

OFFICE LEASE

LAKE POINTE III
8470 Allison Pointe Blvd.,
Indianapolis, Indiana

BETWEEN

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

as Landlord,

and

COMCAST OF INDIANAPOLIS, L.P.,
a Delaware limited partnership,

as Tenant

LAKE POINTE III**SUMMARY OF BASIC LEASE INFORMATION**

The parties hereto agree to the following terms of this Summary of Basic Lease Information (the "**Summary**"). This Summary is hereby incorporated into and made a part of the attached Office Lease (this Summary and the Office Lease to be known collectively as the "**Lease**") which pertains to office suite 250 in the office building located at 8470 Allison Pointe Blvd., Indianapolis, Indiana. Each reference in the Office Lease to any term of this Summary shall have the meaning as set forth in this Summary for such term. In the event of a conflict between the terms of this Summary and the Office Lease, the terms of the Office Lease shall prevail. Any capitalized terms used in the Lease and not otherwise defined in the Summary shall have the meaning as set forth in the Office Lease.

<u>TERMS OF LEASE</u> (References are to the Office Lease)	<u>DESCRIPTION</u>
1. Date of Lease:	10-May-22 April 1, 2022 (" Effective Date ").
2. Landlord:	G&I IX MJW LAKE POINTE III & IV LLC, a Delaware limited liability company.
3. Address of Landlord (Section 29.11):	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 Attn: Marc R. Wilkow, President
4. Tenant:	And to: G&I IX MJW LAKE POINTE III & IV LLC c/o DRA Advisors, LLC 220 East 42 nd Street, 27 th Floor New York, New York 10017 Attn: Lease Administrator Comcast of Indianapolis, L.P., a Delaware limited partnership.
5. Address of Tenant (Section 29.11):	Comcast of Indianapolis, L.P. C/O Effectv 354 Inverness Drive South Englewood, CO 80112 Attn: Sr. Manager of Leases and Affiliates
	With a copy to: Comcast Cable Communications, LLC One Comcast Center 1701 John F Kennedy Boulevard Philadelphia, PA 19103-2838 Attention: Real Estate Counsel

AND a copy of all notices sent via email to:
 Legal_Notices@comcast.com and to
 real_estate@cable.comcast.com

6. Premises (Article 1): Suite 250, Approximately 11,995 rentable square feet of space located on the second floor (2nd) floor of 8470 Allison Pointe Blvd., Indianapolis, Indiana (the “Building”), as set forth in Exhibit A attached hereto.
7. Term (Article 2):
- 7.1 Lease Term: Five (5) years and Five (5) months. If the Lease Commencement Date occurs on a day other than the first day of the month, then the foregoing time period shall be measured from the first (1st) day of the following month, with the Lease Term (and the first lease year) to also include the period from the Lease Commencement Date to the first (1st) day of the first (1st) full calendar month following the Lease Commencement Date.
- 7.2 Delivery Date: Landlord shall deliver possession of the Premises to Tenant in vacant and broom-clean condition and otherwise as required pursuant to Section 1.2 of this Lease within five (5) days of the Effective Date. Failure of Landlord to deliver possession within such five (5)-day period shall be deemed a Landlord Delay.
- 7.3 Lease Commencement Date: The earlier of (i) the Substantial Completion Date (as defined in Exhibit C), or (ii) November 1, 2022, subject to Landlord Delays and further subject to Article 2.
- 7.3 Renewal Option: One (1) additional period of five (5) years.
8. Base Rent (Article 3):

<u>Months of Lease Term</u>	<u>Monthly Installment of Base Rent</u>	<u>Annual Rental Rate per Rentable Square Foot</u>
*Months 1 – 17 **	\$21,491.04	\$21.50
Months 18 – 29	\$22,140.77	\$22.15
Months 30 – 41	\$22,800.50	\$22.81
Months 42 – 53	\$23,480.21	\$23.49
Months 54 – 65	\$24,179.92	\$24.19

*Plus any partial month if the Lease Commencement Date is not the first day of the calendar month.

** Notwithstanding anything to the contrary contained in this Lease, Landlord agrees not to demand or collect from Tenant monthly Base Rent for the initial five (5) months of this Lease following the Commencement Date (collectively, the “Abatement Months”) (the “Rent Abatement”). The Rent Abatement provided in this Section will be of no force or effect if there has occurred, as of the date on which any installment of monthly Base Rent would otherwise be due during the Abatement Months, an Event of Default by Tenant which remains uncured subject to

notice and cure provisions provided hereinafter. Except for such Rent Abatement, all of the terms and conditions of the Lease will be applicable during the Abatement Months.

9. Base Rent and other amounts due for 6th month following Lease Commencement Date:
 - (a) Base Rent: \$21,491.04 for the 6th month following the Lease Commencement Date.
 - (b) Security Deposit: not applicable.
 - (c) Other: not applicable.
 - (d) Total Due: \$21,491.04.
10. Additional Rent (Article 4).
 - 10.1 Operating Expenses Base Year Calendar year 2022
 - 10.2 Tax Expenses Base Year Calendar year 2022
 - 10.3 Tenant's Share Approximately 13.45%, (11,995/89,213)
11. Security Deposit (Article 21): Not applicable
12. Guarantor: Comcast Cable Communications, LLC, a Delaware limited liability company
13. Parking Pass Ratio : 4.0 non-exclusive spaces per 1,000 rentable square feet of Premises
14. Brokers (Section 29.15): Kevin Gillihan of Jones Lang LaSalle (for Landlord) and Brady Alshouse of Savills and Bob Peterson of REAL Partners, Inc. (for Tenant)
15. Improvement Allowance (Exhibit C): \$479,800.00 (\$40.00 per rentable square foot)
16. Rent Payments (Article 4):

First Class Mail Only:

G&I IX MJW Lake Pointe III & IV LLC
PO Box 775910
Chicago, Illinois 60677-5910

Overnight Mail Only:

G&I IX MJW Lake Pointe III & IV LLC
Lockbox Number 775910
350 East Devon Avenue
Itasca, Illinois 60143

Electronic Payment Only:

G&I IX MJW Lake Pointe III & IV LLC
Account Number: 2748657
Bank ABA Number: 071 006 486
Bank Name: CIBC

EXHIBITS

- | | |
|-----------|-----------------------------------|
| EXHIBIT A | OUTLINE OF FLOOR PLAN OF PREMISES |
| EXHIBIT B | DESCRIPTION OF REAL PROPERTY |
| EXHIBIT C | TENANT IMPROVEMENT WORK LETTER |

EXHIBIT D	FORM GUARANTY
EXHIBIT E	RULES AND REGULATIONS
EXHIBIT F	VENDOR INSURANCE REQUIREMENTS
EXHIBIT G	CONSTRUCTION RULES
EXHIBIT H	COMMENCEMENT DATE CERTIFICATE
EXHIBIT I	FORM ESTOPPEL CERTIFICATE

LAKE POINTE III
OFFICE LEASE

This Office Lease, which includes the preceding Summary of Basic Lease Information (the "**Summary**") attached hereto and incorporated herein by this reference (the Office Lease and Summary to be known sometimes collectively herein as the "**Lease**"), dated as of the date set forth in Section 1 of the Summary, is made by and between **G&I IX MJW LAKE POINTE III & IV LLC**, a Delaware limited liability company ("**Landlord**") and **COMCAST OF INDIANAPOLIS, L.P.**, a Delaware limited partnership ("**Tenant**").

1. REAL PROPERTY, BUILDING AND PREMISES

1.1 **Real Property, Building and Premises.** Upon and subject to the terms, covenants and conditions hereinafter set forth in this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises set forth in Section 6 of the Summary, which Premises are located in the Building described in Section 6 of the Summary. The outline of the floor plan of the Premises is set forth in **Exhibit A** attached hereto. The Building, the parking facilities serving the Building ("**Parking Facilities**"), the outside plaza areas, land and other improvements surrounding the Building which are designated from time to time by Landlord as common areas appurtenant to or servicing the Building, and the land upon which any of the foregoing are situated (as more particularly described on **Exhibit B** attached hereto), are herein sometimes collectively referred to as the "**Real Property**." Tenant is hereby granted the right to the nonexclusive use of the common corridors and hallways, stairwells, elevators, restrooms and other public or common areas designated by Landlord and located on the Real Property and Parking Facilities ("**Common Areas**"). Landlord reserves the right to make alterations or additions to or to change the location of elements of the Real Property provided such changes will not materially interfere with Tenant's use of the Premises or with access to the Premises.

1.2 **Condition of the Premises.** On the Delivery Date, Landlord shall deliver possession of the Premises to Tenant in vacant and broom-clean condition with all Building systems serving the Premises in good working order. Upon the Delivery Date, the Premises shall be in compliance with all applicable laws, including the Americans with Disabilities Act. Except as expressly set forth in this Lease, Landlord shall not be obligated to provide or pay for any Tenant improvement work or services related to the initial improvement of the Premises for Tenant's occupancy. Tenant acknowledges that Landlord has made no representation or warranty (express or implied) regarding (i) the condition of the Premises or the Real Property except as specifically set forth in this Lease, or (ii) the suitability or fitness of the Premises or the Real Property for the conduct of Tenant's business. Except as provided elsewhere in this Lease, Tenant's taking possession of the Premises shall be conclusive evidence the Premises were, on that date, in good, clean and tenantable condition, acceptable to Tenant and delivered in accordance with this Lease. Notwithstanding the foregoing, Landlord agrees to repair any latent defects that exist as of the date Tenant takes possession of the Premises (which defects were not reasonably identifiable upon physical inspection prior to taking possession) to the extent Landlord is otherwise obligated to make such repairs pursuant to the terms of this Lease, provided that Tenant gives Landlord notice of such latent defect within sixty (60) days following the Lease Commencement Date. If Landlord is required to repair any latent defect and such repair delays Tenant's construction of the Initial Improvements, the duration such repair actually delays Tenant's construction of the Initial Improvements shall be deemed a Landlord Delay. Any existing leasehold improvements in the Premises as of the date of this Lease, together with the improvements to be constructed by Tenant pursuant to the Work Letter, may be collectively referred to herein as the "**Tenant Improvements**."

1.3 **Verification of Rentable Square Feet of Premises and Building.** For purposes of this Lease, "rentable square feet" shall mean "rentable area" calculated pursuant to BOMA 2017 for Office Buildings: Standard Method of Measurement (ANSI/BOMA Z65.1-2017), Methodology A ("**BOMA**").

2. LEASE TERM

The term of this Lease (the "**Lease Term**") shall be for the period of time set forth in Section 7.1 of the Summary and shall commence on the date (the "**Lease Commencement Date**") set forth in Section 7.3 of the Summary (subject, however, to the terms of the Work Letter, if applicable), and shall expire at the end of the Lease Term, unless this Lease is sooner terminated as hereinafter provided. For purposes of this Lease, the term "**Lease Year**" shall mean each consecutive twelve (12) month period during the Lease Term; provided, however, that if the Lease

Commencement Date is not the first day of the month, then the first Lease Year shall commence on the Lease Commencement Date and end on the last day of the twelfth month thereafter and the second and each succeeding Lease Year shall commence on the first day of the next calendar month; and further provided that the last Lease Year shall end on the last day of the Lease Term (for example, if the Lease Commencement Date is April 15, the first Lease Year will be April 15 through April 30 of the following year, and each succeeding Lease Year will be May 1 through April 30).

Except as otherwise set forth herein, if Landlord is unable to deliver possession of the Premises to Tenant in accordance with this Lease by the Delivery Date (as set forth in Section 7.2 of the Summary), Landlord shall not be subject to any liability for its failure to do so and such failure shall not affect the validity of this Lease nor the obligations of Tenant hereunder and Tenant's sole recourse shall be the postponement of Rent and other obligations until the Delivery Date and Lease Commencement Date is established. Following the Lease Commencement Date, Landlord may deliver to Tenant a Commencement Date Certificate substantially in the form attached hereto as Exhibit H (the "**Commencement Date Certificate**") confirming Lease Term dates, which Commencement Date Certificate is subject to Tenant's reasonable approval. Tenant shall execute and return to Landlord within thirty (30) days of receipt thereof the mutually agreed to Commencement Date Certificate. If Tenant fails to timely execute the Commencement Date Certificate and such failure continues for fifteen (15) days following written notice thereof from Landlord to Tenant, the information contained in such notice shall be deemed correct and binding upon Tenant, absent manifest error.

Notwithstanding anything in this Lease to the contrary, if the Delivery Date has not occurred within fifteen (15) days from Effective Date ("**Outside Rent Penalty Date**"), Tenant shall receive a day-for-day rent abatement for each day after the Outside Rent Penalty Date until the Delivery Date occurs except to the extent such delay is caused by Force Majeure. Such rent abatement shall be applied as a rent credit towards Base Rent following the Lease Commencement Date and Abatement Months. Furthermore, if the Delivery Date has not occurred by thirty (30) days after the Effective Date ("**Outside Termination Date**") for any reason including Force Majeure, Tenant shall have the right to terminate this Lease at any time following the Outside Termination Date upon thirty (30) days' prior written notice to Landlord unless the Delivery Date shall occur during such thirty (30)-day period in which event Tenant's termination shall be rendered null and void and this Lease shall continue in full force and effect.

Landlord grants to Tenant an option to extend the Lease Term for one (1) additional period of five (5) years ("**Extension Option**") commencing at the expiration of the Lease Term, with the Premises in "as-is" condition and otherwise upon the same terms and conditions as herein set forth, provided that Tenant shall not be in default, beyond an applicable notice and cure period, of any of Tenant's obligations under this Lease at the time such option is to be exercised. Should Tenant elect to exercise this option to extend, Tenant shall do so by written notice to Landlord at least nine (9) and not more than twelve (12) months prior to the scheduled expiration of the Term. The Base Rent for the first year of the additional term shall be at the then prevailing market rates determined by the current market rate for similar quality buildings in the Keystone submarket taking into account typical market conditions and allowances and the presence or absence of costs such as commissions, free rent, discretionary allowances, and the creditworthiness of the tenant (and any guarantor) ("**Fair Market Rental Rate**"). Landlord shall make its proposed determination of the Fair Market Rental Rate for the first year of the additional term with market-based annual increases and provide written notice to Tenant of such Fair Market Rental Rate within ten (10) business days after Tenant exercises its option to renew the Lease Term. If Tenant disagrees with Landlord's determination of the Fair Market Rental Rate, Tenant shall issue a written objection within ten (10) business days after receipt of Landlord's determination of the Fair Market Rental Rate, and the parties shall thereafter negotiate in good faith to come to an agreement. If the parties cannot agree on a Fair Market Rental Rate within thirty (30) days (the "**Negotiation Period**") after Tenant's written objection, then Tenant shall issue a written notice ("**Tenant's Notice**") to Landlord within ten (10) business days after expiration of the Negotiation Period that states whether Tenant (i) elects to withdraw its renewal option, or (ii) waives its right to withdraw its renewal option and elects to continue with the procedures set out below. If Tenant withdraws its renewal option, then Tenant shall have no further right to renew this Lease and the Lease term shall expire pursuant to the terms of this Lease. If Tenant elects to continue with the procedures set out herein, then within ten (10) business days following the Tenant's Notice, the parties shall each appoint a licensed commercial real estate broker who has at least ten (10) years of experience, is independent such that the appraiser has not previously performed services for the party appointing such appraiser or their affiliates and is knowledgeable in office rentals in the Keystone submarket. The two brokers shall together appoint a third licensed real estate broker with the same qualifications. The three brokers shall then each determine within twenty (20) days the then Fair Market Rental Rate for such space, taking into

consideration the office rental market in the Keystone submarket for comparable space as set forth above and parking and the rental rates then being quoted to renewal tenants for comparable office space in the Building and other comparable office buildings in the Keystone submarket. The average of the two closest determinations shall be used as the Fair Market Rental Rate for the Premises during the applicable renewal term. Tenant's renewal option contained herein is personal to Comcast of Indianapolis, L.P. ("Named Tenant") or a Permitted Transferee (hereinafter defined), shall not be transferable, and shall automatically terminate if (i) Tenant's or Permitted Transferee's right to possession of the Premises is terminated, (ii) an Event of Default under the Lease shall have occurred and is continuing at the time Tenant exercises its Extension Option, or (iii) Named Tenant or Permitted Transferee no longer leases and occupies at least 7,500 rentable square feet in the Building. Time is of the essence in connection with the Extension Option.

3. BASE RENT

Tenant shall pay, without notice or demand, to Landlord, monthly installments of base rent ("**Base Rent**") as set forth in Section 8 of the Summary, in advance on or before the first day of each and every month during the Lease Term, without any setoff or deduction whatsoever except as expressly set forth in this Lease. If any rental or other payment date (including the Lease Commencement Date) falls on a day of the month other than the first day of such month or if any rental or other payment is for a period which is shorter than one month, then the rental or other payment for any such fractional month shall be a proportionate amount of a full calendar month's rental or other payment based on the proportion that the number of days in such fractional month bears to the number of days in the calendar month during which such fractional month occurs. Tenant shall have the right to pay Base Rent, Additional Rent, and any other sums due under this Lease by ACH direct electronic deposit and Landlord shall cooperate in establishing such direct electronic payment with Tenant.

4. ADDITIONAL RENT

4.1 Additional Rent. In addition to paying the Base Rent specified in Article 3 of this Lease, Tenant shall pay as additional rent: (a) Tenant's Share of the annual Operating Expenses that are in excess of the amount of Operating Expenses applicable to the Operating Expenses Base Year, and (b) Tenant's Share of the annual Tax Expenses that are in excess of the amount of Tax Expenses applicable to the Tax Expenses Base Year (collectively, the "**Excess**"). Such additional rent, together with any and all other amounts payable by Tenant to Landlord pursuant to the terms of this Lease, shall be hereinafter collectively referred to as the "**Additional Rent**." The Base Rent and Additional Rent are herein collectively referred to as the "**Rent**." The obligation of Tenant to pay Rent hereunder is an independent covenant of Tenant under this Lease. Payments of Rent shall be made to Landlord as set forth in Section 15 of the Summary or as Landlord may otherwise designate in writing from time to time. All amounts due under this Article 4 as Additional Rent shall be payable for the same periods and in the same manner, time and place as the Base Rent. Without limitation on other obligations of Tenant which shall survive the expiration of the Lease Term, the obligations of Tenant to pay the Additional Rent provided for in this Article 4 shall survive the expiration of the Lease Term.

