THIRD AMENDMENT OF LEASE

THIS THIRD AMENDMENT OF LEASE ("Amendment") is made to be effective as of the 13th day of January, 2022 by and between **G&I IX MJW LAKE POINTE III & IV LLC,** a Delaware limited liability company ("Landlord") and **TOM JAMES COMPANY**, a Tennessee corporation, d/b/a Tom James of Indianapolis ("Tenant").

RECITALS:

A. Landlord, as successor-in-interest to Sun Life Assurance Company of Canada and Lake Pointe Tenant LLC, and Tenant entered into that certain Office Lease dated January 20, 2010 as amended by First Amendment to Office Lase dated October 20, 2015 and Second Amendment of Lease dated July 20, 2020 (the "Second Amendment") (as heretofore amended and assigned, the "Lease") demising to Tenant Suite 140 containing 4,139 square feet of rentable area (the "Current Premises") located in the office building known as "Lake Pointe III" located at 8470 Allison Pointe Boulevard, Indianapolis, Indiana (the "Building");

B. Tenant desires to expand the Current Premises by adding the 1,010 square feet of rentable area adjacent to the Current Premises and depicted on **Exhibit A** attached hereto and incorporated herein (the "Expansion Area") on the terms and conditions hereinafter set forth;

C. Landlord and Tenant desire to modify the Lease to provide for the expansion of the Premise and an extension of the Term, and to modify certain other terms of the Lease as hereinafter set forth.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed that:

1. **Expansion Area and Extension of Lease Term.** The Term with respect to the Expansion Area shall be a period commencing on the date the Expansion Work (hereinafter defined) is substantially completed (the "Expansion Area Commencement Date") and continuing for a period seventy-five (75) months (the "Extension Term"). Upon request by Landlord after the determination of the Expansion Area Commencement Date, Tenant shall sign and deliver to Landlord a commencement certificate confirming such dates and other pertinent information in the form attached hereto as **Exhibit B** ("Commencement Date Certificate"). Notwithstanding anything to the contrary, the Term with respect to the Current Premises shall be extended to be coterminous with the Extension Term.

Notwithstanding anything to the contrary in the Lease and as Tenant's sole applicable renewal or extension option, Landlord grants to Tenant an option to extend the Extension Term (with respect to the Current Premises and the Expansion Area) for one (1) additional period of five (5) years commencing at the expiration of the Extension Term, upon the same terms and conditions as herein set forth, provided that Tenant shall not be in default of any of Tenant's obligations under this Lease at the time such option is to be exercised. Should Tenant elect to exercise this option to extend, Tenant shall do so by written notice to Landlord at least twelve (12) months prior to the scheduled expiration of the Extension Term. The Base Rent for the additional term shall be at the then prevailing market rates for comparable premises in a comparable building

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as the Building ("comparable" being determined on the basis of location, age, square footage, size and existing tenant improvements, all on an "as is, where is" basis).

Unless otherwise noted, upon the Expansion Area Commencement Date, (i) any reference herein and in the Lease to the "Leased Premises", "Demised Premises" or "Premises" shall be deemed to include the Current Premises and the Expansion Area, which shall be deemed to consist of 5,149 total rentable square feet, and (ii) Tenant's Percentage with respect to the Expansion Area only shall be 1.15%.

2. **Rent Payment Modifications.**

(a) Base Rent for the Expansion Area only during the Extension Term shall be payable as set forth in the Lease and in accordance with the following schedule:

Months of Extension Term	Monthly Installment of Base Rent	Annual Rental Rate per Rentable Square Foot
1 – 3	$0.00	$0.00
4 – 12	$1,935.83	$23.00
13 – 24	$1,979.60	$23.52
25 – 36	$2,024.21	$24.05
37 – 48	$2,069.66	$24.59
49 – 60	$2,115.95	$25.14
61 – 72	$2,163.93	$25.71
73 – 75	$2,212.74	$26.29

(b) Notwithstanding anything to the contrary as set forth in the Lease, Base Rent for the Current Premises shall be payable as set forth in the Lease and in accordance with rent schedule set forth therein; provided, however, the first monthly installment of Base Rent due following the Expansion Area Commencement Date with respect to the Current Premises shall be abated. Commencing as of May 1, 2026, Base Rent for the Current Premises shall be payable as set forth in the Lease and in an amount equal to the product of (i) the then applicable Annual Rental Rate per Rentable Square Foot as identified in Section 2(a) above, and (ii) 4,139 rentable square feet.

