
From: Inselberg, Robert <Rob.Inselberg@dinsmore.com>
Sent: Thursday, June 30, 2022 1:25 PM
To: Regina Hall <rhall@wilkow.com>
Cc: Gillihan, Kevin <Kevin.Gillihan@am.jll.com>; Zito, Abby <Abby.Zito@am.jll.com>; Greg Mast <gmast@wilkow.com>; Patrick Leary <pleary@draadvisors.com>; John Wiechart <jwiechart@wilkow.com>; Dean Sickles <DSickles@draadvisors.com> <DSickles@draadvisors.com>; Linda Campbell <lcampbell@wilkow.com>; Tamara Rogalla <trogalla@wilkow.com>; Chris Cafouras <jcafouras@wilkow.com>; Timothy Shields <tshields@wilkow.com>; Craig Benecke <cbenecke@wilkow.com>
Subject: RE: Request for Legal Approval for Landlord Signature - LPIV Suites 120, 130 & 140 Envigo 25,683 Sq ft 66 Months

yes, this is the correct version for Landlord signature.

Dinsmore
Robert Inselberg

Partner

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

From: Regina Hall <rhall@wilkow.com>
Sent: Thursday, June 30, 2022 10:03 AM
To: Inselberg, Robert <Rob.Inselberg@dinsmore.com>
Cc: Gillihan, Kevin <Kevin.Gillihan@am.jll.com>; Zito, Abby <Abby.Zito@am.jll.com>; Greg Mast <gmast@wilkow.com>; Patrick Leary <pleary@draadvisors.com>; John Wiechart <jwiechart@wilkow.com>; Dean Sickles <DSickles@draadvisors.com> <DSickles@draadvisors.com>; Linda Campbell <lcampbell@wilkow.com>; Tamara Rogalla <trogalla@wilkow.com>; Chris Cafouras <jcafouras@wilkow.com>; Timothy Shields <tshields@wilkow.com>; Craig Benecke <cbenecke@wilkow.com>
Subject: Request for Legal Approval for Landlord Signature - LPIV Suites 120, 130 & 140 Envigo 25,683 Sq ft 66 Months
Importance: High

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

Thank you, Gina

Regina Hall
General Manager
M&J WILKOW
10401 N. Meridian Street
Suite 124

RE: Inotiv / Envigo Indianapolis renewal amendment



Timothy Shields
To: Inselberg, Robert; Gillihan, Kevin; Brad Boyle; Chris Cafouras; Craig Benecke; Dean Sickles (DSickles@draadvisors.com); Greg Mast; John Wiechart; Linda Campbell; Regina Hall; Tamara Rogalla; Zito, Abby

Reply Reply All Forward ...
Mon 6/6/2022 12:21 PM

No comments from me.
Thanks

Tim Shields
Senior Vice President
M&J WILKOW
20 South Oak Street
Suite 1000
Chicago, IL 60603
Tel: 312.279.9889
Cell: 312.652.4723
Email: tim@wilkow.com
www.wilkow.com

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

Sent: Monday, June 6, 2022 8:04 AM

To: Gillihan, Kevin <Kevin.Gillihan@am.ill.com>; Brad Boyle <bboyle@draadvisors.com>; Chris Cafouras <cacouras@wilkow.com>; Craig Benecke <cbenecke@wilkow.com>; Dean Sickles <DSickles@draadvisors.com>; Greg Mast <gmast@wilkow.com>; John Wiechart <jwiechart@wilkow.com>; Linda Campbell <lcampbell@wilkow.com>; Regina Hall <rhall@wilkow.com>; Tamara Rogalla <trogalla@wilkow.com>; Timothy Shields <tschields@wilkow.com>; Zito, Abby <Abby.Zito@am.ill.com>

Subject: RE: Inotiv / Envigo Indianapolis renewal amendment

Please see redlined revisions attached.

