AND SUBLETTING; SALE OF PREMISES**

15.1 Except for Permitted Transfers, Tenant shall not assign, mortgage, pledge, or in any manner transfer this Lease or any estate or interest therein, or sublet the Premises or any part thereof, without the prior written consent of Landlord. Consent by Landlord to one or more assignments, sublettings or other transfers shall not operate as a waiver of Landlord's rights as to any subsequent assignments, sublettings or other transfers. Notwithstanding any assignment, subletting, or other transfer, Tenant shall at all times remain fully responsible and liable for the payment of all Rent and for compliance with all of its other obligations under this Lease. Notwithstanding the foregoing, Tenant may, without obtaining Landlord's consent, assign this Lease or sublease to (1) any entity which is a successor to Tenant either by merger, consolidation or operation of law, (2) a purchaser of all or substantially all of Tenant's assets, or (3) any entity that shall control, be under the control of, or be under common control with Tenant (collectively referred to as "Permitted Transfers").

15.2 If this Lease is assigned to any person or entity pursuant to the provision of the Bankruptcy Code, 11 U.S.C. §101 et. seq., (the "Bankruptcy Code"), any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be held in trust for the benefit of Landlord and be promptly paid or delivered to Landlord.

15.3 Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed, without further act or deed, to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption.

15.4 Landlord may assign its interest in this Lease to a third party without notice or permission, subject to the rights of tenant under this Lease. In the event of the transfer and assignment by Landlord of its interest in this Lease and in the building containing the Premises to any person or entity assuming Landlord's obligations under this Lease, Landlord shall thereby be released from further obligations hereunder, and Tenant shall look solely to the responsibility of such successor-in-interest of the Landlord, provided, however that such transfer and assignment shall not waive any of Tenant's rights or remedies against Landlord, its successors and assigns, for the period prior to such transfer and assignment. Tenant acknowledges that any such assumption by any such successor-in-interest of Landlord is subject to Section 17.4. Any security given by Tenant to secure performance of its obligations hereunder may be assigned and transferred by Landlord to such successor-in-interest of Landlord and Landlord shall thereby be discharged of any further obligation relating thereto if such security is actually received by the successor-in-interest.

15.5 In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence, or omission occurring after the consummation of such sale; and the purchaser at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties hereto or their successors in interest or between the parties hereto and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease, subject to Section 17.4 and, provided, however, that a sale as contemplated herein shall not waive any of Tenant's rights or remedies against Landlord, its successors and assigns, for the period prior to the effective date of such sale.

15.6 In the event of a transfer, assignment, or sale pursuant to Sections 15.5 or 15.6, after the date of such transfer, assignment or sale, Tenant agrees to be bound to attorn to such transferee, assignee, or purchaser as if such transferee, assignee, or purchaser were the original Landlord hereunder.

**ARTICLE XVI.
PROPERTY TAXES**

16.1 Landlord shall pay, or cause to be paid, all Real Estate Taxes which may be lawfully charged, assessed, or imposed; provided, however, that if authorities having jurisdiction assess Real Estate Taxes which Landlord deems excessive, Landlord may defer compliance therewith to the extent permitted by the applicable laws so long as the validity or amount thereof is contested by

Landlord in good faith and so long as Tenant's occupancy of the Premises is not disturbed or threatened.

16.2 Tenant shall pay, as and when due, all taxes which may be lawfully charged, assessed, or imposed upon all trade fixtures, equipment, and other personal property of every type in the Premises, and all license fees which may be lawfully imposed upon the business of Tenant conducted upon the Premises. If any such taxes for which Tenant is liable are levied against Landlord or Landlord's property, and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord that part of such taxes for which Tenant is primarily liable hereunder within thirty (30) days after receiving sufficient documentation from Landlord verifying its payment of such assessment.

ARTICLE XVII. EVENTS OF DEFAULT AND REMEDIES

17.1 Landlord has entered into this Lease upon the condition that Tenant shall punctually and faithfully perform all of Tenant's covenants, conditions, and agreements. Unless specifically provided for in this Lease, Tenant nor Guarantor is not entitled to a notice to cure of any Event of Default. Each of the following events shall be deemed to be an event of default of Tenant hereunder (each of which is sometimes referred to herein as an "Event of Default"):

(a) Failure of Tenant to pay any installment of Rent on the first (1st) day of each month or as otherwise when due herein and such failure continues for a period of five (5) days after Landlord's notification thereof in writing to Tenant;

(b) Failure of Tenant to observe or perform any other covenant, term, or condition set forth in this Lease and such failure continues for a period of thirty (30) days (unless a shorter or longer term is otherwise provided for elsewhere in this Lease) from the date of written notice thereof from Landlord to Tenant (provided that if such failure cannot reasonably be cured within thirty (30) days, such failure shall not be deemed an Event of Default under this subsection if Tenant commences to cure such failure within said thirty (30) days and thereafter pursues with reasonable diligence the curing of such failure until completion);

(c) Tenant shall do or permit to be done anything which creates a lien upon the Premises, except were Tenant in good faith disputes the underlying charges, establishes an escrow for the disputed amount, and pursues with reasonable diligence the resolution of such claim and lien.

(d) Tenant or Guarantor shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or Tenant or Guarantor shall commence any case, proceeding, or other action seeking to have an order for relief entered on its behalf as debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for it or for all or any substantial part of its property;

(e) Any case, proceeding, or other action against the Tenant or Guarantor shall be commenced seeking to have an order for relief entered against it as debtor or to have it adjudicated a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for it or for all or any substantial part of its property and such case, proceeding or other action: (i) results in the entry of an order for relief against it which is not fully stayed within seven (7) business days after the entry thereof; or (ii) shall remain undismitted for a period of thirty (30) days; or

(f) Any other failure or default of Tenant which pursuant to any other provision of this Lease is an Event of Default.

17.2 Upon the occurrence of any of such Events of Default, Landlord shall have the option to pursue anyone or more of the following remedies without any notice or demand whatsoever:

(a) Terminate this Lease or terminate Tenant's rights under this Lease (but not its obligations), and in either event Landlord shall have the right to immediate possession of the Premises and may reenter the Premises, change the locks, and remove all persons and property therefrom using all force necessary for this purpose without being guilty in any manner of trespass or otherwise; and any and all damages to Tenant, or persons holding under Tenant, by reason of such re-entry are hereby expressly waived; and any such termination or re-entry on the part of Landlord shall be without prejudice to any remedy available to Landlord for arrears of Rent, breach of contract, damages, or otherwise, nor shall the termination of this Lease or of Tenant's rights under this Lease by Landlord acting under this subsection be deemed in any manner to relieve Tenant from the obligation to pay the Rent and all other amounts due or to become due as provided in this Lease for and during the entire unexpired portion then remaining of the

Lease Term. In the event of termination of this Lease or of Tenant's rights under this Lease by Landlord as provided in this subsection, Landlord shall relet the Premises upon such terms, conditions, and covenants as are deemed proper by Landlord for the account of Tenant, and in such event, Tenant shall pay to Landlord all costs of repairs to the Premises which are the responsibility of Tenant under this Lease in addition to all brokerage and/or legal fees incurred in connection therewith, and Landlord shall credit Tenant only for such amounts as are actually received from such reletting during the then remaining Lease Term. Subject to Landlord's duty to mitigate, Tenant covenants and agrees to pay as damages to Landlord, upon any such termination by Landlord of this Lease or of Tenant's rights under this Lease, such sum as at the time of such termination equals the amount of the excess, if any, of the then present value of all the Rent which would have been due and payable hereunder during the remainder of the full Lease Term (had Tenant kept and performed all agreements and covenants of Tenant set forth in this Lease) over and above the then present rental value of the Premises for said remainder of the Lease Term. For purposes of present value calculations, Landlord and Tenant stipulate and agree to a discount rate of six percent (6%) per annum.

(b) Should Tenant fail to timely pay rent on the first (1st) day of the month, then Landlord may provide a notice to vacate and/or notice of possession to Tenant on any day thereafter, irrespective of any cure period or delay in late fees being assessed.

(c) Without terminating this Lease, enter upon the Premises, by force if necessary, and without being guilty in any manner of trespass or otherwise and without liability for any damage to Tenant or persons holding under Tenant by reason of such re-entry, all of which are hereby expressly waived, and do or perform whatever Tenant is obligated hereunder to do or perform under the terms of this Lease; and Tenant shall reimburse Landlord on demand for any expenses or other sums which Landlord may incur or expend (plus fifteen percent (15%) thereof to cover Landlord's overhead and administrative costs), pursuant to this subsection (b), and Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise; provided, however, nothing in this subsection shall be deemed an obligation or undertaking by Landlord to remedy any such defaults of Tenant.