(c) Commencing as of the Expansion Area Commencement Date, the Base Year with respect to the Expansion Area only shall be the calendar year 2022 and as otherwise set forth in the Lease for the Current Premises.

3. **Condition of Premises**. Tenant is currently in possession of the Premises (excluding the Expansion Area) and acknowledges and agrees that the Premises (excluding the Expansion Area) are currently in good condition and repair and has accepted the same "as-is" and "with all faults", without any representations or warranties of any kind (including, without limitation, any express or implied warranties of merchantability, fitness or habitability). Landlord shall complete the improvements to the Premises identified on **Exhibit C** attached hereto (the "Expansion Work") which includes demo and construction per space plan; new carpet throughout the Premises; new paint throughout the Premises, all fees relating to construction, permit, and management/oversight. Tenant shall apply $31,042.50 of unutilized Tenant Allowance from the Second Amendment towards the completion of the Expansion Work, leaving $93,127.50 of the Tenant Allowance from the Second Amendment which may be used to pay for wiring, furniture, fixtures and equipment, relocation expenses, or other related expenses. Landlord shall turnkey the Expansion Work. Tenant will be responsible for additional costs only if changes are made by

Tenant to finishes selected or for the scope of work to be performed which results in higher costs. Except as expressly provided herein and other than the $93,127.50 of the Tenant Allowance provided in the Second Amendment which may be used to pay for wiring, furniture, fixtures and equipment, relocation expenses or other business related expenses in accordance with the Second Amendment, Tenant shall not have any other allowances or credits from Landlord with respect to the Expansion Work or any other improvements to the Current Premises or Expansion Area.

4. **Notices.**

A. Landlord's mailing address for notices set forth in the Lease is hereby deleted and replaced with the following in lieu thereof:

Landlord:

G&I IX MJW Lake Pointe III & IV LLC
c/o M & J Wilkow Properties, LLC
20 South Clark Street, Suite 3000
Chicago, Illinois 60603
Attention: Marc R. Wilkow, President

With a copy to:

G&I IX MJW Lake Pointe III & IV LLC
c/o DRA Advisors, LLC
575 Fifth Avenue, 38th Floor
New York, New York 10017
Attn: Lease Administrator

and to the Building Manager:

M&J Wilkow Properties, LLC
Attn: General Manager
10401 N. Meridian Street, Suite 124
Carmel, IN 46290

B. Landlord's mailing address for payment set forth in the Lease is hereby deleted and replaced with the following in lieu thereof:

G&I IX MJW Lake Pointe III & IV LLC
c/o M & J Wilkow Properties, LLC
Attn: Accounting Manager
20 South Clark Street, Suite 300
Chicago, IL 60603

C. Tenant's mailing address for notices set forth in the Lease is hereby deleted and replaced with the following in lieu thereof:

Tom James Company
Attn: Lori Gibson

263 Seaboard Lane
Franklin, TN 37027
E-mail: l.gibson@tomjames.com

5. **Brokers.** Tenant and Landlord each represent and warrant to the other that it has not dealt with any real estate broker or consultant in connection with this Amendment other than Kevin Gillihan of Jones Lang LaSalle Brokerage, Inc. ("Landlord's Broker") and David A. Moore of Cushman & Wakefield ("Tenant's Broker"). Each party represents and warrants to the other party that, insofar as it knows, no broker or other person, other than Landlord's Broker and Tenant's Broker, is entitled to any commission or fee in connection with the transactions contemplated by this Amendment. Each party shall indemnify and hold harmless the other party against any loss, liability, damage or claim incurred by reason of any commission or fee alleged to be payable to anyone, other than Landlord's Broker or Tenant's Broker, because of any act, omission or statement of the indemnifying party. Such indemnity obligation shall be deemed to include payment of reasonable attorneys' fees and court costs incurred in defending any such claim and shall survive the cancellation, termination or expiration of the Term of the Lease.