Dinsmore
Robert Inselberg
Partner

File Message Help

Ignore Delete Archive Reply Reply All Forward Meeting

Link- Quick Steps

GC/Inotiv/Cou... To Manager

Team Email Done

Reply & Delete Create New

Move Send to Onfile

Rules Actions

Mark Categorize Follow Up

Tags Editing

Find Related Select

Read Aloud Immersive Reader Translate Zoom

Re: Envigo final terms



David Bengel <dbengel@draadvisors.com>
To: Gillihan, Kevin; Chris Cafouras; Greg Mast; John Wiechart; Regina Hall; Timothy Shields; Zito, Abby

Reply Reply All Forward ...
Fri 1/28/2022 9:52 AM

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Confirming approved by DRA.

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

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From: Gillihan, Kevin <Kevin.Gillihan@am.ill.com>

Sent: Thursday, January 27, 2022 6:11:19 PM

To: David Bengel <dbengel@draadvisors.com>; Chris Cafouras <cacouras@wilkow.com>; Greg Mast <gmast@wilkow.com>; John Wiechart <jwiechart@wilkow.com>; Regina Hall <rhall@wilkow.com>; Timothy Shields <tschields@wilkow.com>; Zito, Abby <Abby.Zito@am.ill.com>

Subject: RE: Envigo final terms

Updated attached!

Kevin Gillihan
Direct +1 317 810 7355
Mobile +1 317 677 2237
Kevin.Gillihan@am.ill.com

Re: Inotiv / Envigo Indianapolis renewal amendment



Dean Sickles <DSickles@draadvisors.com>

To: Gillihan, Kevin; Inselberg, Robert; Brad Boyle; Chris Cafouras; Craig Benecke; Greg Mast; John Wiechart; Linda Campbell; Regina Hall; Tamara Rogalla; Timothy Shields; Zito, Abby

Reply Reply All Forward ...

Mon 5/8/2022 2:04 PM

agreed. approved

DEAN SICKLES

Managing Director - Head of East Coast Operations

DRA ADVISORS

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

Phone 212.973.3846 | dsickles@draadvisors.com | www.draadvisors.com

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From: Gillihan, Kevin <Kevin.Gillihan@am.ill.com>

Sent: Monday, June 6, 2022 10:30 AM

To: Inselberg, Robert <Rob.Inselberg@dinmore.com>; Brad Boyle <bboyle@draadvisors.com>; Chris Cafouras <cafouras@wilkow.com>; Craig Benecke <cbenecke@wilkow.com>; Dean Sickles <DSickles@draadvisors.com>; Greg Mast <gmast@wilkow.com>; John Wiechart <jwiechart@wilkow.com>; Linda Campbell <lcampbell@wilkow.com>; Regina Hall <rhall@wilkow.com>; Tamara Rogalla <trougalla@wilkow.com>; Timothy Shields <tshields@wilkow.com>; Zito, Abby <Abby.Zito@am.ill.com>

Subject: RE: Inotiv / Envigo Indianapolis renewal amendment

Thanks Rob.

Tim and Dean, let me know if this is approved to send out. I think this should be presented as the final version and we need to get it signed.

Kevin Gillihan

Senior Vice President

T +1 317 810 7355

M +1 317 677 2237

kevin.gillihan@am.ill.com

<https://www.indyofficesettings.com/>

File Message Help

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Quick Steps

GC/Vendors/Co...

To Manager

Team Email

Done

Reply & Delete

Create New

Move

Send to OneNote

Actions

Mark Unread

Categories

Follow Up

Select

Find

Related

Read Aloud

Immersive Reader

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RE: Envigo final terms



Timothy Shields

To: Gillihan, Kevin; David Bengel; Chris Cafouras; Greg Mast; John Wiechart; Regina Hall; Zito, Abby

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Reply Reply All Forward ...

Fri 5/28/2022 11:11 AM

V&J Wilkow approves.