4.2 Definitions. As used in this Article 4, the following terms shall have the meanings hereinafter set forth:

4.2.1 "**Calendar Year**" shall mean each calendar year in which any portion of the Lease Term falls, through and including the calendar year in which the Lease Term expires.

4.2.2 "**Expense Year**" shall mean each Calendar Year, provided that Landlord, upon notice to Tenant, may change the Expense Year from time to time to any other twelve (12) consecutive-month period, and, in the event of any such change, Tenant's Share of Operating Expenses and Tax Expenses shall be equitably adjusted for any Expense Year involved in any such change.

4.2.3 "**Operating Expenses**" shall mean all expenses, costs and amounts of every kind and nature which Landlord incurs or which accrue during any Expense Year because of or in connection with the ownership, management, maintenance, repair, restoration or operation of the Real Property and the personal property used in conjunction therewith other than Tax Expenses, including, without limitation: (a) the cost of insurance carried by Landlord, in such amounts as Landlord may reasonably determine or as may be required by any mortgagees or the

lessor of any underlying or ground lease affecting the Real Property, including any customary and market deductibles thereunder, as well as the cost to retain third party consultants from time to time to assist with and manage the processing of insurance claims and to provide related insurance advice concerning such insurance coverage; (b) the cost of supplying all utilities to the Real Property (other than utilities for which tenants of the Building are separately metered), including but not limited to utilities for supplying electricity, water, sewer and the heating, ventilation and air conditioning system for the Building and Common Areas; and (c) the cost of any capital improvements or other costs (i) which are intended as a labor-saving device or to effect other economies in the operation or maintenance of the Real Property, (ii) made to the Building and/or Real Property after the Lease Commencement Date that are required under any governmental law or regulation or (iii) for the refurbishment or replacement of Building and/or Real Property improvements or amenities; provided, however, that if any such cost described in (i), (ii) or (iii) above is a capital expenditure, such cost shall be amortized (including interest on the unamortized cost at 8% per annum) over its useful life on a straight-line basis in accordance with standard real estate accounting practices. Notwithstanding anything to the contrary contained herein, in no event shall Tenant be entitled to any refund or credit in the event Operating Expenses for the Operating Expenses Base Year exceed Operating Expenses for any subsequent Expense Year. If the Building is less than ninety-five percent (95%) occupied during any portion of the Operating Expenses Base Year or any Expense Year, Landlord shall make an appropriate adjustment to the variable components of Operating Expenses for such year, employing sound accounting and management principles, to determine the amount of Operating Expenses that would have been paid had the Building been ninety-five percent (95%) occupied.

Operating Expenses shall exclude the following costs:

- (A) Mortgage payments (principal and interest), ground lease rent, and costs of financing or refinancing the Building and/or Real Property;
- (B) Commissions, advertising costs, attorney's fees and costs of improvements in connection with leasing space in the Building and/or Real Property;
- (C) Costs reimbursed by insurance proceeds, warranties or guarantees, or by tenants of the Building and/or Real Property (other than as Additional Rent) or any other third party to the extent such amounts are actually paid to Landlord;
- (D) Depreciation;
- (E) Except for the costs identified in §4.2.3(i)-(iii), costs required to be capitalized according to sound real estate accounting and management principles, consistently applied;
- (F) Collection costs and legal fees paid in disputes with tenants;
- (G) Costs to maintain and operate the entity that is Landlord (as opposed to operation and maintenance of the Real Property);
- (H) Reserved;
- (I) Costs of performing additional services to or for tenants to any extent that such services exceed those provided by Landlord to Tenant without charge hereunder;
- (J) Amounts payable by Landlord for damages or which constitute a fine, interest, or penalty, including interest or penalties for any late payments of operating costs;
- (K) Costs representing an amount paid for services or materials to an affiliate of Landlord to any extent such amount exceeds the amount that would be paid for such services or materials at the then existing market rates to a person or entity that is not an affiliate of Landlord;
- (L) Property management fees in excess of three percent (3%) of gross collections;
- (M) Bad debt loss, rent loss, or reserves for bad debts or rent loss; and
- (N) Governmental charges, impositions, penalties or any other costs incurred by Landlord in order to clean up, remediate, remove or abate any Hazardous Substances if such Hazardous Substances were installed or deposited in or on the

Property in violation of then applicable law by Landlord, any tenant of the Building, any party expressly permitted by Landlord, or any such tenant to install or deposit such Hazardous Substances in the Building, unless and to the extent the same were caused by Tenant.

Notwithstanding the foregoing or anything else to the contrary contained in this Lease, Tenant's share of Excess (exclusive of Non-Controllable 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 (i) Tax Expenses, (ii) insurance premiums, (iii) snow and ice removal, (iv) utilities and other services furnished to the Premises and other portions of the Building, including without limitation, water, sewage, electric and gas, and (v) labor costs, including any expense increase arising from the unionization of any service rendered at the Building, or otherwise resulting from union wage increases.

4.2.4 **"Operating Expenses Base Year"** shall mean the year set forth in Section 10.1 of the Summary.

4.2.5 **"Systems and Equipment"** shall mean any plant, machinery, transformers, duct work, cable, wires, and other equipment, facilities, and systems designed to supply heat, ventilation, air conditioning and humidity or any other services or utilities, or comprising or serving as any component or portion of the electrical, gas, steam, plumbing, sprinkler, communications, alarm, security, or fire/life safety systems or equipment, or any other mechanical, electrical, electronic, computer or other systems or equipment which serve the Real Property in whole or in part.

4.2.6 **"Tax Expenses"** shall mean all taxes, fees, charges or other impositions of every kind and nature, whether general, special, ordinary or extraordinary, (including, without limitation, real estate taxes, general and special assessments, transit taxes, leasehold taxes or taxes based upon the receipt of rent, including gross receipts or sales taxes applicable to the receipt of rent, unless required to be paid by Tenant, personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, Systems and Equipment, appurtenances, furniture and other personal property used in connection with the Real Property), which are levied or assessed or imposed by any authority having the direct or indirect power to tax, including, without limitation, any federal, state, county, or city government, or any improvement or assessment district of any kind, whether or not consented to or joined in by Tenant, which Landlord shall pay during any Expense Year because of or in connection with the ownership, leasing and operation of the Real Property or Landlord's interest therein, as well as the reasonable out-of-pocket costs to Landlord for retaining counsel, consultants, and an appraiser to negotiate or obtain the lowering of such taxes or assessments and related cost of any negotiations, contests or appeals of any taxes or assessments. Tax Expenses shall not include late penalties or interest charges on account of late payment by Landlord. Notwithstanding anything to the contrary contained herein, in no event shall Tenant be entitled to any refund or credit in the event Tax Expenses for the Tax Expenses Base Year exceed Tax Expenses for any subsequent Expense Year. If the aggregate amount of Tax Expenses paid by Landlord is reduced pursuant to I.C. § 6-1.1-10-2, then for purposes of this Section 4.2.7, the Tax Expenses after giving effect to such reduction shall be grossed up to reflect the amount of the Tax Expenses as if Tax Expenses had not been reduced pursuant to I.C. § 6-1.1-10-2.

4.2.7 **"Tax Expenses Base Year"** shall mean the year set forth in Section 10.2 of the Summary.

4.2.8 **"Tenant's Share"** shall mean the percentage set forth in Section 10.3 of the Summary. Tenant's Share represents a fraction, the numerator of which is the rentable area of the Premises and the denominator of which is the total rentable area of the Building (subject to adjustment pursuant to Section 1.3 above).

4.3 Payment of Additional Rent.

4.3.1 Statement of Actual Expenses and Payment by Tenant. As soon as practical after the end of each Expense Year, Landlord shall give to Tenant a statement (the "**Statement**") which shall state the Operating Expenses and Tax Expenses incurred or accrued for such preceding Expense Year, and which shall indicate the amount, if any, of any Excess. Upon receipt of the Statement for each Expense Year commencing or ending during the Lease Term, if an Excess is present, Tenant shall pay, with its next installment of Base Rent due (or within thirty

(30) days of receipt if the Lease Term has expired prior to Tenant's receipt of the Statement), the full amount of the Excess for such Expense Year, less the amounts, if any, paid during such Expense Year as Estimated Excess. The failure of Landlord to timely furnish the Statement or the Estimated Statement for any Expense Year shall not prejudice Landlord from enforcing its rights under this Article 4 unless Landlord fails to deliver a Statement within three hundred sixty five (365) days following the end of the preceding Expense Year in which case Landlord shall be deemed to have waived any right to further provide a Statement or require a corresponding reconciliation payment from Tenant for such Expense Year. The provisions of this Section 4.3.1 shall survive the expiration or earlier termination of the Lease Term.

4.3.2 Statement of Estimated Expenses. In addition, Landlord shall give Tenant a yearly expense estimate statement (the "**Estimate Statement**") after the end of the current Expense Year, which shall set forth Landlord's reasonable estimate (the "**Estimate**") of what the total amount of Operating Expenses and Tax Expenses for the then-current Expense Year shall be and the estimated Excess (the "**Estimated Excess**"). If pursuant to the Estimate Statement an Estimated Excess is calculated for the then-current Expense Year, Tenant shall pay, with its next installment of Base Rent due, a fraction of the Estimated Excess for the then-current Expense Year (reduced by any amounts paid pursuant to the last sentence of this Section 4.3.2). Such fraction shall have as its numerator the number of months which have elapsed in such current Expense Year to the month of such payment, both months inclusive, and shall have twelve (12) as its denominator. Until a new Estimate Statement is furnished, Tenant shall pay monthly, with the monthly Base Rent installments, an amount equal to one-twelfth (1/12th) of the total Estimated Excess set forth in the previous Estimate Statement delivered by Landlord to Tenant.

4.3.3 Audit Right. Tenant shall have one hundred eighty (180) days after receipt of a Statement ("**Review Period**") to dispute the amount set forth in the Statement. If Tenant does not deliver written notice of such dispute to Landlord within one hundred eighty (180) days after receipt of such Statement, such Statement shall be considered final and binding on Tenant. If Tenant timely disputes the amount set forth in the Statement, Tenant's employees or an independent certified public accountant, (which accountant is not compensated on a contingency fee basis), designated by Tenant, may, after reasonable notice to Landlord and during Landlord's standard operating hours, inspect Landlord's records (pertaining to Landlord's calculation of Operating Expenses and Tax Expenses) at Landlord's offices, provided that Tenant is not then in default after expiration of all applicable cure periods and provided further that Tenant and such accountant shall, and each of them shall cause their respective agents and employees to maintain all information contained in Landlord's records in strict confidence. Notwithstanding the foregoing, Tenant shall only have the right to review Landlord's records one (1) time during any twelve (12) month period. Tenant's failure to dispute the amounts set forth in any Statement within the Review Period shall be deemed to be Tenant's approval of such Statement and Tenant, thereafter, waives the right or ability to dispute the amounts set forth in such Statement. If such inspection proves, subject to dispute made by landlord within twenty (20) days of receipt of such inspection report provided by Tenant, that the total amount of Operating Expenses and Tax Expenses set forth in the Statement were overstated by more than ten percent (10%), then the actual, documented and reasonable cost of the accountant and such certification shall be paid for by Landlord, in an amount not to exceed Two Thousand Five Hundred and No/100 Dollars (\$2,500.00). Promptly following such inspection, the parties shall make such appropriate payments or reimbursements, as the case may be, to each other, as are determined to be owing pursuant to such certification. In no event shall Landlord or its property manager be required to (i) photocopy any accounting records or other items or contracts, (ii) create any ledgers or schedules not already in existence, (iii) incur any costs or expenses relative to such inspection, or (iv) perform any other tasks other than making available such accounting records as are described in this Section. Landlord shall not be liable for the payment of any contingency fee payments to any auditor or consultant of Tenant. The provisions of this Section shall be the sole method to be used by Tenant to dispute the amount of Operating Expenses and Tax Expenses payable by Tenant under this Lease, and Tenant waives any other rights or remedies relating thereto.

4.4 Taxes and Other Charges for Which Tenant Is Directly Responsible. Tenant shall reimburse Landlord within thirty (30) days of written demand for any and all taxes or assessments required to be paid by Landlord (except to the extent included in Tax Expenses by Landlord), excluding state, local and federal personal or corporate income taxes measured by the net income of Landlord from all sources and estate and inheritance taxes, whether or not now customary or within the contemplation of the parties hereto, when: (i) said taxes are measured by or directly attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or by the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, to the extent the cost or value of such leasehold improvements exceeds the cost or value of a

building standard build-out as determined by Landlord regardless of whether title to such improvements shall be vested in Tenant or Landlord; (ii) said taxes are assessed upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion of the Real Property (including the Parking Facilities); or (iii) said taxes are assessed upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises.

5. USE OF PREMISES

5.1 Permitted Use. Tenant shall use the Premises solely for general administrative office purposes, and Tenant shall not use or permit the Premises to be used for any other purpose whatsoever. Tenant shall have access to the Premises on a 24/7/365 basis.

5.2 Prohibited Uses. Tenant further covenants and agrees that it shall not use, or suffer or permit any person or persons to use, the Premises, the Parking Facilities or any other Common Areas or any part thereof for any use or purpose contrary to this Lease, the rules and regulations reasonably established by Landlord for the Real Property, or in violation of any federal, state or local laws, or any recorded covenants, conditions and restrictions or ground or underlying leases affecting the Real Property. Without limiting the generality of the preceding, Tenant shall not use or permit any person to use the Premises as a telephone call center, governmental agency, marijuana clinic or dispensary (or any other cannabis-related use prohibited by federal or state law), religious organization, employment agency, or such other use that would increase the level of occupancy of the Premises to more than one person per 275 rentable square feet or for any use which would invalidate or increase the premiums for any policies of insurance now or in the future carried with respect to the Building, it being agreed however that Tenant's permitted use hereunder shall not be deemed to increase any insurance premium. Landlord represents and warrants that it is fee owner of the Real Property and that to its actual knowledge, there are no recorded or unrecorded agreements, covenants, restrictions or ground leases that prohibit or adversely affect Tenant's use of the Premises for the Permitted Use hereunder.

5.3 Hazardous Substances.

5.3.1 Presence and Use of Hazardous Substances. Tenant shall not, without Landlord's prior written consent in Landlord's sole and absolute discretion, keep or allow any of Tenant's agents, employees, contractors, subtenants, assignees, invitees or licensees (collectively, "**Tenant Parties**") to keep on or around the Premises, Building or Real Property, for use, disposal, treatment, generation, storage or sale, any substances designated as, or containing components designated as, a "hazardous substance," "hazardous material," "hazardous waste," "regulated substance" or "toxic substance" (collectively referred to as "**Hazardous Substances**"). With respect to any such Hazardous Substances, Tenant shall: (i) comply promptly, timely and completely with all Laws for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers; (ii) submit to Landlord true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; (iii) within ten (10) business of Landlord's request, which request shall not be more often than every three years unless Landlord has reasonable evidence to believe Tenant is in violation of this Section 5.3 or more frequently if required pursuant to Landlord's insurance policy or provider, submit written reports to Landlord regarding Tenant's use, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to Landlord of Tenant's compliance with all applicable Laws; (iv) If Landlord has reasonable evidence to believe Tenant is in violation of this Section 5.3, allow Landlord or Landlord's agent or representative to come on the Premises at all reasonable times to check Tenant's compliance with all applicable laws; (v) comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Premises, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and (vi) comply with all applicable laws regarding the proper and lawful use, sale, transportation, generation, treatment and disposal of Hazardous Substances.

5.3.2 Monitoring Costs. If Tenant is in violation of this Section 5, any and all reasonable out-of-pocket costs incurred by Landlord and associated with Landlord's monitoring of Tenant's compliance with this

Section 5, including Landlord's reasonable attorneys' fees and costs, shall be Additional Rent and shall be due and payable to Landlord within thirty (30) days after written demand by Landlord and reasonable back-up documentation evidencing such costs.

5.4 Cleanup Costs, Default and Indemnification.

5.4.1 Tenant shall be fully and completely liable to Landlord for any and all cleanup costs, and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Tenant's use, disposal, transportation, generation and/or sale of Hazardous Substances, in or about the Premises, Building or Real Property.

5.4.2 Tenant shall fully indemnify, defend and save Landlord and Landlord's lender, if any, harmless from any and all of the costs, fees, penalties and charges assessed against or imposed upon Landlord (as well as Landlord's and Landlord's lender's reasonable attorneys' fees and costs) as a result of Tenant's use, disposal, transportation, generation and/or sale of Hazardous Substances.

5.4.3 Upon Tenant's default under this Section 5, in addition to the rights and remedies set forth elsewhere in this Lease, Landlord shall be entitled to the following rights and remedies: (i) at Landlord's option, to terminate this lease immediately; and/or (ii) to recover any and all damages associated with the default, including, but not limited to cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by Landlord and other tenants of the Building or Real Property, any and all damages and claims asserted by third parties and Landlord's attorney's fees and costs.

5.5 Disruptive Activities. Tenant nor any of its communications or other equipment shall: (i) produce, or permit to be produced, any intense glare, light or heat except within an enclosed or screened area and then only in such manner that the glare, light or heat shall not, outside the Premises, be materially different than the light or heat from other sources outside the Premises; (ii) create, or permit to be created, any sound pressure level which will interfere with the quiet enjoyment of any real property outside the Premises, or which will create a nuisance or violate any governmental law, rule, regulation or requirement; (iii) create, or permit to be created, any floor or ground vibration that is materially discernible outside the Premises; (iv) transmit, receive, or permit to be transmitted or received, any electromagnetic, microwave or other radiation which is harmful or hazardous to any person or property in or about the Premises, Building or Real Property; or (v) create, or permit to be created, any noxious odor that is disruptive to the business operations of any other tenant in the Building or Property.

