

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE ("Amendment") is made this ~~15th~~ ^{May} day of ~~XXX~~, 2023 ("Effective Date") by and between **G&I IX MJW LAKE POINTE III & IV LLC**, a Delaware limited liability company ("Landlord") and **THE HEALTHCARE GROUP, LLC**, an Indiana limited liability company ("Tenant").

RECITALS:

A. Landlord and Tenant are current parties to that certain Office Lease dated October 31, 2011, as amended by that certain First Amendment to Office Lease dated August 1, 2017 and that certain Second Amendment to Office Lease dated October 10, 2017 (as amended and assigned, the "Lease") demising to Tenant Suites 200 and 201, deemed as of the Effective Date, to contain 6,818 rentable square feet (the "Current Premises") in the office building commonly known as Lake Pointe IV located at 8250 Allison Pointe Boulevard, Indianapolis, Indiana (the "Building");

B. Landlord and Tenant desire to contract the Current Premises by decreasing the leasable space of the Premises by 2,364 rentable square feet (the "Contraction Space"), as depicted on **Exhibit A** attached hereto and incorporated herein, on the terms and conditions hereinafter set forth; and

C.L andlord and Tenant desire to modify the Lease to provide for the contraction of the Premises, the 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. **Contraction Space**. Notwithstanding anything to the contrary, effective as of June 1, 2023 (the "Contraction Date"), the Premises are hereby modified to remove the Contraction Space from the Premises. On or before the Contraction Date, Tenant shall surrender the Contraction Space in broom clean condition, normal wear and tear and casualty damage excepted and shall remove therefrom all personal property including furniture, fixtures and equipment, and Tenant's telecommunications cabling, wiring and related equipment, and promptly repair any damage caused by such removal. Effective as of the Contraction Date, any reference in the Lease to the Premises shall be deemed to exclude the Contraction Space, the Premises shall be deemed to consist of 4,454 rentable square feet and Tenant's Percentage shall be deemed to be 5.4622%. Upon request by Landlord following the Contraction Date, Tenant shall sign and deliver to Landlord a commencement certificate confirming certain pertinent information in the form attached hereto as **Exhibit B** ("Contraction Date Certificate").

2. **Extension of Lease Term; Renewal Term**. The Term is hereby extended for a period commencing on the Contraction Date and continuing for a period of sixty-three (63) months therefrom (the "Extension Term").

Landlord grants to Tenant an option to extend the Extension Term 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 or commence. Should Tenant elect to exercise this option to extend, Tenant shall do so by written notice to Landlord at least nine (9) but not more than 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 lease renewal transactions for similar space in comparable buildings in the applicable submarket, taking into account all relevant factors including, without limitation, prevailing market allowances and concessions, the lease term, the size of the space, the location of the buildings, the amenities offered at the buildings, the age of the buildings, and whether operating expenses and other pass-through expenses are on a triple net, base year, expense stop or other basis. Notwithstanding anything to the contrary set forth in the Lease, Tenant shall have no other right or option to extend the Term except as expressly provided herein.

3. **Base Rent Payment Modifications.** The Base Annual Rent for the Extension Term shall be payable as follows:

<u>Period</u>	<u>Rate/sf</u>	<u>Monthly Rental Installment</u>
Months 1 – 12 *	\$22.00	\$8,165.67
Months 13 – 24	\$22.66	\$8,410.64
Months 25 – 36	\$23.34	\$8,663.03
Months 37 – 48	\$24.04	\$8,922.85
Months 49 – 60	\$24.76	\$9,190.09
Months 61 – 63	\$25.50	\$9,464.75

* Notwithstanding anything to the contrary contained herein, and solely as a concession to enter this Amendment, Tenant's obligation to pay Base Rent shall be abated for the first three (3) months of the Extension Term.

4. **Additional Rent for Operating Expenses and Real Estate Taxes Modifications.**

A. During the Extension Term, the Base Year with respect to Real Estate Taxes and Operating Expenses shall be the calendar year 2023.