Thanks

Tim Shields

Senior Vice President

V&J WILKOW

30 South Clark Street

Chicago, IL 60601

tel: 312.276.3889

cell: 312.621.4725

tel: 312.621.7889

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LEASING COMMISSION CALCULATIONS

Lake Pointe
 Tenant Name: IV
 Type: Envigo RMS, LLC
 Outside Broker? Renewal
 Yes

Lease Commencement: 7/1/2022
 Lease Expiration: 12/31/2027

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

Premises 25,683 RSF
 120, 130 & 400 -
 Total 25,683

	Firm	% Commission	
Outside Broker	Graham Summers JLL	5.00%	
Inside Broker	Kevin & Abby JLL	1.60%	
Inside Renewal	M&J Wilkow	0.40%	
Total		7.00%	*Approved for 7% LC

Total Commission Calculation						Detailed Allocation of Commission					
Year	Rate	Rent Months	Rent	Total Commission Rate	Total Commission	Outside Broker Rate	Outside Broker Commission	Inside Broker Rate	Inside Broker Commission	Inside Renewal Rate	Inside Renewal Commission
1	\$0.00	6	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00
2	\$22.25	6	\$285,723.38	7.00%	\$20,000.64	5.00%	\$14,286.17	1.60%	\$4,571.56	0.40%	\$1,142.89
3	\$22.92	12	\$588,654.36	7.00%	\$41,205.81	5.00%	\$29,432.72	1.60%	\$9,418.47	0.40%	\$2,354.62
4	\$23.61	12	\$606,375.63	7.00%	\$42,446.29	5.00%	\$30,318.78	1.60%	\$9,702.01	0.40%	\$2,425.50
5	\$24.32	12	\$624,610.56	7.00%	\$43,722.74	5.00%	\$31,230.53	1.60%	\$9,993.77	0.40%	\$2,498.44
6	\$25.05	12	\$643,359.15	7.00%	\$45,035.14	5.00%	\$32,167.96	1.60%	\$10,293.75	0.40%	\$2,573.44
7	\$25.80	6	\$331,310.70	7.00%	\$23,191.75	5.00%	\$16,565.54	1.60%	\$5,300.97	0.40%	\$1,325.24
Total		66	\$3,080,033.78		\$215,602.36		\$154,001.69		\$49,280.53		\$12,320.13

Payment Schedule:	Outside Broker	Inside Broker	M&J	Total
Due upon execution:	\$154,001.69	\$49,280.53	\$12,320.13	\$215,602.35
Due Upon Commencement:	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$154,001.69	\$49,280.53	\$12,320.13	\$215,602.35

Approved by:

Kevin Gillette

Leasing Agent

Date: 6.29.2022

Regina Hall

General Manager

Date: 6.29.2022

Asset Manager

Date: _____

DRA ADVISORS ASSET MANAGEMENT LEASE DOCUMENTATION CHECKLIST

Property: Lake Pointe IV

Tenant: Envigo/Inotiv

Space: Suites 120, 130 & 400

Size / SF: 25,683

Deal Type: N, R, Expansion: Renewal

Deal Review and Approval: (Asset Manager) [Click or tap here to enter text.](#)

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

Envigo, PROPOSAL 66 month(s)



INOTINC-01

MADAMIC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2022

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

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

PRODUCER Louisville / AssuredPartners NL 2305 River Road Louisville, KY 40206	CONTACT NAME: Mitchell Adamic	
	PHONE (A/C, No, Ext): (812) 206-5561 1561	FAX (A/C, No):
	E-MAIL ADDRESS: mitchell.adamic@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Casualty Company	
	INSURER B: National Fire Insurance Co of Hartford	
INSURED Envigo RMS, Inc. 2701 Kent Avenue West Lafayette, IN 47906	NAIC # 20443	
	INSURER C: Continental Insurance Company	
	INSURER D: American Casualty Company of Reading	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

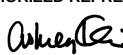
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	7018003122	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	BUA 5099049094	12/1/2021	12/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			CUE 5099049046	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC 7 18003136	12/1/2021	12/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Products/Prof Liab.			ADT 4032139670	12/1/2021	12/1/2022	Each Claim 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: 8520 Allison Pointe Blvd., Indianapolis, IN

