From: Inselberg, Robert <Rob.Inselberg@dinsmore.com>
Sent: Thursday, January 13, 2022 3:33 PM
To: Regina Hall <rhall@wilkow.com>
Cc: Chris Cafouras <jcafouras@wilkow.com>; Greg Mast <gmast@wilkow.com>; Timothy Shields <tshields@wilkow.com>
Subject: RE: Request for Legal Approval for Landlord Signature - Lake Pointe/Tom James Third Amendment 1.13.22

This is the correct final version for LL signature.

Dinsmore
Robert Inselberg
Partner
Dinsmore & Shohl LLP • Legal Counsel
211 North Pennsylvania Street, Suite 1800, Indianapolis, IN 46204
T (317) 860-5342 • F (317) 639-6444

From: Regina Hall <rhall@wilkow.com>
Sent: Thursday, January 13, 2022 3:02 PM
To: Inselberg, Robert <Rob.Inselberg@dinsmore.com>
Cc: Chris Cafouras <jcafouras@wilkow.com>; Greg Mast <gmast@wilkow.com>; Timothy Shields <tshields@wilkow.com>
Subject: Request for Legal Approval for Landlord Signature - Lake Pointe/Tom James Third Amendment 1.13.22

Hi Rob – can you please confirm the Tenant Executed 3rd Amendment dated 1.13.22 is in the correct form for Landlord signature.

Thank you, Gina

Regina Hall
General Manager
M&JWILKOW
10401 N. Meridian Street
Suite 124
Carmel, Indiana 46290
Tel: 317-881-6908
Cell: 317-677-4001
rhall@wilkow.com
www.wilkow.com

Re: LPIII/Tom James

David Bengel <dbengel@draadvisors.com>
To Timothy Shields
Cc Inselberg, Robert; Regina Hall; Gillihan, Kevin; Chris Cafouras

Reply | Reply All | Forward

Tue 1/11/2022 1:4

Yes, I spoke to Kevin a little while ago and approved.

DRA ADVISORS | DAVID BENGEL
Director
575 Fifth Avenue, 38th Fl, New York, NY 10017
Phone 212.652.7472 | dbengel@draadvisors.com
https://www.draadvisors.com

From: Timothy Shields <tshields@wilkow.com>
Sent: Tuesday, January 11, 2022 1:42:28 PM
To: David Bengel <dbengel@draadvisors.com>
Cc: Inselberg, Robert <Rob.Inselberg@dinsmore.com>; Regina Hall <rhall@wilkow.com>; Gillihan, Kevin <Kevin.Gillihan@am.jll.com>; Chris Cafouras <jcafouras@wilkow.com>
Subject: FW: LPIII/Tom James

Dave,
Please let us know if Rob's revised drat of the Tom James amendment is approved. Thanks

Tim Shields
Senior Vice President
M&JWILKOW
20 South Clark Street
Suite 3000
Chicago, IL 60603
Tel: 312.279.5989
Cell: 312.925.4725
Fax: 312.602.7889
tshields@wilkow.com
www.wilkow.com

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

Qg

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

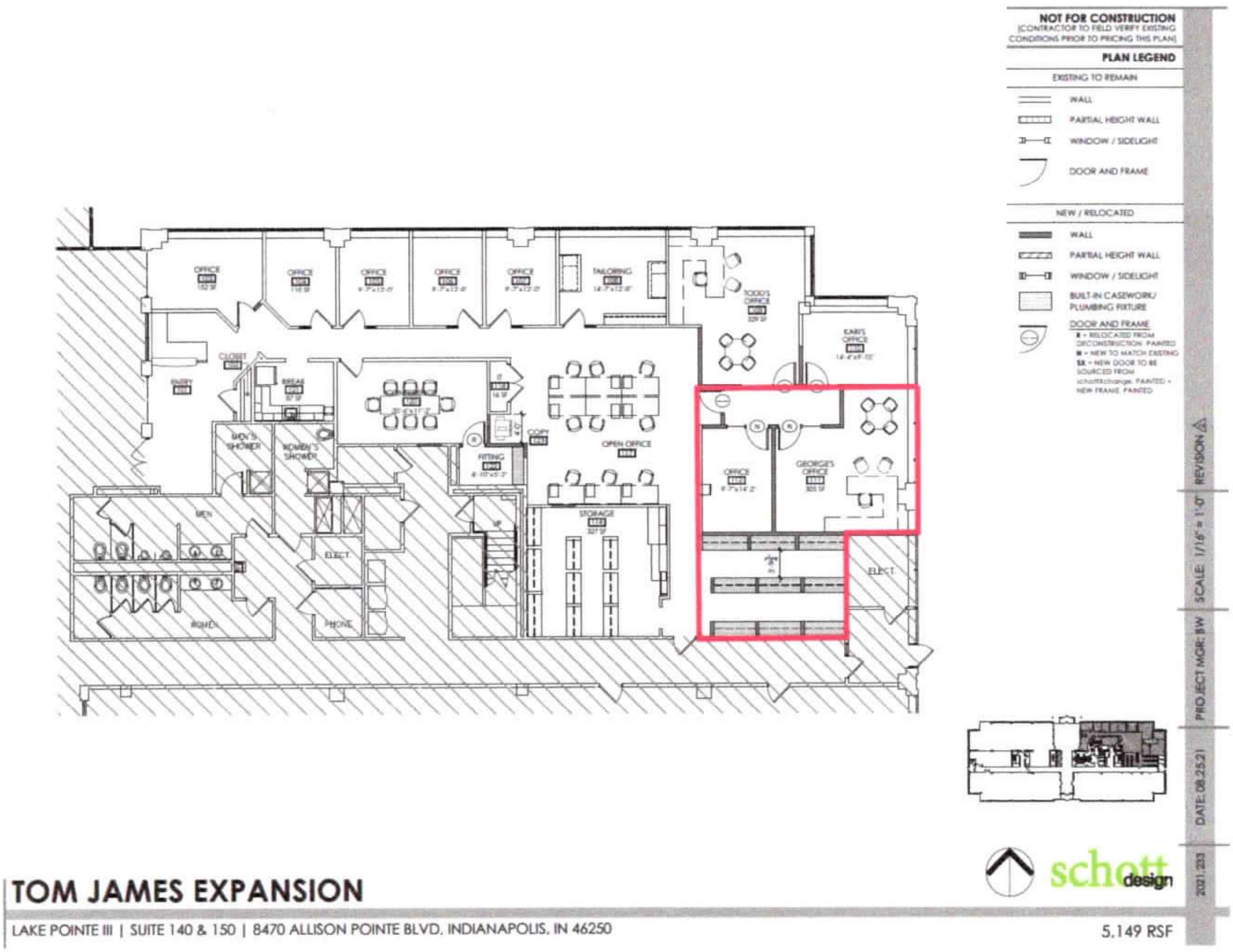


EXHIBIT B

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.