(d) Pursuit of any of the foregoing remedies by Landlord shall not preclude pursuit of any other remedies herein provided Landlord or any other remedies provided by law, nor shall pursuit of any of the other remedies herein provided constitute a forfeiture or waiver of any Rent due Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions, and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default.

(e) Landlord shall not be liable, nor shall Tenant's or Guarantor's obligations hereunder be diminished, because of Landlord's failure to relet the Premises or collect rent due with respect to such reletting. In no event shall Tenant be entitled to any excess rents received by Landlord. Landlord shall use reasonable efforts to relet the Premises on such terms and conditions as Landlord in its good faith judgment may determine (including without limitation a term different than the Term, rental concessions, alterations and repair of the Premises).

(f) Landlord may restrain or enjoin any breach or threatened breach of any covenant, duty or obligation of Tenant herein. The remedies of Landlord hereunder shall be deemed cumulative and not exclusive of each other.

(g) If on account of any breach or default by Tenant or Guarantor in its obligations hereunder, beyond any applicable notice or cure period, Landlord shall employ an attorney to present, enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorney's fees incurred by Landlord in such connection.

(h) Landlord shall be in default hereunder only if Landlord has failed, within thirty (30) days from the receipt by Landlord of written notice from Tenant of any alleged default by Landlord, to cure such default, unless such default is of a nature cannot reasonably be cured within thirty (30) days, such failure shall not be deemed an Event of Default under this subsection if Landlord commences to cure such failure within said thirty (30) days and thereafter pursues with reasonable diligence the cure of any alleged default of Landlord hereunder. In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages or a suit for specific performance (Tenant hereby waiving the benefit of any laws granting Tenant a lien upon the property of Landlord and/or upon Rent due to Landlord or the right to terminate this Lease).

(i) Notwithstanding anything to the contrary herein, in the event Tenant was given any type of monetary concession as incentive by Landlord for Tenant to enter into the Lease, including but not limited to any free or discounted rent, should Tenant monetarily default under the Lease, then such concessions shall be deemed forfeited and void *ab initio*, and Tenant shall be responsible for the full amount of the Minimum Rent as if no concessions had been provided.

17.3 If Landlord defaults under this Lease and, as a consequence of the default, Tenant recovers a money judgment against Landlord and/or any of the Landlord Related Parties, the judgment shall be satisfied only out of, and Tenant hereby agrees to look solely to, the interest of Landlord and/or any of the Landlord Related Parties in the Innovation Hub as the same may then be

encumbered, and neither Landlord nor any Landlord Related Parties shall otherwise be liable for any deficiency. In no event shall Tenant have the right to levy execution against any property of Landlord other than its interest in the Innovation Hub. Under no circumstances whatsoever shall Landlord or any Landlord Related Party ever be liable hereunder in any capacity for indirect, consequential, or special damages. This Section shall not limit any right of Tenant to obtain specific performances of Landlord's obligations hereunder.

**ARTICLE XVIII.
LANDLORD'S LIEN, SECURITY AGREEMENT AND ATTORNEY'S FEE**

18.1 TO SECURE THE PAYMENT OF ALL RENT AND THE PERFORMANCE OF ALL OTHER OBLIGATIONS OF TENANT HEREUNDER, IN ADDITION TO THE STATUTORY LANDLORD'S LIEN, TENANT HEREBY GRANTS TO LANDLORD AN EXPRESS FIRST AND PRIOR CONTRACTUAL LIEN AND A SECURITY INTEREST, AS THAT TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE IN WHICH THE INNOVATION HUB IS LOCATED, IN ALL GOOD, INVENTORY, EQUIPMENT, TRADE FIXTURES, FURNITURE AND OTHER PERSONAL PROPERTY WHICH ARE NOW OR HEREAFTER LOCATED ON OR WITHIN THE PREMISES, INCLUDING ALL PROCEEDS THEREOF, AND SUCH PROPERTY SHALL NOT BE REMOVED WITHOUT THE CONSENT OF THE LANDLORD UNTIL ALL ARREARAGES IN RENT AS WELL AS ANY AND ALL OTHER SUMS OF MONEY THEN DUE TO LANDLORD OR TO BECOME DUE TO LANDLORD HEREUNDER SHALL FIRST HAVE BEEN PAID AND DISCHARGED AND ALL THE COVENANTS, AGREEMENTS AND CONDITIONS HEREOF HAVE BEEN FULLY COMPLIED WITH AND PERFORMED BY TENANT. All lawful exemptions of such property or any part thereof are hereby waived by Tenant and such security interest shall be in addition to any statutory lien provided to landlords under the laws of the State in which the Innovation Hub is located. This Lease shall constitute a security agreement, as that term is defined in the Uniform Commercial Code as adopted in the State in which the Innovation Hub is located. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein, enter upon the Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the Premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase unless otherwise prohibited by law. Tenant acknowledges that ten (10) days written notice of a sale under this security agreement shall be reasonable notice. Tenant, upon demand, shall execute and return to Landlord any financing statement or other document necessary to perfect the security interest granted herein, and Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact to execute and file any such financing statement or other document. Such power of attorney is coupled with an interest. Tenant agrees that Landlord may file a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in force in the State of Indiana.

18.2 Landlord agrees, one time during the Lease Term, to execute an agreement subordinating the security interest granted in Section 18.1 to that of a lender of Tenant provided that:

- (a) Such lender is not affiliated with Tenant or any Guarantor;
- (b) There is no Event of Default in existence at that time;
- (c) Tenant discloses to Landlord the amount and terms of such lender's loan to Tenant; and

(d) Such subordination agreement is in form reasonably acceptable to Landlord which, without limitation, shall mean that Landlord's subordination shall be expressly conditioned upon the lender agreeing to: (i) provide Landlord written notice of any default by Tenant under such loan; (ii) remove all collateral from the Premises and repairing any damage to the Premises; and (iii) indemnifying and holding harmless Landlord from any costs, losses, damages, or expenses incurred in connection with such removal. Such removal by the lender to occur within twenty (20) days of receipt by the lender of written notice from Landlord of an Event of Default.

18.3 In the event Tenant defaults in the performance of any of the terms, covenants, agreements, or conditions contained in this Lease, and Landlord places the enforcement of this Lease, or any part thereof, or the collection of any Rent due or to become due hereunder, or recovery of possession of the Premises in the hands of an attorney, or files suit upon the same, Tenant agrees to pay to Landlord all costs of suit and/or other enforcement of Landlord's rights hereunder, including court costs and reasonable attorney's fees (which Tenant stipulates to be not less than ten percent (10%) of all Rent then due hereunder).

**ARTICLE XIX.
SURRENDER AND HOLDING OVER**

19.1 On the last day of the Lease Term, or upon the earlier termination of this Lease, Tenant shall peaceably and quietly leave, surrender, and yield to Landlord the Premises, free of all claims, broom-clean, and in substantially similar condition to the condition that existed as of the Commencement Date (subject to Articles XIII and XIV), except for normal wear and tear consistent with Tenant's Permitted Use, casualty and/or condemnation. Prior to surrender of the Premises to Landlord, Tenant, at its sole cost and expense, shall remove all liens and other encumbrances that have resulted from the acts or omissions of Tenant.

19.2 In the event Tenant remains in possession of the Premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed to be occupying the Premises as a tenant at will at a per diem Minimum Rent equal to the monthly Minimum Rent plus fifty percent (50%) applicable hereunder during the last month of the Lease Term and otherwise subject to all the conditions, provisions, and obligations of this Lease insofar as the same are applicable to a tenancy at will. Tenant shall indemnify and hold harmless Landlord from all claims, causes of action, reasonable costs, losses, damages, and reasonable attorney's fees incurred by Landlord as a result of such holdover.