5.6 Landlord Representation and Indemnification. Landlord hereby represents and warrants that upon delivery of possession of the Premises, the Premises, Building and Real Property shall be free of Hazardous Materials including but not limited to asbestos, and PCBs, except for customary office and cleaning supplies. Landlord shall fully indemnify, defend and save Tenant harmless from any and all of the costs, fees, penalties and charges assessed against or imposed upon Tenant (as well as Tenant's reasonable attorneys' fees and costs) as a result of Landlord's use, disposal, transportation, generation and/or sale of Hazardous Substances on or about the Premises, Building or the Real Property.

6. SERVICES AND UTILITIES

6.1 Standard Tenant Services. Landlord shall provide the following services ("**Standard Tenant Services**") on all days during the Lease Term, unless otherwise stated below.

6.1.1 Subject to all governmental rules, regulations and guidelines applicable thereto, Landlord shall provide heating, ventilation and air conditioning ("**HVAC**") when necessary for normal comfort for normal office use in the Premises, from Monday through Friday, during the period from 8:00 a.m. to 6:00 p.m., and on Saturday during the period from 8:00 a.m. to 1:00 p.m., except for the date of observation of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and other locally or nationally recognized holidays (collectively, the "**Holidays**").

6.1.2 Landlord shall provide adequate electrical wiring and facilities for normal general office use, and electricity at levels consistent with normal general office use, as determined by Landlord with a minimum of six (6) watts per rentable square foot of the Premises.

6.1.3 Landlord shall provide city water from the regular Building outlets for drinking, lavatory and toilet purposes.

6.1.4 Landlord shall provide janitorial services five (5) days per week, except on the dates of observation of the Holidays, in and about the Premises and window washing services in a manner consistent with other comparable buildings in the vicinity of the Building.

6.1.5 Landlord shall provide nonexclusive automatic passenger elevator service at all times.

6.2 Over-standard Tenant Use. Tenant shall not, without Landlord's prior written consent, use heat-generating machines, machines other than normal fractional horsepower office machines, or equipment or lighting other than building standard lights in the Premises, which may affect the temperature otherwise maintained by the air conditioning system or increase the electricity or water normally furnished for the Premises by Landlord pursuant to the terms of Section 6.1 of this Lease. If Tenant uses water or heat or air conditioning in excess of that supplied by Landlord pursuant to Section 6.1 of this Lease, Tenant shall pay to Landlord, within thirty (30) days after billing, the cost of such excess consumption, the cost of the installation, operation, and maintenance of equipment which is installed in order to supply such excess consumption, and the cost of the increased wear and tear on existing equipment caused by such excess consumption, and Landlord may install devices to separately meter any increased use and in such event Tenant shall pay the increased cost directly to Landlord, within thirty (30) days of demand, including the cost of such additional metering devices. If Tenant desires to use HVAC during hours other than those for which Landlord is obligated to supply such utilities pursuant to the terms of Section 6.1 of this Lease, Tenant shall give Landlord no less than 24 hours' prior notice of Tenant's desired use and Landlord shall supply such utilities to Tenant at such hourly cost to Tenant as Landlord shall from time to time reasonably establish and is then being charged to other tenants in the Building, which is currently \$45.00 per hour. Amounts payable by Tenant to Landlord for such use of additional utilities shall be deemed Additional Rent hereunder and shall be billed on a monthly basis. Notwithstanding anything herein to the contrary, any HVAC or other service necessary to accommodate a computer server room if larger than or containing more capacity than is necessary to accommodate the workstations and offices in the Premises will be deemed to constitute an over-standard use and will be subject to the provisions of this Section 6.2.

6.3 Interruption of Use. Landlord shall not be liable for any damages incurred by Tenant, by abatement of Rent or otherwise, for failure to furnish or delay in furnishing any utility or service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease. Landlord shall use commercially reasonable efforts to restore any Standard Tenant Services promptly and to minimize interference with Tenant's business operations.

6.4 Additional Services. Upon Tenant's request, Landlord shall have the exclusive right, but not the obligation, to provide any additional services which may be required by Tenant, including, without limitation, locksmithing, lamp replacement, additional janitorial service, and additional repairs and maintenance, provided that Tenant, as Additional Rent, shall pay to Landlord within thirty (30) days of billing, the sum of all costs to Landlord of such additional services which costs shall be at a market rate equal to that being charged to all tenants of the Building.

7. REPAIRS

7.1 Tenant's Obligations. Except as provided in Section 7.2 below, Tenant shall, at Tenant's own expense, keep the Premises, including all improvements, fixtures and furnishings therein, in good order, repair and condition at all times during the Lease Term, normal wear and tear and casualty damage excepted; provided, however, that if Tenant fails to commence and prosecute diligently such repair work after ten (10) business days' written notice to Tenant (other than in case of true emergency, where no notice shall be required), Landlord may,

upon a second five (5)-day notice to Tenant, but need not, make such repairs and replacements, and Tenant shall pay Landlord's reasonable out-of-pocket costs or expenses, arising from Landlord's involvement with such repairs and replacements within thirty (30) days after being billed for same. Tenant hereby waives and releases any right to make repairs at Landlord's expense and/or terminate this Lease or vacate the Premises under any Indiana law, statute, or ordinance now or hereafter in effect.

7.2 Landlord's Obligations. Landlord shall (at Landlord's cost and expense, but subject to inclusion in Operating Expenses to the extent permitted by Article 4 above) maintain the structural portions of the Building including the foundation, floor/ceiling slabs, roof and roof system, curtain wall, exterior glass and mullions, columns, beams, shafts (including elevator shafts), stairs, stairwells, elevator cabs and all Common Areas and shall also maintain and repair the basic mechanical, electrical, life safety, plumbing and sewer systems, sprinkler systems and HVAC systems in good condition and repair consistent with other Class A buildings in the area in which the Building is located. Landlord represents and warrants that as of the Commencement Date, the Building structural system, roof system, plumbing systems, window systems, elevators, restrooms, base Building HVAC mechanical systems, the base Building electrical systems, and the fire and life safety systems will be free from defects and are in good working order. Landlord shall warrant the base Building systems for a period of one (1) year from the Commencement Date. Notwithstanding the foregoing, if any of the foregoing repairs are necessitated by the act or omission to act of Tenant Parties, than the cost of such repairs, shall be paid by Tenant to Landlord within thirty (30) days following delivery of an invoice therefor with reasonable back-up documentation; provided that in the case of repairs covered by Landlord's insurance, Tenant's reimbursement obligation, shall not exceed the amount which is not covered by such insurance and actually received by Landlord and Section 10.5 shall not apply to such reimbursement obligation.

8. ADDITIONS AND ALTERATIONS

8.1 Landlord's Consent to Alterations. Except as expressly provided herein, Tenant may not make any improvements, alterations, additions or changes to the Premises (collectively, the "Alterations") without first procuring the prior written consent of Landlord to such Alterations, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Notwithstanding the foregoing, Landlord's prior consent shall not be required for Alterations that are (i) cosmetic in nature (including painting, carpeting and the installation of floor coverings or wall coverings), (ii) do not impact any mechanical, electrical, plumbing or structural components of the Building, and (iii) cost less than \$150,000 in any twelve (12) month period. The construction of the Initial Improvements to the Premises shall be governed by the terms of the Work Letter and not the terms of this Article 8.

8.2 Manner of Construction. Tenant shall have obtained Landlord's approval of all plans, specifications, drawings, contractors and subcontractors prior to the commencement of Tenant's construction of the Alterations, such approval not to be unreasonably withheld, conditioned or delayed; provided, however, a contractor of Landlord's selection shall perform all mechanical, electrical, plumbing, structural, and heating, ventilation and air conditioning work, and such work shall be performed at Tenant's cost provided such costs are competitive and approved by Tenant. All of Tenant's contractors shall carry insurance, all with limits, in form and with companies as are set forth on Exhibit F. Tenant shall also require the architect and the engineers to carry professional liability insurance or errors and omissions insurance. Such insurance shall be in amounts and shall include such extended coverage endorsements as may be reasonably required by Landlord. Certificates for all insurance carried pursuant to this Section 8.2 shall be delivered to Landlord before the commencement of construction of the Alterations and before the contractor's equipment is moved onto the site. In the event that the Alterations are damaged by any cause during the course of the construction thereof, Tenant shall immediately repair the same at Tenant's sole cost and expense. Tenant shall construct such Alterations and perform such repairs in conformance with any and all applicable laws and pursuant to a valid building permit, issued by the appropriate governmental authorities, in a diligent, good and workmanlike manner, and in conformance with Landlord's reasonable construction rules and regulations attached hereto as Exhibit G, which construction rules and regulations may be reasonably amended by notice to Tenant. If such Alterations trigger a legal requirement upon Landlord to make any Alterations or improvements to the Building or Common Areas, Tenant shall, as Additional Rent, reimburse Landlord for the cost thereof within thirty (30) days following receipt of an invoice therefor. Landlord's approval of the plans, specifications and working drawings for Tenant's Alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules and regulations of

governmental agencies or authorities. Upon completion of any Alterations, Tenant shall deliver to the Building management office a reproducible copy of the "as built" drawings of the Alterations. Notwithstanding anything to the contrary, in no event shall any Initial Improvements or Alterations involve the placement of any equipment on the roof of the Building unless (i) Tenant receives Landlord's prior written approval, (ii) such equipment does not interfere with Landlord's or any other tenant's equipment, (iii) such equipment takes up no more than 25 square feet of area, (iv) Tenant shall be solely responsible for the removal of any approved and installed equipment, including the removal of any power/telecom lines to their point of origin, upon the expiration or earlier termination of the Lease, including any necessary repairs or restoration of the roof, and for any leaks caused by the installation or removal of such equipment, and (v) any access to the roof shall be done with no less than 48 hours' prior notice to Landlord and all work shall be done by contractors acceptable to Landlord and in a manner so as not to violate any applicable roof warranties. Subject to the foregoing sentence and notwithstanding anything in Section 8.3 to the contrary, Landlord approves of Tenant's installation of a rooftop condenser unit provided that upon the expiration or earlier termination of the Lease, such unit is removed together with everything else tied to it, including without limitation, power and pipes, back to the point to the IT room or point of origin and the roof shall be repaired to its condition prior to such installation and in a manner necessary to maintain applicable warranties.

8.3 Landlord's Property. All Alterations and fixtures which may be made, installed or placed in or about the Premises from time to time, shall be at the sole cost of Tenant and shall be and become the property of Landlord upon the expiration or earlier termination of this Lease. Landlord may require Tenant at Tenant's expense to remove any "specialty" Alterations (alterations other than standard office alterations) or fixtures prior to expiration of this Lease provided Landlord designates as to whether removal is required at the time Landlord consents to such "specialty" Alterations or fixture. The Initial Improvements shall be and become the property of Landlord upon the expiration or earlier termination of this Lease and Tenant shall have no obligation to restore the Initial Improvements except for the removal of all above ceiling low voltage wiring installed by or on behalf of Tenant that Landlord specifically requires Tenant to remove at the end of the Lease term which designation as to whether removal is required is made at the time of Landlord's consent.

8.4 NOTICE OF NON-LIABILITY. **TENANT SHALL PROVIDE LANDLORD WITH WRITTEN NOTICE AT LEAST TEN (10) DAYS PRIOR TO THE COMMENCEMENT OF ANY ALTERATIONS THAT REQUIRE LANDLORD'S CONSENT. PRIOR TO THE COMMENCEMENT OF ANY ALTERATIONS REQUIRING LANDLORD'S CONSENT, TENANT SHALL PROMINENTLY POST A WRITTEN NOTICE AT THE ENTRANCE TO THE PREMISES AND IN A CONSPICUOUS PLACE ADJACENT TO WHERE THE ALTERATIONS ARE BEING CONSTRUCTED. SUCH NOTICE SHALL BE SUBJECT TO THE APPROVAL OF LANDLORD. TENANT SHALL MAINTAIN SUCH NOTICES POSTED AT THE PREMISES THROUGHOUT THE COURSE OF ALTERATIONS. LANDLORD'S INTEREST IN THE REAL PROPERTY SHALL NOT BE SUBJECT TO ANY LIEN FOR ANY ALTERATIONS.**

9. COVENANT AGAINST LIENS

Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Real Property, the Building or the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises, and, in case of any such lien attaching or notice of any lien, Tenant covenants and agrees to cause it to be immediately released and removed of record; provided, however, Tenant shall not be liable for any liens placed with respect to work or services performed by Landlord or its agents, contractors or subcontractors. Notwithstanding anything to the contrary set forth in this Lease, in the event that such lien is not released and removed within thirty (30) days after the date notice of such lien is delivered by Landlord to Tenant, Landlord, at its sole option and upon notice to Tenant, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by Landlord in connection with such lien shall be deemed Additional Rent under this Lease and shall immediately be due and payable by Tenant within thirty (30) days of written demand.

10. INSURANCE; INDEMNITY; RELEASE

10.1 Indemnification and Waiver. Tenant shall be liable for, and shall indemnify, defend, protect and hold Landlord and Landlord's partners, members, managers, officers, directors, employees, agents, successors and assigns (collectively, "**Landlord Indemnified Parties**") harmless from and against, any and all claims, damages, judgments, suits, causes of action, losses, liabilities and expenses, including reasonable attorneys' fees and court costs (collectively, "**Indemnified Claims**"), arising or resulting from (a) any negligent or willful act or omission to act of Tenant or any of the Tenant Parties; (b) any occurrence within the Premises unless solely caused by the gross negligence or willful misconduct of Landlord; and/or (c) any default by Tenant of any obligations on Tenant's part to be performed under the terms of this Lease. Subject to Section 10.6 herein and except to the extent caused by Tenant's negligence or willful misconduct, Landlord shall indemnify, defend protect and hold Tenant and Tenant's partners, members, managers, officers, directors, employees, agents, successors and assigns (collectively, "**Tenant Indemnified Parties**") harmless from and against any Indemnified Claims, arising or resulting from (a) any gross negligence or willful misconduct by Landlord; (b) any activity, work or other things done or permitted by Landlord and its agents and employees in the Premises; and/or (c) any default by Landlord of any obligations on Landlord's part to be performed under the terms of this Lease. The provisions of this Section 10.1 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability occurring prior to such expiration or termination.

10.2 Release. Tenant hereby fully and completely waives and releases all claims against Landlord for any losses or other damages sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises, including but not limited to: any defect in or failure of Building equipment; any failure to make repairs; any defect, failure, surge in, or interruption of project facilities or services; any defect in or failure of common areas; broken glass; water leakage; the collapse of any Building component; any claim or damage resulting from Landlord's repair, maintenance or improvements to any portion of the Building or Real Property; or any act, omission or negligence of co-tenants, licensees or any other persons or occupants of the Building; provided only, that the release contained in this Section 10.2 shall not apply to claims for actual damage to persons or property resulting directly and solely from Landlord's gross negligence or willful misconduct or from Landlord's breach of its express obligations under this Lease which Landlord has not cured within a reasonable time after receipt of written notice of such breach from Tenant. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord be liable for exemplary damages or consequential damages such as lost profits.

10.3 Tenant's Insurance. Tenant shall, on or before the earlier of the Lease Commencement Date or the date on which Tenant first enters the Premises, obtain and keep in full force and effect at all times during the Lease Term the following insurance coverages relating to the Premises:

10.3.1 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 at least as broad as provided in the current ISO form CG 00 01. Each policy shall include the Premises and all areas, including sidewalks and corridors, adjoining or appurtenant to the Premises. The insurance coverage shall be in an amount of not less than \$10 million per occurrence limit, \$25 million general aggregate limit, \$10 million personal and advertising limit, \$10 million products/completed operations limit and \$10 million damage to premises rented to you, with an Excess Limits (Umbrella) Policy in the amount of at least \$2 million per occurrence and \$5 million aggregate. Overall limits of liability insurance may be met through any combination of primary and excess policies. Each policy shall also include, if available: (1) coverage for explosion, collapse, and underground damage hazards, when applicable; (2) bodily 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 an additional insured files a claim against a named insured under the policy, the policy affords coverage for the insured against whom the claim is made as if separate policies had been issued; and (4) a blanket additional insured extension or endorsement or equivalent providing coverage for unspecified additional parties as their interest may appear with the insured. If Tenant elects to self-insure or carry a self-insured retention (whereby the insurer is not maintaining collateral), Comcast Corporation should maintain a tangible net worth of at least \$150,000,000 and Tenant shall pay from its assets the costs, expenses, damages, claims, losses and liabilities, including attorney's fees and necessary litigation expenses at least to the extent

that any insurance company would have been obligated to pay those amounts if Tenant had maintained the insurance pursuant to this Lease.

10.3.2 Automobile. Comprehensive automobile liability insurance on an occurrence basis in an initial amount of at least \$1 million combined single limit. This policy shall be no less broad than the then most current ISO form, to cover owned, hired, and nonowned automobiles. The policy shall include cross liability and severability of interest endorsements or provisions, if available, with respect to each additional insured.

10.3.3 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 Real Property, or any governmental authority) in a limit not less than 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.

10.3.4 Workers' Compensation. Workers' compensation insurance in the amount required by law and employer's liability coverage of at least \$1 million bodily injury per accident, \$1 million for bodily injury by disease for each employee, and \$1 million bodily injury disease aggregate and covering all persons employed by Tenant in connection with Tenant's business or the Tenant Improvements or any future Alterations.

10.3.5 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.

10.3.6 Other Insurance. Landlord and Tenant will negotiate in good faith in response to changes to commercially reasonable insurance requirements during the Term.

10.4 Insurance Requirements. All insurance policies required of Tenant under this Lease shall be: (1) provide coverage no less broad than the current ISO form policies; (2) except for the property and business interruption coverages required above, be 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 Landlord acknowledges that Tenant currently insures all or a portion of its property assets through the use of an unrated wholly-owned insurance subsidiary of Tenant's parent company (captive insurer) domiciled in the State of New York named Three Belmont Insurance Company, and that the Tenant shall have the right to continue insuring its property assets through such arrangement or another similar arrangement in lieu of procuring property insurance as otherwise required hereunder. LANDLORD, ITS PROPERTY MANAGER AND ANY OTHER PARTIES REASONABLY DESIGNATED BY LANDLORD IN WRITING FROM TIME TO TIME ("ADDITIONAL INSUREDs") SHALL BE NAMED AS ADDITIONAL INSUREDs ON EACH OF SAID COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES ON A PRIMARY AND NONCONTRIBUTORY BASIS WITH RESPECT TO LOSSES FOR WHICH TENANT IS RESPONSIBLE HEREUNDER. EACH OF SAID POLICIES SHALL PROVIDE FOR NOTICE OF CANCELLATION IN ACCORDANCE WITH POLICY PROVISIONS. 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 if such cancellation or material reduction would cause Tenant to no longer comply with the requirements of this Lease. The minimum limits of insurance specified in this Section 10 shall in no way limit or diminish or otherwise alter 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 before the expiration of each policy, certificates of insurance evidencing all insurance policies required under this article, and evidencing any amendments and endorsements to the policies (on ACORD 25, ACORD 28 or other form reasonably acceptable to Landlord).