Additional Insured(s): G&I IX MJW Lake Pointe III & IV, LLC (as owner), M & J Wilkow Properties, LLC Series JJJ (as management agent), DRA Advisors LLC, it's successors and assigns and Canadian Imperial Bank of Commerce, acting through its New York Branch, as administrative agent for the lenders, successors and/or assigns, as mortgagee with regard to general liability and auto liability for leased premises 8250 Allison Pointe Building 190 Indianapolis, IN as required by written contract. This insurance is primary and non-contributory. Waiver of Subrogation is granted in favor of the certificate holders as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

M & J Wilkow Properties, LLC Corporate Office 20 South Clark Street, Suite 3000 Chicago, IL 60603	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

LEASE ANALYSIS FORM																																																																																																									
Lease Information			Version: Final																																																																																																						
Center			Initial Analysis Date: 6.29.2022																																																																																																						
Building/Center #			Revised Date:																																																																																																						
Lake Pointe IV			PROPERTY DATA																																																																																																						
713			Property Rentable SF			81,524 Pei																																																																																																			
Tenant Name			Current Occupancy			88.82%																																																																																																			
Main Suite # / Additional Suite #s			Annual Operating Expense / SF			10.16																																																																																																			
Rentable Square Footage			Annual % Increase in OPEX*			No																																																																																																			
Firm Lease Term (# Months)			Is this a Net Lease?			No																																																																																																			
Free Rent (#Months)			* (0% if 100% pass-through)																																																																																																						
Deal Type (New, Renewal, Expansion)																																																																																																									
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Leasing Commissions Landlord Broker (1.60%) & M&J Wilkow (0.40%)			2.00%			\$61,600.66																																																																																																			
Tenant Improvements (\$ / SF)			\$32.00			\$821,856.00																																																																																																			
Tenant Improvement cost based on			Stated rate																																																																																																						
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PREPARED BY:																																																																																																									
Regina Hall 6.29.2022																																																																																																									
REVIEWED & APPROVED BY LEASING AGENT:																																																																																																									
Kevin Gillihan 6.29.2022																																																																																																									
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SECOND AMENDMENT OF LEASE

THIS SECOND AMENDMENT OF LEASE ("Amendment") is made to be effective as of the 30th day of June, 2022 by and between **G&I IX MJW LAKE POINTE III & IV LLC**, a Delaware limited liability company ("Landlord") and **ENVIGO RMS, LLC**, a Delaware limited liability company ("Tenant").

RECITALS:

A. Landlord, as successor-in-interest to Lake Pointe Tenant LLC, and Tenant are the current parties to that certain Office Lease for Lake Pointe Center IV dated April 6, 2017, as amended by that Amendment to Lease dated September 2, 2020 (as amended and assigned, the "Lease") demising to Tenant Suites 120, 130, and 400, currently deemed to contain approximately 25,683 square feet of rentable area, (the "Premises") in the office building located at Lake Pointe Center IV, 8520 Allison Pointe Blvd., Indianapolis, Indiana 46205 (the "Building");

B. The Term of the Lease is scheduled to expire on June 30, 2022;

C. Landlord and Tenant desire to modify the Lease to provide for an extension of the Term, and to modify certain other terms of the Lease as hereinafter set forth.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed that:

1. **Extension of Lease Term.** The Term is hereby extended for a period commencing on July 1, 2022 (the "Extension Term Commencement Date") and continuing for a period of sixty-six (66) months until the "Extension Term Expiration Date" of December 31, 2027 (the period between the Extension Term Commencement Date and the Extension Term Expiration Date, the "Extension Term"). Notwithstanding anything to the contrary, Tenant shall have no right or option to extend the term beyond the Extension Term.