**ARTICLE XX.
FINANCING: SUBORDINATION**

20.1 Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust, or other lien now or hereafter existing upon the Premises or the Innovation Hub and any and all renewals, modifications, and extensions thereof. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust, or other lien now or hereafter placed upon the Premises or the Innovation Hub, and Tenant shall upon demand execute such further instruments subordinating this Lease as Landlord may request, provided such subordination shall be upon the express condition that this Lease shall be recognized by the mortgagee and that the rights of Tenant shall remain in full force and effect during the Lease Term so long as Tenant shall continue to perform all the covenants and conditions of this Lease. At any time and from time to time, upon not less than thirty (30) days' prior notice by Landlord, Tenant shall execute, acknowledge, and deliver to Landlord a statement of the Tenant in writing certifying that this Lease is in full force and effect (or if there have been modifications hereto, that the same is in full force and effect as modified and stating the modifications), and the dates to which the Rent has been paid in advance, if any, stating whether or not, to the best knowledge of Tenant, Landlord is in default in the keeping, observance, or performance of any covenant, agreement, term, provision, or condition contained in this Lease and, if so, specifying each such default of which Tenant may have knowledge and stating such other matters as Landlord shall reasonably request, it being intended that such statement may be relied upon by Landlord and any prospective purchaser, lessee, mortgagee, or assignee of any mortgage of the Innovation Hub or of the Landlord's interest therein. The foregoing subordination is conditioned upon any current or future mortgage holder or mortgagee in possession agreement to not to disturb Tenant's occupancy of the Premises so long as Tenant is not in default under this Lease beyond any applicable notice and cure period.

**ARTICLE XXI.
NOTICES**

21.1 All notices or requests provided for herein must be in writing and must be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postpaid, and registered or certified with return receipt requested, (b) delivered in person to the intended addressee, or (c) sent by nationally recognized overnight courier (e.g. Fedex or UPS). All notices to be sent to either of the parties shall be sent to the addresses for notice set out in the Basic Lease Provisions, as applicable, or at any other address subsequently specified in writing by the parties hereto in accordance with the foregoing notice procedure. Notice mailed shall become effective three (3) business days after deposit.

21.2 If and when included within the term "Landlord," as used in this instrument, there are more than one person, firm, or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying an individual at a specific address for the receipt of notices and payments to Landlord which shall be the address and name set out in the Basic Lease Provisions until such time as notice of any change is provided. If and when included within the term "Tenant", as used in this instrument, there are more than one person, firm, or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying an individual at a specific address for the receipt of notices and payments to Tenant which shall be the name and address set out for Tenant in the Basic Lease Provisions until such time as notice of any change is provided. All parties included within the terms "Landlord" and "Tenant," respectively, shall be bound by notices given in accordance with the provisions of this Article to the same effect as if each had received such notice.

**ARTICLE XXII.
MISCELLANEOUS**

22.1 Whenever herein the singular number is used, the same shall include the plural, and the neuter gender shall include

the feminine and masculine genders. Unless otherwise specifically provided, the phrase "on demand" shall mean within ten (10) days of written demand. Unless otherwise specifically provided, any consent or approval by Landlord required hereunder may be withheld by Landlord in its sole discretion.

22.2 Tenant shall not record this Lease. Any such recordation shall constitute an Event of Default hereunder. If, however, Landlord shall so request, Tenant shall execute and deliver a recordable short form lease as provided by Landlord reciting the exact Commencement Date and Termination Date of this Lease, and such other provisions of this Lease as Landlord may include.

22.3 All obligations of Landlord and Tenant under the terms of this Lease shall be payable in Indiana, Marion County, Indiana, and performable in the County in which the Premises is located. The laws of the State of Indiana shall govern the interpretation, validity, performance, and enforcement of this Lease. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the Lease Term, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and the parties hereby declare that this Lease would have been entered into without such unenforceable portion.

22.4 This Lease may not be altered, changed, or amended except by instrument in writing signed by both parties hereto. The terms, provisions, covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective successors, legal representatives, and assigns subject to Article XV.

22.5 The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

22.6 One or more waivers of any covenant, term, or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent or similar act.

22.7 Whenever a period of time is herein prescribed for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to Force Majeure.

22.8 Time is of the essence with respect to Tenant's obligations under this Lease.

22.9 All unpaid Rent beyond applicable cure periods shall bear interest from the date due until paid at the lesser of twelve percent (12%) per annum or the highest nonusurious rate allowed by applicable law. Interest due hereunder shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount shall be credited to Rent due or to become due, or if Rent for the entire Term has been paid in full, refunded.

22.10 The voluntary or other surrender of this Lease by Tenant or a mutual cancellation hereof shall not work a merger and shall, at Landlord's option, terminate all or any existing subleases or subtenancies, or may, at Landlord's option, operate as an assignment to it of Tenant's interest in any or all such subleases or subtenancies.

22.11 Tenant warrants and represents that, (i) all financial statements, operating statements, or other financial data at any time given to Landlord by or on behalf of Tenant are, or will be, as of their respective dates, true and correct in all material respects and do not (or will not) omit any material liability, direct or contingent; and (ii) there have been no material changes in any such financial statements, operating statements, or other financial data given to Landlord by or on behalf of Tenant prior to the Effective Date of this Lease between the respective dates thereof and the Effective Date of this Lease. A breach of any of the foregoing warranties and representations shall, at the election of Landlord, be deemed an Event of Default under Section 17.1 of this Lease.

22.12 Tenant specifically acknowledges that Landlord has no duty to provide security for any portion of the Innovation Hub, including without limitation the Premises and the Common Area, and Tenant has assumed sole responsibility and liability for the security of itself, its Permittees and their respective property, in, on or about the Innovation Hub, including without limitation the Premises and the Common Area. Notwithstanding anything herein to the contrary, Tenant expressly acknowledges and agrees that to the extent Landlord elects to provide any security, Landlord is not warranting the efficacy of any such security personnel, services, procedures, or equipment, and that Tenant is not relying and shall not hereafter rely on any such personnel, services, procedures, or equipment. Landlord shall not be responsible or liable in any manner for failure of any such security personnel, services, procedures, or equipment to prevent or control, or apprehend anyone suspected of, personal injury or property damage in, on or around the Innovation Hub.

22.13 This Lease contains the entire agreement of the parties hereto and supersedes all prior oral or written and
Lease Page 16

contemporaneous oral agreements of the parties hereto, their agents, affiliates, or employees. Tenant warrants and represents to Landlord that there are no such prior or contemporaneous oral or written agreements or representations upon which Tenant is relying in entering this Lease. Tenant acknowledges that Landlord is relying upon the foregoing representation and warranty of Tenant in entering this Lease. Tenant specifically waives any applicable law which purports to supersede the foregoing.

22.14 In the event that Landlord shall make any expenditures for which Tenant is responsible or which Tenant should make, then the amount thereof may at the Landlord's election, be added to and be deemed a part of the installment of Rent next falling due.

22.15 Except as otherwise provided for in the Lease, in no event shall Landlord or Tenant be liable to each other or any other party on account of any claims for any consequential damages or any punitive damages.

22.16 All parking within the Innovation Hub shall be common unless Landlord, in its sole election, designates parking for the Innovation Hub in order to improve the peaceable enjoyment by all Tenants of their respective premises. In the event of such election by Landlord, Tenant agrees that all its employees and invitees shall use only those parking areas designated by Landlord for Tenant's use.

22.17 The obligations of Tenant to pay Rent and to perform the other undertakings of Tenant hereunder constitute independent unconditional obligations to be performed at the times specified hereunder, regardless of any breach or default by Landlord hereunder. Tenant shall have no right, and Tenant hereby waives and relinquishes all rights which Tenant might otherwise have, to withhold, deduct from or offset against any Rent or other sums to be paid to Landlord by Tenant.

22.18 If applicable in the jurisdiction where the Premises are situated, Tenant shall pay and be liable for all rental, sales, and use taxes or other similar taxes, if any, levied or imposed by any City, State, County or other governmental body having authority, such payments to be in addition to all other payments by Tenant under the terms of this Lease. Any such payments shall be paid concurrently with the payment of the Rent upon which the tax is based as set forth above.

22.19 Except as provided in writing to Landlord, Tenant hereby warrants and represents to Landlord that it has not incurred or authorized any brokerage commission, finder's fees, or similar payments in connection with this Lease, and agrees to defend, indemnify and hold Landlord harmless from and against any claim for brokerage commission, finder's fees, or similar payment arising by virtue of authorization of Tenant, or any affiliate of Tenant, in connection with this Lease.

22.20 As used in this Lease, the symbol "\$" shall mean United States dollars, the lawful currency of the United States.

22.21 Tenant warrants and represents to Landlord that (a) Tenant is duly organized, legally existing, and in good standing in the State of its formation; (b) Tenant has full right and authority to execute, deliver and perform this Lease; (c) the person executing this Lease on behalf of Tenant was authorized to do so.