6. **Miscellaneous.**

(a) Any capitalized term used and not otherwise defined herein shall have the same meaning ascribed to it in the Lease.

(b) This Amendment shall be governed by and construed in accordance with the internal laws of the State of Indiana. If any provision of this Amendment or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Amendment and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. The captions, headings, and titles contained in this Amendment are solely for convenience of reference and shall not affect its interpretation. This Amendment shall be construed without regard to any presumption or other rule requiring construction against the party causing this Amendment to be drafted. All prior representations, undertakings, and agreements by or between the parties with respect to the subject matter of this Amendment are merged into, and expressed in, this Amendment, and any and all prior representations, undertakings, and agreements by and between such parties with respect thereto hereby are cancelled.

(c) Except as required by applicable law, regulation or legal process, Tenant shall not disclose, publish or disseminate any terms or provisions of this Amendment and shall keep same strictly confidential. In the event of a breach of this subparagraph, such breach shall constitute an event of default by Tenant and Landlord shall have the right to exercise such rights and remedies available to Landlord at law or in equity and the rights and remedies of Landlord as provided in the Lease.

(d) Tenant hereby acknowledges that to Tenant's best knowledge, and without further inquiry, no default has been committed by Landlord and no condition currently exists which with the passage of time could rise to a default; and Tenant has no existing claims against Landlord.

(e) Except as amended by the terms of this Amendment, all of the terms, covenants and conditions of the Lease, and the rights and obligations of the Landlord and Tenant thereunder shall remain in full force and effect and hereby are ratified and affirmed. In the event of any inconsistency between the terms of the Lease and this Amendment, the terms of this Amendment shall govern and control. This Amendment shall be binding upon and inure to the benefit of Landlord, Tenant and their respective successors and permitted assigns.

(f) This Amendment may be executed in facsimile or other counterparts by the Landlord and Tenant, each of which counterpart shall constitute an original and all of which, taken together, shall constitute one and the same instrument. This Amendment may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time. Each person executing this Amendment on behalf of a party represents and warrants that it has the full power, authority and legal right to execute and deliver this Amendment on behalf of such party and that this Amendment constitutes the legal, valid and binding obligations of such party, its representatives, successors and assigns, enforceable against such party or parties in accordance with its terms.

[*Remainder of page intentionally blank; signatures on following page(s)*]

The parties have executed this Amendment by their duly authorized officers, as of the date first above written.

LANDLORD:

G&I IX MJW LAKE POINTE III & IV LLC
a Delaware limited liability company

By: G&I IX MJW Lake Pointe JV LLC,
a Delaware limited liability company

By: G&I IX Investment Lake Pointe LLC,
a Delaware limited liability company,
its Managing Member

By: Robert Hyman
Robert Hyman (Jan 21, 2022 16:31 EST)
Name: Robert Hyman
Title: Vice President