2. **Rent Payment Modifications.**

A. The monthly installments of Basic Rent for the Extension Term shall be payable as follows:

<u>Period</u>	<u>Rate/rsf</u>	<u>Monthly Basic Rent</u>
7/1/2022 – 12/31/2022	\$0.00	\$0.00
1/1/2023 – 6/30/2023	\$22.25	\$47,620.56
7/1/2023 – 6/30/2024	\$22.92	\$49,054.53
7/1/2024 – 6/30/2025	\$23.61	\$50,531.30
7/1/2025 – 6/30/2026	\$24.32	\$52,050.88
7/1/2026 – 6/30/2027	\$25.05	\$53,613.26
7/1/2027 – 12/31/2027	\$25.80	\$55,218.45

B. From and after the Extension Term Commencement Date, (i) the Base Year (as defined in Section 1.13 of the Lease) shall be the calendar year 2022, (ii) in the definition of Project set forth in Section 1.3 of the Lease, "80,900" is hereby deleted and replaced with "81,524", (iii) the "Premises" shall be deemed to contain 25,683 square feet of rentable area, and (iii) Tenant's Proportionate Share (as defined in Section 1.16 of the Lease) of the Lease shall be 31.50%, all pursuant to a remeasurement of the Premises and Project by Landlord pursuant to current BOMA standards.

3. **Condition of Premises; Tenant Improvement Allowance.** Except as otherwise specifically set forth in the Lease, Tenant is currently in possession of the Premises in its current, "as-is" condition and "with all faults" without representation or warranty from Landlord of any kind (including, without limitation, any express or implied warranties of merchantability, fitness or habitability). Landlord shall provide up to \$821,856.00 [based upon \$32.00 per rentable square foot of the Premises] (the "Tenant Allowance") towards the reimbursement of the costs incurred with respect to completion of certain improvements to the Premises to be completed for the benefit of Tenant, subject to the terms of the Lease and Landlord's prior approval, which shall not be unreasonably withheld, conditioned or delayed (the "Second Amendment Tenant Work"). Landlord will charge a supervision fee equal to one percent (1%) of the Second Amendment Tenant Work, which such fee may be offset against Tenant Allowance payments made hereunder. In no event shall Landlord be obligated to make disbursements in a total amount which exceeds the Tenant Allowance. In the event the cost of the Second Amendment Tenant Work exceeds the Tenant Allowance, such excess shall be borne exclusively by Tenant. Landlord makes no representation or warranty whatsoever as to the total cost of the Second Amendment Tenant Work and Tenant acknowledges that the total cost of the Second Amendment Tenant Work may exceed the Tenant Allowance. Notwithstanding anything to the contrary, Tenant may, at its option, use up to \$462,294.00 of the Tenant Allowance [based upon \$18.00 per rentable square foot of the Premises] not used for the Second Amendment Tenant Work to pay for any and all expenses and fees incurred by Tenant in connection with (i) the design, planning, approval and construction of the Tenant Improvements, including but not limited to wiring, cabling, signage, furniture, fixtures and equipment, or (ii) other business related expenses. Any Tenant Allowance not utilized as provided herein within eighteen (18) months after the Extension Term Commencement Date shall be forfeited by Tenant. Landlord acknowledges and agrees that, with the exception of low voltage above ceiling wiring and Tenant's furniture, fixtures and equipment, Tenant shall not be required to remove any Second Amendment Tenant Work at the expiration or earlier termination of the Lease.

4. **Insurance.** Article XV of the Lease is hereby amended and restated as follows: "XV Insurance. Tenant shall obtain and keep in full force and effect at all times during the Lease Term the following insurance coverages relating to the Premises:

(a) Commercial General Liability. Insurance against loss or liability in connection with bodily injury, death, or property damage or destruction, occurring on or about the Premises under one or more policies of commercial general liability insurance. Each policy shall be written on an occurrence basis and each policy shall specifically include the Premises and all areas, including sidewalks and corridors, adjoining or appurtenant to the Premises. The insurance coverage shall be in an initial amount, with no deductible, of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence limit, Two Million and 00/100 Dollars (\$2,000,000.00) general aggregate limit per location, One Million and 00/100 Dollars (\$1,000,000.00) personal and advertising limit, Two Million and 00/100 Dollars (\$2,000,000.00) products/completed operations limit and One