10.5 Landlord's Insurance. Landlord shall maintain fire and extended coverage insurance on the Building in an amount not less than 80% of the replacement cost of the Building and commercial general liability insurance relating to the Building and its appurtenances in an amount not less than \$3 million per occurrence. In addition, Landlord may, at its option, maintain coverages in excess of the minimum limits set forth in this paragraph and additional coverages as specified in the definition of Operating Expenses in such amounts and with such deductibles as reasonably determined by Landlord from time to time. The total cost of all insurance maintained by Landlord for the Building and Project shall be included in Operating Expenses.

10.6 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 or officers 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 Lease Commencement Date 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 Project and the property located in the Project.

10.7 Business Interruption. Landlord shall not be responsible for, and Tenant releases and discharges Landlord and the Landlord Indemnitees from, and Tenant further waives any right of recovery from Landlord and the Landlord Indemnitees 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, EVEN IF SUCH LOSS IS CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF LANDLORD.

10.8 Adjustment of Claims. Tenant shall cooperate with Landlord and Landlord's insurers in the adjustment of any insurance claim pertaining to the Building or the Project or Landlord's use thereof.

10.9 Increase in Landlord's Insurance Costs. Tenant agrees to pay to Landlord any increase in premiums for Landlord's insurance policies resulting from Tenant's use or occupancy of the Premises.

10.10 Failure to Maintain Insurance. Any failure of Tenant to obtain and maintain the insurance policies and coverages required hereunder or failure by Tenant to meet any of the insurance requirements of this Lease shall constitute an event of default hereunder, and such failure shall entitle Landlord to pursue, exercise or obtain any of the remedies provided for in Section 19.2, and Tenant shall be solely responsible for any direct and actual loss suffered by Landlord as a result of such failure. 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, 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. 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, 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. Notwithstanding the foregoing, Tenant and Landlord agree that Tenant shall have ten (10) business days' opportunity to cure any default of insurance obligations following written notice from Landlord, provided that Tenant's or Tenant's parent company's VP of Global Risk Management, or another similar

representative of Tenant, shall immediately confirm in writing to Landlord that compliant coverage has been placed.

11. DAMAGE AND DESTRUCTION

11.1 Repair of Damage to Premises by Landlord. Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty. If the Premises or any Common Areas of the Building serving or providing access to the Premises shall be damaged by fire or other casualty, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, and subject to all other terms of this Article 11, restore the Base, Shell and Core of the Premises and such Common Areas to substantially the same condition as existed prior to the casualty, except for modifications required by law, the holder of a mortgage on the Real Property, the lessor of a ground or underlying lease, or any other modifications to the Common Areas deemed desirable by Landlord. Notwithstanding any other provision of this Lease, upon the occurrence of any damage to the Premises resulting from fire or other casualty, Tenant shall either at, Tenant's election, (i) assign to Landlord all insurance proceeds payable to Tenant as to items of property described in Section 10.3.3, and Landlord shall return the Premises and such Tenant Improvements to their original condition, or (ii) Tenant shall, at its sole expense, restore the Premises and such Tenant Improvements to their original condition. In the event any damage to the Building or Common Area occurs as a result of the negligence or willful misconduct of Tenant and/or its agents, contractors, employees and/or invitees, Tenant shall reimburse Landlord, promptly on demand, for the cost incurred by Landlord in repairing such damage and the provisions of Section 10.6 regarding Landlord's deductible shall not apply to such reimbursement obligation. Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from damage resulting from fire or other casualty or Landlord's repair thereof; provided however, that if such fire or other casualty shall have damaged the Premises or Common Areas necessary to Tenant's occupancy, and if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's employees, contractors, licensees, or invitees, Landlord shall allow Tenant an abatement of Rent during the time and to the extent the Premises are unfit for occupancy for the purposes permitted under this Lease, and not occupied by Tenant as a result thereof.

11.2 Landlord's Option to Repair. Notwithstanding the terms of Section 11.1 of this Lease, Landlord may elect not to rebuild and/or restore the Premises and/or Building and instead terminate this Lease by notifying Tenant in writing of such termination within ninety (90) days after the date of such damage, such notice to include a termination date giving Tenant ninety (90) days to vacate the Premises, but Landlord may so elect only if the Building shall be damaged by fire or other casualty or cause, whether or not the Premises are affected, and one or more of the following conditions is present: (i) repairs cannot reasonably be completed within two hundred seventy (270) days after the date of the damage (when such repairs are made without the payment of overtime or other premiums); (ii) the holder of any mortgage on the Real Property or ground or underlying lessor with respect to the Real Property shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt, or shall terminate the ground or underlying lease, as the case may be; (iii) the damage is not fully covered by Landlord's insurance policies or the full amounts to repair the damage, except for the applicable deductible, are not actually received by Landlord; or (iv) such damage occurs during the last 18 months of the Lease Term. Tenant shall have the right to terminate this Lease following an event of casualty if (i) such damage occurs during the last 18 months of the Lease Term, (ii) Tenant's architect determines in good faith that the repairs cannot reasonably be completed within two hundred seventy (270) days after the date of the damage, or (ii) if Landlord does not terminate this Lease in accordance with this Section 11.2 and thereafter fails rebuild and/or restore the Premises and/or Building to substantially the same condition as existed prior to the casualty within two hundred seventy (270) days after the date of the damage subject to Force Majeure and Tenant Delays, Tenant shall have the right to terminate this Lease upon providing Landlord thirty (30) days' prior written notice, provided however, if Landlord substantially completes the restoration of the Premises and Building within thirty (30) days after receipt of Tenant's notice terminating this Lease, Tenant's termination notice shall be deemed null and void and the Lease shall continue in full force and effect.

11.3 Waiver of Statutory Provisions. The provisions of this Lease, including this Article 11, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, the Building or any other portion of the Real Property, and any statute, regulation or case law of the State of Indiana with respect to termination rights arising from damage or destruction shall have no

application to this Lease or any damage or destruction to all or any part of the Premises, the Building or any other portion of the Real Property.

12. NONWAIVER

No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provision, even if such violation shall continue or be repeated subsequently. Any waiver by Landlord of any provision of this Lease may only be in writing, and no express waiver shall affect any provision other than the one specified in such waiver and that only for the time and in the manner specifically stated. No receipt of monies by Landlord from Tenant after the expiration or termination of this Lease shall in any way alter the length of the Lease Term.

13. CONDEMNATION

If the whole or any part of the Premises, Building or Real Property shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority in such manner as to require the use, reconstruction or remodeling of any part of the Premises, Building or Real Property, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the option to terminate this Lease upon ninety (90) days' notice, provided such notice is given no later than one hundred eighty (180) days after the date of such taking, condemnation, reconfiguration, vacation, deed or other instrument. If more than twenty-five percent (25%) of the rentable square feet of the Premises is taken, or if permanent access to the Premises is substantially impaired, Tenant shall have the option to terminate this Lease upon ninety (90) days' notice, provided such notice is given no later than one hundred eighty (180) days after the date of such taking. Landlord shall be entitled to receive the entire award or payment in connection with such taking, except that Tenant shall have the right to file any separate claim available to Tenant for any taking of Tenant's personal property belonging to Tenant and removable by Tenant upon expiration of the Lease Term pursuant to the terms of this Lease, and for goodwill and moving expenses, so long as such claim does not diminish the award available to Landlord, its ground lessor with respect to the Real Property or its mortgagee, and such claim is payable separately to Tenant. If any part of the Premises shall be taken, and this Lease shall not be so terminated, the Rent shall be proportionately abated. Tenant hereby waives any and all rights it might otherwise have under Indiana law to seek termination of this Lease in the event of a taking.

14. ASSIGNMENT AND SUBLETTING

14.1 Transfers. Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, delayed or conditioned, assign or otherwise transfer this Lease or any interest hereunder, permit any assignment or other such foregoing transfer of this Lease or any interest hereunder by operation of law, sublet the Premises or any part thereof, or permit the use of the Premises by any persons other than Tenant and its employees (all of the foregoing are hereinafter sometimes referred to collectively as "Transfers" and any person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "Transferee"). Tenant shall not market its Premises to other tenants of the Building without Landlord's written consent. If Tenant shall desire Landlord's consent to any Transfer, Tenant shall notify Landlord in writing, which notice (the "Transfer Notice") shall include (i) the proposed effective date of the Transfer, which shall not be less than forty-five (45) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice, (ii) a description of the portion of the Premises to be transferred (the "Subject Space"), (iii) all of the terms of the proposed Transfer and the consideration therefor, including a calculation of the "Transfer Premium," as that term is defined in Section 14.3 below, in connection with such Transfer, the name and address of the proposed Transferee and a copy of all operative documents to be executed to evidence such Transfer or the agreements incidental or related to such Transfer, and (iv) current financial statements of the proposed Transferee and such other information as Landlord may reasonably require. Landlord shall respond to the Transfer Notice within thirty (30) days of Landlord's receipt of any Transfer Notice, provided such Transfer Notice specifically states that Landlord must respond within thirty (30) days of receipt. If Landlord fails to respond within such thirty (30) day period, Tenant may send a second notice requesting a response which second notice shall specifically state that Landlord has five (5) business days to respond and if Landlord thereafter fails to respond within five (5) business days, Landlord shall be deemed to have granted its consent to the Transfer. If following Landlord's consent (or deemed consent) there are any material

changes to the operative documents to be executed to evidence such Transfer such that Landlord would initially have been entitled to refuse its consent to such Transfer under this Section 14.1 Tenant shall again submit the Transfer to Landlord for its approval such approval not to be unreasonably withheld, delayed or conditioned and Landlord shall respond within ten (10) days. Any Transfer made without Landlord's prior written consent shall, at Landlord's option, be null, void and of no effect, and shall, at Landlord's option, constitute a default by Tenant under this Lease. Whether or not Landlord shall grant consent, Tenant shall pay Landlord an assignment fee of \$1,200.00, Landlord's review and processing fees for any Transfer requiring Landlord's consent (excluding a transfer to a Permitted Transferee), as well as any reasonable legal fees incurred by Landlord, within thirty (30) days after written request by Landlord. Notwithstanding any contrary provision of this Lease, if Tenant or any proposed Transferee claims that Landlord has unreasonably withheld or delayed its consent to a proposed Transfer or otherwise has breached its obligations under this Article 14, Tenant's and such Transferee's only remedy shall be to seek a declaratory judgment and/or injunctive relief, and Tenant, on behalf of itself and, to the extent permitted by law, such proposed Transferee waives all other remedies against Landlord, including without limitation, the right to seek monetary damages or to terminate this Lease.

Notwithstanding the provisions of this Section 14.1 hereof, Tenant may assign this Lease or sublet all or any portion of the Premises without Landlord's consent to an affiliate, parent, subsidiary or operating division of Tenant or Comcast Corporation, or to any entity acquiring all or substantially all of Tenant's assets in the Indianapolis, Indiana market or stock or ownership interests (a "**Permitted Transferee**"). Tenant shall give Landlord notice of such Transfer within thirty (30) days following such assignment or subletting. Tenant shall nevertheless at all times remain fully responsible and liable for the payment of rent and the performance and observance of all of Tenant's other obligations under this Lease. The Transfer Premium shall not be applicable in connection with a Permitted Transferee.

14.2 Landlord's Consent. Landlord shall not unreasonably withhold, condition or delay its consent to any proposed Transfer of the Subject Space to the Transferee on the terms specified in the Transfer Notice. The parties hereby agree that it shall be reasonable under this Lease and under any applicable law for Landlord to withhold consent to any proposed Transfer where one or more of the following apply, without limitation as to other reasonable grounds for withholding consent (i) the Transferee intends to use the Subject Space for purposes which are not permitted under this Lease; (ii) the Transferee is either a governmental agency or instrumentality thereof; (iii) the Transfer will result in more than a reasonable and safe number of occupants per floor within the Subject Space; (iii) the proposed Transfer would cause Landlord to be in violation of another lease or agreement to which Landlord is a party, or would give an occupant of the Building a right to cancel its lease; (iv) the terms of the proposed Transfer will allow the Transferee to exercise a right of renewal, right of expansion, right of first offer, or other similar right held by Tenant (or will allow the Transferee to occupy space leased by Tenant pursuant to any such right); (v) either the proposed Transferee, or any person or entity which directly or indirectly, controls, is controlled by, or is under common control with, the proposed Transferee, (A) occupies space in the Building at the time of the request for consent, or (B) is negotiating with Landlord to lease space in the Building at such time, or (C) has appeared in Landlord's leasing pipeline report or corresponded with Landlord regarding the potential lease of space in the Building during the preceding nine (9) months; or (vi) Landlord has not received assurances acceptable to Landlord that all past due amounts owing by Tenant to Landlord, if any, will be paid and all defaults on the part of Tenant, if any, will be cured prior to the effective date of the proposed Transfer.

14.3 Transfer Premium. If Landlord consents to a Transfer, Tenant shall pay to Landlord within thirty (30) days of Tenant's receipt from Transferee, fifty percent (50%) of any "Transfer Premium," as that term is defined in this Section 14.3, received by Tenant from such Transferee. The phrase "**Transfer Premium**" shall mean all rent, additional rent or other consideration payable by such Transferee in excess of the Rent and Additional Rent payable by Tenant under this Lease on a per rentable square foot basis if less than all of the Premises is transferred, after deducting the reasonable expenses incurred by Tenant for (i) any changes, alterations and improvements to the Premises in connection with the Transfer, and (ii) any brokerage commissions paid to independent third parties in connection with the Transfer (collectively, the "**Subleasing Costs**"). The phrase "Transfer Premium" shall also include, but not be limited to, key money and bonus money paid by Transferee to Tenant in connection with such Transfer, and any payment in excess of fair market value for services rendered by Tenant to Transferee or for assets, fixtures, inventory, equipment, or furniture transferred by Tenant to Transferee in connection with such Transfer.

14.4 Intentionally Omitted.

14.5 Effect of Transfer. If Landlord consents to a Transfer, (i) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, (ii) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, (iii) Tenant shall deliver to Landlord, promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord, (iv) no Transfer relating to this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of the Lease from liability under this Lease; (v) Tenant shall not be able to assign its signage rights, if any without the written consent of Landlord not to be unreasonably withheld; and (vi) Tenant and Transferee shall promptly execute Landlord's standard form of consent as m.

14.6 Additional Transfers. For purposes of this Lease, the term "Transfer" shall also include a change in the ownership of fifty percent (50%) or more of the ownership interests of Tenant within a twelve (12)-month period. This Section 14.6 shall not apply as long as Tenant or Comcast Corporation is a publicly-held company whose stock trades on a nationally-recognized exchange.

15. **SURRENDER OF PREMISES AND REMOVAL OF TENANT'S PROPERTY**

No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in a writing signed by Landlord. Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant, reasonable wear and tear, casualty damage, and repairs which are specifically made the responsibility of Landlord hereunder excepted. Upon such expiration or termination, Tenant shall remove from the Premises all debris and rubbish, such items of furniture, equipment, wires, and cable or other computer or telecommunication lines or systems (including any cable or other computer or telecommunication lines or systems installed above the ceiling) installed by or at the request of Tenant that is not contained in protective conduit or metal raceway, other articles of personal property owned by Tenant and any property Landlord requires Tenant to remove pursuant to Section 8.3. Tenant shall repair at its own expense all damage to the Premises and Building resulting from such removal.

16. **HOLDING OVER**

If Tenant holds over after the expiration or earlier termination of the Lease Term hereof, such tenancy shall be a tenancy at will only, and while Tenant maintains possession of the Premises for any holdover period, Rent shall be payable at a per diem rate equal to 150% of the Rent applicable during the last rental period of the Lease Term under this Lease. Such holdover tenancy shall be subject to every other term, covenant and agreement contained herein. Such holdover shall not constitute a renewal or extension of the Lease Term and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Article 16 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, Tenant shall be liable for all damages incurred by Landlord resulting therefrom.

17. **ESTOPPEL CERTIFICATES**

Within twelve (12) business days (which twelve [12] business day period is not subject to any notice or cure periods otherwise provided under this Lease) following a request in writing with an unlocked word version of the requested document by Landlord sent via email to **Legal_Notices@comcast.com** and to **real_estate@cable.comcast.com**, Tenant shall execute and deliver to Landlord an estoppel substantially in the form attached hereto as Exhibit I, which may be required by Landlord or any prospective mortgagee or purchaser of the Real Property, certifying to Tenant's actual knowledge as of the date thereof (i) that Tenant has accepted and is occupying the Premises and has commenced payment of Rent (or, if Tenant has not taken occupancy or commenced payment of Rent, Tenant shall certify as to the date on which it intends to take occupancy and when its obligation to pay Rent commences); (ii) the Lease Commencement Date (or Anticipated Lease Commencement Date if the same has not then occurred) and the expiration date of the Term; (iii) that the Lease has not been changed, modified or amended, and is in full force and

effect and free from any default by any party known to Tenant (or, if the Lease has been changed, modified or amended, or if a default has been committed, Tenant shall certify as to the date and nature of said change, modification or amendment, and the nature of any default known to Tenant by either Landlord or Tenant); (iv) that Tenant has no claims or rights against Landlord by way of set-off or deduction against the amounts required to be paid by Tenant under the Lease; (v) that Tenant has not paid Rent for more than the current month during which certification is made; (vi) that Tenant has not been granted any option or right of first refusal to purchase all or any portion of the Building; (vii) the dates to which the Rent and other charges have been paid, and (viii) such other information as Landlord shall reasonably request, and indicating therein any exceptions to the foregoing statements that may exist at that time.