22.22 All Exhibits and written addenda hereto are incorporated herein for any and all purposes.

22.23 This Lease may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

22.24 In order to induce Landlord to enter into this Lease, Guarantor hereby agrees that Guarantor shall be fully liable for the Tenant's obligations under this Lease, including but not limited to payment of Rent, Proportionate Share of Operating Expenses and other amounts due and payable under this Lease. This Lease shall become effective only upon the full execution and delivery by all parties of this Lease and an originally signed Guaranty of Lease in the form attached hereto as **Exhibit "E"**.

22.25 Landlord and Tenant intend to enter into this Lease with written signatures, however, either Landlord or Tenant may enter into this Lease with electronic signatures, including but not limited to DocuSign, and hereby consent to entering into this Lease with electronic signatures. Landlord and Tenant hereby agree that the electronic signature of such a party to this Lease shall be as valid as an original handwritten signature of such party to this Lease and shall be effective to bind such party to this Lease. Landlord and Tenant agree that this Lease, as signed by the parties with electronic signatures, shall be deemed (i) to be "written" or "in writing," (ii) to have been signed by the parties to the same extent as if signed by the parties with original handwritten signatures, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files, even though containing electronic signatures. Such paper copies or "printouts" of this Lease as signed with electronic signatures, if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records containing original handwritten signatures and created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of this Lease as signed by the parties with electronic signatures on the basis of the best evidence rule or as not satisfying the business

records exception to the hearsay rule. For purposes hereof, "electronic signature" means an electronic symbol or process attached to or logically associated with a contract or other record intended to serve as a manual signature.

ARTICLE XXIII. DEFINITIONS

As used in this Lease, the following terms have the meanings set forth below:

23.1 **Building Shell:** The concrete floor, the roof, the roof deck and exterior walls (exclusive of building exterior, windows, and exterior doors) which enclose the Premises, and no other improvements.

23.2 **Base Year** shall mean the calendar year ending December 31, 2020.

23.3 **Common Area:** All portions of the Innovation Hub which Landlord may from time to time make available for the general, non-exclusive use, convenience, and benefit of Tenant, other tenants, and their Permittees. The Common Areas shall include without limitation the following, to the extent same are made available to serve more than one occupant: parking areas, traffic lanes, traffic control facilities, entrances and exits from and to public streets, sidewalks, landscaping, curbs, private streets and alleys, lighting facilities, Utility Facilities, service hallways, fire corridors, restrooms, drinking fountains, truck ramps, and loading facilities and docks, as the same may exist from time to time. Such shall also include such area of the Innovation Hub that may not be necessarily owned by Landlord, but which is used by the tenants under an access or similar type agreement. Landlord has to right to enter into use and access agreements for the use of the Common Areas.

23.4 **Commencement Date:** The date set forth in Section 1.1(i) of the Lease. If the Premises is not available for immediate occupancy by Tenant, unless otherwise agreed to, Landlord shall provide no less than thirty (30) days and no more than one-hundred twenty (120) days' notice of when possession of the Premises will be delivered to Tenant. In the event possession of the Premises is not delivered to Tenant with Substantial Completion of Landlord's Work as set forth in Section 1.1(m), then the Tenant has the option to terminate the Lease and receive a refund of funds deposited with Landlord.

23.5 **Floor Area:** The actual number of square feet of floor space on all levels or floors contained within the Premises at the time of determination thereof including the area occupied by walls, columns, or other interior construction and equipment within the exterior face of the exterior walls of a space (except party walls, as to which the Innovation Hub line instead of the exterior face shall be used).

23.6 **Force Majeure:** Acts of God, unanticipated adverse weather, strikes, riots, shortages of labor, or materials, war, governmental laws, regulations, or restrictions, or other causes beyond the control of the applicable party hereto.

23.7 **Gross Leasable Area:** The aggregate area of Floor Area (measured in square feet) in the Innovation Hub, including the Premises. Gross Leasable Area will be determined by Landlord.

23.8 **Guarantor:** The party named as "Guarantor", its successors, legal representatives, and/or assigns.

23.9 **Guaranty of Lease:** That certain Guaranty of Lease attached hereto as **Exhibit "E"** and made a part hereof.

23.10 **Instrumentality.** "Instrumentality" shall mean by, through or of the Tenant including (i) the Tenant itself, (ii) any contractor of Tenant, (iii) the employees of the Tenant or of any contractor of Tenant (including laborers and material men), (iv) any person or party (collectively, a "party") that the Tenant or any contractor of Tenant controls or exercises control over, (v) any invitee or licensee of Tenant, (vi) subtenants or assigns of Tenant (Landlord's consent not being waived), and (vii) as to each of the parties listed in (i) - (vi) the following parties: each of such party's respective partners, partners of their partners, and any successors, assigns, heirs, personal representatives, devisees, agents, stockholders, members, owners, officers, directors, employees, managers and affiliates of any of the parties listed in (i) - (vi).

23.11 **Landlord:** The party named as "Landlord", its successors, legal representatives, and/or assigns.

23.12 **Landlord's Work:** The work, if any, to be performed by Landlord pursuant to **Exhibit "B"** if attached hereto.

23.13 **Landlord Related Parties:** The Landlord, its successors, legal representatives, and assigns, and all affiliates, directors, officers, shareholders, partners, members, contractors, employees, and agents.

23.14 **Lease Year:** A calendar year during the Lease Term; except that if the Commencement Date occurs on a date other

than January 1, the first Lease Year shall commence on the Commencement Date and end on December 31 of the year in which the Commencement Date occurs, and if the Lease term expires on a date other than December 31, the last Lease Year shall expire on the date of expiration of the Lease Term.

23.15 Load Factor: Is set at seventeen percent (17%) as the specified share of interior common areas in the Innovation Hub including but not limited to, restrooms, lobbies, and common hallways as determined by the Landlord.

23.16 Innovation Hub: The tract of land described on **Exhibit "A-1"** attached hereto and made a part hereof, the building located thereon which contains the Premises, and any further improvements to such land, as they may from time to time be constituted.

23.17 Minimum Rent: The amount of rent paid by Tenant to Landlord as set forth in Section 1.1(h) of this Agreement. The Minimum Rent shall include such sums as determined by Landlord based upon the Load Factor.

23.18 Net Leasable Area: The aggregate area of Floor Area (measured in square feet) in the Innovation Hub, including the Premises, but excluding the Common Area. Net Leasable Area will be determined by Landlord.

23.19 Operating Expenses: All expenses, costs, and disbursements (but not replacement of capital investment items) of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership and operation of the Innovation Hub which are not being billed out on a prorata basis or through sub-metering of utilities to the tenants, including, but not limited to the following:

- (a) Wages and salaries of all employees, except the principals of Landlord, engaged in operation and maintenance of the Innovation Hub; employer's social security taxes, unemployment taxes or insurance, and any other taxes or insurance, and any other which may be levied on such wages and salaries; the cost of disability and hospitalization insurance and pension or retirement benefits for such employees;
- (b) Property Management fees paid to a third-party property manager which shall not exceed 4% of the gross rents received by Landlord relating to the Innovation Hub;
- (c) Any fees charged by the Commercial Association;
- (d) All supplies and materials used in operation and maintenance of the Innovation Hub and equipment;
- (e) Cost of water, sewer, storm drainage fees and electric, gas, telephone, data lines, cable, heating, lighting, air-conditioning and ventilating the Common Areas exclusive of the Premises;
- (f) Cost of all janitorial service, maintenance, and service agreements on equipment, landscape maintenance, including alarm service, window cleaning, and elevator maintenance;
- (g) Unless specifically excluded in this Lease or modified under Section 3.2 above, the cost of casualty and liability insurance applicable to the Innovation Hub, and Landlord's personal property used in connection therewith;
- (h) Unless specifically excluded in this Lease or modified under Section 3.2 above, all taxes and assessments and governmental charges, including property taxes, whether federal, state, county, or municipal and whether they be by taxing districts or authorities presently taxing the Leased Premises or by others, subsequently created or otherwise, and any other taxes and assessments attributable to the Innovation Hub or its operation excluding, however, federal and state taxes on income;
- (i) Costs of repairs and general maintenance (excluding alterations attributable solely to tenants of the Innovation Hub other than Tenant);
- (j) Amortization of the cost of installation of capital investment items which are primarily for the purpose of reducing operating costs. All such costs shall be amortized over the reasonable life of the capital investment items by an additional charge to be added to rent and paid by Tenant as additional rent, with the reasonable life and amortization schedule being determined in accordance with generally accepted accounting principles and in no event to extend beyond the reasonable life of the Innovation Hub. In the case of installations for the purpose of reducing operating costs, Landlord shall provide a cost justification for its practicality; and
- (k) Landlord's central accounting costs applicable to the Innovation Hub.