Million and 00/100 Dollars (\$1,000,000.00) damage to premises rented to you, with an Excess Limits (Umbrella) Policy in the amount of at least Five Million and 00/100 Dollars (\$5,000,000.00) per occurrence and Five Million and 00/100 Dollars (\$5,000,000.00) aggregate. General liability endorsement, or equivalent, shall provide at least the following extensions or endorsements, if available: (1) personal injury coverage to include liability assumed under contract; (2) a cross liability or severability of interest extension or endorsement or equivalent so that if one insured files a claim against another insured under the policy, the policy affords coverage for the insured against whom the claim is made as if separate policies had been issued; 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.

(b) Automobile. Comprehensive automobile liability insurance, including owner (if applicable), hired/owned vehicles, on an occurrence basis in an initial amount of at least One Million and 00/100 Dollars (\$1,000,000.00) combined single limit.

(c) Property. Special coverage/all-risk property insurance, including fire and lightning, extended coverage, sprinkler damage, theft, vandalism and malicious mischief, or the ISO causes of loss-special form; and flood insurance (if required by Landlord, any lender of the Property, or any governmental authority) in an amount adequate to cover 100% of the replacement costs, without co-insurance, of Tenant's personal property and trade fixtures, as well as Tenant improvements and alterations, whether provided or performed by or through Landlord or Tenant.

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

(e) Business Interruption. Business income and extra expense insurance covering the risks to be insured by the special coverage/all risk property insurance described above, on an actual loss sustained basis for a period of at least twelve (12) months.

(f) Other Insurance. Such other insurance as may be carried on the Premises and Tenant's operation of the Premises as may be required by Landlord, if the Landlord and Tenant shall mutually and reasonably determine that other insurance is necessary for adequate protection, provided that such insurance (i) shall not require Tenant to provide more insurance than similar tenants customarily maintain in similar buildings in the market area, (ii) shall be commercially reasonable, and (iii) shall not occur more than once every three (3) years.

(g) Waivers of Recovery and Subrogation. Landlord and Tenant each expressly waive and release claims (and claim amount recovered) that they may have against the other or the other's employees, agents, or contractors for

damage to its properties and loss of business (specifically including loss of rent by Landlord and business interruption by Tenant) as a result of the acts or omissions of the other party or the other party's employees, agents, or contractors (specifically including the negligence of either party or its employees, agents, or contractors and the intentional misconduct of the employees, agents, or contractors of either party), which claims are covered by the workers' compensation, employer's liability, property, rental income, business income, or extra expense insurance described in this Lease (or which would have been covered had the insurance required to be maintained hereunder been in full force and effect), or other property insurance that either party may carry at the time of an occurrence (and claim amount recovered). Landlord and Tenant shall each, on or before the earlier of the 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.

Landlord shall not be responsible for, and Tenant releases and discharges Landlord and its agents (including its property management company) and employees from, and Tenant further waives any right of recovery from Landlord and its agents (including the property management company) and employees for, any loss for or from business interruption or loss of use of the Premises suffered by Tenant in connection with Tenant's use or occupancy of the Premises, excluding, however, such liability, claims, losses, damages, or expenses arising from Landlord, its agents and employees negligent act or omission.

Landlord shall at all times indemnify, defend, and hold Tenant harmless from all loss, liability, costs, damages, and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Premises or to the Premises resulting from any intentional or negligent act or omission of Landlord.

