

SECOND AMENDMENT TO OFFICE LEASE

This Second Amendment to Office Lease (the "*Second Amendment*") is made and entered into on October 10, 2017, by and between **LAKE POINTE SUB-TENANT LLC**, an Indiana limited liability company, as successor in interest to LAKE POINTE TENANT, LLC, a Delaware limited liability company under that certain Office Sub-Lease Agreement dated August 18, 2014, as successor-in-interest to Lake Pointe Fee Owner LLC, an Indiana limited liability company, under that certain Master Lease Agreement dated August 18, 2014 ("*Landlord*"), successor in interest to SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian corporation ("*Original Landlord*") and **THE HEALTHCARE GROUP, LLC**, an Indiana limited liability company ("*Tenant*").

RECITALS:

A. Original Landlord and Tenant executed that certain Office Lease dated October 31, 2011 (the "*Original Lease*"), as amended by First Amendment to Office Lease effective as of August 1, 2017 ("*First Amendment*"), by between Landlord and Tenant (collectively, the "*Lease*"), pursuant to which Tenant is currently leasing approximately 5,147 rentable square feet (the "*Original Premises*") known as Suite 200, and is expanding into contiguous space known as Suite 210 and containing approximately 1,671 rentable square feet (the "*Expansion Premises*") in that certain building known as Lake Pointe IV located at 8520 Allison Pointe Boulevard, Indianapolis, Indiana ("*Building*").

B. Landlord and Tenant desire to change the Expansion Commencement Date (as defined in the First Amendment) with respect to the Expansion Premises, extend the First Extended Term (as defined in the First Amendment), and to further modify the Lease as set forth in this Second Amendment.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Recitals and Capitalized Terms. The foregoing recitals are true and correct and are incorporated herein by this reference. Unless otherwise expressly provided herein, capitalized terms used herein shall have the same meanings as designated in the Lease. All references herein to the Lease shall include this Second Amendment.

2. Part I – Cover Sheet. The definition for Commencement Date as amended by the First Amendment and set forth in Part I – Cover Sheet is deleted in its entirety and replaced with the following:

“Commencement Date:

With respect to the Original Premises, January 1, 2012 ("Original Premises Commencement Date")

With respect to the Expansion Premises, the date ("Expansion Commencement Date") that is the earlier of (a) November 1, 2017, (b) the date of Substantial Completion (as defined in Exhibit B-1) of the Tenant Work (as defined in Exhibit B-1) in the Expansion Premises or (c) the date on which Tenant takes possession of any portion of the Expansion Premises for the purpose of conducting business (as opposed to installing furniture, equipment or other personal property with Landlord's prior written approval ("Early Access Activities")).”

3. Extension of Term. Part I – Cover Sheet is amended to extend the First Extended Term set forth in the First Amendment for an additional two (2) months in order that the First Extended Term shall be a total period of 70 months ending on May 31, 2023. Promptly following the request of either party, Landlord and Tenant shall enter into an agreement confirming the Expansion Commencement Date, Abated Base Rent Period (as defined in **Paragraph 4** of this Second Amendment), the Base Rent schedule, and certain other information, in the form of the Confirmation of Commencement Date attached to this Second Amendment as Exhibit C.

4. Base Rent for the First Extended Term. Effective as of August 1, 2017, Part I – Cover Sheet is amended to delete the Base Rent schedule that was added by the First Amendment and to replace it with the following Base Rent schedule for the First Extended Term:

<u>“Months</u>	<u>Monthly Base Rent</u>	<u>Period Base Rent</u>
08/01/2017 – day before the Expansion Commencement Date	\$ 8,792.79	\$ 26,378.37
Abated Base Rent Period*	\$11,647.42	\$ 46,589.68
Day after the Abated Base Rent Period expires – 11/30/2018	\$11,647.42	\$104,826.78
12/01/2018 – 11/30/2019	\$11,931.50	\$143,178.00
12/01/2019 – 11/30/2020	\$12,215.58	\$146,586.96
12/01/2020 – 11/30/2021	\$12,499.67	\$149,996.04
12/01/2021 – 11/30/2022	\$12,783.75	\$153,405.00
12/01/2022 – 05/31/2023	\$13,067.83	\$ 78,406.98

*Provided that no default (as defined in Section 8.1) occurs under the Lease, the Base Rent shall be abated (“Abated Base Rent”) for the first four (4) months after the Expansion Commencement Date (“Abated Base Rent Period”). All of the remaining terms and conditions of the Lease shall remain in full force and effect during the Abated Base Rent Period. If any default occurs under this Lease during the First Extended Term, any remaining Abated Base Rent Period shall immediately terminate, and all Abated Base Rent applicable to the First Extended Term shall immediately become due and payable.”

