SETTLEMENT AGREEMENT AND MUTUAL RELEASE

The parties identified below have determined that it is in their mutual interests to resolve this dispute and events that gave rise to it; therefore, in consideration of the mutual promises and understandings and the release herein, the parties voluntarily agree as follows:

1. This Settlement and Mutual Release Agreement ("Agreement") is entered into by and between 401-Public Safety, LLC ("Landlord"), Lifeline Data Centers, LLC ("Data Center"), and Lifeline Construction Services, LLC ("Contractor"), and the City of Indianapolis ("the City") (collectively, "Parties" and separately, "Party") in full settlement and satisfaction of any and all claims by any party arising out of the City's occupancy and the condition of certain real estate located at 201 N. Shadeland Ave., Indianapolis, IN 46219 (hereafter "the Dispute"). The real estate and improvements located at 201 N. Shadeland Ave, Indianapolis, IN 46219 shall be referred herein as "the Premises".

2. The parties agree that the City will pay the following amounts for the following items:

(a) $9,000.00 to Landlord, as reimbursement for insurance coverage for the Premises for the period from and including June 1, 2011, to and including October 23, 2012.

(b) $40,000.00 payable to Landlord as reimbursement for certain improvements to the Premises made at the request of the City.

(c) $34,774.00 payable to Contractor as reimbursement for maintenance expenses for the period from and including January 1, 2012, to and including September 30, 2013.

(d) $34,342.00 payable to Data Center, for use of data lines.

The payments set forth above to Contractor and Data Center shall be made within five (5) business days of execution of this Agreement. The payments may be made solely to Data Center, and Data Center agrees to distribute the amounts owed to Landlord and Contractor. The payments to Landlord shall be made as follows: $29,000.00 payable within five (5) business days of execution of this Agreement, and

the remaining $20,000.00 upon completion and acceptance of all of the repairs, modifications, and improvements set forth within Exhibit "A", which is attached hereto and incorporated herein.

3. In consideration of the amounts set forth in the preceding paragraph, Landlord and Contractor agree to perform the repairs, modifications, and improvements set forth within Exhibit "A", at no cost or expense to the City (unless noted otherwise in Exhibit "A"). The City agrees to obtain any and all permits necessary for the completion of the work described within Exhibit "A." Any delays in the obtaining of such permits shall not be attributable to Landlord and Contractor, unless such delay is caused by Landlord's or Contractor's failure to provide the required plans.

4. No later than five (5) business days following the execution of this Agreement, the City shall obtain all necessary signatures on any and all documents necessary to release any funds being held by the lender in connection with a certain Lease Agreement regarding the Premises dated May 20, 2011. Such documents will be held by the City pending completion and acceptance of those items set forth in Exhibit "A" hereto that are to be performed within ninety (90) days.

5. Upon notification by Contractor that it has made the repairs, modifications, and improvements that are required to be made within ninety (90) days as set forth in Exhibit "A", the City agrees to inspect such repairs, modifications, and improvements, and only those repairs, modifications, and improvements, within five (5) business days of such notification. The City's acceptance of said repairs, modifications, and improvements shall not be unreasonably withheld. If accepted, the City will acknowledge the accepted work as being in compliance with all applicable federal, state, and local codes, regulations, and statutes, and the City will execute and release any and all documents confirming that acceptance and acknowledgement, and will take all necessary action to release any funds being held by the lender in connection with a certain Lease Agreement dated May 20, 2011, to the Landlord.

Upon notification by Contractor that it has made all of the repairs, modifications, and improvements required to be made as set forth in Exhibit "A", the City agrees to inspect such repairs, modifications, and improvements within five (5) business days of such notification. Said inspection will not encompass a re-inspection of any previously accepted work. The City's acceptance of said repairs, modifications, and improvements shall not be unreasonably withheld. If accepted, the City will acknowledge the accepted work as being in compliance with all applicable federal, state, and local codes, regulations, and statutes, the City will execute and release any all documents confirming that acceptance and acknowledgement, and make the $20,000.00 payment to Landlord referenced in paragraph 2 herein.