All insurance policies required of Tenant under this Lease shall be: (1) written with insurance companies having a policyholder rating of at least "A-" and a financial size category of at least "Class VIII" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies, and authorized to engage in the business of insurance in the State in which the Project is located; and (2) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance required of Tenant. The minimum limits of insurance specified in this Section shall in no way limit or diminish Tenant's liability under this Lease. LANDLORD, ITS MEMBERS, MANAGERS, PARENT, AFFILIATES, SUBSIDIARIES AND RESPECTIVE SUCCESSORS AND ASSIGNS, AND ITS PROPERTY MANAGER AND ANY OTHER PARTIES DESIGNATED BY LANDLORD FROM TIME TO TIME (COLLECTIVELY THE "ADDITIONAL INSURED") SHALL BE NAMED AS ADDITIONAL INSURED ON EACH OF SAID POLICIES (EXCLUDING THE WORKER'S COMPENSATION POLICY). EACH OF SAID POLICIES SHALL ALSO INCLUDE AN ENDORSEMENT PROVIDING THAT LANDLORD SHALL RECEIVE THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF ANY CANCELLATION, NONRENEWAL OR REDUCTION OF COVERAGE (EXCEPT THAT TEN (10) DAYS' NOTICE SHALL BE SUFFICIENT IN THE CASE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM). Regardless of carrier/agent

notification to Landlord, Tenant shall provide Landlord with at least ten (10) days prior notice of any policy cancellation or material reduction in coverage limits or coverage amounts, with respect to any policy required of Tenant under this Lease. The minimum limits of insurance specified in this Section shall in no way limit or diminish Tenant's liability under this Lease. Tenant shall furnish to Landlord, not less than fifteen (15) days before the date the insurance is first required to be carried by Tenant, and thereafter at least fifteen (15) days before the expiration of each policy, true and correct photocopies of all insurance policies required under this article, together with any amendments and endorsements to the policies, evidence of insurance (on ACORD 25, ACORD 28 or other form acceptable to Landlord), and such other evidence of coverages as Landlord may reasonably request, and evidence of payment of all premiums and other expenses owed in connection with the policies. Any minimum amount of coverage specified in this Section shall be subject to increase at any time after commencement of the third full year of the Lease Term following the Extension Term Commencement Date, if Landlord shall reasonably determine that an increase is necessary for adequate protection, provided that any such increase (i) shall not require Tenant to provide more insurance than similar tenants customarily maintain in similar buildings in the market area, (ii) shall be commercially reasonable, and (iii) shall not occur more than once every three (3) years. Within thirty (30) days after demand by Landlord that the minimum amount of any coverage be increased, Tenant shall furnish Landlord with evidence of the increased coverage. In the event of failure by Tenant, after reasonable time and effort to rectify by the 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 the same from the date any such cost or expense was paid by Landlord until reimbursed by Tenant, at the rate of interest provide to be paid on judgments, by the law of the jurisdiction to which the interpretation of this Lease is subject."

5. Notices.

A. Landlord's mailing address for notices and rent payment as set forth in Section 1.21 of the Lease is hereby deleted and replaced with the following in lieu thereof:

Landlord:

G&I IX MJW LAKE POINTE III & IV LLC
c/o M & J Wilkow Properties, LLC
20 South Clark Street, Suite 3000
Chicago, Illinois 60603
Attention: Marc R. Wilkow, President

With a copy to:

G&I IX MJW LAKE POINTE III & IV LLC
c/o DRA Advisors, LLC
575 Fifth Avenue, 38th Floor
New York, New York 10017
Attn: Lease Administrator

and to the Building Manager:

M&J Wilkow Properties, LLC
Attn: General Manager
10401 N. Meridian Street, Suite 124
Carmel, IN 46290

Rent payment address:

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

B. Tenant's mailing address for notices as set forth in Section 1.22 of the Lease is hereby deleted and replaced with the following in lieu thereof:

Tenant:

Envigo RMS, LLC
8520 Allison Pointe Blvd., Suite 400
Indianapolis, IN 46250
ATTN: NA Procurement

With a copy to:

Inotiv, Inc.
8520 Allison Pointe Blvd., Suite 400
Indianapolis, IN 46250
ATTN: Fernanda Beraldi/General Counsel

6. **Rules and Regulations.** The Rules and Regulations attached as Exhibit C to the Lease are hereby amended and restated in their entirety and replaced with **Exhibit A** attached to this Amendment in lieu thereof. Notwithstanding anything in the Lease or the Rules and Regulations to the contrary, Tenant shall be permitted to locate in the Premises, on a regular basis, up to five (5) people for each one thousand (1,000) rentable square feet of the Premises; provided, however, upon not less than ten (10) business days' prior written notice to Landlord not more frequently than once per calendar quarter, Tenant shall be permitted to occupy up to seven (7) people for each one thousand (1,000) rentable square feet of the Premises at no additional expense to Tenant.