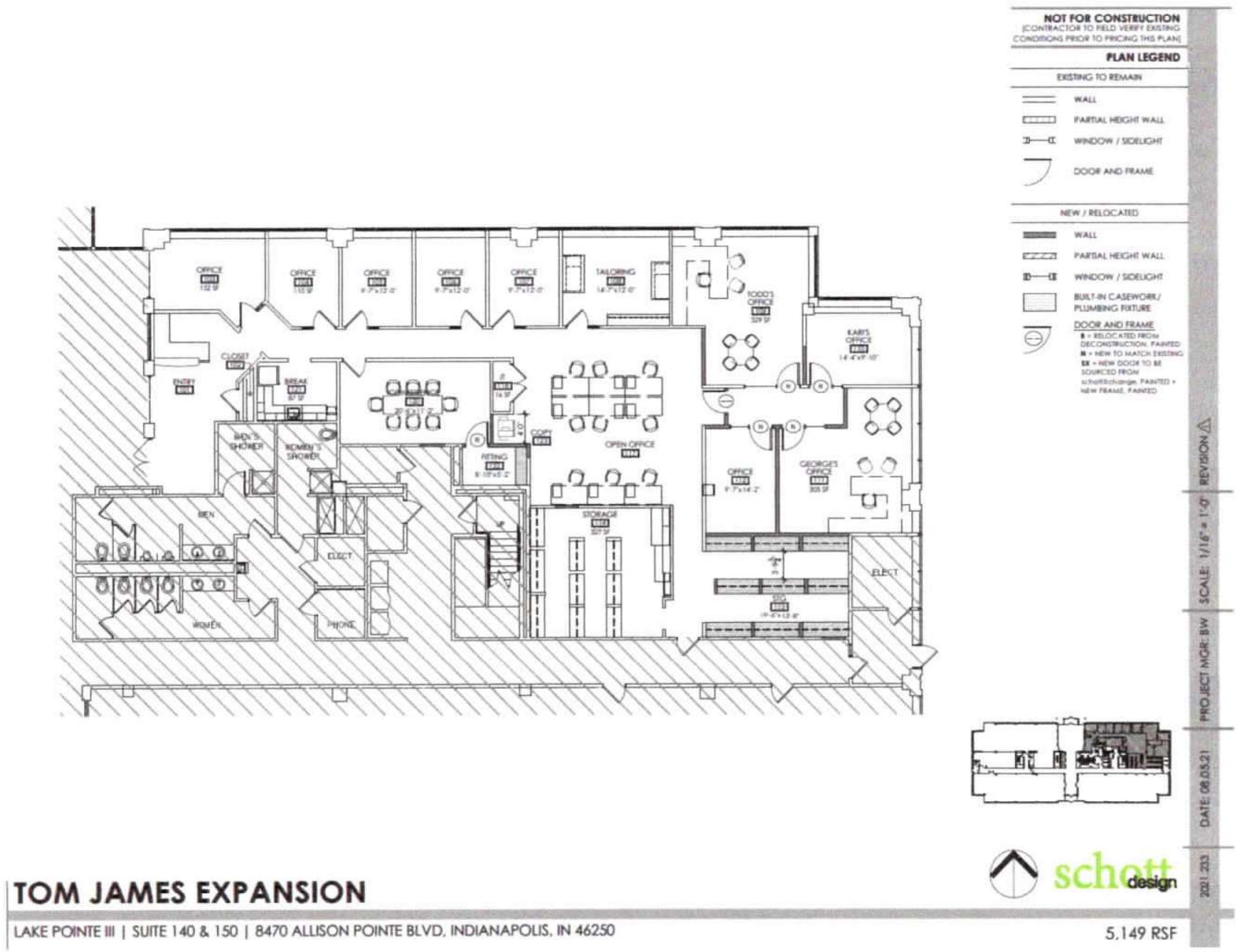
7. The Lease is valid and in full force and effect and neither Landlord nor Tenant is in default thereunder. Tenant currently has no defense, setoff or counterclaim against Landlord arising out of the Lease or in any way relating thereto, or arising out of any other transaction between Tenant and Landlord, 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



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

PLAN LEGEND

EXISTING TO BE REMOVED

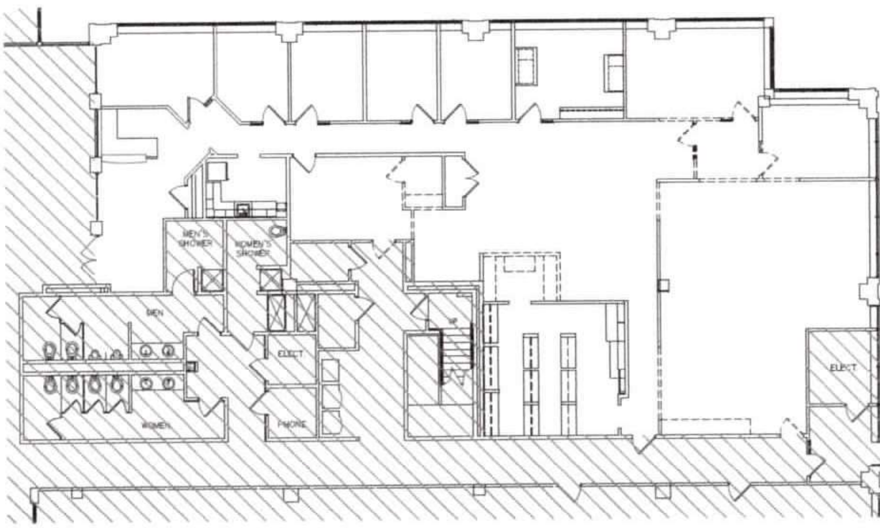
WALL

DOOR AND FRAME

EXISTING TO REMAIN

WALL

DOOR AND FRAME



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

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	

23754499.8

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
Creekside Crossing
8 Cadillac Drive Suite 200
Brentwood TN 37027

CONTACT NAME: Wendy McClure
PHONE (A/C, No, Ext): 615-661-7500
FAX (A/C, No): 615-377-5101
E-MAIL ADDRESS: Wendy_McClure@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of America	25674
INSURER B : Zurich American Insurance Company	16535
INSURER C : Insurance Company of State of PA	19429
INSURER D : St Paul Fire and Marine Insurance Co	24767
INSURER E :	
INSURER F :	

INSURED
Tom James Company
263 Seaboard Lane
Franklin, TN 37067

COVERAGES **CERTIFICATE NUMBER:** 1073161735 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		TJGLSA487D135020	7/1/2021	7/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			TJCAP487D1349-20	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	X UMBRELLA LIAB / X OCCUR			UXCPC71667	7/1/2021	7/1/2022	EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 25,000,000
	DED / X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WR10005926	7/1/2021	7/1/2022	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B C	Property Workers Comp			PPR 8362170-05 WR10005926	7/1/2021 7/1/2021	7/1/2022 7/1/2022	Phys Dam/Time Elemen Work Comp	$200,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as Additional Insureds as regards General Liability coverage as required by written contract, pursuant to and subject to the policy's terms, definitions, conditions, and exclusions, per forms CGD0370405, CGD1261095, CGD1440196, CG24041093.
Named Insured includes: Tom James of Indianapolis, 8470 Allison Pointe Ctr. III, Suite 140, Indianapolis, IN 46250.
Additional Insured(s): G&I IX MJW Lake Pointe JV LLC, it affiliates, subsidiaries and assigns; M & J Wilkow Properties, LLC, DRA Advisors and Canadian

Imperial Bank of Commerce, acting through its New York branch, as administrative agent for the lenders, successors and/or assigns, as mortgagee.