6. The parties agree to each be liable for their own attorney fees. It is specifically agreed by and between Landlord, Data Center, Contractor, and the City that this Agreement is not intended by any provision of this Agreement to establish any other person as a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain any action pursuant to the terms or provisions of this Agreement.

7. The parties agree they will not institute any legal or equitable action in any state, federal, local court or tribunal, or any other forum that could have been brought by any Party prior to the Effective Date of this Agreement, against any of the Parties released with respect to the Dispute. The Parties agree that if any of them hereafter institutes such an action, and it is determined that a claim or claims brought is barred by the release of such claim or claims in this Agreement, said action will constitute a breach of this Agreement and that, in addition to any remedy the released persons or entities may have, the breaching Party shall be liable for all attorney fees and costs incurred by the persons, or entities in that action. Notwithstanding the foregoing, nothing in this Agreement shall prevent or

preclude any Party from bringing any legal action arising from any Party's breach or violation of any term of this Agreement.

8. The Parties to this Agreement stipulate and agree that all clauses and provisions of this Agreement are distinct and severable, and the Parties understand that in the event this Agreement is ever held to be invalid or unenforceable as to any part, provision, clause, claim, or particular circumstance, it shall remain valid as to all other parts, provisions, clauses, claims, and particular circumstances.

9. Landlord and the City agree that this Agreement does not amend, revise, or alter the terms of a certain Lease Agreement dated as of May 20, 2011, between the Department of Public Safety and Landlord ("Lease Agreement"), which Lease Agreement remains in full force and effect.

10. Contractor and City agree that this Agreement supersedes a certain Development Agreement executed by them on March 18, 2011, and any amendment thereto ("Development Agreement"), and that said Development Agreement is null and void.

11. This Agreement sets forth the entire agreement of the parties, and, with the exception of the Lease Agreement, fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the subject matter hereof.

12. This Agreement may be altered, amended, or modified only by a writing signed by all parties to this Agreement. This provision shall be strictly construed.

13. Each Party represents and warrants that the person and/or Party in interest executing this Agreement has the authority to do so.

14. This Agreement shall inure to the benefit of, may be enforced by, and shall be binding on the Parties and their heirs, executors, administrators, personal representatives, assigns, employers, and successors in interest.

15. The Parties acknowledge that by entering into this Agreement, they are not admitting liability, and they are entering into this Agreement to avoid the expense and uncertainty of litigation, and to resolve the respective differences between and among them.

16. The Parties acknowledge and agree that this Agreement is the result of negotiations between them, and no party shall be deemed the drafter of this Agreement. The language of all parts of the Agreement shall in all cases be constructed as a whole, according to its fair meaning, and not strictly for or against any party. The Parties each acknowledge they have had the benefit of counsel of their choosing regarding the interpretation and effect of this Agreement.

17. In the event either party fails to satisfy its duties under this Agreement, the opposing party shall be entitled to all costs related to enforcement of this Agreement, including but not limited to attorney fees and court costs. This Agreement shall be construed in accordance with the laws of the State of Indiana and the Revised Code of the City of Indianapolis and Marion County, Indiana.

18. Landlord, Data Center, and Contractor agree that, to the fullest extent permitted by law, Landlord, Data Center, and Contractor will not, directly or indirectly, communicate or disclose to any person or entity any terms or conditions of this Agreement, or any payment or consideration it receives hereunder, without prior written consent of the City, except that the Parties may disclose such information under the following circumstances:

(a) if the City discloses any term of this Agreement to the public, the media, the City-county Council, or in response to a public records or other written request;

(b) pursuant to an order duly issued by a court of competent jurisdiction or a subpoena duly served by an authorized entity or person;

(c) to their certified public accountant or lending institution(s), but only information relating to the payment received hereunder;

(d) in conjunction with court proceedings respecting any breach or threatened breach of any term or condition of this Agreement.

