

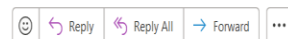
RE: Request for Legal Approval - Landlord Signature - LPIV Suite 120 High Point Global Amendment



Inselberg, Robert <Rob.Inselberg@dinsmore.com>

To: Regina Hall

Cc: Zahra Derrick; Gillihan, Kevin; Dean Sickles; Timothy Shields; Chris Cafouras; Greg Mast; John Wiechart; Linda Campbell; Zito, Abby; Nancy Guerra



Wed 6/28/2023 9:59 PM

This is the correct final version.



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

E Robert.Inselberg@dinsmore.com • dinsmore.com

From: Regina Hall <rhall@wilkow.com>

Sent: Wednesday, June 28, 2023 5:26 PM

To: Inselberg, Robert <Rob.Inselberg@dinsmore.com>

Cc: Zahra Derrick <zderrick@draadvisors.com>; Gillihan, Kevin <Kevin.Gillihan@jll.com>; Dean Sickles <DSickles@draadvisors.com>; Timothy Shields <tshields@wilkow.com>; Chris Cafouras <jcafouras@wilkow.com>; Greg Mast <gmast@wilkow.com>; John Wiechart <jwiechart@wilkow.com>; Linda Campbell <lcampbell@wilkow.com>; Zito, Abby <Abby.Zito@jll.com>; Nancy Guerra <NGuerra@wilkow.com>

Subject: Request for Legal Approval - Landlord Signature - LPIV Suite 120 High Point Global Amendment

Importance: High

Hi Rob – can you please confirm the attached Tenant Executed Amendment is the correct form for Landlord signature.

Thank you, Gina

Re: **HPG Amendment** Comments



Patrick Leary <pleary@draadvisors.com>

To: Gillihan, Kevin; Inselberg, Robert; Regina Hall

Cc: Timothy Shields; Chris Cafouras; Greg Mast; Dean Sickles; John Wiechart; Linda Campbell; Tamara Rogalla; Zito, Abby

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Action Items

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Approved by DRA

PATRICK LEARY
Asset Manager

DRA ADVISORS

575 Fifth Avenue, 38th Fl, New York, NY 10017

Phone 212.652.7470 | pleary@draadvisors.com | www.draadvisors.com

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From: Gillihan, Kevin <Kevin.Gillihan@jll.com>

Sent: Wednesday, May 24, 2023 5:33:03 PM

To: Inselberg, Robert <Rob.Inselberg@dinsmore.com>; Regina Hall <rhall@wilkow.com>

Cc: tshields <tshields@wilkow.com>; Patrick Leary <pleary@draadvisors.com>; Chris Cafouras <cafouras@wilkow.com>; Greg Mast <gmast@wilkow.com>; Dean Sickles <Dsickles@draadvisors.com>; John Wiechart <jwiechart@wilkow.com>; Linda Campbell <lcampbell@wilkow.com>; Tamara Rogalla <trogalla@wilkow.com>; Zito, Abby <Abby.Zito@jll.com>

Subject: RE: **HPG Amendment** Comments

Thanks Rob.

Tim and Patrick, do you want to approve?

Kevin Gillihan
Senior Vice President

RE: **HPG Amendment** Comments



Timothy Shields

To: Gillihan, Kevin; Inselberg, Robert; Regina Hall

Cc: Patrick Leary; Chris Cafouras; Greg Mast; Dean Sickles; John Wiechart; Linda Campbell; Tamara Rogalla; Zito, Abby

Approved.
Thanks

Tim Shields
Senior Vice President
M&J WILKOW
20 South Clark Street
Suite 3000
Chicago, IL 60603
Tel: 312.279.5989
Cell: 312.925.4725
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From: Gillihan, Kevin <Kevin.Gillihan@jll.com>

Sent: Thursday, May 18, 2023 1:33 PM

To: Inselberg, Robert <Rob.Inselberg@dinsmore.com>; Regina Hall <rhall@wilkow.com>

Cc: Timothy Shields <tshields@wilkow.com>; Patrick Leary <pleary@draadvisors.com>; Chris Cafouras <cafouras@wilkow.com>; Greg Mast <gmast@wilkow.com>; Dean Sickles <Dsickles@draadvisors.com>; John Wiechart <jwiechart@wilkow.com>; Linda Campbell <lcampbell@wilkow.com>; Tamara Rogalla <trogalla@wilkow.com>; Zito, Abby <Abby.Zito@jll.com>

Subject: RE: **HPG Amendment** Comments

Tim and Patrick, let me know if this is approved to go out. Thanks

Kevin Gillihan
Senior Vice President

T +1 317 810 7355
M +1 317 677 2237

FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE ("Amendment") is made this 27 day of June, 2023 ("Effective Date") by and between **G&I IX MJW LAKE POINTE III & IV LLC**, a Delaware limited liability company ("Landlord") and **HIGHPOINT DIGITAL, INC.**, a Virginia corporation ("Tenant").