B. Notwithstanding anything to the contrary, during the Extension Term, Tenant's Operating Expense Rental (exclusive of Non-Controllable Operating Expenses) shall not increase by more than five percent (5%) per annum on a cumulative and compounding basis. As used herein, "Non-Controllable Expenses" shall mean insurance premiums, snow and ice removal, utilities, the cost of complying with governmental regulations or modifications thereof, and labor costs, but only to the extent arising from the unionization of any service rendered at the Building or otherwise resulting from union wage increases.

C. Notwithstanding anything to the contrary, the cost of any capital improvements or other costs to be included in Operating Expenses shall be limited to those expenses for improvements (i) which are intended as a labor-saving device or to effect other economies in the operation or maintenance of the Building, (ii) are required under any governmental law or regulation or (iii) for the refurbishment or replacement of Building improvements or amenities; provided, however, that if any such cost described in (i), (ii) or (iii)

above is a capital expenditure as determined in accordance with Generally Accepted Accounting Principles (GAAP), such cost shall be amortized (including interest on the unamortized cost) over its useful life as Landlord shall reasonably determine.

D. Provided Tenant is not then in default under the Lease beyond any applicable notice and cure periods, Tenant or its accountants (provided that such accountant is compensated on an hourly or fixed fee basis and not on a contingency fee basis) shall have the right, at Tenant's sole cost and expense, upon not less than ten (10) days' notice to Landlord, to audit Landlord's book and records pertaining to Operating Expenses and Real Estate Taxes, and Landlord shall make all such books and records available for Tenant and its accountants during normal business hours in the office of the Building manager. Any such audit must be completed within sixty (60) days following the furnishing by Landlord to Tenant of the annual reconciliation statement for the applicable Lease year. Unless Tenant shall take written exception to any item within ninety (90) days after the furnishing of the annual reconciliation statement, such statement shall be considered as final and accepted by Tenant. If such audit discloses an overcharge or undercharges, the parties shall make such adjustments as may be reasonably required to rectify such overcharge or undercharge.

5. **Condition of Premises.** On or before the Contraction Date, Landlord shall, at its sole cost and expense, (i) install the demising wall to separate the Contraction Space from the Premises, (ii) install new carpeting throughout the Premises (excluding the Contraction Space), and (iii) paint as needed in the Premises (collectively, "Landlord Work"). Landlord Work shall be performed in a good and workmanlike manner, in accordance with all applicable laws, codes, ordinances and regulations, and in a manner so as to not unreasonably interfere with Tenant's conduct of Tenant's business in the Current Premises during Tenant's normal business hours.

Landlord Work shall be deemed to be "substantially complete" on the date that all Landlord Work has been performed, other than minor punch-list items and any details of construction, mechanical adjustment or any other similar matter, the noncompletion of which does not materially interfere with Tenant's use of the Premises for the conduct of Tenant's business. However, if Landlord is delayed in the performance of the Landlord Work as a result of any event of Force Majeure (as defined in the Lease) or Tenant Delay (hereinafter defined), the Landlord Work shall be deemed to be substantially complete on the date that Landlord could reasonably have been expected to substantially complete the Landlord Work absent any such event of Force Majeure or Tenant Delay. "Tenant Delay" means any act or omission of Tenant or its agents, employees, vendors or contractors that actually delays the substantial completion of the Landlord Work, including, without limitation: (1) performance of work in the Contraction Premises by Tenant or Tenant's contractor(s) during the performance of the Landlord Work; or (2) if the performance of any portion of the Landlord Work depends on the prior or simultaneous performance of work by Tenant and if Landlord has provided prior notice to Tenant of such work in reasonable detail along with a commercially reasonable schedule for Tenant's performance of such work, a delay by Tenant or Tenant's contractor(s) in the completion of such work.

Other than with respect to the completion of the Landlord Work, Tenant shall accept the Premises in its current, "as-is" condition without representation or warranty from Landlord except as expressly set forth herein and Landlord will have no obligation to perform any other leasehold improvements to the Premises.