Time Element and Extra Expense losses are covered under the property policy

CERTIFICATE HOLDER

G&I IX MJW Lake Pointe III & IV LLC
20 South Clark Street
Chicago IL 60603

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael E. Hargis

One American Square
Suite 1800
Indianapolis, IN 46282
Tel +1 317 639 0515
cushmanwakefield.com

December 9, 2021 – Final Terms

Kevin Gillihan
JLL
8900 Keystone Crossing
Indianapolis, IN 46240
SENT VIA E-mail: kevin.Gillihan@am.jll.com

RE: TOM JAMES CO.
LAKE POINTE CENTER 3
8470 ALLISON POINTE BLVD
INDIANAPOLIS, IN 46250

Kevin,

We have been authorized by our client, Tom James Co, to obtain a proposal to expand office space at Lake Pointe Center 3. Please provide your response by ***Friday, August 27, 2021***.

Please respond per below:

LOCATION:	8470 Allison Pointe Blvd, Suite 140 Indianapolis, IN 46250
BUILDING OWNERSHIP:	The building is owned by G&I IX MJW LAKE POINTE III & IV LLC. M&J Wilkow and DRA Advisors are the controlling entities.
BUILDING MANAGEMENT:	The building is professionally managed by M&J Wilkow, with one onsite property manager, one onsite building engineer and one day porter. Property manager shall have an office located onsite on the 2nd Floor of LP III.
PREMISES:	4,139 RSF (existing space) 1,010 RSF (expansion space) 5,149 RSF Total See Exhibit A.
BOMA STANDARD OF MEASUREMENT:	Usable Square Feet is calculated using BOMA standards. Single tenant floors have a 12% add-on factor and multi-tenant floors have a 15% add-on factor.
TARGET EXPANSION COMMENCEMENT:	Tenant would like to be in space as soon as possible, but no later than February 1, 2022. To be determined based upon speed of lease execution.
LEASE TERM:	Expansion Space: Six (6) years and Three (3) months Existing Space: Twenty-Seven (27) months
RENTAL RATE:	Please quote rates on a Full-Service basis. Expansion Space:

Month 1-3: Free
Months 4-12: $23.00/RSF
Months 13-24: $23.58/RSF with 2.25% increases per existing rent schedule.

Existing Space:
Rent shall line up with Expansion Space rent schedule starting May 1, 2026.

RENTAL CONCESSIONS: Expansion Space: Three (3) months

Existing Space: One (1) month, to be applied to existing lease upon lease execution

RENEWAL OPTION: Tenant shall have one (1) five (5) year option to extend the lease as detailed in existing lease.

OPERATING EXPENSES & REAL ESTATE TAXES (OPEX): Expansion space to have 2022 base year. All other OPEX language to be per existing lease.

TENANT IMPROVEMENTS: Landlord shall fund 100% of the construction cost as detailed below:

$115,000	Total cost to improve the space
($35,350)	Expansion TI allowance
($46,895)	Extension TI allowance
($31,043)	Existing non-convertible Tenant TI allowance
$1,713	Difference funded by Landlord

The work above shall fund the following scope of work:

- ✓ Demolition & construction per the attached space plan
- ✓ New carpeting throughout entire space
- ✓ New painting throughout entire space
- ✓ All fee related to construction and permitting

SPACE PLANNING: Included and paid for by Landlord in construction costs detailed above.

RESTORATION: Per existing lease

ASSIGNMENT AND SUBLETTING: Per existing lease

HAZARDOUS MATERIALS: Per existing lease

SECURITY DEPOSIT: No additional funds required.

LEGAL EFFECT: Landlord confirmed Tenant's understanding that this is a non-binding request for proposal of lease terms and not an offer to lease or to enter into a lease agreement. The parties will be bound only if and when a definitive lease agreement containing mutually acceptable terms is executed by both Landlord and Tenant. No obligation to negotiate or to respond to any proposal is created by this request. Tenant reserves the right to reject all proposals.

REPRESENTATION: Landlord confirms that David A. Moore, SIOR, CCIM of Cushman & Wakefield will be acting as agent on behalf of Tenant and is to be paid a commission by the Landlord, equal to four percent (4%) of the gross aggregate rental contracted to be paid under the Lease Agreement.

In addition, so long as Tenant recognizes Cushman & Wakefield as its agent on any expansion, renewal, and extensions of Tenant's Lease, and Cushman & Wakefield is active in the process, Cushman & Wakefield shall be paid a commission by the Landlord equal to four percent (4%) of the gross aggregate rental contracted to be paid under any expansion, renewal and/or extension of Tenant's Lease. Commission shall be paid in full upon the final execution of the Lease Agreement, and any expansions, renewals, and extensions thereof by Landlord and Tenant.

Kevin Gillihan with JLL is the agent of Landlord.

Agreed, per a separate agreement.