18. SUBORDINATION

This Lease is subject and subordinate to all present and future ground or underlying leases of the Real Property and to the lien of any mortgages or deeds of trust, now or hereafter in force against the Real Property and the Building, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or deeds of trust, unless the holds of such mortgages or deeds of trust, or the lessors under such ground lease or underlying leases, require in writing that this Lease be superior thereto. Tenant covenants and agrees to attorn, without any deductions or set-offs whatsoever, to the purchaser upon any foreclosure sale, or to the lessor of a ground or underlying lease upon the termination thereof, as the case may be, if so requested to do so by such purchaser or lessor, and to recognize such purchaser or lessor as the landlord under this Lease. Tenant shall, within twelve (12) business days (which twelve [12] business day period is not subject to any notice or cure periods otherwise provided under this Lease) of request in writing with an unlocked word version of the document by Landlord sent via email to **Legal_Notices@comcast.com** and to **real_estate@cable.comcast.com**, execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence or confirm such attornment and/or the subordination or superiority of this Lease to any such mortgages, deeds of trust, ground leases or underlying leases which document shall be in such form as reasonably approved by Tenant. Notwithstanding the foregoing, Landlord shall use commercially reasonable efforts to obtain a subordination, non-disturbance agreement in favor of Tenant from any current or future lender in such lender's standard form, provided, however, in the event such subordination, non-disturbance agreement, Landlord shall not be in default hereunder and this Lease shall remain in full force and effect.

19. DEFAULTS; REMEDIES

19.1 Tenant Default. The occurrence of any of the following shall constitute a default of this Lease by Tenant ("**Event of Default**"):

19.1.1 Any failure by Tenant to pay any Rent or any other charge required to be paid under this Lease, or any part thereof, when due, and such failure continues for five (5) business days after Landlord notifies Tenant in writing of such failure; provided, however, Landlord shall not be required to provide more than one (1) such payment default notice with respect to any regularly scheduled Base Rent payment (but the one (1)-notice limit shall not apply to any non-scheduled monetary charge due under the Lease) in any consecutive eighteen (18) month period and after such notice has been given and any subsequent failure by Tenant to pay regularly scheduled Base Rent when due within such consecutive eighteen (18) month period shall be a default without further notice or cure period; or

19.1.2 Any failure by Tenant (other than a failure pursuant to Section 19.1.1 or 19.1.4) to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for ten (10) days after written notice thereof from Landlord to Tenant; provided however, that if the nature of such default is such that the same cannot reasonably be cured within a ten (10) day period, Tenant shall not be deemed to be in default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure said default within sixty (60) days after such written notice; or

19.1.3 The entry of an order for relief with respect to Tenant or any guarantor of this Lease under any chapter of the Federal Bankruptcy Code, the dissolution or liquidation of Tenant or any guarantor of this Lease, the insolvency of Tenant or any guarantor of this Lease or the inability of Tenant or any guarantor of this Lease to pay its debts when due, or the appointment of a trustee or receiver to take possession of all or substantially all of Tenant's or any guarantor's assets or Tenant's interest under this Lease that is not discharged within sixty (60) days; or

19.1.4 The failure of Tenant to execute any documents referenced in Article 17 or 18 within the time periods and notice requirements set forth in those Articles.

Any notice required under this Section 19.1 shall be in lieu of, and not in addition to, any notice required under Indiana law.

19.2 Remedies Upon Default. Upon the occurrence of any Event of Default by Tenant, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity, the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive.

19.2.1 Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises by applicable legal proceeding and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor; and Landlord may recover from Tenant the following: (i) the worth at the time of award of any unpaid rent which has been earned at the time of such termination; plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease. The term "rent" as used in this Section 19.2 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. As used in clauses (i) and (ii), above, the "worth at the time of award" shall be computed by allowing interest at the rate set forth in Article 25 of this Lease. As used in clause (iii) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award plus one percent (1%).

19.2.2 If Landlord does not elect to terminate this Lease on account of any Event of Default, Landlord may, from time to time, without terminating this Lease, enforce all of its right and remedies under this Lease, including the right to terminate the Tenant's right to possession of the Premises and to recover all Rent as it becomes due.

19.3 Sublessees of Tenant. Whether or not Landlord elects to terminate this Lease on account of any Event of Default, as set forth in this Article 19, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession or occupancy entered into by Tenant and affecting the Premises, if any, or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or other consensual arrangements, and Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

19.4 Waiver of Default. No waiver by Landlord or Tenant of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other or later violation or breach of the same or any other of the terms, provisions, and covenants herein contained. Forbearance by Landlord in enforcement of one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The acceptance of any Rent hereunder by Landlord following the occurrence of any default, whether or not known to Landlord, shall not be deemed a waiver of any such default, except only a default in the payment of the Rent so accepted.

19.5 Efforts to Relet. For purposes of this Article 19, the Lease shall not be deemed to have been terminated by efforts of Landlord to relet the Premises, by its acts of maintenance or preservation with respect to the Premises, or by appointment of a receiver to protect Landlord's interest hereunder. The foregoing enumeration is not exhaustive, but merely illustrative of act which may be performed by Landlord without terminating the Lease. Notwithstanding anything contained herein, Landlord shall use commercially reasonable efforts to relet the Premises and mitigate its damages following a Tenant default; provided, however such reasonable efforts shall not include reletting the Premises prior to leasing other available space in either the Building or the Building known as Lake Pointe IV located at 8520 Allison Pointe Blvd., Indianapolis, Indiana.

19.6 Tenant's Personal Property. Any and all property which may be removed from the Premises by Landlord pursuant to the authority of the Lease or of law, to which Tenant is or may be entitled, may be handled, removed or stored by Landlord at the risk, cost and expense of Tenant and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken from storage by Tenant within thirty (30) days, shall be conclusively presumed to have been conveyed by Tenant to Landlord under this Lease as a bill of sale without further payment or credit by Landlord to Tenant.

19.7 Receipt of Moneys After Termination. No receipt of moneys by Landlord from Tenant after termination of this Lease or Tenant's right to possession, or after the giving of any notice of termination of this Lease or Tenant's right to possession, shall reinstate, continue or extend the Term or affect any notice theretofore given to Tenant, or operate as a waiver of the right of Landlord to enforce the payment of Rent and any other sum or sums of money and other charges herein reserved and agreed to be paid by Tenant then due or thereafter falling due, or operate as a waiver of the right of Landlord to recover possession of the Premises by proper remedy, except as herein otherwise expressly provided, it being agreed that after the service of notice to terminate this Lease or Tenant's right to possession or the commencement of suit or summary proceedings, or after final order or judgment for the possession of the Premises, Landlord may demand, receive and collect any moneys due or thereafter falling due without in any manner affecting such notice, proceeding, order, suit or judgment, except as herein otherwise specifically provided, all such moneys collected being deemed payments on account of the use and occupation of the Premises, or at the election of Landlord, on account of Tenant's liability hereunder. Further, no payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of Rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or payment of Rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of Rent or pursue any other remedies available to Landlord. If Landlord shall direct Tenant to pay Rent to a "lockbox" or other depository whereby payments issued in payment of Rent are initially cashed or deposited by a person or entity other than Landlord (albeit on Landlord's authority), then, for any and all purposes under this Lease: (i) Landlord shall not be deemed to have accepted such payment until ten (10) days after the date on which Landlord shall have actually received such funds; and (ii) Landlord shall be deemed to have accepted such payment if (and only if) within said ten (10) day period, Landlord shall not have returned (or attempted to return) such payment to Tenant. Nothing contained in the immediately preceding sentence shall be construed to place Tenant in default of Tenant's obligation to pay Rent if and for so long as Tenant shall timely pay the Rent required pursuant to this Lease in the manner designated by Landlord.

19.8 Landlord Default. Landlord shall not be in default in the performance of any obligation required to be performed by Landlord under this Lease unless Landlord has failed to perform such obligation within thirty (30) days after the receipt of written notice to Landlord (and any mortgagee of whom Tenant has been notified) from Tenant specifying in detail Landlord's failure to perform; provided however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed in default if it commences such performance within such thirty (30) day period and thereafter diligently pursues the same to completion. Tenant agrees that, prior to commencing a legal action against Landlord for failure to cure such default as provided in the preceding sentence, any mortgagee which received notice of such default shall have an additional thirty (30) days to cure such default (unless such cure would take longer and such mortgagee has commenced such cure within said thirty (30) day period). Upon any such uncured default by Landlord and any mortgagee which received notice of such default, Tenant may exercise any of its rights provided in law or at equity; provided, however: (a) except as otherwise expressly provided in this Lease, Tenant shall have no right of self-help to perform repairs or any other obligation of Landlord; (b) Tenant shall have no right to offset or abate rent in the event of any default by Landlord under this Lease; (c) Tenant shall have no right to terminate this Lease; (d) Tenant's rights and remedies hereunder shall be limited to the extent (i) Tenant has expressly waived in this Lease any of such rights or remedies and/or (ii) this Lease otherwise expressly limits Tenant's rights or remedies; and (e) Landlord will not be liable for any consequential damages.

20. COVENANT OF QUIET ENJOYMENT

Landlord covenants that Tenant, on paying the Rent, charges for services and other payments herein reserved and on

keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of Tenant to be kept, observed and performed, shall, during the Lease Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions and agreements hereof without interference by any persons lawfully claiming by or through Landlord. The foregoing covenant is in lieu of any other covenant express or implied.

21. INTENTIONALLY OMITTED.

22. INTENTIONALLY OMITTED.

23. SIGNS

23.1 Premises Identification and Building Directory Signage. Tenant shall be entitled, at Landlord's sole cost and expense, to (i) Building-standard identification signage outside of Tenant's Premises on the floor on which Tenant's Premises are located, and (ii) to one (1) line on the Building directory to display Tenant's name and location in the Building. Tenant shall be entitled, at Tenant's sole cost and expense, (i) one exterior Building façade sign and (ii) one panel on the Building's exterior monument sign, the location, size and design of which shall be subject to Landlord's prior approval not to be unreasonably withheld, and all applicable codes and ordinances. The location, quality, design, style, and size of such signage shall be consistent with the Landlord's building standard signage program. Any change in Tenant's signage shall be at Tenant's sole cost and expense.

23.2 Prohibited Signage and Other Items. Any other signs, notices, logos, pictures, names or advertisements which are installed in the Common Areas or on the exterior of the Building or are visible from outside the Premises and that have not been individually approved by Landlord are prohibited and may be removed without notice by Landlord, at the sole expense of Tenant.

24. COMPLIANCE WITH LAW

24.1 Tenant shall not do anything or suffer anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated. Tenant acknowledges that, except for Landlord's obligations pursuant to Sections 7.2 and 24.2, Tenant is solely responsible for ensuring that the Premises comply with any and all laws applicable to Tenant's use of and conduct of business on the Premises, and that Tenant is solely responsible for any alterations or improvements that may be required by such laws, now existing or hereafter adopted.

24.2 The parties acknowledge that the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and regulations and guidelines promulgated thereunder ("ADA"), and any similarly motivated state and local laws, as the same may be amended and supplemented from time to time (collectively referred to herein as the "Disabilities Acts") establish requirements for business operations, accessibility and barrier removal, and that such requirements may or may not apply to the Premises, Building and Real Property depending on, among other things: (i) whether Tenant's business is deemed a "public accommodation" or "commercial facility"; (ii) whether such requirements are "readily achievable"; and (iii) whether a given alteration affects a "primary function area" or triggers "path of travel" requirements. Upon delivery of possession by Landlord, the Premises shall be ADA compliant, provided, however, Landlord shall not be liable for ADA non-compliance if such non-compliance of the Initial Improvements is the result of errors or omissions in the Tenant's plans prepared by Tenant's architect which shall be Tenant's (or Tenant's architect's) responsibility. Following delivery of possession, Tenant shall perform any required Disabilities Acts compliance in the Premises only to the extent required by any future alterations or improvements to be made by Tenant subsequent to the Initial Improvements.

25. LATE CHARGES

If any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after said amount is due, then (i) Tenant shall pay to Landlord a late charge equal to ten percent (10%) of the amount due (but in no event shall such charge be in excess of the maximum amount permitted by

applicable law) plus any reasonable attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder, and (ii) such unpaid amounts shall thereafter bear interest until paid at a rate equal to the U.S. prime rate on interest set forth in the money rates column of the Wall Street Journal on the date due (or if the Wall Street Journal ceases to publish such a rate, then the rate published by the largest federally chartered banking institution with a branch in Indiana) plus five percent (5%) per annum, provided that in no case shall such rate be higher than the highest rate permitted by applicable law. The late charge and interest shall be deemed Additional Rent and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

26. LANDLORD'S RIGHT TO CURE DEFAULT

All covenants and agreements to be kept or performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any reduction of Rent. If Tenant shall fail to perform any of its obligations under this Lease, within a reasonable time after such performance is required by the terms of this Lease, Landlord may, but shall not be obligated to, after reasonable prior notice to Tenant, make any such payment or perform any such act on Tenant's part without waiving its right based upon any default of Tenant and without releasing Tenant from any obligations hereunder, in which event Tenant shall reimburse Landlord, within thirty (30) days following written demand with reasonable back-up documentation, for the reasonable out-of-pocket sums incurred by Landlord in connection therewith. Tenant's reimbursement obligations under this Article 26 shall survive the expiration or sooner termination of the Lease Term.

27. RIGHTS RESERVED BY LANDLORD

27.1 Landlord reserves the right at all reasonable times and upon reasonable notice to the Tenant to enter the Premises to (i) inspect them; (ii) show the Premises to prospective purchasers, mortgagees or tenants, or to the ground or underlying lessors; (iii) post notices of non-responsibility; or (iv) alter, improve or repair the Premises or the Building if necessary to comply with current Building codes or other applicable laws, or for structural alterations, repairs or improvements to the Building. Notwithstanding anything to the contrary contained in this Article 27, Landlord may enter the Premises at any time to (a) perform services required of Landlord; (b) take possession due to any breach of this Lease in the manner provided herein; (c) perform any covenants of Tenant that Tenant fails to perform; or (d) to address an emergency. Any such entries shall be without the abatement of Rent, shall not be deemed an unlawful entry, or an actual or constructive eviction, and shall include the right to take such reasonable steps as required to accomplish the stated purposes. Tenant hereby waives any claims for damages or for any injuries or inconvenience to or interference with Tenant's business, lost profits, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. In exercising its rights hereunder, Landlord shall use commercially reasonable efforts to minimize interference with Tenant's business.

27.2 Landlord reserves full rights to control the Building and the Real Property (which rights may be exercised without subjecting Landlord to claims for constructive eviction, abatement of Rent, damages or other claims of any kind), including more particularly, but without limitation, the following rights: (a) to paint and decorate; (b) to perform repairs or maintenance; and (c) to make replacements, restorations, renovations, alterations, additions and improvements, structural or otherwise (including Freon retrofit work), in and to the Building or Real Property or any part thereof, including any adjacent building, structure, facility, land, street or alley, or change the uses thereof) including changes, reductions or additions of corridors, entrances, doors, lobbies, parking facilities and other areas, structural support columns and shear walls, elevators, stairs, escalators, mezzanines, solar tint windows or film, kiosks, planters, sculptures, displays, and other amenities and features therein, and changes relating to the connection with or entrance into or use of the Building or Real Property or any other adjoining or adjacent building or buildings, now existing or hereafter constructed). In connection with such matters, Landlord may, among other things, erect scaffolding, barricades and other structures, open ceilings, close entry ways, restrooms, elevators, stairways, corridors, parking and other areas and facilities, and take such other actions as Landlord deems appropriate. However, Landlord shall: (a) take reasonable steps to minimize or avoid any denial of access to the Premises except when necessary on a temporary basis; and (b) in connection with entering the Premises, shall comply with Section 27.1 above.

28. INTENTIONALLY DELETED

29. MISCELLANEOUS PROVISIONS

29.1 Binding Effect. Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Article 14 of this Lease.

29.2 No Air Rights. No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.

29.3 INTENTIONALLY OMITTED.

29.4 Transfer of Landlord's Interest. In the event Landlord transfers all or any portion of its interest in the Real Property and Building and in this Lease, Landlord shall automatically be released from all remaining liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder after the date of transfer.

29.5 Captions. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

29.6 Time of Essence. Time is of the essence of this Lease and each of its provisions.

29.7 Partial Invalidity. If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

29.8 Landlord Exculpation. It is expressly understood and agreed that notwithstanding anything in this Lease to the contrary, and notwithstanding any applicable law to the contrary, the liability of Landlord hereunder (including any successor landlord) and any recourse by Tenant against Landlord shall be limited solely and exclusively to the interest of Landlord in the Building (and any proceeds thereof), and neither Landlord, nor any of its constituent partners, members, shareholders, officers, directors or employees shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant.

29.9 Entire Agreement. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease contains all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and there are no implied covenants with respect to this Lease, including, without limitation, the implied covenant of good faith and fair dealing. None of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto. Any deletion of language from this Lease prior to its execution by Landlord and Tenant shall not be construed to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse of the deleted language. The parties hereto acknowledge and agree that each has participated in the negotiation and drafting of this Lease; therefore, in the event of an ambiguity in, or dispute regarding the interpretation of, this Lease, the interpretation of this Lease shall not be resolved by any rule of interpretation providing for interpretation against the party who caused the uncertainty to exist or against the draftsman.