Notwithstanding anything to the contrary, Operating Expenses do not include: (i) any taxes separately billed to Tenant pursuant

to Article 16 or included in Rent; (ii) payments of principal and interest on any mortgages; (iii) leasing commissions; (iv) costs of preparing, improving or altering any space in preparation for occupancy of any new or renewal tenant; (v) the costs of special services and utilities separately paid by particular tenants of the Building; (vi) costs which are reimbursed to Landlord by insurers or by governmental authorities in eminent domain proceedings; (vii) costs of any equipment, services or utilities which are provided solely to one or more tenants of the Building; (viii) ground rent or other rental payments made under any ground lease or underlying lease, except to the extent that the same are for real estate taxes, insurance premiums or the like; (ix) salaries, wages, or other compensation paid to officers or executives of Landlord; (x) salaries, wages, or other compensation or benefits paid to off-site employees or other employees of Landlord who are not assigned to the operation, management, maintenance, or repair of the Building; (xi) costs associated with the leasing of the Building; (xii) any fines or penalties incurred due to the violation by Landlord of any governmental rule or authority, unless such violation has been caused by Tenant; (xiii) costs incurred in connection with the sale, financing, refinancing, mortgaging, selling or change of ownership of the Building.

23.20 Permittees: Partners, officers, directors, employees, agents, contractors, customers, visitors, invitees, licensees, subtenants, and concessionaires of Landlord, Tenant, or any occupant of the Innovation Hub.

23.21 Premises: That certain Premises within the Innovation Hub with the approximate Rentable Square Feet as set forth above in Section 1.1(e) which is being leased by Landlord to Tenant herein.

23.22 Ready for Occupancy: If Section 2.5(a) is selected, Ready for Occupancy shall be deemed to occur on the Effective Date of this Lease, subject to Section 2.8. If Section 2.5(b) is selected, Ready for Occupancy upon completion of Landlord's Work and all inspections by Tenant are complete as provided for in Section 2.5(b) and receipt by Landlord of an occupancy permit for the Premises.

23.23 Real Estate Taxes: All real estate taxes, levies, charges, assessments, improvements or benefits, water, sewer or other rents, occupancy taxes, and other governmental impositions and charges of every kind and nature whatsoever, whether general or special, foreseen or unforeseen (including all interest and penalties thereon unless the same result from Landlord's negligence), which at any time during the Lease Term may be levied, assessed, imposed, become due and payable or create liens upon, or arise in connection with the use, occupancy, or possession of the Innovation Hub, but excluding any charge, such as a water meter charge and the sewer rent or service charge based thereon, which is measured by the consumption of the actual user of such item or service and for which a separate charge is made to tenants or other occupants of the Innovation Hub. Landlord may, at its option, avail itself of the benefit of the provisions of any statute or ordinance permitting any assessment for public betterments or improvements to be paid over a period of time and, if Landlord so elects, Real Estate Taxes shall include only the current annual installment of any such assessment and the interest on unpaid (but not delinquent) installments. A tax bill or copy thereof submitted by Landlord to Tenant shall be conclusive evidence of the amount of the Real Estate Taxes or installment thereof. Real Estate Taxes shall not include any inheritance, estate, succession, transfer, gift, franchise, corporation, income, or profit tax or capital levy that is or may be imposed upon Landlord; provided, however, that if at any time during the Lease Term the methods of taxation prevailing on the Effective Date of this Lease shall be altered so that in lieu of or as a substitute for the whole or any part of the Real Estate Taxes then levied, assessed, or imposed on real estate there shall be levied, assessed, or imposed (i) a tax on the rents received from such real estate, or (ii) a license fee measured by the rents received or receivable by Landlord from the Innovation Hub or any portion thereof.

23.24 Rent or Rental: All monetary obligations of any kind or character of Tenant to Landlord under the terms of this Lease.

23.25 Rentable Square Feet: Shall be the square footage within the tenant's leased space as increased by the common area Load Factor.

23.26 Substantially Completed: Completion of Landlord's Work to the extent that only minor construction details, which would not materially interfere with Tenant's use and enjoyment of the Premises, require completion or correction and Tenant's inspection of the Landlord's Work have been completed as provided for in Section 2.5(b).

23.27 Tenant: The tenant named herein (its permitted successors, legal representative and assigns (subject to Article XV) which is sub-lessee to TWIN AIRE INNOVATION HUB Sponsor LLC (Landlord hereunder) who is the tenant under the Master Lease. Sub-Lessee named as "Tenant".

23.28 Utility Facilities: The network of pipes, lines, conduits, wires, and other interconnecting facilities within the Innovation Hub through which heat, air conditioning, water, sewage, storm drainage, telephone, communications, electricity, gas, and other utility services utilized by any occupant in the Innovation Hub are received, transmitted, or discharged.

[Remainder of Page Intentionally Blank. Signatures on the following page(s).]

EXECUTED by Tenant the _____ day of _____, 2020.

TENANT:

_____,
a _____

By: _____

Printed name: _____

Title: _____

EXECUTED by Landlord the _____ day of _____, 2020.

LANDLORD:

TWIN AIRE INNOVATION HUB SPONSOR LLC,
a Indiana limited liability company

By: _____

Printed name: _____

Duly Authorized Agent

EXECUTED by Guarantor the _____ day of _____, 2020.

GUARANTOR:

By: _____

Printed name: _____

ADDENDUM "1" TO LEASE AGREEMENT
(ADDRESS; Indianapolis, Indiana _____)

This Addendum "1" to Lease Agreement (the "Addendum") is entered by and TWIN AIRE INNOVATION HUB Sponsor LLC, a Indiana limited liability company ("Landlord") and _____ ("Tenant") and is attached to and made a part of that certain Lease Agreement entered into between Landlord and Tenant for the Premises effective _____, 20____ ("Lease"). This Addendum and the Lease together shall comprise the agreement between Landlord and Tenant, provided, however, that in the event of any conflict between the terms and provisions of the Lease and this Addendum, the terms and provisions of this Addendum shall control. All capitalized terms used in this Addendum shall have the same definition as set forth in the Lease, unless otherwise specified herein. This Addendum is to be effective on the same date as the Effective Date of the Lease.

WHEREAS, the Innovation Hub is a collaborative effort between Landlord and **SERVICE PROVIDER**, Inc., ("**SPIN**"), who occupies space within the Marker Hub;

WHEREAS, SPIN, its partner members and its general membership, have partnered to (i) spur economic growth in the skilled trades and construction industry; (ii) provide STEM education and skilled trades training for youth; (iii) provide opportunities to upskill adults to prepare them for livable wage jobs; and (iv) create a fertile ground for the growth of more jobs opportunities for those individuals. This is done through the unique collaborative partnership that SPIN has created, together with the Innovation Hub incubator and workforce training center; and

WHEREAS, as a tenant in the Innovation Hub, Tenant agrees to be a "partner member" with SPIN.

NOW THEREFORE, for the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following amendments and/or additions to the Lease.

1. As a tenant in the Innovation Hub, Tenant is deemed to be, and hereby agrees to be a "partner member" of the SPIN skilled trades incubator, and will enjoy the benefits of such membership and commit its best efforts to work with SPIN in helping to fulfill the mission of the Innovation Hub. By being a partner member of the SPIN skilled trades incubator member, Tenant is and shall be actively contributing to the success of the incubator in preparing low and moderate income individuals through job training overcoming the skills gap with the benefit of being able to hire trained individuals for positions in Tenant's company/business.

2. As a partner member and Tenant of the Innovation Hub and workforce training center, Tenant agrees to: (i) make all reasonable efforts to hire individuals from the surrounding community; make all reasonable efforts to participate in hiring through SPIN job training programs targeting at-risk youth and re-entry populations; (iii) agree to make all reasonable efforts to meet pre-agreed wage and diversity goals; (iv) share pre-agreed to staffing and financial metrics; (v) participate in facility wide events including market place open house events; (vi) mentorship, youth stem awareness, and job fairs; (vii) allow use of pre-agreed collateral including company details for marketing and reporting purposes; and (viii) make best efforts to patriciate in providing skill apprenticeship opportunities and other workforce development opportunities for the low and moderate income clients of SPIN.