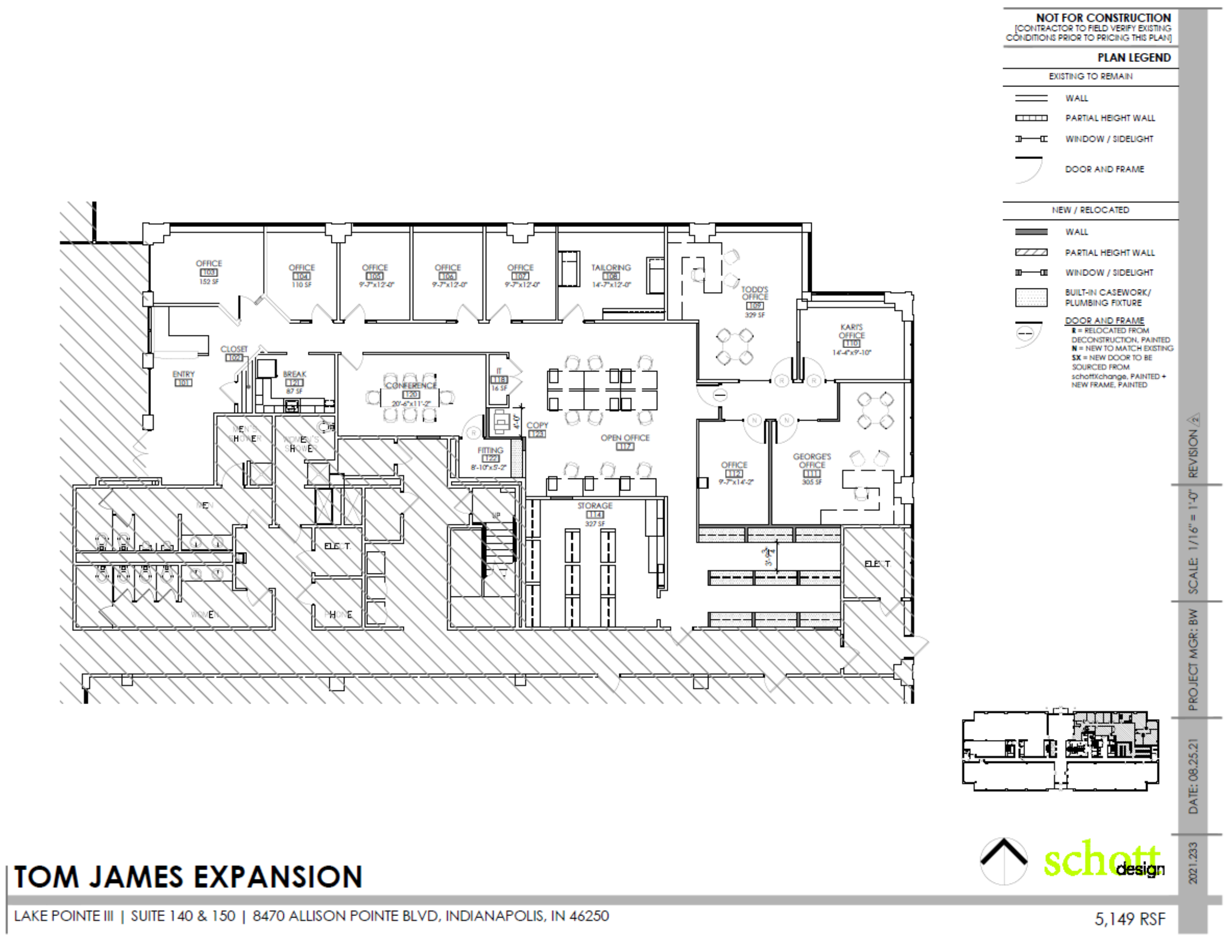
CONFIDENTIALITY: The information contained in this proposal is privileged and confidential, intended only for the use of Tenant and Landlord. All parties shall keep the terms of this proposal and any negotiations or agreements strictly confidential unless mutually and specifically agreed otherwise.

Should you have any questions concerning this agreement, please contact me per the contact information below.

Best wishes,

David A. Moore, SIOR, CCIM
Managing Director
Office Services
317.639.0490
david.moore@cushwake.com

Exhibit A


NOT FOR CONSTRUCTION
[CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS PRIOR TO PRICING THIS PLAN]
PLAN LEGEND
EXISTING TO REMAIN
WALL
PARTIAL HEIGHT WALL
WINDOW / SIDELIGHT
DOOR AND FRAME
NEW / RELOCATED
WALL
PARTIAL HEIGHT WALL
WINDOW / SIDELIGHT
BUILT-IN CASEWORK/ PLUMBING FIXTURE
DOOR AND FRAME
R = RELOCATED FROM DECONSTRUCTION, PAINTED
N = NEW TO MATCH EXISTING
SX = NEW DOOR TO BE SOURCED FROM schottXchange, PAINTED + NEW FRAME, PAINTED
OFFICE 103 152 SF
OFFICE 104 110 SF
OFFICE 105 9'-7"x12'-0"
OFFICE 106 9'-7"x12'-0"
OFFICE 107 9'-7"x12'-0"
TAILORING 108 14'-7"x12'-0"
TODD'S OFFICE 109 329 SF
KARI'S OFFICE 110 14'-4"x9'-10"
ENTRY 101
CLOSET 102
BREAK 121 87 SF
CONFERENCE 120 20'-6"x11'-2"
IT 118 16 SF
COPY 123
4'-0"
OPEN OFFICE 117
FITTING 122 8'-10"x5'-2"
OFFICE 112 9'-7"x14'-2"
GEORGE'S OFFICE 111 305 SF
STORAGE 114 327 SF
UP
ELECT.
REVISION 2
SCALE: 1/16" = 1'-0"
PROJECT MGR: BW
DATE: 08.25.21
2021.233
schott design
TOM JAMES EXPANSION
LAKE POINTE III | SUITE 140 & 150 | 8470 ALLISON POINTE BLVD, INDIANAPOLIS, IN 46250
5,149 RSF

LEASING COMMISSION CALCULATIONS

Lake Pointe	III
Tenant Name:	Tom James Co.
Type:	New/Expansion
Outside Broker?	Yes

Lease Commencement:	5/1/2022
Lease Expiration:	7/31/2028

% Due Upon Execution	100%
% Due Upon Commencement	0%

Premises	1,010	RSF
150	-	
Total	1,010	

	Firm	% Commission
Outside Broker	CushWake	4.00%
Inside Broker	JLL	2.00%
Inside Renewal	M&J Wilkow	0.00%
Total		6.00%

Total Commission Calculation						Detailed Allocation of Commission					
						Outside Broker		*Inside Broker*		*Inside Renewal*	
Year	**Rate**	**Rent Months**	**Rent**	**Total Commission**	**Total Commission**	***Rate***	***Commission***	***Rate***	***Commission***	***Rate***	***Commission***
1	$0.00	3	$0.00	0.00%	$0.00	*0.00%*	*$0.00*	*0.00%*	*$0.00*	*0.00%*	*$0.00*
2	$23.00	9	$17,422.50	6.00%	$1,045.35	*4.00%*	*$696.90*	*2.00%*	*$348.44*	*0.00%*	*$0.00*
3	$23.52	12	$23,755.20	6.00%	$1,425.31	*4.00%*	*$950.21*	*2.00%*	*$475.10*	*0.00%*	*$0.00*
4	$24.05	12	$24,290.50	6.00%	$1,457.43	*4.00%*	*$971.62*	*2.00%*	*$485.81*	*0.00%*	*$0.00*
5	$24.59	12	$24,835.90	6.00%	$1,490.15	*4.00%*	*$993.44*	*2.00%*	*$496.72*	*0.00%*	*$0.00*
6	$25.14	12	$25,391.40	6.00%	$1,523.48	*4.00%*	*$1,015.66*	*2.00%*	*$507.83*	*0.00%*	*$0.00*
7	$25.71	12	$25,967.10	6.00%	$1,558.03	*4.00%*	*$1,038.68*	*2.00%*	*$519.34*	*0.00%*	*$0.00*
8	$26.29	3	$6,638.23	6.00%	$398.29	*4.00%*	*$132.76*	*2.00%*	*$132.76*	*0.00%*	*$0.00*
	Total	**75**	**$148,300.83**		**$8,898.05**		***$5,932.03***		***$2,966.00***		***$0.00***