Disclosures permitted to be made by Landlord, Contractor, and their counsel, and if need be, to their certified public accountant, shall be made pursuant to agreement with these persons to not disclose the terms of this Agreement.

In the absence of any of the circumstances listed above in subsections (a)-(d), Landlord, Contractor, and their counsel shall respond to any inquiry about the status of the Dispute only by stating words to the effect, "The matter has been settled and the Lease Agreement remains in full effect" (unless required to say more by a court or agency that has the power to require him to testify further).

Landlord and Contractor represent that, prior to signing this Agreement; they have communicated facts relating to the subject dispute and terms of the settlement to partners, owners, accountants, banks, and engineers. Other than these persons, and their attorneys, Landlord, Data Center, and Contractor represent that they have not communicated or disclosed any of the terms, or payment to be received, hereunder to any other person or entity. Landlord, Data Center, and Contractor acknowledge that the City may justifiably rely on this representation. Landlord, Data Center, and Contractor shall not be liable as set forth above, for any confidential discussions initiated by a duly-authorized agent, to further the purposes of this Agreement. If Landlord, Data Center, or Contractor breaches the conditions of this paragraph, the breaching Party shall thereupon be liable to pay the City the amount of One Thousand Five Hundred Dollars ($1,500.00) as liquidated damages, and not as a penalty.

19. Nothing in this Agreement shall be construed to limit existing laws, statutes, ordinances or case law regarding the City's duty to provide access to public records in relation to the subject dispute, including but not limited to this Agreement or other public documents produced by the City. Further,

nothing in the Agreement shall be construed to limit the City's authority or discretion concerning the release of public documents to the extent that these documents exist.

20. The City and Contractor further agree to enter into a Maintenance Agreement, pursuant to which Contractor will maintain the Premises. The City and Contractor shall negotiate the terms of said Maintenance Agreement in good faith, and shall take all steps necessary to execute the Maintenance Agreement by December 31, 2013.

ACKNOWLEDGEMENT AND MUTUAL RELEASE

In consideration for and effective upon receipt of the payments provided pursuant to the above Settlement Agreement, 401-Public Safety, LLC, Lifeline Data Center, LLC, Lifeline Construction, LLC, and the City of Indianapolis do hereby release, acquit, and forever discharge each other and all their present and former Board of Directors, agents, employees, employers, assigns, successors, representatives, departments, and insurers, and any other persons, firms or corporations charged or chargeable with responsibility or liability, from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses, and compensation, including but not limited to attorney fees, on account of or in any way growing out of any and all known and unknown damages, expenses, or other claim or cause of action relating in any way to the Dispute and existing as of the Effective Date of the above Settlement Agreement.

It is expressly warranted by 401-Public Safety, LLC, Lifeline Data Center, LLC, Lifeline Construction, LLC, and the City of Indianapolis that no promise or inducement has been offered except as set forth in the Settlement Agreement; that this Release is executed without reliance upon any statement or representative of the parties or persons released, or their representatives, concerning the nature and extent of the expenses, damages, and/or legal liability; that acceptance of the consideration

set forth in the Settlement Agreement is in full accord and satisfaction of a disputed claims.

CITY OF INDIANAPOLIS

By: _____
Andrew P. Seiwert
Corporation Counsel

Date: 12-10-13

401-PUBLIC SAFETY, LLC, LIFELINE DATA CENTERS, LLC, AND LIFELINE CONSTRUCTION, LLC

By: _____
Alex J Carroll
Their Managing Member

Date: 12/10/2013

Exhibit "A"