RECITALS:

A. Landlord and Tenant are current parties to that certain Office Lease dated May 31, 2013, as amended by that certain First Amendment to Lease dated July 23, 2013, that certain Second Amendment to Lease dated November 5, 2013, and that certain Third Amendment to Office Lease dated August 8, 2017 (the "Third Amendment") and that certain notice of Contraction Option dated December 11, 2017 (as amended and assigned, the "Lease") demising to Tenant Suites 120 and 310 deemed as of the Effective Date to contain approximately 25,500 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 all of Suite 310 (the "Contraction Space") on the terms and conditions hereinafter set forth; and

C. Landlord and Tenant desire to modify the Lease to provide for the contraction of the Current 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 July 1, 2023 (the "Contraction Date"), the Current Premises are hereby modified to remove the Contraction Space therefrom. 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 interior and exterior signage and personal property excluding furniture, monitors, monitor arms and mounted televisions which shall remain and become property of Landlord, and promptly repair any damage caused by such removal. Notwithstanding the foregoing, (i) Tenant shall have until July 31, 2023 to relocate the existing network closet on the 3rd floor to the 1st floor, (ii) Tenant shall not be required to remove any cabling and wiring from the Contraction Space located on the 3rd floor of the Building, and (iii) as of the Contraction Date, Tenant shall for consideration equal to \$1.00 transfer ownership of existing furniture, fixtures and equipment located in the Contraction Space to Landlord via executed bill of sale. Provided Tenant is not in Default of the Lease and timely performs the requirements set forth in this Section, commencing as of the Contraction Date no rent shall be due and payable with respect to the Contraction Space. Effective as of the Contraction Date, any reference in the Lease to the Premises shall be deemed to exclude the Contraction Space and the Premises shall be deemed to be Suite 120 consisting of 3,583 rentable square feet as depicted

on **Exhibit A** attached hereto and incorporated herein (the "Premises"). Upon request by Landlord following the Contraction Date, Tenant shall sign and deliver to Landlord a 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 August 1, 2023 (the "Extension Term Commencement Date") and continuing for a period of sixty (60) months therefrom (the "Extension Term").

The first sentence of Section 19.1 of the Third Amendment is hereby deleted and replaced with the following in lieu thereof: "Tenant shall send Landlord a preliminary expression of Tenant's willingness to renew this Lease (each a "**Renewal Notice**") no earlier than April 30, 2027, or later than October 31, 2027, with respect to the first Renewal Term and no earlier than April 30, 2032, or later than October 31, 2032, with respect to the second Renewal Term, as applicable; provided, however if any Potential Default exists for which the applicable Cure Period has not expired, then Tenant's timely delivery of the Renewal Notice shall still be effective to exercise the Renewal Option so long as Tenant cures such Potential Default, on or before the last day of such Cure Period, but the Renewal Option shall automatically terminate and the Renewal Notice shall be null and void if Tenant fails to cure such Potential Default on or before the last day of such Cure Period."

3. **Base Rent Payment Modifications.** Monthly Base Rent for the period between the Contraction Date and the Extension Term Commencement Date shall equal Seven Thousand Eight Hundred Ten and 83/100 Dollars (\$7,810.83). Commencing as of the Extension Term Commencement Date, Base Rent for the Extension Term shall be payable as follows:

<u>Period</u>	<u>Rate/sf</u>	<u>Monthly Base Rent</u>
08/01/2023 – 07/31/2024	\$22.75	\$6,792.77
08/01/2024 – 07/31/2025	\$23.43	\$6,995.81
08/01/2025 – 07/31/2026	\$24.13	\$7,204.82
08/01/2026 – 07/31/2027	\$24.85	\$7,419.80
08/01/2027 – 07/31/2028	\$25.60	\$7,643.73

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

A. Commencing as of the Contraction Date, Tenant shall be obligated to pay additional rent for Operating Expenses and Taxes with respect to Suite 120 and Tenant's Percentage shall be deemed to be 4.3941% (3,583 rentable square feet in the Premises divided by 81,542 rentable square feet in the Building).

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

5. **Condition of Premises.** Tenant is currently in possession of the Premises and acknowledges and agrees that the Premises are currently in good condition and repair and Tenant 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), except as expressly set forth in the Lease. Landlord shall provide up to Seventy-One Thousand Six Hundred Sixty and 00/100 Dollars (\$71,660.00) [based upon \$20.00 per

rentable square foot of the Premises] (the "Tenant Allowance") towards the reimbursement of the costs incurred with respect to completion of certain improvements to the Premises to be completed for the benefit of Tenant, subject to Landlord's prior approval of all plans and contracts, which shall not be unreasonably withheld, conditioned or delayed (the "Tenant Work"). Landlord shall charge a construction administration services fee equal to one percent (1%) of the costs of the Tenant Work, which such fee may be offset against Tenant Allowance payments made hereunder. In no event shall Landlord be obligated to make disbursements in a total amount which exceeds the Tenant Allowance. In the event the cost of the Tenant Work exceeds the Tenant Allowance, such excess shall be borne exclusively by Tenant. Landlord makes no representation or warranty whatsoever as to the total cost of the Tenant Work and Tenant acknowledges that the total cost of the Tenant Work may exceed the Tenant Allowance. Notwithstanding anything to the contrary, to the extent the Tenant Allowance exceeds the actual amount incurred by Landlord in the completion of the Tenant Work, Tenant may elect to use any unused portion of the Tenant Allowance to pay for wiring, furniture, fixtures and equipment, IT costs, relocation expenses or other business related expenses. Any amount of Tenant Allowance not used or not submitted for reimbursement within twelve (12) months of the Extension Term Commencement Date shall be deemed forfeited by Tenant. In addition to the Tenant Allowance, with respect to Tenant's Work, Landlord shall provide Tenant with one (1) space plan and up to two (2) revisions at Landlord's expense with any and all other design fees, including construction documents and permits to be at Tenant's sole expense.