Payment Schedule:	**Outside Broker**	**Inside Broker**	**M&J**	**Total**
Due upon execution:	$5,932.03	$2,966.00	$0.00	$8,898.03
Due Upon Commencement:	$0.00	$0.00	$0.00	$0.00
Total	$5,932.03	$2,966.00	$0.00	$8,898.03

Payment Schedule:	**Outside Broker**	**Inside Broker**	**M&J**	**Total**
Due upon execution:	$9,160.02	$3,664.00	$915.99	$13,740.01
Due Upon Commencement:	$0.00	$0.00	$0.00	$0.00
Total	$9,160.02	$3,664.00	$915.99	$13,740.01

	Outside Broker	**Inside Broker**	**M&J**	**Total**

Approved by:

Kevin Gillick

Leasing Agent

Date: 1.14.22

Regina Hall

General Manager

Date: 1.14.22

Asset Manager

Date:

LEASING COMMISSION CALCULATIONS

Lake Pointe	III
Tenant Name:	Tom James Co.
Type:	Renewal
Outside Broker?	Yes

Lease Commencement:	5/1/2026
Lease Expiration:	7/31/2028

% Due Upon Execution	100%
% Due Upon Commencement	0%

Premises	4,139	RSF
140	-	
Total	4,139	

	Firm	% Commission
Outside Broker	CushWake	4.00%
Inside Broker	JLL	1.60%
Inside Renewal	M&J Wilkow	0.40%
Total		6.00%

Total Commission Calculation						Detailed Allocation of Commission					
						Outside Broker		***Inside Broker***		***Inside Renewal***	
Year	**Rate**	**Rent Months**	**Rent**	**Total Commission**	**Total Commission**	***Rate***	***Commission***	***Rate***	***Commission***	***Rate***	***Commission***
1	$0.00	1	$0.00	0.00%	$0.00	*0.00%*	*$0.00*	*0.00%*	*$0.00*	*0.00%*	*$0.00*
2	$25.14	11	$95,383.26	6.00%	$5,723.00	*4.00%*	*$3,815.33*	*1.60%*	*$1,526.12*	*0.40%*	*$381.53*
3	$25.71	12	$106,413.69	6.00%	$6,384.82	*4.00%*	*$4,256.55*	*1.60%*	*$1,702.62*	*0.40%*	*$425.65*
4	$26.29	3	$27,203.58	6.00%	$1,632.21	*4.00%*	*$1,088.14*	*1.60%*	*$435.26*	*0.40%*	*$108.81*
5			$0.00	0.00%	$0.00	*0.00%*	*$0.00*	*0.00%*	*$0.00*	*0.00%*	*$0.00*
6			$0.00	0.00%	$0.00	*0.00%*	*$0.00*	*0.00%*	*$0.00*	*0.00%*	*$0.00*
7			$0.00	0.00%	$0.00	*0.00%*	*$0.00*	*0.00%*	*$0.00*	*0.00%*	*$0.00*
8			$0.00	6.00%	$0.00	*0.00%*	*$0.00*	*0.00%*	*$0.00*	*0.00%*	*$0.00*
	Total	**27**	**$229,000.52**		**$13,740.03**		***$9,160.02***		***$3,664.00***		***$915.99***

Payment Schedule:	**Outside Broker**	**Inside Broker**	**M&J**	**Total**
Due upon execution:	$9,160.02	$3,664.00	$915.99	$13,740.01
Due Upon Commencement:	$0.00	$0.00	$0.00	$0.00
Total	$9,160.02	$3,664.00	$915.99	$13,740.01

Approved by:

Kevin Gillich

Leasing Agent
Date: 1.14.22

Regina Hall

General Manager
Date: 1.14..22

Asset Manager
Date: ____________

LP III
Tom James, PROPOSAL 27 month(s)
Rent $26.02 sf, 2.25% bumps, T/I $11.33 psf, 27 Mos Term, 1 month(s) free rent
4139 RSF
May 1, 2022

Year		1		2		4		5		6		7	
Rate	$	-	$	-	$	-	$	25.14	$	25.71	$	26.69	
													Total
Rent $26.02 sf, 2.25% bumps	$	-	$	-	$	-	$	95,383	$	106,414	$	27,204	$ 229,001
Base Year $10.16							$	(38,548)	$	(42,052)	$	(10,513)	
T/I $11.33 psf	$	(46,895)											
L/C 6.0%	$	(13,740)											
Landlord Costs	$	-											
Landlord Costs	$	-											
Landlord Costs	$	-											
Free Rent 1 month(s)	$	-											
	$	**(60,635)**	**$**	**-**	**$**	**-**	**$**	**56,835**	**$**	**64,361**	**$**	**16,691**	**$ 229,001**
IRR		**19%**											
NPV 6.0 %		**$41,740**											

Business Point	**Tom James**
Premises:	LP III
RSF:	4,139
New or Renewal:	Extension
Lease Term:	27 month(s)
Commencement Date:	5/1/2022
Beneficial Occupancy:	n/a
Base Rent:	$26.020 w/2.25% bumps
Free Rent:	1 month(s)
TIA:	$11.33
Commission:	6.0%
IRR:	**19%**

Building		LP III	
Tenant		Tom James	
New, Renewal, Expanison		Extension	
RSF		4,139	
COM		5/1/2022	
Term		27	
Months of free rent		1	
Rate	$	26.02	
Bumps		2.25%	102.25%
TI	$	11.33	
OPEX	$	10.16	
L/C		6.0%	

LP III

Tom James, PROPOSAL 75 month(s)

Rent $23.00 sf, 2.25% bumps, T/I $36.70 psf, 75 Mos Term, 3 month(s) free rent

1010 RSF

May 1, 2022

Year		1		2		3		4		5		6		7	
Rate	$	23.00	$	23.52	$	24.05	$	24.59	$	25.14	$	25.71	$	26.28	
														3 months	Total
Rent $23.00 sf, 2.25% bumps	$	23,230	$	23,753	$	24,287	$	24,834	$	25,392	$	25,964	$	6,637	$ 154,096
Base Year $10.16	$	(10,262)	$	(10,262)	$	(10,262)	$	(10,262)	$	(10,262)	$	(10,262)	$	(2,565)	
T/I $36.70 psf	$	(37,067)													
L/C 6.0%	$	(8,897)													
Landlord Costs	$	-													
Landlord Costs	$	-													
Landlord Costs	$	-													
Free Rent 3 month(s)	$	(5,808)													
	$	**(38,803)**	**$**	**13,491**	**$**	**14,026**	**$**	**14,572**	**$**	**15,131**	**$**	**15,702**	**$**	**4,072**	**$ 154,096**
IRR		**26%**													
NPV 6.0 %		**$23,802**													