Notwithstanding anything to the contrary, all alterations, additions, fixtures and other property within the Premises upon the expiration or earlier termination of the Term shall remain for the benefit of Landlord after the Term unless Landlord shall direct that the same be removed,

in which event Tenant shall remove the same as provided in this Lease. If, at the time that Tenant requests Landlord's consent to make alterations or additions to, or install fixtures in, the Premises, Tenant also requests Landlord's determination as to whether any such alterations, additions, fixtures will be required to be removed by Tenant at the expiration or earlier termination of the Lease, Landlord shall provide a determination at such time. Otherwise, at Landlord's request, made before or after the expiration or earlier termination of the Term, Tenant shall remove all alterations or additions which may have been made to the Premises by Tenant (except those which Landlord may designate in writing as not requiring removal), as well as all fixtures, equipment, wiring and cabling, personal property and signage which may have been installed or placed therein or on the Property by or on behalf of Tenant, and Tenant shall repair any damage caused by the installation or removal of any such fixtures, equipment, wiring and cabling, personal or signage and restore the Premises or other portion of the Property to its original condition, all in a good and workmanlike fashion as Landlord may direct. If Tenant shall not have removed all equipment, wiring and cabling, furniture, trade fixtures or other personal property, whether owned by Tenant or other parties, as of the expiration or earlier termination of the Term, Landlord may (a) remove and store the same at the expense of Tenant or sell the same on behalf of Tenant at public or private sale in such manner as is commercially reasonable, with any proceeds thereof to be first applied to the costs and expenses, including attorney's fees, of the storage and sale and the payment of any amounts owed by Tenant under this Lease, or (b) treat the same as abandoned property and remove and claim or dispose of the same in such manner as Landlord may elect, all at the expense of Tenant.

6. **Indemnity and Insurance.** Section 7.4 of the Lease is hereby deleted in its entirety and Section 7.5 of the Lease is hereby amended and restated as follows:

" Section 7.5. Insurance and Indemnity. Tenant shall obtain and keep in full force and effect at all times during the Term the following insurance coverages relating to the Premises:

(a) **Commercial General Liability.** Insurance against loss or liability in connection with bodily injury, death, or property damage or destruction, occurring on or about the Premises under one or more policies of commercial general liability insurance. Each policy shall be written on an occurrence basis and contain coverage acceptable to Landlord. Each policy shall specifically include the Premises and all areas, including sidewalks and corridors, adjoining or appurtenant to the Premises. The insurance coverage shall be in an initial amount, with no deductible, of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence limit, Two Million and 00/100 Dollars (\$2,000,000.00) general aggregate limit per location, Two Million and 00/100 Dollars (\$2,000,000.00) personal and advertising limit, Two Million and 00/100 Dollars (\$2,000,000.00) products/completed operations limit and One Million and 00/100 Dollars (\$1,000,000.00) damage to premises rented to you, with an Excess Limits (Umbrella) Policy in the amount of at least Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) aggregate. Each policy shall also include the broad form comprehensive general liability endorsement or equivalent and, in addition, shall provide at least the following extensions or endorsements, if available: (1) coverage for explosion, collapse, and underground damage hazards, when applicable; (2) personal injury coverage to include liability assumed under any contract; (3) a cross liability or severability of interest extension or endorsement or equivalent so that if one insured files a claim against another insured under the

policy, the policy affords coverage for the insured against whom the claim is made as if separate policies had been issued; (4) a knowledge of occurrence extension or endorsement so that knowledge of an occurrence by the agent, servant, or employee of the insured shall not in itself constitute knowledge by the insured, unless a managing general partner or an executive officer, as the case may be, shall have received the notice from the agent, servant, or employee; (5) a notice of occurrence extension or endorsement so that if the insured reports the occurrence of an accident to its workers' compensation carrier and the occurrence later develops into a liability claim, the failure to report the occurrence immediately to each or any other company when reported to the workers' compensation carrier shall not be deemed a violation of the other company's policy conditions; (6) an unintentional errors and omissions extension or endorsement so that failure of the insured to disclose hazards existing as of the inception date of the policy shall not prejudice the insured as to the coverage afforded by the policy, provided the failure or omission is not intentional; and (7) a blanket additional insured extension or endorsement or equivalent providing coverage for unspecified additional parties as their interest may appear with the insured.