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 Building 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 Building 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, provided Landlord mitigates any such related expenses within a reasonable time.

6. **Indemnity and Insurance**. Sections 7.4 and 11.7 of the Lease are hereby deleted in their 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.

Landlord shall not be responsible for, and Tenant releases and discharges Landlord and its agents (including its property management company) and

employees from, and Tenant further waives any right of recovery from Landlord and its agents (including the property management company) and employees for, any loss for or from business interruption or loss of use of the Premises suffered by Tenant in connection with Tenant's use or occupancy of the Premises.

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. **Right of First Refusal.** The Right of First Refusal set forth in Section 20 of the Third Amendment is hereby deleted, null and void and of no further force or effect.

8. **Termination Option.** The Termination Option set forth in Part III – Additional

Provisions of the Lease as modified by Section 21 of the Third Amendment, remains in full force and effect, provided, however, "December 31, 2019, December 31, 2020, December 31, 2021, or December 31, 2022" is hereby deleted and replaced with "December 31, 2024, December 31, 2025, December 31, 2026 and December 31, 2027" in lieu thereof. The Termination Fee shall include transaction costs associated with this Amendment and all rent abated or forgiven pursuant to the terms hereof.

9. **Parking.** Notwithstanding anything to the contrary, Part III – Additional Provisions of the Lease as modified by Section 23 of the Third Amendment, is hereby further modified by deleting "101 unreserved surface spaces" and inserting with "14 unreserved surface spaces" in lieu thereof.

10. **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
Mailbox #6
Carmel, IN 46290

11. **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.

12. **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 Matt Waggoner JLL ("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.

13. **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)]

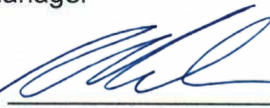
The parties have executed this Amendment by their duly authorized officers, as of the date first above written.

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:

HIGHPOINT DIGITAL, INC.,
a Virginia corporation

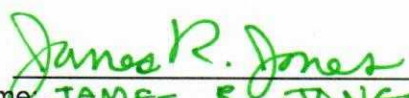
By: 
Name: JAMES R. JONES
Title: PRESIDENT