Business Point	**Tom James**
Premises:	LP III
RSF:	1,010
New or Renewal:	Expansion
Lease Term:	75 month(s)
Commencement Date:	5/1/2022
Beneficial Occupancy:	n/a
Base Rent:	$230 w/2.25% bumps
Free Rent:	3 month(s)
TIA:	$36.70
Commission:	6.0%
IRR:	**26%**

Building		LP III	
Tenant		Tom James	
New, Renewal, Expanison		Expansion	
RSF		1,010	
COM		5/1/2022	
Term		75	
Months of free rent		3	
Rate	$	23.00	
Bumps		2.25%	102.25%
TI	$	36.70	
OPEX	$	10.16	
L/C		6.0%	

LEASE ANALYSIS FORM

Version:	Final
Initial Analysis Date:	
Revised Date:	1.21.2022

Lease Information

Center	Lake Pointe III	
Building/Center #	0712	
Tenant Name	Tom James Company	
Main Suite # / Additional Suite #s	140	150
Rentable Square Footage	4,139	1,010
Firm Lease Term (# Months)	27.0	75
Free Rent (#Months)	1	3
Deal Type (New,Renewal,Expansion)	Renewal	Expansion
Lease Start Date (mm/dd/yy)	5/1/2026	5/1/2022
Lease Expiration Date	7/31/28	7/31/2028
% of Building (Suites 140 and 150)	5.87%	

PROPERTY DATA

Property Rentable SF	93,654
Current Occupancy	79.87%
Annual Operating Expense / SF	$10.16
Annual % Increase in OPEX*	
Is this a Net Lease?	No

(0% if 100% pass-through)

COMMISSION BASED ON

TOTAL INCOME:	$377,301
LESS CONCESSIONS:	
Lease Assumption:	
Moving Allowance:	
Rent during Termination Option Period:	
TI Above Building Standard:	
Other (describe below):	
TOTAL CONCESSIONS:	
NET INCOME:	$377,301

Capital Investments

		Total $ Amount	
Leasing Commissions Tenant Broker (%)	4.00%	$15,092	
Leasing Commissions Landlord Broker 1.6% & Wilkow	2.00%	$7,546	M&J $915.99 for Renew Only
Tenant Improvements ($ / SF)		$83,958	
Tenant Improvement cost based on	Stated rate		
Total Design & Legal Costs		$5,000	
Pro Fee (Atlanta Only)- fill in Monthly Rent in cell H26		No	
Pro Fee $ Amount Tenant Broker (Atlanta only)			
Pro Fee $ Amount Landlord Broker (Atlanta only)	Select CM Fee Structure		
Construction Management Fee		$2,519	
Misc. Expenses			
Total Capital Investments		$114,114.78	

TENANT INFO

Type Business	Professional Clothier
Public/Private	Private
Years in Business	55
Financial Strength	Good
Stock Symbol	
SIC Code	7299

*** Budget and proposed SF amount are calculated on the total term.**

Budgeted					Proposed		
Rentable Square Footage	4,139	1,010			Base Rent ($/SF)	$25.14	$23.00
Term (Months)	27	75			Term (Months)	27	75
Base Rent ($/SF)	$25.14	$23.00			Escalations($/SF/yr) OR		
Free Rent Months	1	3			Escalations(%/SF/yr)	2.25%	2.50%
Escalations($/SF/yr) OR		OPEX ($/SF/yr)	$10.16		OPEX ($/SF/yr)	$10.16	
Escalations(%/SF/yr)	2.25%	Concessions($/SF/yr)	$0.93		Concessions($/SF/yr)	$0.93	
		Effective Rate ($/SF/yr)	$14.05		Effective Rate ($/SF/yr)	$14.05	
TI and CM Fees ($)	$91,476.74	TI, Misc, CM ($/SF/yr)	$9.02		TI, Misc, CM ($/SF/yr)	$9.29	
Leasing Commissions ($)	$22,638.04	Commissions($/SF/yr)	$2.43		Commissions($/SF/yr)	$2.43	
		Net Rent ($/SF/yr)	$2.60		Net Rent ($/SF/yr)	$2.33	
					Net Lease Value	89.61%	

Annual Cash Flows

*Month range must be 12 or less except in free rent area

	Starting Date	End Date	Face Rate	Gross Income	Operating Exp	Net Income	Total Cash Flow
							($114,115)
Free/Step Rent 0							
Free/Step Rent 0							
Free/Step Rent 1	5/1/26	5/31/26			($3,504)	($3,504)	($3,504)
Month(s) 11	6/1/26	4/30/27	$25.14	95,383	($38,548)	$56,835	$56,835
Month(s) 12	5/1/27	4/30/28	$25.71	106,414	($42,052)	$64,361	$64,361
Month(s) 3	5/1/28	7/31/28	$26.29	27,204	($10,513)	$16,691	$16,691
Month(s) 0							
Month(s) 3	5/1/22	7/31/22			($2,565)	($2,565)	($2,565)
Month(s) 9	8/1/22	4/30/23	$23.00	17,423	($7,696)	$9,726	$9,726
Month(s) 12	5/1/23	4/30/24	$23.52	23,755	($10,262)	$13,494	$13,494
Month(s) 12	5/1/24	4/30/25	$24.05	24,291	($10,262)	$14,029	$14,029
Month(s) 12	5/1/25	4/30/26	$24.59	24,836	($10,262)	$14,574	$14,574
Month(s) 12	5/1/26	4/30/27	$25.14	25,391	($10,262)	$15,130	$15,130
Month(s) 12	5/1/27	4/30/28	$25.71	25,967	($10,262)	$15,706	$15,706
Month(s) 3	5/1/28	7/31/28	$26.29	6,638	($2,565)	$4,073	$4,073
Month(s) 0							
Month(s) 0							
Month(s) 0							
Month(s) 0							
Month(s) 0							
Month(s) 0							
Month(s) 0							
Month(s) 0							
Total Term : 102							
Aggregate Totals				$377,301	($158,753)	$218,549	$104,434

Pay-back Analysis

Annualized Cash-on-Cash Return	40.67%	TI Job Code	
Estimated Pay-back Period (# of Months)	13.16019861	LC Job Code	

Lease Notes

Leased Address	Billing Address	
8470 Allison Pointe Boulevard	8470 Allison Pointe Boulevard	Tenant Contact: Todd Browne
Suite 140	Suite 140	Phone #: 317-571-9191
Indianapolis, Indiana 46250	Indianapolis, Indiana 46250	