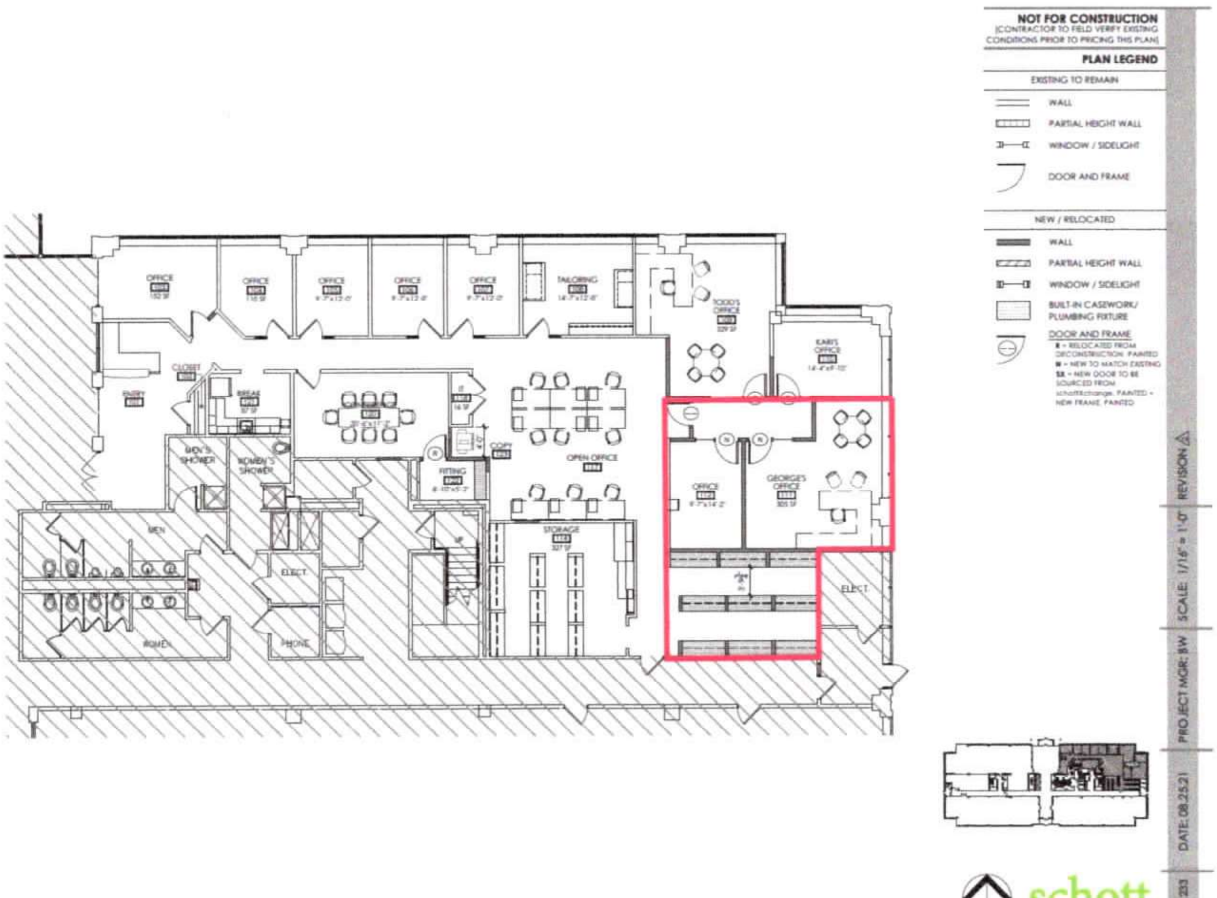
TENANT:

TOM JAMES COMPANY,
a Tennessee corporation,
d/b/a Tom James of Indianapolis

By: Lori Gibson
Name: Lori Gibson
Title: Lease Executive

EXHIBIT A

Expansion Area



TOM JAMES EXPANSION

LAKE POINTE III | SUITE 140 & 150 | 8470 ALLISON POINTE BLVD, INDIANAPOLIS, IN 46250

5,149 RSF

EXHIBIT B

Form of Commencement Date Certificate

COMMENCEMENT DATE CERTIFICATE

BUILDING:	8470 Allison Pointe Blvd, Indianapolis, IN
PREMISES:	Suite 140
LANDLORD:	G&I IX MJW Lake Pointe III & IV LLC
LEASE DATED:	January 20, 2010, as amended by First Amendment to Office Lease dated October 20, 2015, Second Amendment of Lease dated July ____, 2020 and Third Amendment to Lease dated __________, 2021
TENANT:	Tom James Company

The undersigned Tenant under the lease described above (the "Lease") hereby certifies to Landlord that:

1. Tenant is the tenant under the Lease for space in the above-referenced Building demising approximately 5,149 rentable square feet of space (the "Premises").