5. Condition of the Premises. Subject to the construction of the Tenant Work (as defined in Exhibit B-1 attached to the First Amendment), which shall be performed by Landlord in accordance with such Exhibit B-1, Landlord shall have no obligation to construct improvements to the Original Premises or the Expansion Premises and TENANT ACCEPTS THE PREMISES “***AS IS***”, “***WHERE IS***” AND “***WITH ANY AND ALL FAULTS***”. LANDLORD NEITHER MAKES NOR HAS MADE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY, SUITABILITY OR FITNESS THEREOF OF THE PREMISES, OR THE CONDITION OR REPAIR THEREOF. TENANT’S CONTINUED OCCUPATION OF THE ORIGINAL PREMISES AND TAKING OCCUPANCY OF THE EXPANSION PREMISES SHALL BE CONCLUSIVE EVIDENCE FOR ALL PURPOSES OF TENANT’S ACCEPTANCE OF THE PREMISES IN GOOD ORDER AND SATISFACTORY CONDITION, AND IN A STATE AND CONDITION SATISFACTORY, ACCEPTABLE AND SUITABLE FOR THE TENANT’S USE PURSUANT TO THE LEASE.

6. Options. Landlord and Tenant acknowledge and agree that Landlord has not granted Tenant (a) any rights of first refusal; (b) any expansion rights; (c) except as set forth in Section 3 Right of First Offer of Part III-Additional Provisions, as amended in **Paragraph 12(b)** of the First Amendment, any rights of first offer; (d) any rights to cancel or terminate the Lease as to all or any portion of the Premises; or (e) except as set forth in Section 2 Option to Renew of Part III - Additional Provisions, as amended in this **Paragraph 6**, any options to renew or extend the Term as to any of the Premises for any period after or beyond the expiration of the First Extended Term set forth in this Second Amendment. Section 2 Option to Renew of Part III – Additional Provisions of the Lease is amended to delete the amendments set forth in **Paragraph 12(a)** of the First Amendment and to amend Section 2 Option to Renew as follows: (i) change all references to the “Initial Term” to the “First Extended Term”; (ii) delete from the second sentence “the date that is one hundred eighty . . . Initial Term” and replace it with “August 31, 2022, but no earlier than May 31, 2022”; and (iii) add the following at the end:

“If Tenant properly exercises its option to renew this Lease, then Landlord shall deliver the supplement for the Renewal Term contemplated by this Section 2, including Landlord’s determination of Base Rent for the Renewal Term, on or before December 31, 2022. Tenant shall thereafter have the right, exercisable by written notice to Landlord on or before 30 days after Landlord’s delivery of Landlord’s Response to reject such supplement and determination of Base Rent, in which event this Section 2 shall be null and void in all respects and Tenant shall vacate and surrender the Premises to Landlord in accordance with this Lease upon expiration of the First Extended Term. In the event Tenant fails to reject such supplement and determination of Base Rent on or before the expiration of such 30-day period, then it shall be conclusively deemed that Tenant shall have irrevocably exercised its option to renew under this Section 2 in accordance with the terms of such supplement. This option to renew is personal with respect to the Healthcare Group, LLC and any Related Entity to whom this Lease is assigned in accordance with Section 7.3.3 of the Lease.”

7. Exhibits. **Exhibit B-1** attached to the First Amendment is amended to delete the last sentence from **Paragraph 6.1** and to reflect that all references to the “*Space Plan*” mean the space plan and scope of work attached to this Second Amendment as **Exhibit B-2**. **Exhibit B-2** attached to the First Amendment and **Exhibit C** attached to the First Amendment are deleted in their entirety and replaced with **Exhibit B-2** and **Exhibit C** attached hereto and incorporated by this reference.

8. Authority. Tenant hereby represents and warrants that Tenant has full power and authority to enter into this Second Amendment and that the undersigned officer is authorized to execute this Second Amendment on behalf of Tenant. If requested by Landlord, Tenant shall provide Landlord with copies of Tenant’s organizational documents, an incumbency certificate certifying to the above and minutes certified by an authorized representative of Tenant as being true, correct, and complete, as may be reasonably required to demonstrate that this Second Amendment is binding upon and enforceable against Tenant.

9. Brokerage. Except for Jones Lang LaSalle Americas, Inc. (“*Landlord’s Broker*”) and Hokanson Companies Inc. (“*Tenant’s Broker*”), Tenant and Landlord each agree to indemnify and hold the other harmless of and from any and all loss, costs, damages or expenses (including, without limitation, all attorneys’ fees and disbursements) by reason of any claim of or liability to any broker or person claiming through the indemnifying party and arising out of or in connection with the negotiation, execution and delivery of this Second Amendment. Landlord’s Broker and Tenant’s Broker will be compensated by Landlord pursuant to the terms of a separate agreement.

10. Counterclaims. As of the date of Tenant's execution and delivery of this Second Amendment, there exist no offsets, counterclaims or defenses of Tenant under the Lease against Landlord, and there exist no events which would constitute a basis for such offsets, counterclaims, or defenses against Landlord upon the lapse of time or the giving of notice or both. Without limiting the generality of the foregoing, Tenant hereby represents and warrants that, as of Tenant's execution and delivery hereof, to Tenant's knowledge, Landlord is not in default under the Lease.