29.10 Force Majeure. Whenever performance or satisfaction of a condition is required by either party hereunder, such party shall use due diligence and take all necessary measures in good faith to so perform or satisfy, but if completion of performance or if satisfaction is delayed at any time by reason of natural disasters (e.g. hurricanes, floods, earthquakes etc.), military action, unusual government action, pandemics, a condition caused by the other party hereto, terrorist acts, civil strife, unavailability of labor or materials, riots, labor disputes, damage to work in progress by reason of fire or other casualty, or other causes without the fault and beyond the reasonable control of the party so obligated (other than financial reasons, or a default by a third party unrelated to a Force Majeure Event) (each, a "Force Majeure Event"), then the time for performance or satisfaction of the condition as herein specified shall be appropriately extended by the time of the delay actually caused by the Force Majeure Event. A Force Majeure Event shall also exist if a party is prevented from satisfying a condition by virtue of a Force Majeure Event affecting one or more third parties whose performance is necessary to so satisfy. For the avoidance of doubt, notwithstanding the fact that the Covid-19 Pandemic is known by the parties, for purposes of this lease transaction the Covid-19 Pandemic is deemed to be a Force Majeure Event because the duration of the disruptions and additional outbreaks caused by the Covid-19 Pandemic, and the impact thereof (including, without limitation, with respect to government actions or the availability of labor and materials), is currently unforeseeable and unavoidable and the notice requirements of this Section relative to such Force Majeure Event, which would otherwise be applicable to such event are hereby waived. The provisions of this Section will not operate to excuse any party from the prompt payment of any monies required by this Lease. As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, the party invoking the application of this clause shall submit notice to the other party including reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the party's act under this Lease.

29.11 Notices. Any notice, demand or other communication given under the provisions of this Lease (collectively, "Notices") by either party to the other party shall be effective only if in writing and either: (a) personally served, (b) mailed by United States Postal Service registered or certified mail, return receipt requested, postage prepaid, or (c) sent by a nationally recognized courier service (e.g., Federal Express) for next-day delivery. Notices shall be directed to the parties at their respective addresses set forth in the Summary. In the event that a different address is furnished by either party to the other party in accordance with the procedures set forth in this Section 29.11, Notices shall thereafter be sent or delivered to the new address. Notices given in the foregoing manner shall be deemed given (a) when actually received or refused by the party to whom sent if delivered by carrier or personally served or (b) if mailed, on the day of actual delivery or refusal as shown by the addressee's registered or certified mail receipt. For purposes of this Section 29.11, a "business day" is Monday through Friday, excluding holidays observed by the United States Postal Service.

29.12 Joint and Several Liability. If more than one person or entity executes this Lease as Tenant: (a) each of them is and shall be jointly and severally liable for the covenants, conditions, provisions and agreements of this Lease to be kept, observed and performed by Tenant; and (b) the act or signature of, or notice from or to, any one or more of them with respect to this Lease shall be binding upon each and all of the persons and entities executing this Lease as Tenant with the same force and effect as if each and all of them had so acted or signed, or given or received such notice.

29.13 Venue; Jury Waiver; Attorneys' Fees; Trial. Any litigation between Landlord and Tenant related to this Lease shall be in the State of Indiana. Landlord and Tenant agree that venue for any such litigation shall be proper in the Marion County District Court. If either party commences litigation against the other for the specific performance of this Lease, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, **the parties hereto agree to and hereby do waive any right to a trial by jury** and, in the event of any such commencement of litigation (including appeals), the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred, including any and all costs incurred in enforcing, perfecting and executing such judgment. Tenant hereby waives its right to plead any counterclaim unrelated to this Lease or Tenant's occupancy of the Premises, or to seek an offset, in any action or proceeding brought by Landlord against Tenant for non-payment of Rent or default hereunder. This shall not, however, be construed as a waiver of Tenant's right to assert any claim in a separate action brought by Tenant.

29.14 Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of Indiana, without reference to the conflicts of law provisions thereof.

29.15 Brokers. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only the real estate brokers or agents specified in Section 13 of the Summary (the "**Brokers**"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Each party agrees to indemnify and defend the other party against and hold the other party harmless for, from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent other than the Brokers.

29.16 Transportation Management. Tenant, at Landlord's initial cost but to be included as an Operating Expense, shall comply with all future programs intended to manage parking, transportation or traffic in and around the Real Property and in connection therewith, Tenant shall take responsible action for the transportation planning and management of all employees located at the Premises by working directly with Landlord, any governmental transportation management organization or any other transportation-related committees or entities provided such compliance does not materially adversely affect Tenant's use of the Premises.

29.17 Confidentiality. Tenant acknowledges that the content of this Lease are confidential information. Tenant shall keep such confidential information strictly confidential and, unless required by law or upon Landlord's written consent, shall not disclose such confidential information to any person or entity other than Tenant's parent, affiliates, Permitted Transferees, potential subtenants and assignees, financial, legal and space planning consultants.

29.18 Landlord Renovations. Tenant acknowledges that Landlord may, but shall not be obligated to during the Lease Term renovate, improve, alter, or modify (collectively, the "**Renovations**") the Building and/or Real Property, including without limitation the Parking Facilities, Common Areas, Systems and Equipment, roof, and structural portions of the same. Tenant hereby agrees that such Renovations and Landlord's actions in connection with such Renovations shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent. Landlord shall have no responsibility or for any reason be liable to Tenant for any direct or indirect injury to or interference with Tenant's business arising from the Renovations, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises or of Tenant's personal property or improvements resulting from the Renovations or Landlord's actions in connection with such Renovations, or for any inconvenience or annoyance occasioned by such Renovations or Landlord's actions in connection with such Renovations provided, however, Landlord shall use commercially reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises in connection with such Renovations.

29.19 Counterparts; Electronic Signature. This Lease may be executed in duplicate counterparts, each of which shall be deemed an original hereof or thereof. This Lease 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.

29.20 Financial Statements. Upon ten (10) days prior written request from Landlord (which Landlord may make at any time during the Term but no more often than once in any calendar year unless required in connection with a potential sale or financing of the Real Property), Tenant shall deliver to Landlord a current financial statement of Tenant and any guarantor of this Lease. Notwithstanding anything to the contrary, for so long as Tenant is a wholly owned subsidiary of Comcast Corporation and financial statements of Comcast Corporation are available online at no charge to Landlord, Tenant shall not be required to provide any financial statements as otherwise required by this Section.

29.21 Excepted Rights. Landlord shall also have the right (but not the obligation) to temporarily close the Building if Landlord reasonably determines that there is an imminent danger of significant damage to the Building or of personal injury to Landlord's employees or the occupants of the Building. The circumstances under which Landlord may temporarily close the Building shall include, without limitations, electrical interruptions,

hurricanes, terrorist activities and civil disturbances. A closure of the Building under such circumstances shall not constitute a constructive eviction nor entitle Tenant to an abatement or reduction of rent payable hereunder.

29.22 Rules and Regulations. Tenant agrees to observe and comply with the rules and regulations set forth in Exhibits E and G attached to this Lease. Any violation by Tenant of any of the rules and regulations, may be restrained; but whether or not so restrained, Tenant acknowledges and agrees that it shall be and remain liable for all actual damages, loss, costs and expense resulting from any violation by Tenant of any of said rules and regulations. Nothing in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce said rules and regulations, or the terms, covenants and conditions of any other leases against any other tenant or any other persons, provided that Landlord shall uniformly apply such rules and regulations and shall not discriminate against Tenant in the enforcement of any such rules and regulations. Landlord reserves the right to make and adopt, from time to time, such other reasonable rules and regulations and to amend, modify or rescind any then existing rules and regulations for the protection and welfare of the Real Property and its tenants and occupants, as Landlord may determine, and Tenant agrees to abide by all such rules and regulations provided Tenant is given advance written notice thereof. If the Rules and Regulations now existing or hereafter promulgated conflict with this Lease, the terms and conditions of this Lease shall govern.

29.23 Memorandum of Lease. Neither this Lease nor a short memorandum of lease may be recorded unless done so with the written consent of Landlord.

29.24 Patriot Act Compliance. Tenant certifies that it is not an entity: (i) that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order 13224 issued on September 24, 2001 ("EO13224"); (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/ofac/t11sdn.pdf>); or (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in EO13224 (any and all parties or persons described in clauses [i] - [iii] above are herein referred to as a "Prohibited Person"). Tenant covenants and agrees that Tenant will not: (i) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person; or (ii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. Tenant further covenants and agrees to deliver (from time to time) to Landlord any such certification or other evidence as may be reasonably requested by Landlord, confirming that: (i) Tenant is not a Prohibited Person; and (ii) Tenant has not engaged in any business, transaction or dealings with a Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person.

Landlord certifies that it is not an entity: (i) that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order 13224 issued on September 24, 2001 ("EO13224"); (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/ofac/t11sdn.pdf>); (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in EO13224; or (iv) who is otherwise affiliated with any entity or person listed above (any and all parties or persons described in clauses [i] - [iv] above are herein referred to as a "Prohibited Person"). Landlord covenants and agrees that Landlord will not: (i) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person; or (ii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. Landlord further covenants and agrees to deliver (from time to time) to Tenant any such certification or other evidence as may be reasonably requested by Tenant, confirming that: (i) Landlord is not a Prohibited Person; and (ii) Landlord has not engaged in any business, transaction or dealings with a Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person.

29.25 Right of First Refusal. Landlord hereby grants to Tenant an ongoing right of first refusal ("Tenant's ROFR") to lease space on the 2nd floor of the Building which is contiguous to the Premises (the

“ROFR Space”). Prior to entering into any lease for the ROFR Space or a portion thereof if the Potential Tenant is not leasing all of the ROFR Space based on a fully agreed to letter of intent (whether signed or unsigned), term sheet, lease document or other writing delivered to Landlord or received from a bona-fide third party potential tenant (the **“Potential Tenant”**) in which Landlord intends to negotiate (the **“ROFR Proposal”**), Landlord shall notify Tenant in writing (**“Landlord’s ROFR Notice”**), which ROFR Notice shall set forth (i) a description of the particular ROFR Space (including the rentable square footage thereof), (ii) the anticipated date upon which Landlord expects to be able to deliver the particular ROFR Space to Tenant (the **“Anticipated ROFR Space Commencement Date”**), (iii) the Base Rent payable with respect to the ROFR Space, and (iv) any other material economic terms and conditions upon which Landlord is willing to lease the ROFR Space. The term for Tenant’s leasing such ROFR Space shall commence upon the actual delivery of the ROFR Space to Tenant (the **“ROFR Space Commencement Date”**) and shall be coterminous with the Term and any renewal thereof; provided, however, if the Term for the Premises has less Term remaining than the term for the ROFR Space, then the Term for the Premises shall be extended to be coterminous with the term for the ROFR Space. For illustrative purposes only, if there are two (2) years left in the Term for the Premises as of the ROFR Space Commencement Date and the term for the ROFR Space is to be five (5) years, the Term for the Premises shall be extended by three (3) years in order for the terms of the ROFR Space and Premises to be coterminous. If Tenant desires to exercise Tenant’s ROFR with respect to the particular ROFR Space in question on the terms and conditions set forth in the ROFR Notice, Tenant shall deliver written notice thereof to Landlord (**“Tenant’s ROFR Election Notice”**) within ten (10) business days following Tenant’s receipt of the ROFR Notice from Landlord. Time is of the essence with respect to Tenant’s delivery of Tenant’s ROFR Election Notice. Tenant acknowledges and agrees that Tenant must elect to exercise Tenant’s ROFR, if at all, with respect to the entirety of the particular ROFR Space being offered by Landlord to the Potential Tenant and accepted by the Potential Tenant, and Tenant may not elect to lease only a portion thereof. If Tenant timely exercises Tenant’s ROFR and all of the conditions thereto are satisfied, then effective as of the ROFR Space Commencement Date (a) such ROFR Space shall be added to and deemed part of the Premises upon the terms and conditions of this Lease except as otherwise provided for in this Section and in the ROFR Notice, and (b) Tenant’s Share of Operating Expenses and Real Estate Taxes shall be appropriately increased. Promptly following the delivery of the particular ROFR Space to Tenant or otherwise upon request of Landlord, Landlord and Tenant shall enter into an amendment to this Lease incorporating the terms contained in the ROFR Notice and the modifications set forth in clauses (a) and (b) of the preceding sentence, and any other applicable terms of this Section, but failure to do so shall have no effect on Tenant’s agreement to lease the ROFR Space. Tenant’s rights hereunder are ongoing, each time the ROFR Space is available.

Notwithstanding the foregoing or anything to the contrary contained herein, Tenant’s ROFR shall be subject and subordinate to all rights existing as of the date of this Lease in favor of any third parties to lease all or any portion of any particular ROFR Space (including, without limitation, any expansion rights, rights of first offer, rights of first refusal and any other rights or options), and (ii) Landlord’s right to lease all or a portion of any particular ROFR Space to any tenant or occupant of such particular ROFR Space by renewing or extending such tenant’s or occupant’s lease or occupancy agreement or by entering into a new lease or occupancy agreement with such tenant or occupant.

If Tenant exercises Tenant’s ROFR and Landlord is unable to deliver possession of the ROFR Space to Tenant on the Anticipated ROFR Space Commencement Date due to the holding over or retention of possession of any tenant, subtenant or occupant of such ROFR Space or for any other reason not within Landlord’s control, such failure shall not be a default by Landlord or otherwise render Landlord liable for damages or in any way impair the effectiveness of this Lease or Tenant’s exercise of Tenant’s ROFR with respect to such ROFR Space. In such event Landlord shall use commercially reasonable efforts to deliver possession of the ROFR Space to Tenant as soon as is reasonably practicable. If Landlord is unable to deliver the ROFR Space to Tenant within sixty (60) days after the Anticipated ROFR Space Commencement Date, then Tenant shall have the right to terminate its election to lease the ROFR Space upon written notice to Landlord delivered at any time prior to Landlord’s delivery of the ROFR Space to Tenant. Notwithstanding the foregoing or anything to the contrary contained herein, Tenant’s ROFR shall not apply, and Landlord shall not have any obligation to offer any ROFR Space to Tenant during the last twelve (12) months of the Term unless Tenant shall have previously exercised its extension option pursuant to and in accordance with the terms of this Amendment, and (ii) during the last twelve (12) months of the Term as extended in accordance with the terms and conditions set forth herein

Tenant's ROFR herein is personal to Named Tenant or a Permitted Transferee, shall not be transferable, and shall automatically terminate if (i) Tenant's or Permitted Transferee's right to possession of the Premises is terminated, (ii) an Event of Default under the Lease shall have occurred and is continuing at the time Tenant elects to exercise Tenant's ROFR, or (iii) Named Tenant or Permitted Transferee no longer leases and occupies at least 7,500 rentable square feet in the Building.

29.26 Communications Equipment. Tenant shall have the right to install, access, maintain and operate, cable (including coaxial and fiber) and wiring and related equipment ("Communications Equipment") in the Building necessary to provide broadband communication services (including audio, video, Internet, data, telephony interactive communications, and similar services (collectively, "Broadband Service")) to the Premises. Tenant may directly install, maintain and operate the Communications Equipment or may, in its discretion, designate a third party to do so. All work for the installation and maintenance of the Communications Equipment shall be performed at Tenant's sole cost and expense. Landlord agrees that Tenant shall solely determine its Broadband Service provider and/or may obtain such services directly on its own behalf. Landlord acknowledges and agrees that it has not, nor shall it, enter into any agreement or other arrangement which would in any way restrict or limit Tenant's ability to determine its Broadband Service provider or install Tenant's Communications Equipment. The Improvement Allowance may be applied toward the purchase and installation of the Communications Equipment. No other agreement shall be required in order for Tenant to exercise the foregoing rights. Notwithstanding anything to the contrary, Landlord shall have the right to approve (such approval not to be unreasonably withheld) (i) all Broadband Service providers who shall execute Landlord's standard license agreement, provided, however, Tenant shall not be required to execute such license agreement with respect to Tenant or any Permitted Transferee providing Broadband Service to the Premises, and (ii) any structural work, including excavation, riser use, etc. Nothing herein shall grant the right to or permit Tenant to provide services to any other tenants of the Building. Tenant's renewal option contained herein is personal to Named Tenant or a Permitted Transferee, shall not be transferable, and shall automatically terminate if (i) Tenant's or Permitted Transferee's right to possession of the Premises is terminated, (ii) an Event of Default under the Lease shall have occurred, or (iii) Named Tenant or Permitted Transferee no longer leases and occupies at least 7,500 rentable square feet in the Building.

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

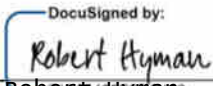
Landlord and Tenant have caused this Lease to be executed the date first above written.

"Landlord":

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

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

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

By: 
Name: Robert Hyman
Title: Vice President

"Tenant":

COMCAST OF INDIANAPOLIS, L.P.,
a Delaware limited partnership

By: Comcast of Indianapolis, LLC, its general partner

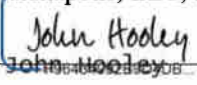
By: 
Name: John Hooley
Title: VICE PRESIDENT FINANCE

EXHIBIT A

LAKE POINTE III

OUTLINE OF FLOOR PLAN OF PREMISES

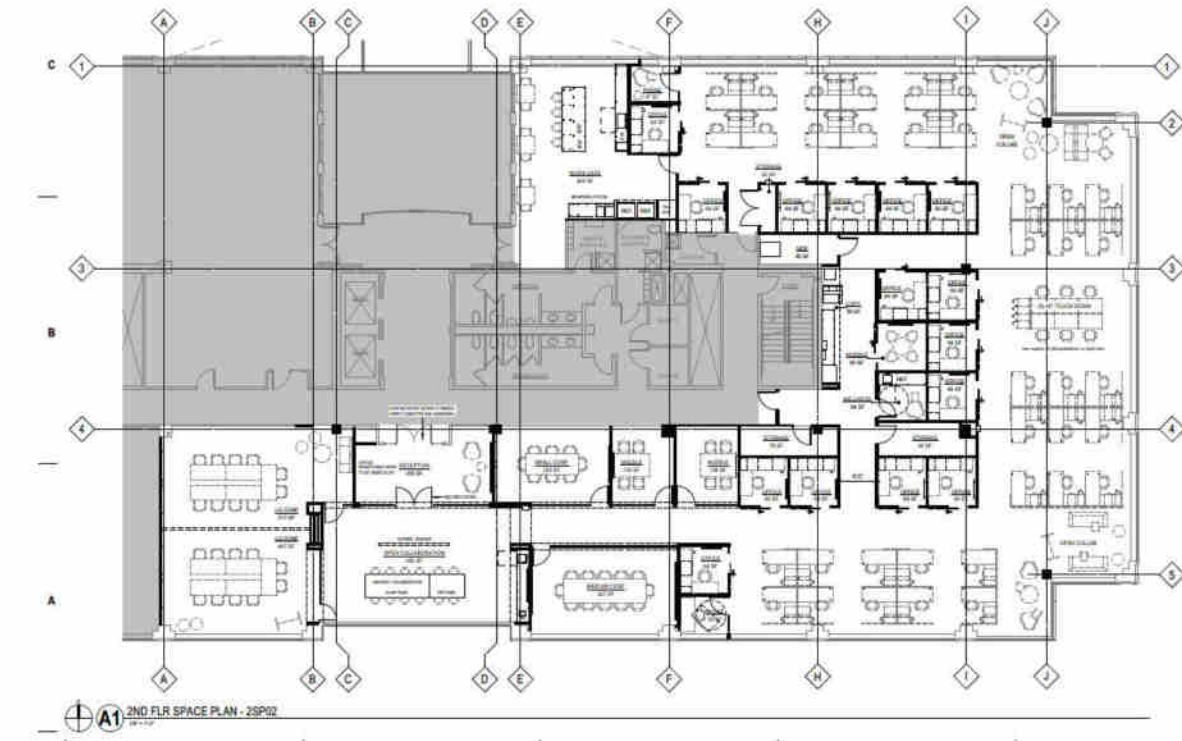


EXHIBIT B

LAKE POINTE III

DESCRIPTION OF REAL PROPERTY

LAKE POINTE III
County of Marion,
State of Indiana.