(b) Automobile. If applicable, comprehensive automobile liability insurance on an occurrence basis in an initial amount of at least One Million and 00/100 Dollars (\$1,000,000.00) combined single limit. This policy shall be on the then most current ISO form, providing the broadest coverage written to cover owned, hired, and non-owned automobiles. The policy shall include cross liability and severability of interest endorsements, if available.

(c) Property. Special coverage/all-risk property insurance, including fire and lightning, extended coverage, sprinkler damage, theft, vandalism and malicious mischief, or the ISO causes of loss-special form; and flood insurance (if required by Landlord, any lender of the Land, or any governmental authority) in an amount adequate to cover 100% of the replacement costs, without co-insurance, of Tenant's personal property and trade fixtures, as well as Tenant Improvements and Alterations, whether provided or performed by or through Landlord or Tenant and with a deductible not greater than Five Thousand and 00/100 Dollars (\$5,000.00).

(d) Workers' Compensation. Workers' compensation insurance in the amount required by law and employer's liability coverage of at least One Million and 00/100 Dollars (\$1,000,000.00) bodily injury per accident, One Million and 00/100 Dollars (\$1,000,000.00) for bodily injury by disease for each employee, and One Million and 00/100 Dollars (\$1,000,000.00) bodily injury disease aggregate and covering all persons employed, directly or indirectly, in connection with Tenant's business or any repairs, replacements, alterations, improvements or additions to the Premises.

(e) Business Interruption. Business income and extra expense insurance covering the risks to be insured by the special coverage/all risk property insurance described above, on an actual loss sustained basis for a period of at least twelve (12) months, but in all events in an amount sufficient to prevent Tenant from being a coinsurer of any loss covered under the applicable policy or policies.

(f) Other Insurance. Such other insurance as may be carried on the Premises and Tenant's operation of the Premises, as may be reasonably required by Landlord.

(g) Waivers of Recovery and Subrogation. Landlord and Tenant each expressly waive and release claims (and claim amount recovered) that they may have against the other or the other's employees, agents, or contractors for damage to its properties and loss of business (specifically including loss of rent by Landlord and business interruption by Tenant) as a result of the acts or omissions of the other party or the other party's employees, agents, or contractors (specifically including the negligence of either party or its employees, agents, or contractors and the intentional misconduct of the employees, agents, or contractors of either party), which claims are covered by the workers' compensation, employer's liability, property, rental income, business income, or extra expense insurance described in this Lease (or which would have been covered had the insurance required to be maintained hereunder been in full force and effect), or other property insurance that either party may carry at the time of an occurrence (and claim amount recovered). Landlord and Tenant shall each, on or before the earlier of the commencement of the Lease Term or the date on which Tenant first enters the Premises for any purpose, obtain and keep in full force and effect a waiver of subrogation from its insurer concerning the workers' compensation, employer's liability, property, rental income, and business interruption insurance maintained by it for the Building and the property located in the Building.

All insurance policies required of Tenant under this Lease shall be: (1) written with insurance companies having a policyholder rating of at least "A-" and a financial size category of at least "Class VIII" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies, and authorized to engage in the business of insurance in the State in which the Project is located; and (2) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance required of Tenant. LANDLORD, ITS MEMBERS, MANAGERS, PARENT, AFFILIATES, SUBSIDIARIES AND RESPECTIVE SUCCESSORS AND ASSIGNS, AND ITS PROPERTY MANAGER AND ANY OTHER PARTIES REASONABLY DESIGNATED BY LANDLORD FROM TIME TO TIME (COLLECTIVELY THE "ADDITIONAL INSUREDS") SHALL BE NAMED AS ADDITIONAL INSURED ON EACH OF SAID POLICIES (EXCLUDING THE WORKER'S COMPENSATION POLICY). IF AVAILABLE, EACH OF SAID POLICIES SHALL ALSO INCLUDE AN ENDORSEMENT PROVIDING THAT LANDLORD SHALL RECEIVE THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF ANY CANCELLATION, NONRENEWAL OR REDUCTION OF COVERAGE (EXCEPT THAT TEN (10) DAYS' NOTICE SHALL BE SUFFICIENT IN THE CASE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM). Regardless of carrier/agent notification to Landlord, Tenant shall provide Landlord with at least ten (10) days prior notice of any policy cancellation or material reduction in coverage limits or coverage amounts, with respect to any policy required of Tenant under this Lease. The minimum limits of insurance specified in this Section shall in no way limit or diminish Tenant's liability under this Lease. Tenant shall furnish to Landlord, not less than fifteen (15) days before the date the insurance is first required to be carried by Tenant, and thereafter at least fifteen (15) days before the expiration of each policy, true and correct photocopies of all insurance policies required under