2. Tenant has accepted possession of and is occupying the Premises (including the Expansion Area) pursuant to the Lease.

3. The Expansion Area Commencement Date (as defined in the Third Amendment) is _________, 20___. The Extension Term (as defined in the Third Amendment) shall expire on __________, 20___, subject to one (1) available renewal option.

4. Tenant has commenced payment of Rent for the Extension Term or will commence payment of Base Rent for the Extension Term on ________, 20___.

5. Except as referenced above, the Lease has not been assigned, sublet, modified, supplemented or amended in any way. Accordingly, the Lease constitutes the entire agreement between the parties and there are no other agreements between Landlord and Tenant concerning the Premises.

6. Tenant has no option or right of first refusal to purchase all or any portion of the Building.

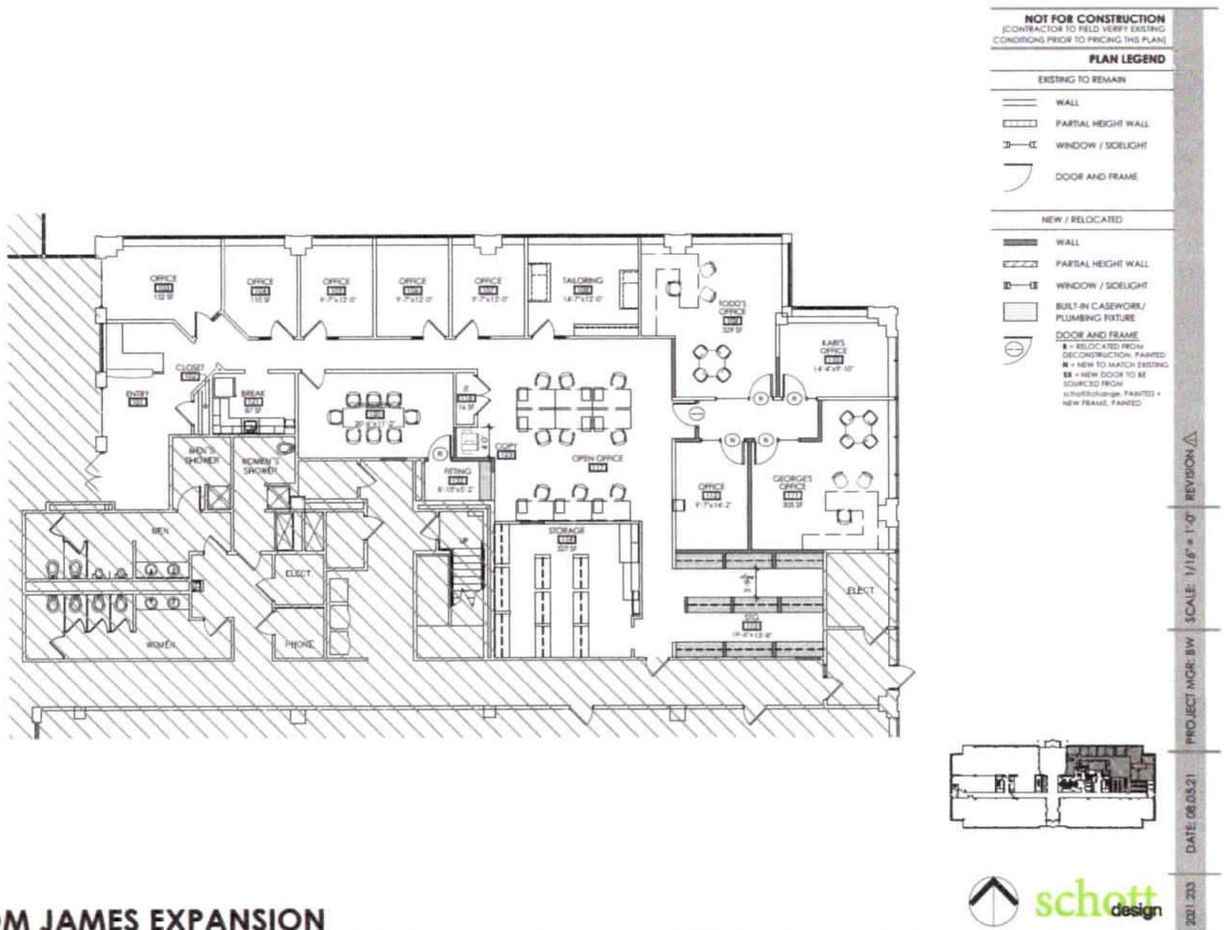
7. The Lease is valid and in full force and effect and neither Landlord nor Tenant is in default thereunder. Tenant currently has no defense, setoff or counterclaim against Landlord arising out of the Lease or in any way relating thereto, or arising out of any other transaction between Tenant and Landlord, and no event has occurred and no condition exists, which with the giving of notice or the passage of time, or both, will constitute a default under the Lease.