Part of the Northwest Quarter of Section 21, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northwest Quarter Section; thence along the South line thereof, South 89 degrees 06 minutes 37 seconds West (assumed bearing) 1199.71 feet; thence North 00 degrees 00 minutes 52 seconds West 12.57 feet to a point on the centerline of East 82nd Street as located by D.O.T. plans for Project ST-05-004A, which point is also the Southwest corner of the Grant of Right of Way for Allison Pointe Boulevard as recorded September 9, 1987 as Instrument #87-105141, in the Office of the Recorder of Marion County, Indiana (the next five courses are along the Westerly and Southerly lines of said Grant of Right of Way); (1) thence continuing North 00 degrees 00 minutes 52 seconds West 536.80 feet to a curve having a radius of 385.00 feet, the radius point of which bears North 89 degrees 59 minutes 08 seconds East; (2) thence Northerly and Northeasterly along said curve 212.52 feet to a point which bears North 58 degrees 23 minutes 15 seconds West from said radius point; (3) thence North 31 degrees 36 minutes 45 seconds East 762.23 feet to a curve having a radius of 305.00 feet, the radius point of which bears North 50 degrees 23 minutes 15 seconds West; (4) thence Northerly, Northwesterly and Westerly along said curve 650.79 feet to a point which bears North 00 degrees 38 minutes 30 seconds West from said radius point; (5) thence South 89 degrees 21 minutes 30 seconds West 204.00 feet to the POINT OF BEGINNING, which point is also the Northwest corner of a 4.244 acre tract described in a Warranty Deed recorded June 4, 1990 as Instrument #90-54079 in said Recorder's Office; thence along the West line of said 4.244 acre tract, South 00 degrees 38 minutes 30 seconds East 537.17 feet to a point on the South line of the North Half of said Northwest Quarter Section; thence along said South line, South 89 degrees 11 minutes 38 seconds West 345.00 feet; thence North 00 degrees 38 minutes 30 seconds West 473.16 feet to a point on the Southerly right of way line of Allison Pointe Boulevard, which point is on a curve having a radius of 100.00 feet, the radius point of which bears North 00 degrees 38 minutes 30 seconds West (the next three courses are along the Southerly line of said Allison Pointe Boulevard); (1) thence Easterly and Northeasterly along said curve, 82.98 feet to a point which bears South 48 degrees 11 minutes 15 seconds East from said radius point, and which point is on a reverse curve having a radius of 100.00 feet, the radius point of which bears South 48 degrees 11 minutes 15 seconds East; (2) thence Northeasterly and Easterly along said curve, 82.98 feet to a point which bears North 00 degrees 38 minutes 30 seconds West from said radius point; (3) thence North 89 degrees 21 minutes 30 seconds East 197.44 feet to the Point of Beginning.

EXHIBIT C

LAKE POINTE III

TENANT IMPROVEMENT WORK LETTER

1. Landlord's Obligations. Tenant acknowledges that Landlord has not made any representations or warranties with respect to the condition of the Premises except as set forth in the Lease.

2. Construction Plans.

(a) Tenant shall complete or cause the completion of the Initial Improvements to the Premises as set forth in the Final Plans (as defined below) in accordance with the procedures set forth herein. Tenant shall retain a licensed architect and engineer of its own choice to prepare detailed architectural, structural, mechanical and engineering plans and specifications that describe the Tenant Improvements (collectively, the “**Construction Plans**”). The Tenant’s proposed architect and engineer are expressly subject to Landlord’s prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed and shall be deemed given if Landlord fails to provide Tenant with written notice of disapproval (specifying the reasons for such disapproval), within five (5) business days after Tenant’s request for such approval. Tenant shall cause the Construction Plans shall be consistent with all applicable laws. The parties agree that those certain Construction Plans prepared by EUA dated 3/10/22 Rev 01 Project Number: 721250-01 have been approved by Landlord and Tenant as of the Effective Date and shall be deemed the “Final Plans”.

(b) Tenant has previously delivered complete Construction Plans to Landlord for Landlord’s approval, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall respond to Tenant’s request for approval of Tenant’s Construction Plans within ten (10) business days of submission of complete Construction Plans, during which time the Landlord’s architect and engineer (“**Landlord’s Consultants**”) will review the Construction Plans. In the event Landlord or Landlord’s Consultants shall disapprove of all or a portion of Tenant’s Construction Plans, it shall so inform Tenant in writing, specifying the reasons for such disapproval, within such ten (10) business day period or Landlord and Landlord’s Consultants shall be deemed to have approved Tenant’s Construction Plans. Tenant shall be required to incorporate any reasonable changes to the Construction Plans as required by Landlord. Landlord or Landlord’s Consultants shall respond to Tenant’s request for consent of its revised plans within five (5) business days thereafter and failure of Landlord or Landlord’s Consultants to disapprove of such revised plans within five (5) business days of submission shall be deemed approval of the revised plans. The parties agree that there shall be no management or supervision fee to Landlord or any fees to Landlord or Landlord’s Consultants for review of plans charged by Landlord to Tenant.

(c) As used herein, “**Final Plans**” refers to the Construction Plans after Landlord has approved the Construction Plans, in writing. Tenant acknowledges that Landlord’s approval of the Final Plans shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities. If applicable, Tenant’s Final Plans shall include all information necessary to reflect Tenant’s requirement for the installation of any supplemental air conditioning system and ductwork, electrical, plumbing and other mechanical systems and all work necessary to connect any special or non-standard facilities to the Building’s base mechanical, electrical and structural systems, all of which shall be at Tenant’s cost. Tenant’s submission may consist of electronic copies in AutoCad format of plans delivered via email to Landlord.

3. Performance of Initial Improvements. Tenant shall retain a licensed general contractor (“**Contractor**”) to perform the Initial Improvements of Tenant’s choice. The Contractor is expressly subject to Landlord’s prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed and shall be deemed given if Landlord fails to provide Tenant with written notice of disapproval, specifying the reasons for such approval, within five (5) business days after Tenant’s request for such approval. Landlord pre-approves Burnside, SCS and Capital hereto (“**Pre-Approved Contractors**”) and Tenant may elect to engage any of the Pre-Approved Contractors without further approval by Landlord. The Initial Improvements shall be constructed in a good and workmanlike manner substantially in accordance with the Final Plans, applicable laws and the Construction Rules

and Regulations attached to the Lease as Exhibit G. True and correct copies of building permits/occupancy permits shall be provided to Landlord by Tenant upon Tenant's receipt of request therefor. The Initial Improvements shall be subject, at the option of Landlord, to the inspection of Landlord, Landlord's Consultants and Landlord's general contractor from time to time, during the period in which the Initial Improvements are being performed, provided that such inspection does not unreasonably interfere with the completion of the Initial Improvements. Only new or like-new materials shall be used in the performance of the Initial Improvements. Contractor and subcontractors shall properly secure access to the Premises. Tenant shall not be charged for any parking, utilities (including, without limitation, electrical services and water), construction management or supervision fees, or for the use of freight elevators in connection with the Initial Improvements. Tenant shall hold Landlord and Landlord's Consultants and their respective agents and employees harmless and shall indemnify same from and against any damage or injury relating to the construction of the Initial Improvements, except to the extent arising from the gross negligence or willful misconduct of Landlord or the Landlord Related Parties. This provision shall survive the termination of the Lease.

4. Tenant Allowance. Landlord shall contribute and pay an improvement allowance not to exceed the product of the Rentable Area of the Premises (11,995 rentable square feet of Rentable Area) and \$40.00 (i.e. \$479,800) (the "**Tenant Allowance**") to Tenant as partial payment for the costs and expenses incurred by Tenant in connection with the construction of the Initial Improvements, including, without limitation, amounts paid to architects, engineers, contractors, subcontractors and material suppliers, the costs of construction and demolition, and the cost and expense of the purchase or installation of Tenant's equipment, furniture, security equipment and low voltage wiring. Notwithstanding anything to the contrary contained herein, Tenant acknowledges that Landlord is merely providing the Tenant Allowance as a concession for Tenant to enter into this Lease and Landlord is not in any way acting as a contractor or as any other party with respect to construction of the Initial Improvements, and further, that neither the Landlord nor the Building are liable for, nor stand as security for the claims or liens of any Contractor, subcontractors, sub-subcontractors, materialmen, laborers and other third parties, hired by or on behalf of the Tenant. Tenant hereby acknowledges that all Initial Improvements paid for using any portion of the Tenant Allowance shall be the sole property of Landlord from the date of construction or installation in the Premises and shall remain in the Premises following the expiration of the Lease. The Tenant Allowance or portion thereof must be utilized not later than eighteen (18) months after the Commencement Date.

5. Payment of Tenant Allowance. Payment of the Tenant Allowance shall be made by Landlord to Tenant within thirty (30) days after Tenant's Draw Request. A "**Draw Request**" shall consist of: (i) a certification from the Contractor that the Initial Improvements are Substantially Completed, (ii) final unconditional lien waivers from the Contractor and all subcontractors who either (A) performed work over \$100,000, or (B) performed mechanical, electrical, plumbing or structural work, with respect to work being paid out of the Tenant Allowance, (iii) original permits and permit drawings, where applicable, (iv) O&M and balance reports, (v) as-builts on CAD, (vi) warranty letters, and (vii) a completed punch-list approved by Tenant and Tenant's architect. The form of Draw Request shall be reasonably acceptable to Landlord. Provided that Tenant has submitted a Draw Request in compliance with the foregoing, no construction liens have been recorded (which have not been discharged completely) against the Building in connection with the Initial Improvements, and Tenant is otherwise not in Default under the Lease following notice and applicable cure period, then Landlord shall disburse the amounts requested of Landlord in the Draw Request (provided, if any default following notice and cure exists at the time of such Draw Request, Landlord shall not be required to disburse the amounts requested until such default is cured). If Landlord fails to pay all or any portion of the Tenant Allowance within the thirty (30) day time frame set forth herein, then such unpaid amount shall bear interest at the Prime Rate plus six percent (6%) per annum from the expiration date of such thirty (30) day period to the date of collection. If Landlord fails to pay the Tenant Allowance within such 30-day period, Tenant may send a second written request for payment to Landlord and if Landlord fails to pay the Tenant Allowance within ten (10) days of such second written request, then Tenant shall have the right to set off the Tenant Allowance (or any portion thereof that remains unpaid) plus interest at the rate set forth herein on such unpaid Tenant Allowance amount against any and all installments of Rent thereafter payable by Tenant under this Lease.

6. Insurance. Tenant and its architects, vendors, and other duly authorized agents shall have the right to enter the Premises for purposes of completing the Initial Improvements, provided each such agent presents Landlord with a Landlord-approved certificate of insurance naming Landlord as an additional insured substantially in accordance with the insurance requirements attached to this Lease as Exhibit F.

7. Change Orders. Tenant shall have the right to de minimis changes to the Final Plans without the necessity of obtaining Landlord's prior written approval; provided, however any such changes which impact the

Building's structure or mechanical, electrical or plumbing systems shall be deemed material and require Landlord's prior written approval not to be unreasonably withheld, conditioned or delayed. Tenant shall also have the right to make material changes to the Final Plans at any time following the date hereof by way of written change order (each, a "***Change Order***", and collectively, "***Change Orders***"), provided such Change Order is reasonably acceptable to Landlord in accordance with the review and approval process described in Section 2(b) above.

8. Definitions. For purposes of this Lease "***Substantial Completion***" (or any grammatical variation thereof) shall mean completion of construction of the Initial Improvements, as established by a temporary or permanent certificate of occupancy for the Premises or other similar authorization issued by the appropriate governmental authority, if required.

9. Performance of Initial Improvements. Tenant shall minimize any interference with other tenants' use and enjoyment of the Building as a result of the performance of the Initial Improvements. Landlord and Landlord's Consultants assume no liability for Tenant's equipment, furniture or other personal property located in the Premises during the construction of the Initial Improvements and Tenant shall hold Landlord's Consultants, Landlord, its contractors and their respective agents and employees ("***Landlord's Indemnified Parties***") harmless and indemnify same from and against any damage or injury relating to Tenant's equipment, furniture or personal property left in either the Premises during the construction of the Initial Improvements, except to the extent arising from the negligence or willful misconduct of Landlord or Landlord's Indemnified Parties.

EXHIBIT D

LAKE POINTE III

GUARANTY OF LEASE

ARTICLE I. PARTIES

COMCAST CABLE COMMUNICATIONS, LLC, a Delaware limited liability company (hereinafter "Guarantor"), as a material inducement to and in consideration of G&I IX MJW LAKE POINTE III & IV LLC, a Delaware limited liability company (hereinafter, "Landlord") entering into a written lease (hereinafter, the "Lease") with COMCAST OF INDIANAPOLIS, L.P., a Delaware limited partnership (hereinafter "Tenant"), of approximately even date herewith, for lease of that certain space located at 8470 Allison Pointe Blvd., Indianapolis, Indiana, and more particularly described in the Lease, pursuant to the provisions of this Guaranty of Lease (this "Guaranty") unconditionally guarantees and promises to and for the benefit of Landlord full payment and performance of each and all of the terms, covenants and conditions of the Lease from Tenant to Landlord, all as more specifically set forth in this Guaranty.

ARTICLE II. GUARANTOR'S DUTIES

Section 2.1. Guaranty of Tenant's Performance. Guarantor hereby unconditionally guarantees to Landlord the full and complete payment and performance of each and all of the terms, covenants and conditions of the Lease as required to be performed by Tenant, including, but not limited to, the payment of all rental, property taxes, operating expenses, and any and all other charges or sums, or any portion thereof, to accrue or become due from Tenant to Landlord pursuant to the terms of the Lease.

Section 2.2. Payment of Rental and Other Sums. In the event that Tenant shall fail to pay any rental, property taxes, operating expenses, or any other sums or charges, or any portion thereof, accrued or due pursuant to the terms of said Lease, including, without limitation, any obligations incurred by Tenant as a result of a hold-over beyond the term of the Lease, then within ten (10) business days after Guarantor receives written notice thereof from Landlord, Guarantor shall pay to Landlord or Landlord's designated agent any and all such amounts as may be due and owing from Tenant by reason of Tenant's failure to perform.

Section 2.3. Other Provisions. In the event that Tenant shall fail to perform any covenants, terms or conditions of the Lease as and when required to be performed, other than as provided for in Section 2.2 above, then upon written notice to Guarantor by Landlord, as provided herein, Guarantor shall commence and complete performance of such conditions, covenants and terms within thirty (30) days after Guarantor's receipt of Landlord's notice to Guarantor of such failure by Tenant to so perform; provided, however, that if such performance by Guarantor cannot reasonably be completed within said thirty (30) days, Guarantor shall commence performance within said time and shall diligently pursue completion thereof within a reasonable period of time.

ARTICLE III. GUARANTOR'S WAIVERS

Section 3.1. Guarantor's Waivers

Guarantor hereby waives:

- (a) all defenses by reason of any disability of Tenant;
- (b) until such time as all obligations of Tenant under the Lease have been satisfied in full, any and all rights Guarantor may have for subrogation against, or reimbursement from, Tenant with respect to any sums paid hereunder; and
- (c) any and all right to the benefit of, or to participate in, any security held by Landlord now or in the future, or to require that such security be applied by Landlord either (i) prior to any action against Guarantor hereunder or (ii) as a credit or offset against sums owing hereunder.

ARTICLE IV. ALTERATION, MODIFICATION, OR ASSIGNMENT

Section 4.1. Effect of Extension, Modification, or Alteration of Lease

Guarantor understands and agrees that the obligations of Guarantor under this Guaranty shall in no way be affected by any extension, modification, or alteration of the Lease or Tenant's obligations thereunder, and no such extension, modification, or alteration of the Lease or Tenant's obligations thereunder shall in any way release or discharge Guarantor from any of its obligations accruing under this Guaranty. The term "Lease" shall include all amendments, modifications, alterations and extensions of the Lease.

Section 4.2. Assignment

Guarantor understands and agrees that no assignment of the Lease, nor any rights or obligations accruing thereunder, shall in any way affect or release Guarantor's obligations under this Guaranty, unless agreed upon by in writing by Landlord, which agreement shall be in Landlord's sole and absolute discretion.

Section 4.3. Delay in Enforcement

Guarantor understands and agrees that any failure or delay of Landlord to enforce any of its rights under the Lease or this Guaranty shall in no way affect Guarantor's obligations under this Guaranty.

ARTICLE V. TENANT'S INSOLVENCY

Section 5.1. Liability upon Tenant's Insolvency

Guarantor understands and agrees that in the event Tenant shall become insolvent or be adjudicated bankrupt, whether by voluntary or involuntary petition, or shall a petition for organization, arrangement, or similar relief be filed against it, or if a receiver of any part of its property or assets is appointed by any court, Guarantor will remain obligated to pay to Landlord the amount of all unpaid rent, property taxes, operating expenses, and any other sums accrued and thereafter accruing under the Lease.