3. As a partner member and Tenant of the Innovation Hub incubator and workforce training center, SPIN will provide support for your company to help Landlord and the Innovation Hub be on a strong path for growth and expansion. This support will include the following: (i) free access to monthly SPIN innovation and manufacturing events; access to shared conference rooms (with schedule), flex space use for special events, conference and parties based on availability, (ii) technical support from SPIN staff and assistance on the following technical topics: welding, machining, woodworking, digital fabrication, and access to free slots reserved for partner members to SPIN training classes (on a first come first serve basis), (iii) optional inclusion in SPIN's Innovation Hub Tenant portfolio for increased visibility with public and partnering organizations, and (iv) 10% discount on other SPIN use membership options and other fee schedules.

4. Tenant's obligations are limited to best efforts in promoting the purposes of the Innovation Hub as set forth herein, and Tenant shall in no way be liable to Landlord or any other party in the event the purposes of the Innovation Hub are unsatisfied. The term "partner member" shall not be interpreted to mean a legal, actual or de facto partnership between Tenant and Landlord or SPIN, but is instead, to mean that Tenant is using best efforts to work with Landlord and SPIN to fulfill the mission and goals of the Innovation Hub in providing improved employment possibilities.

5. In addition to the above, Tenant agrees to timely respond to and provide a report to Landlord on new-hires, which shall include, among other items, the position and salary and/or hourly wage amount and address of such new-hire, and Landlord agrees to keep such information confidential (except as required by any lender, grant provider or other agency) and Landlord shall not contact or communicate with such new-hire regarding any information contained in such report.

6. Except as modified by this Addendum, all remaining provisions of the Lease shall remain in force, and the parties are entitled to the rights and bound to the obligations contained in the Lease upon execution.

[Signatures on following page.]

Signature page to Addendum 1

LANDLORD:

TWIN AIRE INNOVATION HUB SPONSOR LLC,
a Indiana limited liability company

By: _____

Printed Name: _____

Title: _____

TENANT:

a _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SITE PLAN

EXHIBIT "A-1"
LEGAL DESCRIPTION

Condominium Unit B, of TWIN AIRE INNOVATION HUB, a Condominium Project situated in MARION County, Indiana, according to the Declaration of Condominium and Plats and Exhibits attached thereto of record under XXXXXXX, of the Condominium Records of MARION County, Indiana, together with an undivided interest in the common elements thereof, together with the limited common elements appurtenant thereto.

EXHIBIT "B"

TO LEASE AGREEMENT BY AND BETWEEN
TWIN AIRE INNOVATION HUB SPONSOR LLC
("LANDLORD") AND

_____ ("**TENANT**")

CONSTRUCTION RIDER

[Landlord Construction]

This Construction Rider is attached to and forms a part of that certain Lease Agreement (the "Lease") date _____, 2020, between TWIN AIRE INNOVATION HUB SPONSOR LLC, as "Landlord" and _____, as "Tenant".

Section 1.01 The Premises will be erected by Landlord substantially in accordance with mutually agreeable plans and specifications (the "Plans") which shall be based upon **Exhibit "B-1,"** ("Landlord's Work") attached hereto and made a part hereof and at Landlord's sole cost. If at the time of execution of the Lease, Landlord and Tenant have not agreed upon the Plans, Landlord shall within thirty (30) days hereafter prepare and submit to Tenant for Tenant's approval the Plans proposed by Landlord. Tenant shall cause the submitted Plans to be examined and reviewed and shall submit suggested modifications and revisions, if any, to Landlord within ten (10) days from the date Landlord submits such original Plans to Tenant. If Landlord and Tenant have mutually agreed upon Plans for construction of the improvements, such Plans shall be signed or initialed by both Landlord and Tenant, and dated, but need not be attached to the Lease.

Section 1.02. If the Plans are mutually agreed upon by Landlord and Tenant, Landlord shall with due diligence attempt to obtain all required permits and letters of utility availability (collectively referred to herein as a "Building Permit") from appropriate governmental authorities. In the event a Building Permit is not issued to Landlord on the basis of the approved Plans, Landlord and Tenant will attempt to promptly make mutually agreeable revisions in said Plans to enable Landlord to obtain a Building Permit (although neither Landlord nor Tenant shall be obligated to approve any such revisions).

Section 1.03 For all purposes under the Lease, the "Construction Start-Up Date" shall mean the date by which both of the hereinafter stated circumstances shall have occurred: (i) Landlord and Tenant have agreed in writing upon the Plans, and (ii) Landlord has obtained the necessary Building Permit.

Section 1.04 Landlord's Work shall be constructed by Landlord substantially in accordance with the Plans and in good and workmanlike manner. Landlord may not make substantial changes in Landlord's Work from the Plans without Tenant's approval; Tenant will not unreasonably withhold approval or disapproval of substantial changes proposed by Landlord, and Tenant shall indicate such approval or disapproval within ten (10) days from submission of such changes to Tenant for Tenant's approval or disapproval. Failure to indicate such approval or disapproval within such ten (10) day period shall conclusively be deemed to be approval of any such proposed changes.

Section 1.05 Landlord agrees that such construction of Landlord's Work shall be Substantially Completed will be completed on or before _____, 2020, substantially in accordance with the Plans unless Landlord's failure so to complete is caused by governmental restrictions, strikes, lockouts, shortages of labor or material, Acts of God, war or civil commotion, fire unavoidable casualty, inclement weather or any cause beyond the reasonable control of Landlord (any one or more of the reasons for Landlord's failure so to complete being herein referred to as "Excusable Delays"), in which event Landlord shall have a period of time equal to the total of all Excusable Delays in addition to the time equal to the total of all Excusable Delays in addition to the time specified above in which to complete such construction. Delays shall extend the Delivery Date without penalty. In the event Landlord is unable to timely complete the construction, then Tenant may elect to terminate the Lease.

Section 1.06 In the event a certificate of occupancy (the "CO") is required, to the extent the construction work performed by Landlord is sufficient to obtain the CO, then Landlord shall promptly and diligently pursue the CO; however, should additional construction or other work be required to obtain the CO which is outside the scope of work performed by Landlord, then Landlord shall procure the CO at Landlord's sole cost after completion of Tenant's work. The work to be performed by Landlord in the

construction of the Premises shall be deemed to have been completed substantially in accordance with the Plans, notwithstanding that adjustments may be required to be made by Landlord in its work and that minor items of Landlord's work have not been fully completed, so long as Tenant would be able to use the Premises for the purpose provided hereunder upon performance of Tenant's own construction, installation of its fixtures and equipment, stocking of its merchandise and staffing of its personnel. Substantial completion in accordance with the Plans by Landlord may, but need not be, evidenced by a certificate of completion or certificate of substantial completion issued by Landlord's Architect (if any). Landlord shall have no obligation to do any work that is set forth in the Plans. Tenant will complete the work to be performed by it and open for business within thirty (30) days after the Premises are Ready for Occupancy. Entry into possession by Tenant will constitute acknowledgement by Tenant that the Premises are in the condition called for by the Lease and the Plans and that Landlord has performed all of Landlord's obligations relating to such construction.

Section 1.07 All improvements constructed by Tenant at the Premises (excepting only removable trade fixtures installed by Tenant) shall, immediately upon such construction, become and remain the property of Landlord; and Tenant shall have no right, title or interest (including lien interest) therein, except only as Tenant under the provisions of the Lease.

[Signatures on the following page.]