this article, together with any amendments and endorsements to the policies, evidence of insurance (on ACORD 25, ACORD 28 or other reasonable form), and evidence of payment of all premiums and other expenses owed in connection with the policies. In the event of failure by Tenant to maintain the insurance policies and coverages required by this Lease or to meet any of the insurance requirements of this Lease, Landlord, at its option, and without relieving Tenant of its obligations hereunder, upon 5 days prior notice to Tenant, may obtain said insurance policies and coverages or perform any other insurance obligation of Tenant, but all costs and expenses incurred by Landlord in obtaining such insurance or performing Tenant's insurance obligations shall be reimbursed by Tenant to Landlord, together with interest on same from the date any such cost or expense was paid by Landlord until reimbursed by Tenant, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of this Lease is subject."

7. **Assignment and Subletting.** Notwithstanding anything to the contrary, Tenant shall be permitted to assign this Lease, or sublet all of the Premises, to an affiliate of Tenant without the prior consent of Landlord, if all of the following conditions are first satisfied (each, a "Permitted Transfer", and any entity for which Landlord's consent is not required under the terms hereof is a "Permitted Transferee"): (i) Tenant shall not then be in default of any of its obligations under this Lease beyond all applicable notice and cure periods; (ii) Tenant shall provide Landlord at least thirty (30) days prior written notice of such assignment or subletting and shall deliver to Landlord such other information regarding the assignment or sublease as Landlord may reasonably request; (iii) the proposed subtenant or assignee (or guarantor thereof) in Landlord's reasonable determination is creditworthy and financially responsible; (iv) a fully executed copy of such assignment or sublease, the assumption of this Lease by the assignee or acceptance of the sublease by the sublessee, shall have been delivered to Landlord; and (v) the Premises shall continue to be operated solely for the uses permitted by the Lease. Notwithstanding the foregoing provisions or anything to the contrary, Landlord's consent to an assignment or sublease shall not be required where Tenant assigns this Lease or sublet all of the Premises to an entity (i) into or with which Tenant is merged or consolidated, (ii) to which all or substantially all of the assets of Tenant are transferred, or (iii) that controls, is controlled by, or is under common control with Tenant. No sublease or assignment, including a Permitted Transfer, shall release Tenant from any of its obligations or liabilities hereunder.

8. **Notices.** Notwithstanding anything to the contrary, Landlord's mailing address for notices is as follows:

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 120
Indianapolis, IN 46290

9. **Rules and Regulations.** The Rules and Regulations attached to the Lease as Exhibit E thereto are hereby amended and restated in their entirety and replaced with **Exhibit C** attached to this Amendment in lieu thereof.

10. **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 Abby Zito and Kevin Gillihan of JLL ("Landlord's Broker") and Hokanson Companies, Inc. ("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 and 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. Landlord will be responsible for paying the Tenant's Broker and the Landlord's Broker a commission or fee in accordance with a separate agreement.

11. **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, Lessee shall not disclose, publish or disseminate any terms or provisions of this Amendment, including without limitation to any present, past, future or prospective tenants of the Building, and shall keep same strictly confidential. In the event of a breach of this subparagraph, such breach shall constitute an Event of Default by Lessee and Lessor shall have the right to exercise such rights and remedies

available to Lessor at law or in equity and the rights and remedies of Lessor as provided in the Lease.

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

(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 Lessor and Lessee 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 Lessor, Lessee and their respective successors and permitted assigns.