EXHIBIT A

Premises

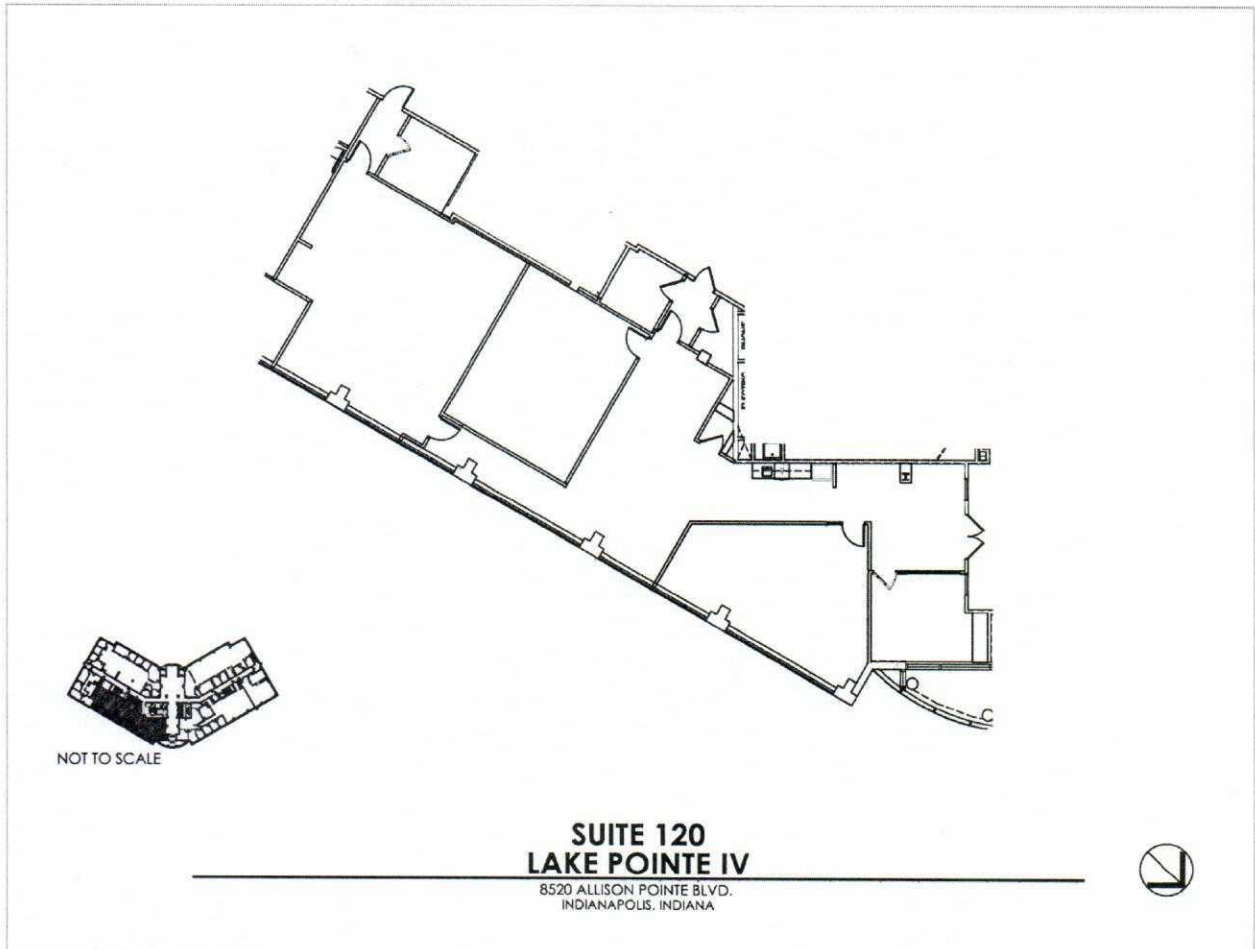


EXHIBIT B

Form of Contraction Date Certificate

CONTRACTION DATE CERTIFICATE

BUILDING: Lake Pointe IV, 8520 Allison Pointe Blvd., Indianapolis, IN
PREMISES: Suite 120
LANDLORD: G&I IX Lake Pointe III & IV LLC
LEASE DATED: May 31, 2013, as amended by First Amendment to Lease dated July 23, 2013, Second Amendment to Lease dated November 5, 2013, Third Amendment to Office Lease dated August 8, 2017 and Fourth Amendment to Lease dated _____, 2023
TENANT: HighPoint Digital, Inc.

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 3,583 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 Fourth Amendment) is _____, 2023. The Extension Term Commencement Date (as defined in the Fourth Amendment) is _____, 2023 and the Extension Term (as defined in the Fourth 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.

HIGHPOINT DIGITAL, INC.,
a Virginia corporation

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 lighting.

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.

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.

DRA ADVISORS ASSET MANAGEMENT LEASE DOCUMENTATION CHECKLIST

Property: Lake Pointe IV

Tenant: HighPoint Global

Space: Suite 120

Size / SF: 3,602 sq ft

Deal Type: N, R, Expansion: Renewal

Deal Review and Approval: (Asset Manager) Janine Roberts

DEAL REVIEW:	YES	NO	COMMENTS
Final term sheet and/or LOI attached?	☒	☐	Click or tap here to enter text.
Asset Manager / broker completed NPV analysis?	☒	☐	Click or tap here to enter text.
Ranger 2.0 NER Calculation attached?	☐	☒	N/A
Lease Commission Worksheet attached?	☒	☐	Click or tap here to enter text.
Financial statements received and reviewed by Asset Manager?	☐	☒	N/A
DRA partner / acquisition review and approval needed?	☐	☒	Approved
THIRD PARTY APPROVALS: CRITICAL			
Any <i>pre-execution</i> lender approvals/compliance required? Approval attached?	☐	☒	Click or tap here to enter text.
Any <i>pre-execution</i> JV partner compliance/approvals required? i.e. not attached?	☐	☒	Click or tap here to enter text.
DOCUMENT / LEASE PACKAGE REVIEW			
Have any related deals or third party options/rights been cleared by leasing agent or DRA? (ROFO, ROFR, exclusives, etc.)	☒	☐	Click or tap here to enter text.
Security deposit/LOC/Guaranty received? (include copy of check or LOC with lease package)	☒	☐	
First month's rent received? (Include copy of check with lease package.)	☒	☐	
Has the tenant made any interlineations or changes in the document? Are changes initialed and approved? If so, flag for LL to initial if required.	☐	☒	Click or tap here to enter text.
Are <i>all</i> final, correct Exhibits attached?	☒	☐	Click or tap here to enter text.
Has the term commencement date or any other date in the document passed that require changes to the document?	☐	☒	Click or tap here to enter text.
Is there any other document the Tenant was supposed to supply? (Documentation of merger/name change, guarantee etc.)	☐	☒	Click or tap here to enter text.
Lease abstract submitted with lease, fully populated with SIC code and estimated Commencement Date?	☒	☐	Click or tap here to enter text.
Tenant insurance certificate received and approved?	☒	☐	
EXECUTION AND DISTRIBUTION			
Tenant-executed lease package with related documentation should be scanned to Lease Admin for LL execution and distribution. Either date document or leave for Lease Admin to complete. Note: As a reminder, to facilitate the upload to the DRA Intranet, please instruct the broker or manager to scan the lease package sections separately, i.e. lease; abstract; NPV, etc. (If wet signatures are required, the full lease package with originals should be delivered to DRA's NY office.)			
DocuSign may be used by a Tenant for execution so please coordinate with their attorney or broker to provide the correct info to be used to designate the DRA signer; if possible, provide prior notice to DRA Lease Admin that DocuSign is being used and forward the Lease Checklist, Abstract, NPV, etc at that time.			
Lease Admin will distribute scanned copies of the fully-executed lease package to the required parties.			