TOM JAMES COMPANY,
a Tennessee corporation,
d/b/a Tom James of Indianapolis

By: (Example Only)
Name: ____________________
Title: ____________________

EXHIBIT C

Expansion Work



schott design

TOM JAMES EXPANSION

LAKE POINTE III | SUITE 140 & 150 | 8470 ALLISON POINTE BLVD. INDIANAPOLIS, IN 46250

5,149 RSF

NOT FOR CONSTRUCTION
(CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS PRIOR TO PRICING THIS PLAN)

PLAN LEGEND

EXISTING TO BE REMOVED

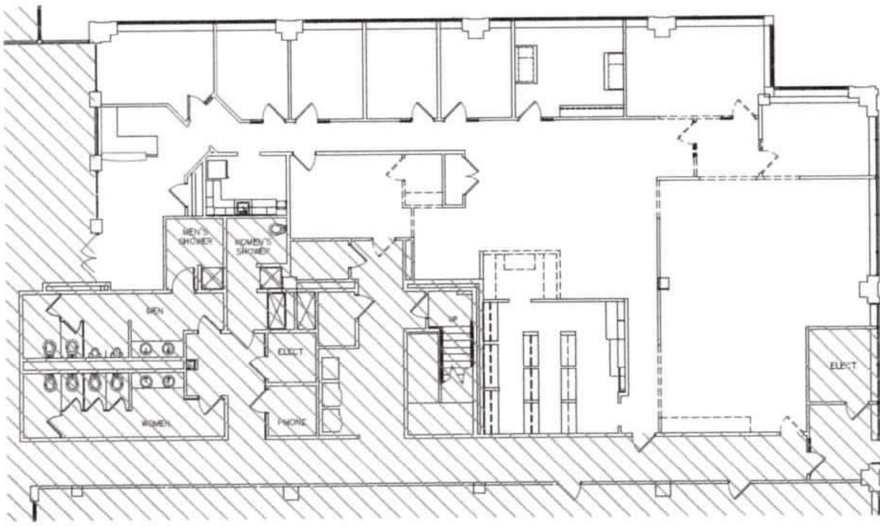
WALL

DOOR AND FRAME

EXISTING TO REMAIN

WALL

DOOR AND FRAME



2021.233 | DATE: 08.05.21 | PROJECT MGR: BW | SCALE: 1/16" = 1'0" | REVISION △

DECONSTRUCTION
TOM JAMES EXPANSION

schott design

LAKE POINTE III | SUITE 140 & 150 | 8470 ALLISON POINTE BLVD, INDIANAPOLIS, IN 46250

5,149 RSF

M&JWILKOW

BID ANALYSIS AND ESTIMATED PROJECT COSTS

Tenant: **Tom James**
Bldg: **Lake Pointe III**
Suite: **140 & 150** 5,149

Date: **8.23.2021**
Rev:

Item	Description of Work	Burnside	SOW Notes
			Based on Schott Design's space plan dated 8.5.2021
1	Demolition	$4,157.00	Work needed to complete job as per plan
2	Rough Carpentry	$12,474.00	Work needed to complete job as per plan
3	Drywall		Included in Rough Carpentry
4	Acoustical Ceilings	$2,046.00	Allowances requested for patch and repair
5	Doors/Frames/Hardware (including Installation)	$6,600.00	Work needed to complete job as per plan
6	Glazing		Included in Doors/Frames/Hardware
7	Millwork	$2,300.00	Base bid includes removing and reusing existing millwork in all locations.
8	Flooring: Carpet, VCT, and Vinyl Base	$19,731.80	1. New carpet thoughout at $28/yd installed. 2. New VCB throughout
9	Floor Preparation	$0.00	Included in Flooring
10	Painting and Wallcovering/Finishes	$12,925.00	New paint throughout
11	Electrical and Life Safety	$12,661.00	1. Electrical work needed to complete job. 2. New light fixtures in new offices to match expansion area. 3. Update fire alarm devices. 4. See alternate for option for new light fixtures in existing space. 5. See alternate for updating all electrical devices to white.
12	HVAC	$3,300.00	Allowances requested.
13	Plumbing	$0.00	NA
14	Fire Protection	$1,980.00	Sprinkler work needed to complete job as per plan
15	Specialties	$0.00	NA
16	Appliances	$0.00	NA
17	Lights	$0.00	See alternate for optional new fixtures throughout existing space
18	General Conditions/ Supervision/ Permitting	$13,925.00	Includes after hours work. See alternate for perfoming during business hours.
19	**Construction Subtotal**	$92,099.80	
22	Contractor's Fee	$8,439.98	OH&P
23	**Base Bid Construction Total**	$100,539.78	
24	Total Amount of Accepted Alternates (from line item 46).	$0.00	
25	**GC'S Contract Amount**	$100,539.78	
26	Construction Contingency/ Approx. 7.5% of Contract Amount	$7,540.48	Contingency if needed
27	Window Blinds Cleaning & Repairs (Allowance)		Included
28	Phone/Comm. Riser Fees(Allowance): IMG		Not included
29	Remove Existing Phone/Data Wires		Not included
30	Phone/Data Cabling Fees		Not included/Tenant to provide
31	Security Vendor		Not included
32	Permit Expediting Fees & Permit Costs (Allowance)		NA
33	Architectural Fees (Allowance)		Not included
34	MEP Engineering Fees (Allowance):		Not included
35	Structural Engineering Fees(Allowance)		Not included
36	FF&E (Allowance)		Not included
37	Building Fees: Overtime, Keying, Draindowns, Etc.		Included
38	**Estimated Project Subtotal**	$108,080.26	Includes contingency if needed
39	M & J Wilkow's Construction Fee @3% of Hard Costs	$2,989.21	
40	**Estimated Project Total**	$111,069.47	Includes contingency if needed
41	Price Per R.S.F.	$21.57	
42	Tenant Allowance @ $__.__ per RSF		
43	Tenant Allowance or Turnkey Budget Balance		
44	(Over)/Under Budget	($111,069.47)	
45	Add-On Alternates (Add to base bid) Accepted Y/N		
A	Change out all existing devices to white	$2,100.00	
B	Update light fixtures in existing space to match expansion area	$6,800.00	
C	Deduct for performing work during business hours	($7,700.00)	Deduct from base bid
46	**Accepted Alternates**	$0.00	

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