Maker	Todd Browne	Corporate RE Director	N/A	Local RE Director	N/A
Title	President/CEO	Title		Title	

COMMISSION RECAP

LANDLORD BROKER COMMISSION PERCENTAGE	2.0%	Pro Fee LLD Broker	$7,546
TENANT BROKER COMMISSION PERCENTAGE	4.0%	Pro Fee Tnt Broker	$15,092
TOTAL COMMISSION PERCENTAGE	6.0%		$22,638

				%	Amount
Tenant Broker to be paid by	Property	*Distribution:*	Tenant Broker:	4%	$15,092
Has the first month's rent been received?	No	N/A	Landlord Broker & M&J Wilkow:	2%	$7,546
Has the Security Deposit been received?	No	N/A	Total	6.0%	$22,638.04

LANDLORD BROKER / ADDRESS

		% Due	Amount	Date Due
JLL				
8900 Keystone Crossing, Suite 1150	TOTAL AMOUNT DUE	2.00%	$7,545.99	1-Feb-22
Indianapolis, Indiana 46240	AMOUNT DUE UPON EXECUTION	100%	$7,545.99	
	AMOUNT DUE UPON RENTALPAYMENT		$ -	

TENANT BROKER / REMITTANCE ADDRESS

		% Due	Amount	Date Due
Cushman & Wakefield				
One American Square, Suite 1800	TOTAL AMOUNT DUE	4.00%	$15,092.05	1-Feb-22
Indianapolis, Indiana 26282	AMOUNT DUE UPON EXECUTION	100%	$ 15,092.05	
	AMOUNT DUE UPON RENTALPAYMENT		$ -	

Commission Notes

PREPARED BY:	Regina Hall	1.14.2022
REVIEWED & APPROVED BY LEASING AGENT:	Kevin Gillihan	1.14.2022
APPROVED BY DRA ASSET MANAGER:		

D R A · ADVISORS LLC

Lease Documentation Checklist

Center/Building:	Lake Pointe III		
Tenant:	Tom James Company	Deal Type:	Renewal & Expansion
Suite:	140 Renewal & 150 Expansion		
RSF:	5,149		

Document/Lease Package Review:	Yes	No	Comments
At least two original leases with exhibits, signed by Tenant.		x	electronic
Lease Analysis Form.	X		
Leasing agent sign-off that encumbrances and/or options/rights of third parties are cleared. **AGENT MUST INITIAL HERE**	KG		
Is Lender approval required?		X	
If required , has Lender approval been obtained?		N/A	
Letter of Credit -- executed, original document, if applicable		N/A	
Guaranty, signed by all parties, if applicable.		N/A	
Copy of Security Deposit check.		N/A	
Copy of first month's rent check.		N/A	
Tenant financials, if available.	x		
Tenant insurance certificate.	X		
Has the tenant made any interlineations or changes in the document and if so have they been initialed and flagged for LL to initial?		X	
Has the term commencement date or any other date in the document passed yet? If so, confirm that no changes are required to the document.		x	
Did Tenant fill in date of the document (instead of leaving for us to fill in)? If so, confirm that this does not create a problem.		X	
Are all Exhibits attached?/ Are they the correct versions?/ Has leasing approved them? If blanks are filled-in in Exhibits, are they correct and are they filled in the same on each copy?	X		
Is there any other document this Tenant was supposed to supply? (Documentation of merger/name change, etc.)		X	

Reviewed and Approved:

Kevin Gillihan

Leasing Agent (signature)

Kevin Gillihan

Leasing Agent (print)

Office Client Profile Sheet

Occupant Legal Name	Tom James Company	Transaction Type
Building	Lake Pointe III 0712	New Deal
Suite Number	140 & 150	Renewal X
Square Footage	5,149	Expansion x
Term:	5/1/26 - 7/31/28 27 mos. 5/1/22 - 7/31/2028 75 mos.	Renewal 140 Expansion 150 Other

Client Information

Industry / SIC Code	7299	Organization Structure (Public, Private, S-Corp., Etc..)	Private
Stock Symbol	0	Tax ID # or SS #	
Location Profile (What do they do in this location?)	Professional Clothier	Previous Location(s)	

Notice Address		**Local Operations/Emergency Contact**	
Company	Tom James Company		
Name		Name	
Title		Title	
Address	8470 Allison Pointe Boulevard	Address	
Address	Suite 140	Address	
Address	Indianapolis, Indiana 46250	Address	
Phone #	Todd Browne	Phone #	
Fax #	317-571-9191	Fax #	
E-mail Address		E-mail Address	

Local Address		**Billing Address**	
Company	Tom James Company	Company	Tom James Company
Address	8470 Allison Pointe Boulevard	Address	8470 Allison Pointe Boulevard
Address	Suite 140	Address	Suite 140
Address	Indianapolis, Indiana 46250	Address	Indianapolis, Indiana 46250
Contact Name	Todd Browne	Contact Name	
Phone #	317-571-9191	Phone #	
Fax #		Fax #	
E-Mail		E-Mail	

Corporate Decision Maker		**Corporate Real Estate Executive (CRE)**	
Name	Todd Browne	Name	N/A
Title	President/CEO	Title	0
Address	0	Address	0
Address	0	Address	0
Address	0	Address	0
Phone #		Phone #	
Fax #		Fax #	
E-mail Address	0	E-mail Address	

Local Real Estate Director		**Client's Broker**	
Name	N/A	Name	Cushman & Wakefield
Title	0	Title	
Address	0	Address	One American Square, Suite 1800
Address	0	Address	Indianapolis, Indiana 26282
Address	0	Address	0
Phone #		Phone #	
Fax #		Fax #	
E-mail Address		E-mail Address	

(Complete phone, fax and e-mail if available)

ASSET MANAGER: David Bengel

CHECK ONE: NEW LEASE [ ] RENEWAL [X] EXPANSION [X] EARLY RENEWAL OR REWORK

BUILDING / TENANT / SQUARE FOOTAGE INFORMATION

DATE:	1.21.2022	MASTER LEASE ID (for property use only):	
CENTER:	Lake Pointe III	NET RENTABLE AREA:	5,149 /RSF
BUILDING/CENTER #:	0712 Suite: 140	COMMON AREA FACTOR %:	
TENANT NAME:	Tom James Company	NET USABLE AREA:	/USF
LEASED ADDRESS:	8470 Allison Pointe Boulevard	COMPREHENSIVE RED-LINE: ATTACHED (Y/N):	No
	Suite 140 Indianapolis, Indiana 46250	ON-FILE:	No
BILLING ADDRESS:	8470 Allison Pointe Boulevard		
	Suite 140 Indianapolis, Indiana 46250		
TENANT CONTACT:	Todd Browne		
PHONE:	317-571-9191		