LANDLORD:

TWIN AIRE INNOVATION HUB SPONSOR LLC,
a Indiana limited liability company

By: _____

Printed name: _____

Duly Authorized Agent

TENANT:

a _____

By: _____

Printed name: _____

Title: _____

EXHIBIT "B-1"
TO LEASE AGREEMENT BY AND BETWEEN
TWIN AIRE INNOVATION HUB SPONSOR LLC
("LANDLORD") AND
TENANT
PLANS
[Landlord Construction]

The Premises shall be delivered to the Tenant with the following improvements, equipment and/or building systems in good working order and in compliance with the applicable codes (collectively, the "Landlord's Work");

- 1) Heating ventilation and air conditioning ("HVAC") throughout the Premises.
- 2) Demising walls and doors as more fully depicted on the site plan attached.
- 3)
- 4)
- 5)

EXHIBIT "C"**SIGN SPECIFICATIONS****INTRODUCTION:**

The purpose of this exhibit is to provide Tenant and Tenant's sign company the basic information needed to construct Tenant's required fascia sign or other signage as allowed under the Lease. The specifications, as set forth in this Exhibit, constitute the minimum quality of signage construction that Landlord will accept as Tenant signage. A copy of these criteria should be given to Tenant's prospective sign contractors to aid them in giving Tenant a bid for Tenant's fascia signage. After Tenant has selected a sign contractor, that sign contractor must submit drawings of Tenant's sign to Landlord for review and written approval. These drawings must show an elevation of Tenant's proposed fascia signage, details of construction and mounting and list all materials and construction specifications including color of proposed sign. Submit all drawings to the Landlord to be approved in writing by Landlord prior to installation. **No signage may be installed without Landlord's written approval.**

RESTRICTIONS:

Tenant shall be responsible for damage to building caused by improper installation of signs. All permits as required by city ordinances shall be paid for and obtained by Tenant. Signs approved by Landlord do not constitute nor imply compliance with any sign ordinance; it is merely the Landlord's design and construction review. No signs shall be in compliance with these sign criteria unless they are also in compliance with all applicable sign ordinances. The following types of signage are prohibited: Flashing, blinking, chasing lights, audible or animated signs, (b) Banners or pennants. (c) Trailer signs, portable signs, (d) Non-Illuminated signs, (e) Box or cabinet signs. All signs and their installations shall comply with all local building and electrical codes. No exposed crossovers or conduit will be permitted. Painted lettering will not be permitted. No labels will be permitted on the exposed surface of signs except those required by local ordinance which will be applied in an inconspicuous location. Signs in violation of the above restrictions and criteria listed in this Exhibit are subject to removal at Tenant's expense.

SIGNAGE CONFIGURATION:

Tenant's fascia signage is to be in the form of individually mounted, illuminated, channel letters. All raceways must be painted to match the color of the fascia. Letter sidewalls are to be a minimum of .040 gauge bronze aluminum. Letter backs are to be a minimum of .040 gauge bronze aluminum. All Logos must be approved by Landlord & will be reviewed on an individual basis, provided that Tenant's standard company logo shall be considered pre-approved by Landlord. Nationally recognized logos may be allowed to vary from criteria, but must be approved by Landlord on an individual basis.

SIGNAGE INSTALLATION:

Tenant shall provide an electrical circuit and install wire from the electrical panel to the sign location. Conduit shall penetrate fascia to remote transformers in plenum space and shall be sealed to be water-tight. Tenant shall be responsible for leaks from improperly sealed holes. All sign bolts, fasteners or clips will be of a nonferrous nature.

SIGNAGE FABRICATION:

Letter sidewalls are to be of riveted or welded construction. All wiring shall be contained in flexible conduit from letters to remote transformers.

SIGNAGE OPERATION AND MAINTENANCE:

Tenant is responsible for keeping its sign properly maintained and in good working order. Any broken, missing faces, letters not illuminating, or necessary repairs, must be commenced within thirty (30) days from written notification from Landlord or may be repaired by the Landlord and charged back to the Tenant.

TEMPORARY SIGNAGE:

Tenant may install on the Premises its pre-opening banners, including, but not limited to "Coming Soon", "Now Hiring" and "Now Open" signs for a period not to exceed thirty (30) days prior to and immediately following the opening of Tenant's operations, subject to City of Houston sign regulations, requirements and/or permitting.

EXHIBIT "D"**TO LEASE AGREEMENT BY AND BETWEEN
TWIN AIRE INNOVATION HUB SPONSOR LLC****("LANDLORD") AND****TENANT****RULES AND REGULATIONS FOR INNOVATION HUB**1. Operations by Tenant

- (a) In regard to use and occupancy of the Premises, Tenant shall at its expense:
- (1) Keep the inside and outside of all glass in the doors and windows of the Premises clean at all times.
 - (2) Replace promptly any cracked or broken glass of the Premises with glass of like grade and quality.
 - (3) Maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests.
 - (4) Keep any garbage, trash, rubbish and refuse in rat-proof containers within the interior of the Premises until removed or within an enclosed dumpster to be supplied and maintained at a location designated by Landlord.
 - (5) Have such garbage, trash, rubbish and refuse removed from the Premises daily.
 - (6) Keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises.
 - (7) Light the show windows of the Premises and exterior signs and turn the same off to the extent required by Landlord.
 - (8) Conducts its business, so long as it operates its business, in a manner consistent with other first- class retail stores.
- (b) In regard to the use of the Common Area, Tenant shall not:
- (1) Place or maintain any merchandise, trash, refuse or other articles in any vestibule or entry of the Premises, on the footwalks or corridors adjacent thereto or elsewhere on the exterior of the Premises so as to obstruct any driveway, corridor, footwalk, parking area or any other Common Area.
 - (2) Use or permit the use of loudspeakers, phonographs, public address systems sound amplifiers, radios or televisions outside the Premises so as to obstruct any driveway, corridor, footwalk, parking area or any other Common Area.
 - (3) Permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or without the Premises.
 - (4) Cause or permit objectionable odors to emanate or be dispelled from the Premises.
 - (5) Solicit business in the parking area or any other Common Area.
 - (6) Distribute handbills or other advertising matter to, in or upon any automobiles parked in the parking

areas or in any other Common Area.

- (7) Permit the parking of vehicles so as to unreasonably interfere with the use of any driveway, corridor, footwalk, parking area or other Common Area.
- (8) Receive or ship articles of any kind outside the designated loading areas at the rear of the Premises.
- (9) Use the walkway, corridor or any other Common Area adjacent to the Premises for the sale or display of any merchandise or for any other business, occupation or undertaking. C. In regard to the use of the Premises, Tenant shall not:
 - (i) Conduct or permit to be conducted any action, fire, going out of business, bankruptcy or other similar type sale in or connected with the Premises (but this provision shall not restrict the absolute freedom of Tenant in determining its own selling prices, nor shall it preclude the conduct of periodic seasonal, promotional or clearance sales).

- (ii) Place a load upon any floor which exceeds the floor load that the floor was designed to carry.
- (iii) Operate its heating or air conditioning in such a manner as to drain heat or air conditioning from the premises of any other tenant or other occupant of the Innovation Hub.
- (iv) Sell, distribute, display or offer for sale:
 - a. any roach clip, water pipe, bong, toke, coke spoon, or other paraphernalia commonly used in the use or ingestion of illicit drugs; or
 - b. any pornographic or lewd newspaper, book, magazine, film, picture, audio and/or video recording, representation or merchandise of any kind.

2. Common Area

- (a) Maintenance. Landlord shall exercise its best efforts to keep the Common Area in a neat, clean and orderly condition, lighted and landscaped, and shall repair any damage thereto after written notice by Tenant to Landlord of the nature and extent of such damage.
- (b) Employee Parking. Tenant shall require its employees and licensees to park only in employee parking areas as Landlord may designate from time to time. Tenant shall at all times furnish Landlord with an up-to-date list of vehicle license plate numbers of all of its employees and licensees. All vehicles found by Landlord not to be parked in the designated locations shall be subject to being towed away at Tenant's expense. No vehicles will be permitted to park in the Common Area overnight or during the hours the Innovation Hub is not open other than employees or licensees coming to or leaving work at the Premises.
- (c) Deliveries. Tenant shall require all delivery vehicles making delivery to the Premises to enter from _____ . If possible, all deliveries shall be made to the rear of the Premises.
- (d) Fire Lane. The area adjacent to the front of each building within the Innovation Hub is a Fire Lane. No vehicles shall be permitted to park, stop or drop off in the Fire Lane area.
- (e) Traffic Signs and Markings. Tenant shall obey and use its best efforts to cause its employees and licensees to obey all traffic signs and markings in the Common Area and use only the designated access drives to the Common Area. All vehicles shall be drive in a slow and safe manner to a maximum of 15 miles per hour.
- (f) Trucks. No trucks, other than two-axle pickups and vans, will be permitted on the front parking area of the Common Area for any purpose whatsoever. Tenant shall make best efforts to enforce this restriction relative to its employees and report any violation to Landlord. All vehicles in violation of this restriction shall be subject to being towed away at owner's expense and liable for any damages to the parking lot area. Landlord shall reserve the right to install height-restrictions bars at all access points to the front parking area of the Common Area if, in Landlord's opinion, violation of this restriction is sufficient to render damage or potential damage to the front parking area of the Common Area.
- (g) Innovation Hub Hours. The Innovation Hub is currently open during the following hours:
 - Monday through Saturday: 10:00 a.m. to 9:00 p.m.
 - Sunday: Noon to 6:00 p.m.
 - Closed: Thanksgiving Day and Christmas Day

Parking lot lighting will be turned on at dusk and turned off one-half hour after closing of the Innovation Hub. Tenants desiring parking lot lighting at a time other than during the hours the Innovation Hub is open shall notify Landlord 24 hours in advance of any such additional requirement, the cost of which shall be borne by the Tenant making the request.