(f) This Amendment may be executed in facsimile or other counterparts by the Lessor and Lessee, 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: M & J LP Investors LLC,
its operating manager

By: M & J LP Manager, Inc.,
its manager

By: 
Name: Marc R. Wilkow
Title: President

TENANT:

THE HEALTHCARE GROUP, LLC,
an Indiana limited liability company

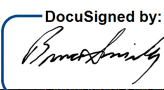
By: 
Name: Bruce Smiley
Title: President

EXHIBIT A

Contraction Premises

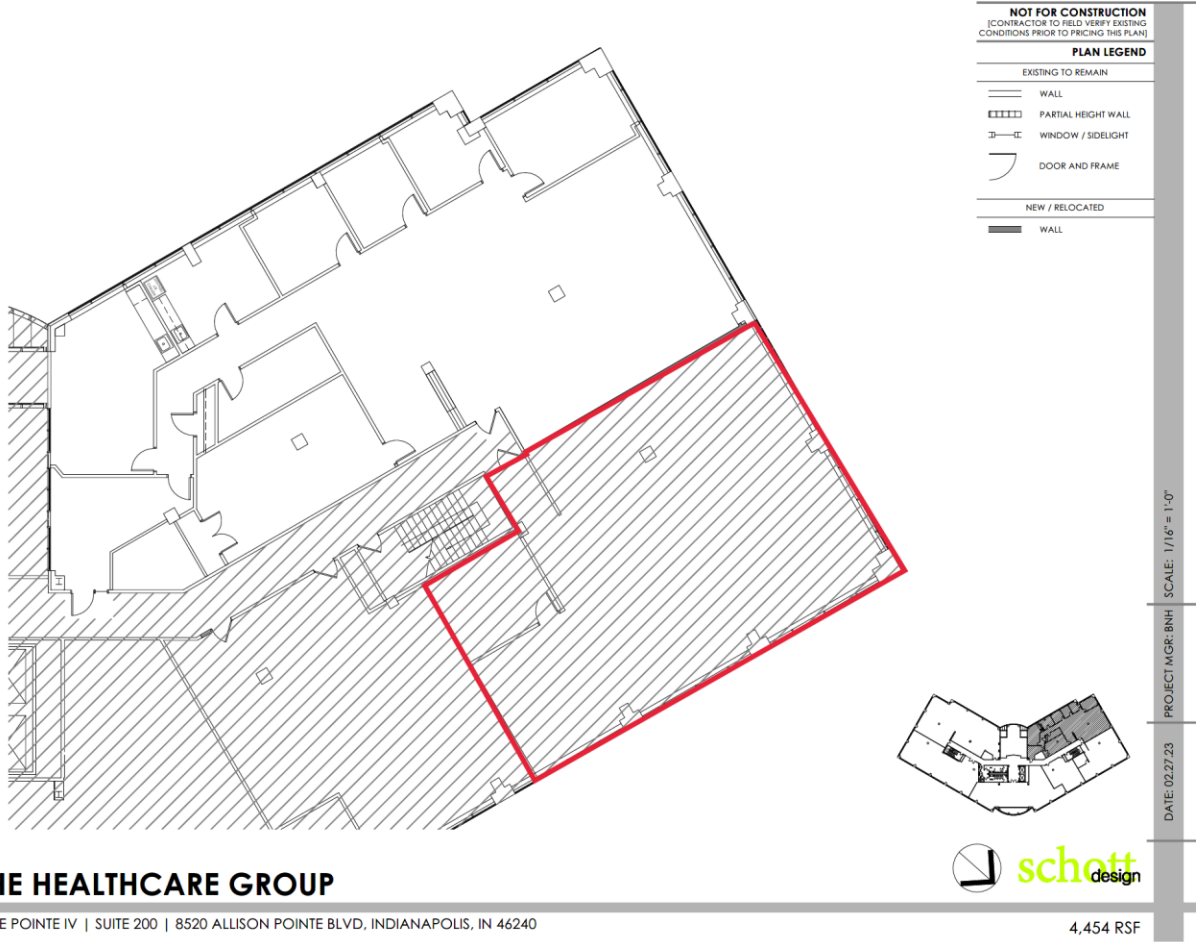


EXHIBIT B

Form of Contraction Date Certificate

CONTRACTION DATE CERTIFICATE

BUILDING: Lake Pointe IV, 8520 Allison Pointe Blvd., Indianapolis, IN
PREMISES: Suite 200
LANDLORD: G&I IX Lake Pointe III & IV LLC
LEASE DATED: October 31, 2011, as amended by First Amendment to Lease
dated August 1, 2017, Second Amendment to Lease dated
October 10, 2017 and Third Amendment to Lease dated
_____, 2023
TENANT: The Healthcare Group, LLC