PARKING:	Spaces	Charge	Sq. Ft. Per
Total	-		0
Reserved			0
Unreserved			

BASE RENT / EXPENSE RECOVERIES / CREDIT INFORMATION

BASE RENT SCHEDULE:

# OF MOS	RENT BEGINS	RENT ENDS	RATE /SF	MONTHLY RENT	RENT THIS PERIOD
					$ -
					$ -
1	5/1/26	5/31/26	$0.00	$0.00	$ -
11	6/1/26	4/30/27	$25.14	$8,671.21	$ 95,383.26
12	5/1/27	4/30/28	$25.71	$8,867.81	$ 106,413.69
3	5/1/28	7/31/28	$26.29	$9,067.86	$ 27,203.58
			$0.00		$ -
3	5/1/22	7/31/22	$0.00	$0.00	$ -
9	8/1/22	4/30/23	$23.00	$1,935.83	$ 17,422.50
12	5/1/23	4/30/24	$23.52	$1,979.60	$ 23,755.20
12	5/1/24	4/30/25	$24.05	$2,024.21	$ 24,290.50
12	5/1/25	4/30/26	$24.59	$2,069.66	$ 24,835.90
12	5/1/26	4/30/27	$25.14	$2,115.95	$ 25,391.40
12	5/1/27	4/30/28	$25.71	$2,163.93	$ 25,967.10
3	5/1/28	7/31/28	$26.29	$2,212.74	$ 6,638.23
					$ -
					$ -
					$ -
102	Lease Term	Avg. Rate	$24.61	TOTAL	$ 377,301.36

EXPENSE INFORMATION: **REVIEW ALL RECOVERY SECTIONS**

BASE YEAR (STOP): 2022
OPEX Recoveries: $10.16
CAPS (Y/N) Yes If yes, in which Paragraph 5% - Para 3.2 (iv)

Insurance Per Month
Taxes Per Month
GROSS UP % 95%
BLDG SF USED FOR RECOVERIES (Y/N) no
If no, specified sf in lease as: SF
or, specified % in lease as: % 5.87%
or, other:

Exclusions:
OTHER UNIQUE RECOVERY PROVISIONS?
If yes, in which Paragraph

Lease Commencement Date: 5/1/26
5/1/222

**A25 will only be populated if there is free rent
**A26 will only be populated if there is step rent
** Net Income:

Comments:

CREDIT INFORMATION OBTAINED:

SECURITY DEPOSIT: NEW
AMOUNT: $5,691.13 X EXISTING
COLLECTED: No DATE COLLECTED
Comments:

OTHER RENT (Escalating, Parking, and Ect...):

MOS	BEGINS	ENDS	

LETTER OF CREDIT
AMOUNT: $0.00 FINANCIAL INSTIT.
RENEWAL DATE
COLLECTED: No SENT TO OWNER

LATE FEE: (Y/N) Yes
Assessed On: 6th **Percentage:** Prime + 5% - Interest
Date Delinquent: 6th **SVC Fee:** $50.00
Section 3.1

TERMS:
GUARANTY: No

1ST MONTH'S RENT
AMOUNT: N/A TO BE APPLIED AS
COLLECTED: (Y/N) N/A RENT FOR MONTH N/A
DATE COLLECTED

OPTION INFORMATION

CERTIFICATE OF INSURANCE: Yes Para./Exhibit: 1st Amend. Sect. 7.5
SIGNAGE RIGHTS: (Y/N) Yes Para./Exhibi 6.1(c) 1st Amend
ROOF RIGHTS: (Y/N) No Para./Exhibi

LL RIGHT TO RELOCATE: (Y/N) Yes Para./Exhibit: Section 22
Minimum 120 day notice
EXCLUSIVE RIGHTS: (Y/N) No Terms:

RIGHT OF FIRST REFUSAL: (Y/N) No
Paragraph/Exhibit: 1

DESCRIPTION:	DATE	RSF	RATE

COMMENT:

RENEWAL OPTIONS: (Y/N) Yes Para./Exhibi Sect. 1 1st Amend
Notice DATE: TERM IN MOS. 60
RATE: FMV:

Comments:

OTHER EXPANSION RIGHTS: (Y/N) No
Paragraph/Exhibit:

DESCRIPTION	DATE	RSF	RATE

COMMENT:

DOWNSIZE/CANCELLATION RIGHTS: (Y/N) No
Paragraph/Exhibit:

DESCRIPTION	PENALTY	RSF	DATE

COMMENT:

FUTURE FINANCIAL COMMITMENTS (TI,LC,Etc):
Amount: N/A Date:

COMMENT:

COMMISSION / TENANT FINISH / CONSTRUCTION INFORMATION

COMMISSION BASED ON: LANDLORD AGENT ONLY:
TOTAL INCOME: $377,301.36
OR
LESS CONCESSIONS:
Lease Assumption: CO-BROKERED:
Moving Allowance: $0.00
Other: $0.00
TOTAL CONCESSIONS: $0.00
NET INCOME: $377,301.36

TENANT FINISH ALLOWANCE			**Inc / CM Fee**
PAID, TENANT:		$0.00	/SF
PAID, LANDLORD:	$86,476.74	$16.79	/SF
TOTAL:	$86,476.74	$16.79	/SF

Tenant Finish Allowance based on Stated rate

FINAL CONSTRUCTION COST: $86,476.74
CERTIFICATE OF OCCUPANCY: (Y/N) Yes
OTHER CONCESSIONS NOT DETAILED:

PAID TO LANDLORD AGENT: JLL
LEASING AGENT'S NAME:

AMOUNT PAID UPON: $377,301.36
PERCENTAGE 2.00%
TOTAL AMOUNT DUE $7,545.99

AMOUNT DUE UPON EXECUTION 100.00% $7,545.99
AMOUNT DUE UPON RENTALPAYMEI 0.00% $0.00

PAID TO:
FIRM NAME: Cushman & Wakefield
BROKER NAME: One American Square, Suite 1800
ADDRESS: Indianapolis, Indiana 26282

TAX I.D. # OF FIRM:
BROKER'S LICENSE NUMBER:
COMMISSION AGREEMENT: (Y/N) No
AMOUNT PAID UPON $377,301.36
(Moving Allowance? Parking?)
PERCENTAGE 4.00%
TOTAL AMOUNT DUE $15,092.05
(check commission agreement for exclusion of moving allowance)

Tenant Broker to be paid Property

AMOUNT DUE UPON EXECUTION 100.00% $ 15,092.05
AMOUNT DUE UPON RENTALPAYMEI 0.00% $ -

APPROVALS:

TI JOB CODE # 0
PREPARED BY : Regina Hall **LC JOB CODE #** 0
REVIEWED & APPROVED BY PROPERTY MANAGER: Regina Hall
REVIEWED & APPROVED BY DRA ASSET MANAGER:
Budgeted Commission Total $22,638.04