LP IV

High Point Digital, PROPOSAL 60 month(s)

Rent \$22.75 sf, 3.0% bumps, T/I \$20.00 psf, 60 Mos Term, 0 month(s) free rent

3583 RSF

August 1, 2023

Year	1	2	3	4	5	
Rate	\$ 22.75	\$ 23.43	\$ 24.14	\$ 24.86	\$ 25.61	
						Total
Rent \$22.75 sf, 3.0% bumps	\$ 81,513	\$ 83,959	\$ 86,477	\$ 89,072	\$ 91,744	\$ 432,765
Base Year \$11.51	\$ (41,240)	\$ (41,240)	\$ (41,240)	\$ (41,240)	\$ (41,240)	\$ (206,202)
T/I \$20.00 psf	\$ (71,660)					\$ (71,660)
L/C 6.0%	\$ (25,966)					\$ (25,966)
Landlord Costs	\$ -					\$ -
Landlord Costs	\$ -					\$ -
Landlord Costs	\$ -					\$ -
Free Rent 0 month(s)	\$ -					\$ -
	\$ (57,353)	\$ 42,718	\$ 45,237	\$ 47,831	\$ 50,504	\$ 128,937
IRR	69%					
NPV 6.0 %	\$97,521					

Business Point	High Point Digital
Premises:	LP IV
RSF:	3,583
New or Renewal:	Renewal
Lease Term:	60 month(s)
Commencement Date:	8/1/2023
Beneficial Occupancy:	n/a
Base Rent:	\$22.750 w/3.0% bumps
Free Rent:	0 month(s)
TIA:	\$20.00
BRE:	\$20.00
Commission:	6.0%
IRR:	69%

Building	LP IV	
Tenant	High Point Digital	
New, Renewal, Expanison	Renewal	
RSF	3,583	
COM	8/1/2023	
Term	60	
Months of free rent	0	
Rate	\$ 22.75	
Bumps	3.0%	103.0%
TIA	\$ 20.00	
BRE	\$ 20.00	
OPEX	\$ 11.51	
L/C	6.0%	

8,742,204

LEASE ANALYSIS FORM

Lease Information

Center	Lake Pointe IV
Building/Center #	713
Tenant Name	Highpoint Digital, Inc
Main Suite # / Additional Suite #s	120
Rentable Square Footage	3,583
Firm Lease Term (# Months)	60.0
Free Rent (#Months)	
Deal Type (New,Renewal,Expansion)	Renewal
Lease Start Date (mm/dd/yyyy)	8/1/2023
Lease Expiration Date	7/31/2028
% of Building	4.39%

Capital Investments

Leasing Commissions Tenant Broker	Total \$ Amount
	\$17,307.33
Leasing Commissions Landlord Broker & M&J Wilkow	\$8,653.66
Tenant Improvements (\$ / SF)	\$20.00
Tenant Improvement cost based on	Stated rate
Total Design & Legal Costs	\$5,000.00
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)	
Construction Management Fee	INCLUDED IN TI
Misc. Expenses	
Total Capital Investments	\$30,980.99

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

Budgeted			
Rentable Square Footage	3,583		
Term (Months)	60		
Base Rent (\$/SF)	\$22.75		
Free Rent Months			
Escalations(\$/SF/yr) OR		OPEX (\$/SF/yr)	\$11.51
Escalations(%/SF/yr)	3.00%	Concessions(\$/SF/yr)	
		Effective Rate (\$/SF/yr)	\$11.24
TI and CM Fees (\$)	\$71,660.00	TI, Misc, CM (\$/SF/yr)	\$4.00
Leasing Commissions (\$)	\$25,960.99	Commissions(\$/SF/yr)	\$1.45
		Net Rent (\$/SF/yr)	\$5.79

Proposed	
Base Rent (\$/SF)	\$22.75
Term (Months)	60
Escalations(\$/SF/yr) OR	
Escalations(%/SF/yr)	3.00%
OPEX (\$/SF/yr)	\$11.51
Concessions(\$/SF/yr)	
Effective Rate (\$/SF/yr)	\$11.24
TI, Misc, CM (\$/SF/yr)	\$4.00
Commissions(\$/SF/yr)	\$1.45
Net Rent (\$/SF/yr)	\$5.79
Net Lease Value	100.00%

Version:	Final
Initial Analysis Date:	31-May-23
Revised Date:	
PROPERTY DATA	
Property Rentable SF	81,542
Current Occupancy	98.49%
Annual Operating Expense / SF	\$11.51
Annual % Increase in OPEX*	3%
Is this a Net Lease?	No
*(0% if 100% pass-through)	

COMMISSION BASED ON	
TOTAL INCOME:	\$432,683

LESS CONCESSIONS:	
Lease Assumption:	
Moving Allowance:	
Rent during Termination Option Period:	
TI Above Building Standard:	
Other (describe below):	

TOTAL CONCESSIONS:	
NET INCOME:	\$432,683

TENANT INFO	
Type Business	Gov't contractor
Public/Private	Private
Years in Business	25
Financial Strength	Good
Stock Symbol	
SIC Code	9199