11. Continued Effect. Except as otherwise provided in this Second Amendment, all other provisions of the Lease shall remain unmodified and in full force and effect.

12. Multiple Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Second Amendment may be executed by a party's signature transmitted by facsimile or e-mail, and copies of this Second Amendment executed and delivered by means of faxed or e-mailed signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon faxed or e-mailed signatures as if such signatures were originals. All parties hereto agree that a faxed or e-mailed signature page may be introduced into evidence in any proceeding arising out of or related to this Second Amendment as if it were an original signature page.

13. Anti-Terrorism. Tenant represents and warrants to and covenants with Landlord that (i) neither Tenant nor any of its owners or affiliates currently are, or shall be at any time during the term hereof, in violation of any Laws relating to terrorism or money laundering (collectively, the "Anti-Terrorism Laws"), including without limitation Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and regulations of the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) related to Specially Designated Nationals and Blocked Persons (SDN's OFAC Regulations), and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "USA Patriot Act"); (ii) neither Tenant nor any of its owners, affiliates, investors, officers, directors, employees, vendors, subcontractors or agents is or shall be during the term hereof a "Prohibited Person" which is defined as follows: (1) a person or entity owned or controlled by, affiliated with, or acting for or on behalf of, any person or entity that is identified as an SDN on the then-most current list published by OFAC at its official website, <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, or at any replacement website or other replacement official publication of such list, and (2) a person or entity who is identified as or affiliated with a person or entity designated as a terrorist, or associated with terrorism or money laundering pursuant to regulations promulgated in connection with the USA Patriot Act; and (iii) Tenant has taken appropriate steps to understand its legal obligations under the Anti-Terrorism Laws and has implemented appropriate procedures to assure its continued compliance with such Laws. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord, its officers, directors, agents and employees, from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing representations, warranties and covenants. At any time and from time-to-time during the term, Tenant shall deliver to Landlord within 10 days after receipt of a written request therefor, a written certification or such other evidence reasonably acceptable to Landlord evidencing and confirming Tenant's compliance with this **Paragraph 13**.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Second Amendment has been executed as of the date and year first above written.

TENANT:

THE HEALTHCARE GROUP, LLC,
an Indiana limited liability company

By: [Signature]
Name: Bryce Smith
Title: President
Date: 10/9/17

LANDLORD:

LAKE POINTE SUB-TENANT, LLC,
an Indiana limited liability company

By: US RELP AKC, LLC,
a Delaware limited liability company,
its sole member

By: US Real Estate Limited Partnership,
a Texas limited partnership,
its sole member

By: USAA Real Estate Company,
a Delaware corporation,
its general partner

By: [Signature]
Name: JIM HIME
Title: Chief Operating Officer
Date: 10/10/17

NRN
TICIT

EXHIBIT B-2

Space Plan

[Attached]



NOT TO SCALE

NOT FOR CONSTRUCTION

*CONTRACTOR TO FIELD VERIFY EXISTING
CONDITIONS PRIOR TO PRECING THIS PLAN



EXISTING TO REMAIN	NEW CONSTRUCTION
 WALL	 WALL
 PARTIAL HEIGHT WALL	 PARTIAL HEIGHT WALL
 WINDOW / SIDELIGHT	 WINDOW / SIDELIGHT
 DOOR AND FRAME	 DOOR AND FRAME
	 NEW BUILT-IN CASEWORK/ PLUMBING FIXTURE

schott design
www.schottdesign.com

SCALE: 1/16" = 1'-0"
PROJECT: 2017.191
PROJECT MGR: BW

ENCORE HEALTH NETWORK

8520 ALLISON POINTE BLVD - SUITE 200
INDIANAPOLIS, INDIANA



6,668 RENTABLE SQ. FT.
DATE: 04.26.17



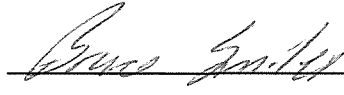
Encore Health Network Suite Scope of Work

8520 Allison Pointe Blvd Blvd, Suite 200 – LPC IV

1. Demo existing demising wall leaving 4" bulk head, build temporary dust wall when demo to start
2. Demo flooring/base on vacant side only (NO cubicle demo, to be done by others where wall is being demo'd)
3. Construct a new 12'x12' office, in the northern section of the expansion side
4. Construct a 14'x14' conference room in the southern section of the expansion side, wall shared with new office
5. Replace damaged ceiling tile in expansion side
6. Add 2 new solid door (w/frame/hardware to match existing)
- one for new Conf Rm, one for new office space
7. Rework for HVAC new layout, along w/sprinklers & alarm for new layout
8. New Electrical work for expansion side:
(2 single pole switches, 2 three-way switches, 8 standard outlets, 7 roughed in data locations, 2 new exit lights signage, 3 furniture feeds, 1 new dedicated outlet)
9. New carpet in expansion area to match existing suite (166 yards)
10. New cove base in expansion suite to match existing (210 yards)
11. Paint all walls on expansion side, light touch up paint on existing side



Authorized Tenant Signature



Printed Name



Date