EXHIBIT "E"

GUARANTY OF LEASE

1. **Guaranty.** As an inducement to TWIN AIRE INNOVATION HUB SPONSOR LLC, a Indiana limited liability company ("**Landlord**"), to enter into the Lease Agreement (the "**Lease**") dated _____, 2020, with _____ ("**Tenant**"), the undersigned, _____, [individually] (whether one or more collectively, the "**Guarantor**") executes and delivers this Guaranty of Lease (the "**Guaranty**") pursuant to which Guarantor guarantees to Landlord (a) the payment to Landlord when due of (i) all Rent, Proportionate Share of Operating Expenses, utilities and other amounts payable under the Lease; (ii) all amounts payable by reason of any indemnity, breach of warranty or Event of Default by Tenant under the Lease; and (iii) all costs incurred by Landlord in enforcing its rights and remedies under the Lease and/or this Guaranty, including reasonable attorneys' fees, court costs and investigation expenses; and (b) the performance of all of Tenant's other obligations under the Lease (collectively, the "**Guaranteed Obligations**"). This is a guaranty of payment and not of collection and Guarantor's liability hereunder shall be primary and not secondary. Landlord may, at its option, proceed against Guarantor without having commenced any action or having obtained any judgment against Tenant or any other party. Unless otherwise expressly provided in this Guaranty, all capitalized terms used herein shall have the same meanings as in the Lease, and all terms and conditions of the Lease are hereby incorporated into this Guaranty.

2. **Waivers and Releases.**

(a) Guarantor waives marshaling of assets and liabilities, sale in inverse order of alienation, presentment, demand for payment, protest, notice of acceptance of this Guaranty, notice of nonpayment, notice of dishonor, notice of acceleration, notice of intent to accelerate and all other notices, demands, suits or other actions otherwise required as a condition to Landlord's exercise of its rights under the Lease or this Guaranty. Guarantor's liability hereunder shall not be released by Landlord's receipt, application or release of security given for performance of any such obligations, nor shall Guarantor be released by reason of any lien held or executed upon Tenant and/or its assets by any Landlord Party.

(b) This Guaranty shall in no way be affected by (i) any extension of time for payment or performance of any Guaranteed Obligations; (ii) supplementation or amendment (material or otherwise) of the Lease, or renewal or extension thereof, or increase or decrease in the size of the Premises; (iii) any failure, omission, delay or lack of diligence by Landlord or any other person or entity, to enforce, assert or exercise any right or remedy of Landlord under the Lease or this Guaranty; (iv) settlement or compromise of any Guaranteed Obligation; (v) release or discharge of Tenant in any creditor's receivership, bankruptcy or other proceedings; (vi) impairment, limitation or modification of the liability of Tenant (or its estate in bankruptcy), or of any remedy for the enforcement of Tenant's liability under the Lease, resulting from the operation of any present or future provision of the United States Bankruptcy Code or other statute or from the decision of any court; (vii) rejection or disaffirmance of the Lease in any such proceedings; (viii) assignment, sublease or other transfer of the Lease or the Premises, or any interest therein, by Landlord or Tenant; (ix) any disability or other defense of Tenant; or (x) cessation of Tenant's liability for any cause whatsoever.

(c) Until all Guaranteed Obligations are fully performed, Guarantor (i) shall have no right of subrogation against Tenant by reason of any payment or performance by Guarantor of any such obligations; (ii) waives any right to enforce any remedy which Guarantor now or hereafter may have against Tenant by reason of any such payment or performance by Guarantor; and (iii) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the Guaranteed Obligations in favor of Landlord.

3. **Representations and Warranties.** Guarantor represents and warrants, as a material inducement to Landlord to enter into the Lease, that (a) this Guaranty and each instrument given to secure this Guaranty have been duly executed, issued and delivered by Guarantor and constitute the valid and legally binding obligations of Guarantor enforceable in accordance with their terms; (b) there is no action, suit or proceeding pending or, to Guarantor's knowledge, threatened against or affecting Guarantor, at law or in equity, or before or by any governmental authority, which might result in any materially adverse change in Guarantor's business or financial condition; (c) as of the date hereof, Guarantor's financial condition is adequate to secure Guarantor's obligations under this Guaranty; (d) Guarantor's execution of this Guaranty shall not render Guarantor insolvent; (e) from and after the date hereof, Guarantor shall not take any action, such as assuming additional liabilities, divesting assets or otherwise, which would impair Guarantor's ability to perform its obligations under this Guaranty; and (f) Guarantor has a bona fide interest in Tenant's financial success.

4. **Notice.** Any notice or other communication required or permitted hereunder shall be given in writing by, and deemed received upon, posting in a U.S. Postal Service receptacle, postage prepaid, registered or certified mail, return receipt requested, or by expedited courier, where proof of delivery can be shown, to Landlord as specified in the Lease, and to Guarantor at:

 Telephone: _____
 Email: _____

5. **Interpretation.** This Guaranty shall be governed by and construed in accordance with the laws of the State of Indiana. The proper place of venue to enforce payment or performance under this Guaranty shall be the county or other jurisdiction in which the Premises are located. The representations, covenants and agreements set forth herein shall continue and survive the termination of the Lease and/or this Guaranty. The masculine and neuter genders each include the masculine, feminine and neuter genders. This instrument may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord. If Guarantor consists of more than one person or entity, the word "Guarantor" shall apply to each such party, each of whom shall be jointly and severally liable hereunder. The words "Guaranty" and "guarantees" shall not be interpreted to limit Guarantor's primary obligations and liability hereunder.

6. **Consent to Jurisdiction; Waiver of Jury Trial.** In any legal proceeding regarding this Guaranty, including enforcement of any judgments, Guarantor irrevocably and unconditionally (a) submits to the jurisdiction of the courts of law in the county or district in which the Premises is located; (b) accepts the venue of such courts and waives and agrees not to plead any objection thereto; and (c) agrees that (i) service of process may be effected at the address specified in **Paragraph 4** above, or at such other address of which Landlord has been properly notified, and (ii) nothing herein shall affect Landlord's right to effect service of process in any other manner permitted under the laws of the State of Indiana. Further, Landlord and Guarantor hereby expressly waive trial by jury in any action or proceeding or counterclaim brought by either party hereto against the other party on any and every matter, directly or indirectly arising out of or with respect to this Guaranty.

7. **Successors and Assigns.** This Guaranty shall inure to the benefit of Landlord and its successors and assigns, and shall be binding upon Guarantor and its executors, administrators, heirs, successors and assigns. Guarantor shall not assign any obligation hereunder without Landlord's prior written consent. If any Guarantor who is a living person dies while this Guaranty is in force, then such deceased Guarantor's heirs, executors, administrators and representatives shall not make any distribution or disposition of assets from the estate without first making provisions acceptable to Landlord for the satisfaction of such deceased Guarantor's obligations (and contingent obligations) hereunder.

8. **Electronic Signatures.** Landlord and Guarantor intend to enter into this Guaranty with written signatures, however, either Landlord or Guarantor may enter into this Guaranty with electronic signatures, including but not limited to DocuSign, and hereby consent to entering into this Guaranty with electronic signatures. Landlord and Guarantor hereby agree that the electronic signature of such a party to this Guaranty shall be as valid as an original handwritten signature of such party to this Guaranty and shall be effective to bind such party to this Guaranty. Landlord and Guarantor agree that this Guaranty, as signed by the parties with electronic signatures, shall be deemed (i) to be "written" or "in writing," (ii) to have been signed by the parties to the same extent as if signed by the parties with original handwritten signatures, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files, even though containing electronic signatures. Such paper copies or "printouts" of this Guaranty as signed with electronic signatures, if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records containing original handwritten signatures and created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of this Guaranty as signed by the parties with electronic signatures on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means an electronic symbol or process attached to or logically associated with a contract or other record intended to serve as a manual signature.

IN WITNESS WHEREOF, Guarantor executes this Guaranty as of _____, 2020.

GUARANTOR:

Printed Name: _____

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2020, by _____, [an individual].

[SEAL]

Notary Public

Printed Name of Notary
My Commission Expires: _____



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