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 4,454 rentable square feet of space (the "Premises").
2. Tenant has accepted possession of and is occupying the Premises pursuant to the Lease.
3. The Contraction Date (as defined in the Third Amendment) is _____, 2023. The Extension Term (as defined in the Third Amendment) shall expire on _____, 20____.
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.

THE HEALTHCARE GROUP, LLC,
an Indiana limited liability company

By: _____ Example Only _____
Name: _____
Title: _____

EXHIBIT C

Rules and Regulations

1. The sidewalks, entrances, passages, concourses, ramps, parking facilities, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or used by Tenant or the employees, agents, visitors or business of Tenant for any purpose other than ingress and egress to and from the Premises and for delivery of merchandise and equipment in prompt and efficient manner, using elevators, and passageways designated for such delivery by Landlord.

2. No air-conditioning units, fans or other projections shall be attached to the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises or Building, without the prior written consent of Landlord. All curtains, blinds, shades, screens or other fixtures must be of a quality type, design and color, and attached in the manner approved by Landlord. All electrical fixtures hung in offices or spaces along the perimeter of the Premises must be of a quality type, design and bulb color approved by Landlord unless the prior consent of Landlord has been obtained for other lamping.

3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any Tenant on any part of the outside of the Premises or Building or on the inside of the Premises if the same can be seen from the outside of the Premises without the prior written consent of Landlord. In the event of the violation of the foregoing by Tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to the Tenant or Tenants violating this rule. Interior signs on doors and the directory shall be inscribed, painted or affixed for each Tenant by Landlord at the expense of such Tenant, and shall be of a standard size, color and style acceptable to Landlord.

4. The exterior windows and doors that reflect or admit light and air into the Premises or the halls, passageways or other public places in the Building, shall not be covered or obstructed by any Tenant, nor shall any articles be placed on the windowsills. No showcases or other articles shall be put in front or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules, nor shall any article obstruct any HVAC supply or exhaust without the prior written consent of Landlord.

5. The electrical and mechanical closets, water and wash closets, drinking fountains and other plumbing, communications, electrical and mechanical fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, coffee grounds, acids or other substances shall be deposited therein. Landlord shall have sole power to direct where and how telephone and other wires are to be introduced. No boring or cutting for wires is to be allowed without the consent of Landlord. The location of communication equipment affixed to the Premises shall be subject to the approval of Landlord. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose employees, agents, assignees, sublessees, invitees or licensees, shall have caused the same. No person shall waste water by interfering or tampering with the faucets or otherwise.

6. No portion of the Premises or the Building shall be used or occupied at any time for manufacturing, for the storage of merchandise, for the sale of merchandise, goods or property of any kind at auction or otherwise or as sleeping or lodging quarters.

7. Tenant, any Tenant's servants, employees, agents, visitors or licensees, shall not at any time bring or keep upon the Premises any inflammable, combustible caustic, poisonous or explosive fluid, chemical or substance.

8. No bicycles, vehicles or animals of any kind (other than "service dog" as defined under the Americans with Disability Act), shall be brought into or kept by any Tenant in or about the Premises or the Building.

9. Landlord shall have the right to prohibit any advertising by any Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising. In no event shall Tenant, without the prior written consent of Landlord, use the name of the Building or use pictures or illustrations of the Building.

10. Any person in the Building will be subject to identification by employees and agents of Landlord. All persons in or entering Building shall be required to comply with the security policies of the Building. Tenant shall keep doors to unattended areas locked and shall otherwise exercise reasonable precautions to protect property from theft, loss or damage. Landlord shall not be responsible for the theft, loss or damage of any property.