Annual Cash Flows

	Starting Date	End Date	Face Rate	Gross Income	Operating Exp	Net Income	Total Cash Flow
*Month range must be 12 or less except in free rent area							
Free/Step Rent 0							(\$30,981)
Free/Step Rent 0							
Free/Step Rent 0							
Month(s) 12	8/1/23	7/31/24	\$22.75	81,513	(\$41,240)	\$40,273	\$40,273
Month(s) 12	8/1/24	7/31/25	\$23.43	83,950	(\$41,240)	\$42,709	\$42,709
Month(s) 12	8/1/25	7/31/26	\$24.13	86,458	(\$41,240)	\$45,218	\$45,218
Month(s) 12	8/1/26	7/31/27	\$24.85	89,038	(\$41,240)	\$47,797	\$47,797
Month(s) 12	8/1/27	7/31/28	\$25.60	91,725	(\$41,240)	\$50,484	\$50,484
Month(s) 0							
Month(s) 0							
Month(s) 0							
Total Term : 60							
Aggregate Totals				\$432,683	(\$206,202)	\$226,482	\$195,501

Pay-back Analysis

Annualized Cash-on-Cash Return	126.21%
Estimated Pay-back Period (# of Months)	4.560876667

TI Job Code	
LC Job Code	

Lease Notes

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Leased Address	Billing Address	Tenant Contact:
8520 Allison Pointe Blvd	8520 Allison Pointe Blvd	Phone #:
Indianapolis, IN 46250	Indianapolis, IN 46250	

Corporate Decision	Corporate RE Director	N/A	Local RE Director	N/A
Title	Title		Title	

COMMISSION RECAP				
LANDLORD BROKER COMMISSION 1.6% & M&J WILKOW 0.4%	2.0%	Pro Fee LLD Broker	\$8,654	
TENANT BROKER COMMISSION PERCENTAGE	4.0%	Pro Fee Trt Broker	\$17,307	
TOTAL COMMISSION PERCENTAGE	6.0%		\$25,961	

Tenant Broker to be paid by	Property
Has the first month's rent been received?	Yes
Has the Security Deposit been received?	Yes

Distribution:		%	Amount
	Tenant Broker:	100%	\$17,307.33
	Landlord and M&J Wilkow Broker:	100%	\$8,653.66
	Total		\$25,960.99

LANDLORD BROKER / ADDRESS

JLL
8900 Keystone Crossing, Suite 1150
Indianapolis, Indiana 46240

% Due	Amount	Date Due
TOTAL AMOUNT DUE	100.00%	\$8,653.66 1-Jul-23
AMOUNT DUE UPON EXECUTION	100%	\$8,653.66 1-Jul-23
AMOUNT DUE UPON RENTALPAYMENT	\$	-

TENANT BROKER / REMITTANCE ADDRESS

JLL
8900 Keystone Crossing, Suite 1150
Indianapolis, Indiana 46240

% Due	Amount	Date Due
TOTAL AMOUNT DUE	100.00%	\$17,307.33 1-Jul-23
AMOUNT DUE UPON EXECUTION	100%	\$ 17,307.33 1-Jul-23
AMOUNT DUE UPON RENTALPAYMENT	\$	-

Commission Notes

M&J Wilkow LC 0.40% \$1,730.73 included in Landlord Broker Total. JLL LC 1.6% 6,922.93
--

PREPARED BY:

5/31/2023 Kevin Gillihan

REVIEWED & APPROVED BY LEASING AGENT:

6/29/2023 Regina Hall

APPROVED BY DRA ASSET MANAGER:

D R A · ADVISORS LLC
Lease Documentation Checklist

Center/Building: Lake Pointe IV
 Tenant: Highpoint Digital, Inc
 Suite: 120
 RSF: 3,583

Deal Type: Renewal/Downsize

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.			N/A
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		No
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	<u>Highpoint Digital, Inc</u>	Transaction Type	
Building	<u>Lake Pointe IV</u> <u>713</u>	New Deal	<u> </u>
Suite Number	<u>120</u>	Renewal	<u> x </u>
Square Footage	<u>3,583</u>	Expansion	<u> </u>
Term:	<u>8/1/23 - 7/31/28</u> <u>60 mos.</u>	Other	<u> </u>

Client Information

Industry / SIC Code	<u>9199</u>	Organization Structure	<u>Private</u>
		(Public, Private, S-Corp., Etc..)	
Stock Symbol	<u>0</u>	Tax ID # or SS #	<u> </u>
Location Profile (What do they do in this location?)	<u>Gov't contractor</u>	Previous Location(s)	<u> </u>

Notice Address

Company	<u>Highpoint Digital, Inc</u>
Name	<u> </u>
Title	<u> </u>
Address	<u>8520 Allison Pointe Blvd</u>
Address	<u>Indianapolis, IN 46250</u>
Address	<u>0</u>
Phone #	<u>0</u>
Fax #	<u>0</u>
E-mail Address	<u> </u>

Local Operations/Emergency Contact

Name	<u> </u>
Title	<u> </u>
Address	<u> </u>
Address	<u> </u>
Address	<u> </u>
Phone #	<u> </u>
Fax #	<u> </u>
E-mail Address	<u> </u>

Local Address

Company	<u>Highpoint Digital, Inc</u>
Address	<u>8520 Allison Pointe Blvd</u>
Address	<u>Indianapolis, IN 46250</u>
Address	<u>0</u>
Contact Name	<u>0</u>
Phone #	<u>0</u>
Fax #	<u> </u>
E-Mail	<u> </u>