Section 5.2. Effect of Operation of Law

To the extent permitted by law, any operation of any present or future debtor's relief act or similar act or law, or decision of any court, shall in no way abrogate or otherwise limit the obligation of Guarantor to perform any of the terms, covenants or conditions of this Guaranty.

ARTICLE VI. MISCELLANEOUS

Section 6.1. Notices

Any and all notices required under this Guaranty shall be made in writing, and shall be personally delivered, or sent by reputable courier or overnight delivery service, to the respective party at its address listed below, or at such other place as may be designated by said party upon written notice from time to time hereafter.

To Guarantor, to: Comcast Cable Communications, LLC
One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103-2838
Attention: General Counsel

AND a Copy

sent via email to: Legal_Notices@comcast.com and to real_estate@cable.comcast.com

To Landlord, to: G&I IX MJW Lake Pointe III & IV LLC
c/o M & J Wilkow Properties, LLC
20 South Clark Street, Suite 3000
Chicago, IL 60603
Attn: 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, NY 10017

Notices shall be effective on (a) the date of hand delivery, or (b) one (1) business day after deposit with a reputable courier or overnight delivery service. Inability to deliver due to change of address for which no notice was given or refusal to accept delivery shall be deemed delivery hereunder.

Section 6.2. Extent of Obligations

Notwithstanding anything to the contrary in this Guaranty, it is understood and agreed that this Guaranty shall extend to any and all obligations of Tenant under the Lease.

Section 6.3. Assignability

This agreement may be assigned in whole or in part by Landlord at any time to any successor to Landlord's interest in the leased premises and/or to any lender of Landlord.

Section 6.4. Successors and Assigns

The terms and provisions of this Guaranty shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 6.5. Modification of Guaranty

This Guaranty constitutes the full and complete agreement between the parties hereto, and it is understood and agreed that the provisions hereof may only be modified by a writing executed by both parties hereto.

Section 6.6. Number and Gender

As used herein the singular shall include the plural, and as used herein the masculine shall include the feminine and neuter genders.

Section 6.7. Captions/Headings

Any captions or headings used in this Guaranty are for reference purposes only and are in no way to be construed as part of this Guaranty.

Section 6.8. Invalidity

If any term, provision, covenant or condition of this Guaranty is held to be void, invalid, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Section 6.9. Jurisdiction

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and construed pursuant to and in accordance with the laws of the State in which the leased premises are located. Landlord and Guarantor each consents to the jurisdiction of any competent state or federal court in the State in which the leased premises are located.

Section 6.10. Joint and Several

Should more than one party execute this instrument as Guarantor, then the obligations of each such party shall be joint and several.

Section 6.11. Attorney's Fees

In the event it becomes necessary to enforce any of the terms and provisions of this Guaranty, whether or not suit be instituted, the prevailing party shall be entitled to its reasonable costs and expenses incurred with respect thereto, including, but not limited to, reasonable attorney's fees, and such other costs and expenses as may be allowed by law.

Section 6.12. Waiver of Jury Trial LANDLORD AND GUARANTOR EACH

ACKNOWLEDGES THAT IT IS AWARE OF AND HAS HAD THE ADVICE OF COUNSEL OF ITS CHOICE WITH RESPECT TO ITS RIGHT TO TRIAL BY JURY, AND EACH PARTY DOES HEREBY EXPRESSLY AND KNOWINGLY WAIVE AND RELEASE ALL SUCH RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER (AND/OR AGAINST ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUBSIDIARY OR AFFILIATED ENTITIES) ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS GUARANTY.

Section 6.13. Guaranty of Payment and Performance

It is understood and agreed that this Guaranty is unconditional and continuing, and a guaranty of payment and performance and not of collection.

[signatures on following page]

ARTICLE VII. EXECUTION

IN WITNESS WHEREOF, the undersigned have executed this Guaranty and made it effective this _____ day of _____, 2022.

Guarantor:
COMCAST CABLE COMMUNICATIONS, LLC

By _____
Printed Name _____
Title _____

Landlord:

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

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

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

By _____
Printed Name _____
Title _____

EXHIBIT E

LAKE POINTE III

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, not to be unreasonably withheld. 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, not to be unreasonably withheld. 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 not to be unreasonably withheld 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, not to be unreasonably withheld. 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, not to be unreasonably withheld.

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, not to be unreasonably withheld. 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, or for any immoral or unlawful purpose.

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 other than customary cleaning or office supplies.

8. No bicycles, vehicles or animals of any kind (other than certified service animals), shall be brought into or kept by any Tenant in or about the Premises or the Building.

9. 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 reasonably 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, not to be unreasonably withheld.

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 the necessary permits and 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 other than customary coffee stations and kitchenettes for use by its employees.

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 Real Property. **THE USE OF ILLICIT DRUGS IS PROHIBITED** anywhere on the Real Property, 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 temporarily 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 temporarily take one elevator out of service to tenants for exclusive use by management in servicing the Building.
26. No electric heaters or electric fans are allowed on the Premises with the prior written consent of Landlord.

EXHIBIT F

LAKE POINTE III

VENDOR INSURANCE REQUIREMENTS

Prior to commencement of any construction at the Premises, Tenant's contractors shall procure and maintain the insurance described below covering Tenant's contractors against claims, damages or losses which may arise out of, in connection with or result from the construction. The insurance policies shall be on an occurrence basis and shall be effective from the start of construction and maintained during construction and with respect to products and completed operations for two (2) years after final payments have been made under the construction contract. Prior to commencement of construction, Tenant agrees to provide and to require the contractor engaged in the construction to provide to Landlord, certificates evidencing the existence of, the foregoing described insurance with the following coverages:

27. Workmen's Compensation and Employer's Liability Insurance:
 - a. Indiana: Statutory limits
 - b. Employer's Liability: \$1,000,000 per each accident or illness.
28. Commercial General Liability Insurance, including as minimum coverages:
 - Premises - Operations Liability
 - Independent Contractor's Liability
 - Products and Completed Operations Liability
 - Blanket Contractual Liability Coverage
 - Personal Injury
 - a. Special Requirements:
 - (i) Property Damage Liability Insurance will provide "X, C, and U" (explosion, collapse and underground hazard) coverage as applicable.
 - (ii) Products and Completed Operations to be maintained for two (2) years after final payment.
 - b. Limits of Liability. A combined single limit of \$2,000,000 in the aggregate and per occurrence combined single limit for bodily injury or property damage claims.
 - c. Additional Insured. The Commercial General Liability policy shall name Landlord, Tenant, and any other party reasonably designated by Landlord or Tenant as "Additional Insured"
29. Commercial Automobile Liability Insurance:
 - a. Special requirements: all owned, hired, and non-owned vehicles including the loading or unloading thereof.
 - b. Limits of Liability: Bodily Injury and Property Damage: \$1,000,000 in the aggregate and per accident combined single limit.

30. Property Insurance: Tenant shall maintain insurance on an “all risk” basis for the completed value of the to-be constructed improvements during the course of construction through either the Tenant’s property insurance program or a Builders Risk insurance policy obtained by either Tenant or Tenant’s Contractor.

31. Umbrella Liability Insurance: \$10,000,000 in the aggregate and per occurrence.

32. Pollution Liability Insurance: Tenant’s contractors that present pollution exposure (i.e., hydraulic elevators, environmental contracts, construction projects where asbestos, lead paint, etc. is present) shall maintain a separate pollution liability policy with minimum limits of \$5,000,000 in the aggregate and per occurrence. “Claims made” coverage is acceptable with 3-year extended reporting and coverage.

Each insurance policy and any certificate furnished in lieu of a policy shall state that it will not be cancelled without thirty (30) days prior written notice to Tenant and Landlord. If the “Additional Insureds” have other insurance which is applicable to the loss, it shall be on an excess or contingent basis. The amount of any insurance company’s liability under the policies specified herein shall not be reduced by the existence of such other insurance. Contractor’s certificates shall be in duplicate and on standard ACORD forms. All insurance policies shall be issued by insurance companies rated “A- VIII” or higher in Best’s Insurance Guide (latest edition in effect as of the date hereof and subsequently in effect as of the date of renewal of the required policies). All insurance policies shall be issued as primary and noncontributory policies as such policies apply to the “Additional Insureds”.

The Tenant shall require Contractor engaged in the construction of the Improvements to waive all rights of recovery or subrogation on behalf of their insurers for bodily injury or property damage claims or loss or damage to the Improvements or the Premises which arise from the construction as respects Landlord, its officers or employees.

EXHIBIT G

LAKE POINTE III

CONSTRUCTION RULES

I. General

A. All General Contractors and Sub-Contractors are hereinafter referred to as "Contractors". Contractors working in or about the property must have prior written approval from Property Manager before any type of work may commence.

B. All referenced material, labor, services or construction and/or other referenced processes performed by contractor, shall be hereinafter referred to as "work".

C. All contractors must be licensed and have working experience in commercial properties. Written documentation/certification and previous job references may be required prior to the commencement of any type of work. Bonding may be required at Property Manager's request.

D. Permits must be obtained from the City of Indianapolis prior to the commencement of work. This includes general construction as well as low voltage security or Telecom wiring.

E. All contractors shall keep the premises and improvements free and clear of all liens arising out of or claimed by reason of any work performed, materials furnished or obligations incurred.

F. It is imperative that all of contractors' personnel maintain good conduct while they are on the property and that they are properly dressed for the environment they are working and the job being done.

G. Approval of the drawings, details, schedules, etc., by the Property Manager shall not relieve the contractor from the responsibility for compliance with local, county, state or federal laws, rules, ordinances, or rules and regulations of commissions, boards or other authorities with jurisdiction.

II. Hours

A. Hours in which the work will commence and end each day must be approved by Property Manager prior to the commencement of the project. No variation to the agreed upon hours will be permitted unless authorization is obtained from Property Manager. Building business hours are 7:00 a.m. - 6:00 p.m., Monday through Friday and 7:00 a.m. - 1:00 p.m. on Saturdays.

B. Noisy work must be completed prior to 8:00 a.m. or after 6:00 p.m.

C. Hours will further be limited by the contractor's rules and regulations as stated herein. Use of the building freight elevators will be according to building hours.

D. Property Manager must be notified of all "after-hours" work at least twenty-four (24) hours in advance.

III. Elevators

A. Tenant shall provide Landlord with a minimum of 24 hours' notice of any large delivery via Work Order Request in order for Maintenance to place blanket protection on the elevator walls. The failure to adhere to this policy will cause the violator to be fined in amount sufficient to cover any and all damage, as decided solely by the Landlord, but in no event less than \$150.00.

B. Items being delivered in the elevators cannot exceed the posted limit of 2500 pounds.

C. Failure to adhere to the rules and policy listed herein will cause the violator to be fined in amount sufficient to cover any and all damages, as decided solely by the Landlord, but in no event less than \$150.00.

IV. Noise/Odor Restrictions

A. Since work will occur while other businesses in the building are operating, noise and odors are major considerations. Therefore, excessive noises or odors that may disturb tenants will force us to halt work temporarily. If a specific task, such as core drilling, involves making disruptive noises or carpet glue and painting causes excessive odors, it will be necessary for the contractor to make arrangements for these tasks to be done between 6:00 p.m. and 8:00 a.m. on weekdays and/or during weekends.

B. It is the responsibility of the contractor to instruct all construction personnel that noise and odors will be minimized at all times.

C. Acceptable noise level shall be determined solely by the Property Manager. Radios shall not be allowed at any time.

V. Damage to Property

A. It is the contractor's responsibility to assure that no damage is done to the property by its employees or agents acting on behalf of the contractor.

B. The contractor shall assume the financial responsibility for repairing any damage to the property, resulting directly or indirectly from the acts of its employees, sub-contractors, or vendors.

C. It will be the option of Property Manager to stop work, should excessive damage to the property occur.

VI. Parking

A. Contractor can unload material and equipment at the west side of the building adjacent to the dumpster area. Contractors are permitted to park for 20 minutes for unloading purposes only. All other times they must park in the spaces provided near the unloading area.

VII. Trash

A. It is the responsibility of the contractor to provide refuse disposal container(s) at its own expense. The containers will be placed in a location designated by Property Manager and must meet Agent's standard regarding to safety and aesthetics. It will be the responsibility of the contractor to keep the area around the container(s) neat and orderly. It will be important to assure that a "trail" of debris is not left between the work area and the refuse container(s).

B. The work will be done in a neat and orderly manner. It will be the responsibility of the contractor to ensure that at all times public hallways, staircases, and freight elevators are kept clean, neat and in an acceptable manner for normal tenant use and to prevent fire hazards.

C. The contractor is required to frequently clean up and remove from the work area all refuse, rubbish, scrap materials and debris. Should Property Manager find it necessary to clean up after the contractor, whether it be in the work area or public areas of the property, all expenses related to the cleanup will be charged to the contractor.

D. The on-site building compactor and refuse containers are not to be utilized by a contractor without permission from the Agent. A fee will be assessed to the contractor for use of the containers, based on a proportion of the Property Manager's contract price.

VIII. Safety

A. Any and all safety equipment, such as barricades, rigging, fire extinguishers, first aid supplies, etc., will be provided by the contractor. It is the responsibility of the contractor to protect all individuals surrounding the work area. All liability shall be the responsibility of the contractor.

IX. Warranties/Guarantees

A. A warranty and/or guarantee on materials used and/or workmanship provided shall be submitted in writing to Property Manager. This includes manufacturers' warranties on material and equipment as well as any type of expressed or implied guaranty by contractor.

B. Manufacturers' warranties, which will be forwarded to Property Manager, shall include publications provided by manufacturer such as operation manuals, troubleshooting/maintenance guides and specifications/details.

X. Security

A. Locked storage of tools, material, or equipment shall be the contractor's responsibility.

XI. Intent and Interpretations

A. It is the intent of these Rules and Regulations to encompass all applicable labor, material, and equipment necessary to completely finish the work described by Property Manager in a workmanlike manner

B. Where the contractor wishes to make substitutions for items specifically called out on drawings, specifications, etc., contractor shall submit to Property Manager samples, technical data, performance data, etc., as required by Property Manager. Such material shall be submitted far enough in advance without causing a delay in the work. Any substitutions used without approval shall be subject to rejection and replacement at contractor's expense.

EXHIBIT H

LAKE POINTE III

COMMENCEMENT DATE CERTIFICATE

REAL PROPERTY: 8470 Allison Pointe Blvd., Indianapolis, Indiana 46250
PREMISES: Suite 250 _____
LANDLORD: G&I IX MJW Lake Pointe III & IV LLC
LEASE DATED: _____, 2022
TENANT: Comcast of Indianapolis, L.P.

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 Real Property demising approximately 11,995 rentable square feet of space (the "Premises").
2. Tenant has accepted possession of and is occupying the Premises pursuant to the Lease.
3. The Lease Commencement Date is _____, 20____. The Lease Term expires on _____, 20____, subject to one (1) available five (5) year extension option.
4. Tenant has commenced payment of Rent or will commence payment of Rent on _____, 20____.
5. 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 Real Property.

TENANT:

COMCAST OF INDIANAPOLIS, L.P.,
an Indianapolis limited partnership

By: ----- Example Only -----
Its:

EXHIBIT I
LAKE POINTE III
ESTOPPEL CERTIFICATE

_____, 20__

Ladies and Gentlemen:

Comcast of Indianapolis, L.P. ("**Tenant**") certifies to _____ ("**Lender**"), to Tenant's actual knowledge as of the date hereof and with Tenant agreeing to be bound hereby, as follows:

1. It is the tenant under that certain Office Lease dated _____, ____ (the "**Lease**") between G&I IX MJW LAKE POINTE III & IV LLC, a Delaware limited liability company, as landlord (together with its successors and assigns, "**Landlord**"), and Tenant, as tenant ("**Tenant**"), for _____ square feet (the "**Leased Premises**") at 8470 Allison Pointe Blvd., Indianapolis, Indiana (the "**Building**"). All capitalized terms not otherwise defined herein shall have the meanings provided in the Lease.

2. The Lease is in full force and effect. The Lease has not been amended, modified or supplemented except as follows:_____. There are no other agreements or understandings, whether written or oral, between Tenant and Landlord with respect to the Lease, the Leased Premises or the Building.

3. Tenant has accepted possession of and occupies the entire Leased Premises under the Lease. The term of the Lease commenced on _____, ____, and expires on _____, ____, subject to the _____ following _____ renewal options:_____.

4. The monthly fixed, minimum or basic rent under the Lease is \$_____ and has been paid through the month of _____. All additional rent, Tenant's proportionate share of real estate taxes, insurance and operating expenses and all other sums or charges due and payable under the Lease by Tenant have been paid in full and no such rents, additional rents, percentage rents or other sums or charges have been paid for more than one (1) month in advance of the due date thereof.

5. There is no security deposit under the Lease.

6. Both Tenant and Landlord have performed all of their respective obligations under the Lease and Tenant has no knowledge of any event which with the giving of notice, the passage of time or both would constitute a default by Landlord under the Lease.

7. Tenant has no claim against Landlord and no offset or defense to enforcement of any of the terms of the Lease.

8. All improvements required to be completed by Landlord have been completed and there are no contributions, credits or other sums due to Tenant from Landlord.

9. Tenant has not assigned the Lease and has not subleased the Leased Premises or any part thereof.

10. Tenant has no right or option pursuant to the Lease or otherwise to purchase all or any part of the Leased Premises or the Building. Tenant does not have any right or option for additional space in the Building.

11. No voluntary actions or involuntary actions are pending against Tenant under the bankruptcy laws of the United States or any state thereof.

12. Tenant has no right to terminate the Lease except, to the extent contained in the Lease, in connection with a casualty or condemnation and except, to the extent permitted by applicable law, in connection with an actual or constructive eviction of Tenant.

The undersigned officer is duly authorized to sign, acknowledge and deliver this letter on behalf of Tenant.

Tenant acknowledges that Lender will rely on this letter in making a loan or otherwise extending credit to Landlord. The information contained in this letter shall be for the benefit of Lender.

Very truly yours,

Comcast of Indianapolis, L.P.

By: Comcast of Indianapolis, LLC, its general partner

By: _____
Name:
Title:

EXHIBIT A

Copy of Lease and Amendments