11. No additional locks or bolts of any kind shall be placed on any door in the Building or the Premises and no lock on any door therein shall be changed or altered in any respect without the consent of Landlord. Landlord shall furnish two (2) keys for each lock on exterior doors to the Premises and shall, on Tenant's request and at Tenant's expense, provide additional duplicate keys. All keys, including keys to storerooms and bathrooms, shall be returned to Landlord upon termination of this Lease. Landlord may at all times keep a pass key to the Premises. All entrance doors to the Premises shall be left closed at all times and left locked when the Premises are not in use.

12. Tenant shall give immediate notice to Landlord in case of theft, unauthorized solicitation, or accident in the Premises or in the Building or of defects therein or in any fixtures or equipment, or of any known emergency in the Building.

13. No freight, furniture or bulky matter of any description will be received into the Building or carried into the elevators except in such a manner, during such hours and using such elevators and passageways as may be approved by Landlord, and then only upon having been scheduled at least two (2) working days prior to the date on which such service is required. Any hand trucks, carryalls, or similar appliances used for the delivery or receipt of merchandise or equipment shall be equipped with rubber tires, side guards and such other safeguards as Landlord shall require.

14. Tenant, or the employees, agents, servants, visitors or licensees of Tenant shall not at any time place, leave or discard any rubbish, paper, articles, or objects of any kinds whatsoever outside the doors of the Premises or in the corridors or passageways of the Building.

15. Tenant shall not make excessive noises, cause disturbances or vibrations or use or operate any electrical or mechanical devices that emit excessive sound or other waves or

disturbances or create obnoxious odors, any of which may be offensive to the other tenants and occupants of the Building, or that would interfere with the operation of any device, equipment, radio, television broadcasting or reception from or within the Building or elsewhere and shall not place or install any projections, antennas, aerials or similar devices inside or outside of the Premises or on the Building without Landlord's prior written approval.

16. Tenant shall comply with all applicable federal, state and municipal laws, ordinances and regulations, insurance requirements and building rules and regulations and shall not directly or indirectly make any use of the Premises which may be prohibited by any of the foregoing or which may be dangerous to persons or property or may increase the cost of insurance or require additional insurance coverage.

17. Tenant shall not serve, nor permit the serving of alcoholic beverages in the Premises unless Tenant shall have procured Host Liquor Liability Insurance, issued by companies and in amounts reasonably satisfactory to Landlord, naming Landlord as an additional party insured.

18. Canvassing, soliciting and peddling in the Building is prohibited and Tenant shall cooperate to prevent the same.

19. Except as otherwise explicitly permitted in its Lease, Tenant shall not do any cooking, conduct any restaurant, luncheonette or cafeteria for the sale or service of food or beverages to its employees or to others, install or permit the installation or use of any food, beverage, cigarette, cigar or stamp dispensing machines or permit the delivery of any food or beverage to the Premises, except by such persons delivering the same as shall be approved by Landlord.

20. Tenant shall at all times keep the Premises neat and orderly.

21. Tenant shall not allow its employees to loiter in the common areas of the Building.

22. **SMOKING (INCLUDING VAPING) IS PROHIBITED** anywhere within the Building, including each tenant's private office suite or any Common Area (i.e., hallways, corridors, lobbies, restrooms, elevators, vestibules, stairwells or loading docks), and, in addition, **SMOKING (INCLUDING VAPING) IS PROHIBITED** in areas exterior to the Building which are within 30 feet of any entrance or loading dock to the Building or otherwise not within any designated smoking areas located on the Land. **THE USE OF MARIJUANA IS PROHIBITED** anywhere on the Land, including within the Building, any Common Area or the Parking Facilities.

23. Tenant shall not maintain armed security in or about the Premises nor possess any weapons, explosives, combustibles or other hazardous devices in or about the Building and/or Premises.

24. Landlord shall have the absolute right at all times, including an emergency situation, to limit, restrict, or prevent access to the Building in response to an actual, suspected, perceived or publicly or privately announced health or security threat.

25. Landlord reserves the right at any time to take one elevator out of service from Tenant's exclusive use by management in servicing the Building.

26. No electric heaters or electric fans are allowed on the Premises without the prior written consent of Landlord.

27. Tenant shall not provide access to vendors or other parties that are not their invitees, agents or employees.