Billing Address

Company	<u>Highpoint Digital, Inc</u>
Address	<u>8520 Allison Pointe Blvd</u>
Address	<u>Indianapolis, IN 46250</u>
Address	<u>0</u>
Contact Name	<u> </u>
Phone #	<u> </u>
Fax #	<u> </u>
E-Mail	<u> </u>

Corporate Decision Maker

Name	<u>0</u>
Title	<u>0</u>
Address	<u>0</u>
Address	<u>0</u>
Address	<u>0</u>
Phone #	<u> </u>
Fax #	<u> </u>
E-mail Address	<u>0</u>

Corporate Real Estate Executive (CRE)

Name	<u>N/A</u>
Title	<u>0</u>
Address	<u>0</u>
Address	<u>0</u>
Address	<u>0</u>
Phone #	<u> </u>
Fax #	<u> </u>
E-mail Address	<u> </u>

Local Real Estate Director

Name	<u>N/A</u>
Title	<u>0</u>
Address	<u>0</u>
Address	<u>0</u>
Address	<u>0</u>
Phone #	<u> </u>
Fax #	<u> </u>
E-mail Address	<u> </u>

Client's Broker

Name	<u>Matt Waggoner</u>
Title	<u> </u>
Address	<u>8900 Keystone Crossing Suite 1150</u>
Address	<u>Indianapolis, IN 46240</u>
Address	<u>0</u>
Phone #	<u> </u>
Fax #	<u> </u>
E-mail Address	<u> </u>

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

Dean Sickles

BUILDING / TENANT / SQUARE FOOTAGE INFORMATION

MASTER LEASE ID (for property use only):			
NET RENTABLE AREA:		3,583	/RSF
COMMON AREA FACTOR %:			
NET USABLE AREA:			/USF
COMPREHENSIVE RED-LINE:		No	
ATTACHED (Y/N):		No	
ON-FILE:		No	
Spaces		Charge	Sq. Ft. Per
PARKING:	Total	-	0
	Reserved		0
	Unreserved		

BASE RENT SCHEDULE:

EXPENSE INFORMATION: **REVIEW ALL RECOVERY SECTIONS**

BASE YEAR (STOP):	2023
OPEX Recoveries:	\$11.51
CAPS (Y/N)	Yes If yes, in which Paragraph

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

Lease Commencement Date:	8/1/23	**A25 will only be populated if there is free rent **A26 will only be populated if there is step rent ** Net Income:
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Comments: _____

MOS	BEGINS	ENDS	

LATE FEE: (Y/N) _____
 Assessed On: _____ Percentage: _____
 Date Delinquent: _____ SVC Fee: _____

AMOUNT: _____ TO BE APPLIED AS
COLLECTED: (Y/N) _____ RENT FOR MONTH _____
DATE COLLECTED _____

CERTIFICATE OF INSURANCE:	<u>Yes</u>	Para./Exhibit:	<u> </u>	SIGNAGE RIGHTS: (Y/N)	<u>Yes</u>	Para./Exhibit:	<u> </u>
				ROOF RIGHTS: (Y/N)	<u>No</u>	Para./Exhibi	<u> </u>

LL RIGHT TO RELOCATE: (Y/N) No Para./Exhibit: _____

RIGHT OF FIRST REFUSAL: (Y/N)		No	
Paragraph/Exhibit:			
DESCRIPTION:	DATE	RSF	RATE

COMMENT: _____

OTHER EXPANSION RIGHTS: (Y/N) No

Paragraph/Exhibit:			
DESCRIPTION	DATE	RSF	RATE

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

SIGNAGE RIGHTS: (Y/N) Yes Para./Exhibit: _____

ROOF RIGHTS: (Y/N) No Para./Exhibi _____

EXCLUSIVE RIGHTS: (Y/N) No Terms: _____

RENEWAL OPTIONS: (Y/N)		Yes	Para./Exhibit 2 of 4th Amendment
Notice DATE:	_____	TERM IN MOS.	_____
RATE:	_____	FMV:	x
One additional period of 5 years			

Comments:
DOWNSIZE/CANCELLATION RIGHTS: (Y/N)

Paragraph/Exhibit: _____
DESCRIPTION PENALTY RSE DATE

COMMENT: _____

COMMENT:

COMMISSION BASED ON:	LANDLORD AGENT	TENANT FINISH ALLOWANCE	Inc / CM Fee
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TOTAL INCOME:	\$432,683.16	ONLY:	PAID, TENANT:		/SF
		OR	PAID, LANDLORD:		/SF
LESS CONCESSIONS:		CO-BROKERED:	TOTAL:		/SF
Lease Assumption:			Tenant Finish Allowance based on Stated rate		
Moving Allowance:	\$0.00		FINAL CONSTRUCTION COST:		\$0.00
Other:	\$0.00		CERTIFICATE OF OCCUPANCY: (Y/N)	<u>No</u>	
TOTAL CONCESSIONS:	\$0.00		OTHER CONCESSIONS NOT DETAILED:		
NET INCOME:	\$432,683.16				