	Punch List Items	Estimated Completion
1.	Install pass-through slots in service window in entry reception area, per tenant approved plans.	60 Days
2.	Install exterior entry signage and building address on exterior of building.	60 Days
3.	Paint exterior of front entrance and exterior of generator house.	May 2014
4.	Install automatic lock release doors in all interrogation rooms and wire to alarm box (must release upon activation of fire alarms). City will purchase all required hardware.	60 Days
5.	Install 2x4 acoustic drop ceiling tiles in basement workout room. Tenant will purchase ceiling tiles and associated hardware.	60 Days
6.	Repair gaps under and between exterior doors.	60 Days
7.	Install jumbo plates on outlets in Detective's Area to cover drywall errors.	60 Days
8.	Install 220 volt receptacle on southern exterior wall.	60 Days
9.	Install wire hold cover in Financial Crimes room.	60 Days
10.	Install handrails in Narcotics room	60 Days
11.	Install protective screen/gates in large generator house doors.	May 2014
12.	Install handrail in large basement stairway.	60 Days
13.	Install six bollard vehicle deterrent devices directly outside of the south public entrance doors. Bollards to be approved by City.	May 2014
14.	Sand and repaint existing parking area light poles.	May 2014
15.	Install fire rated door in large basement stairway.	60 Days
16.	Stripe parking lot pursuant to layout approved by DCE and Tenant.	May 2014
17.	Adjust internal doors to close properly.	60 Days
18.	Finish installing ceiling tiles in basement corridor.	60 Days
19.	Install smoke walls in basement storage areas.	60 Days
20.	Adjust double-hung doors at north end of corridor so the doors do not cut into the polished tile when opened.	60 Days
21.	Replace carpet squares and crumbling concrete floor in EOC conference room.	60 Days
22.	Clean carpet in hallway 239; if not able to be cleaned, replace carpet with same carpet style and color.	60 Days
23.	Repair visible cracks on drywall seams.	60 Days
24.	Install vinyl baseboard on Narcotics and northwest stairways.	60 Days
25.	Verify that all fire stop caulking between all floors and walls has been completed.	60 Days
26.	Move obstructed sprinkler heads in room B102 and corridor 359.	60 Days
27.	Install an exit sign over doorway 102B	60 Days
28.	Install roof overflow drains.	60 Days
29.	Verify directional indicators in all exit signage has been appropriately installed.	60 Days
30.	Replace toilets in Narcotics bathroom with similar toilet fixtures as removed.	60 Days

31.	Verify all restrooms have coat hooks, sanitary napkin disposal boxes, soap dispensers, biohazard disposals, and public restroom must have baby changing station.	60 Days
32.	Install one water fountain on each floor. Water will not be mechanically cooled.	90 Days
33.	Repair cracked tile in Women's restroom near IMPD Detective's Room.	60 Days
34.	Close gap in double doors outside Narcotic's Room.	May 2014
35.	Install rock garden landscaping around exterior of security block wall.	May 2014
36.	Install manual roller gates for exterior security (gates must be of a type that can be converted to electric gates by Tenant at a later date).	March2014
37.	Install a fence and gate on sidewalk between secure parking and public parking, so officers may easily enter South double door by generator house.	March2014
38.	Construct a firewall inside the Community Room at a mutually agreed upon location for the purpose of creating a secure roll call room. It is assumed that all required fire walls, fire rated doors, and proper panic hardware, HVAC fire dampers and an exterior exit door will be properly installed. Extend walls to deck as required and indicated in the plans.	60 Days
39.	Install metal iron work on security block wall.	May 2014
40.	As-built plans will be delivered to Public Safety.	30 Days
41.	Install a bullet resistant material around reception area.	90 Days
42.	Signed letter from the Office of Corporation Counsel that the Department of Code Enforcement("DCE") has been formally put on notice that it will not subject Lifeline Data Centers LLC, Live Wire Technologies LLC, Lifeline Construction Services LLC, or 401-Public Safety LLC to inspections or visits in a number, amount, or manner not routinely or generally applied to other facilities or entities in Marion County, and, further, that DCE shall not attempt to enforce or interpret codes or any other requirements in a manner not enforced and/or similarly interpreted for other facilities or entities in Marion County.	Upon execution