PAID TO LANDLORD AGENT: JLL			PAID TO: FIRM NAME: JLL		
LEASING AGENT'S NAME: Kevin Gillihan and Abby Zito			BROKER NAME: Matt Waggoner		
			ADDRESS:		
			TAX I.D. # OF FIRM:		
			BROKER'S LICENSE NUMBER:		
			COMMISSION AGREEMENT: (Y/N)		
AMOUNT PAID UPON: \$432,683.16			AMOUNT PAID UPON \$432,683.16		
PERCENTAGE 0.00%			(Moving Allowance? Parking?)		
TOTAL AMOUNT DUE \$8,653.66			PERCENTAGE 0.00%		
			TOTAL AMOUNT DUE \$17,307.33		
			(check commission agreement for exclusion of moving allowance)		
			Tenant Broker to be paid Property		
AMOUNT DUE UPON EXECUTION 100.00% \$8,653.66			AMOUNT DUE UPON EXECUTION 100.00% \$ 17,307.33		
AMOUNT DUE UPON RENTALPAYMENT 0.00% \$0.00			AMOUNT DUE UPON RENTALPAYMENT 0.00% \$ -		

PREPARED BY :	Kevin Gillian	LC JOB CODE #	
REVIEWED & APPROVED BY PROPERTY MANAGER:	Regina Hall		
REVIEWED & APPROVED BY DRA ASSET MANAGER:		Budgeted Commission Total	\$25,960.99

LEASING COMMISSION CALCULATIONS

Lake Pointe
 Tenant Name: IV
 Type: Highpoint Digital
 Outside Broker? Renewal
 Yes

Lease Commencement: 8/1/2023
 Lease Expiration: 7/31/2028

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

Premises Suite 120 3,583 RSF

Total 3,583

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

Total Commission Calculation						Detailed Allocation of Commission					
Year	Rate	Rent Months	Rent	Total Commission	Total Commission	Outside Broker Rate	Outside Broker Commission	Inside Broker Rate	Inside Broker Commission	Inside Renewal Rate	Inside Renewal Commission
1	\$22.75	12	\$81,513.25	6.00%	\$4,890.80	4.00%	\$3,260.53	1.60%	\$1,304.21	0.40%	\$326.05
2	\$23.43	12	\$83,949.69	6.00%	\$5,036.98	4.00%	\$3,357.99	1.60%	\$1,343.20	0.40%	\$335.80
3	\$24.13	12	\$86,457.79	6.00%	\$5,187.47	4.00%	\$3,458.31	1.60%	\$1,383.32	0.40%	\$345.83
4	\$24.85	12	\$89,037.55	6.00%	\$5,342.25	4.00%	\$3,561.50	1.60%	\$1,424.60	0.40%	\$356.15
5	\$25.60	12	\$91,724.80	6.00%	\$5,503.49	4.00%	\$3,668.99	1.60%	\$1,467.60	0.40%	\$366.90
Total		60	\$432,683.08		\$25,960.98		\$17,307.32		\$6,922.93		\$1,730.73

Payment Schedule:	Outside Broker	Inside Broker	M&J	Total
Due upon execution:	\$17,307.32	\$6,922.93	\$1,730.73	\$25,960.98
Due Upon Commencement:	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$17,307.32	\$6,922.93	\$1,730.73	\$25,960.98

Approved by:

Leasing Agent
 Date: _____

Regina Hall

General Manager
 Date: 5/31/2023

Asset Manager
 Date: _____



HIGHPOI-CL

MHEINY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2023

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 Gregory & Appel Insurance 433 N Capitol Ave Suite 400 Indianapolis, IN 46204	CONTACT NAME: Michaela Heiny PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: mheiny@gregoryappel.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Atlantic Specialty Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED HighPoint Digital, Inc. 8520 Allison Pointe Blvd. Indianapolis, IN 46250	NAIC # 27154

COVERAGES

CERTIFICATE NUMBER:

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			7110179110001	5/25/2023	5/25/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			7110179110001	5/25/2023	5/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			7110179110001	5/25/2023	5/25/2024	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	4060487130001	5/25/2023	5/25/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Reference to Property Location 8520 Allison Pointe Blvd., Indianapolis, Indiana

G&I IX MJW Lake Pointe III & IV LLC,, M&J Wilkow Properties, LLC, Series JJJ, DRA Advisors LLC, its subsidiaries, successors and assigns; and Canadian Imperial Bank of Commerce, acting through its New York branch, as administrative agent for the lenders, successors and/or assigns are included as additional insured including Primary and Non-Contributory as defined in VCG207 06/18 with respects to General Liability according to the terms, conditions and exclusions within the policy.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

G&I IX MJW Meridian Plaza LLC c/o M & J Wilkow Properties, LLC Attn: Marc R. Wilkow, President 10401 N. Meridian Street Indianapolis, IN 46290	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
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ADDITIONAL REMARKS SCHEDULE

AGENCY Gregory & Appel Insurance		NAMED INSURED HighPoint Digital, Inc. 8520 Allison Pointe Blvd. Indianapolis, IN 46250
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

G&I IX MJW Lake Pointe III & IV LLC,, M&J Wilkow Properties, LLC, Series JJJ, DRA Advisors LLC, its subsidiaries, successors and assigns; and Canadian Imperial Bank of Commerce, acting through its New York branch, as administrative agent for the lenders, successors and/or assigns are included as additional insured as defined in VCA201 02/23 with respects to Auto Liability according to the terms, conditions and exclusions within the policy.

Waiver of Subrogation is provided for Workers Compensation as defined in WC000313 04/84, according to the terms, conditions and exclusions within the policy.