7. **Brokers.** Tenant and Landlord each represent and warrant to the other that it has not dealt with any real estate broker or consultant in connection with this Amendment other than Kevin Gillihan of Jones Lang LaSalle Brokerage Inc. ("Landlord's Broker") and Graham Summers of Jones Lang LaSalle Brokerage Inc. ("Tenant's Broker"). Pursuant to a separate agreement, Landlord shall pay the commission or fee with respect to Landlord's Broker and Tenant's Broker in connection with this Amendment. Each party represents and warrants to the other party that, insofar as it knows, no broker or other person, other than Landlord's Broker and Tenant's Broker,

is entitled to any commission or fee in connection with the transactions contemplated by this Amendment. Each party shall indemnify and hold harmless the other party against any loss, liability, damage or claim incurred by reason of any commission or fee alleged to be payable to anyone, other than Landlord's Broker or Tenant's Broker, because of any act, omission or statement of the indemnifying party. Notwithstanding the foregoing sentence and for purposes of clarification, Landlord shall indemnify and hold harmless Tenant against any loss, liability, damage or claim incurred by reason of any commission or fee alleged to be owed to Landlord's Broker or Tenant's Broker. Such indemnity obligation shall be deemed to include payment of reasonable attorneys' fees and court costs incurred in defending any such claim and shall survive the cancellation, termination or expiration of the Term of the Lease.

8. Right of First Refusal. Landlord hereby grants to Tenant a right of first refusal ("Tenant's ROFR") to lease space on the 1st, 2nd and 3rd floors of the Building (the "ROFR Space"). Notwithstanding the foregoing or anything to the contrary contained herein, Tenant's ROFR shall be subject and subordinate to (i) 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 as of the date of this Amendment 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. Prior to entering into any lease for the ROFR Space or a portion thereof based on a lease proposal, letter of intent, term sheet, lease document or other writing delivered to Landlord or received from a third party potential tenant (the "Potential Tenant") in which Landlord intends to negotiate or lease such space (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, in no event shall the term for ROFR Space be less than five (5) years and further provided that if the Term for the Premises has less than five (5) years remaining at the time of the ROFR Space Commencement Date, the Term for the Premises shall be extended to be coterminous with the term for the ROFR Space. 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. Notwithstanding the foregoing, Tenant's right to exercise Tenant's ROFR is personal to Envigo RMS, LLC or a Related Entity, shall be conditioned upon Tenant having timely delivered Tenant's ROFR Election Notice to Landlord and upon the satisfaction of each of the following conditions, both on the date Tenant delivers Tenant's ROFR Election Notice and upon the ROFR Space Commencement Date: (i) this Lease shall be in full force and effect and Tenant's right to possession of the Premises shall not have been terminated; (ii) Tenant shall not be in default of any of its obligations under this Lease beyond applicable notice and cure periods; and (iii) Tenant shall then be in occupancy of at least 25,683 square feet in the Building. 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 Proportionate Share 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.

If Tenant fails to timely deliver Tenant's ROFR Election Notice to Landlord with respect to any particular ROFR Space within the aforesaid ten (10) business day period, Tenant shall be deemed to have elected not to exercise Tenant's ROFR with respect to such Landlord's ROFR Notice, and Landlord shall be free to lease such ROFR Space to any third party on terms and conditions which are substantially the same as those set forth in the Landlord's ROFR Notice. Notwithstanding the foregoing, if (i) Tenant was entitled to exercise its ROFR, but failed to provide Landlord Tenant's ROFR Election Notice within the aforesaid ten (10) business day period provided above (or if Tenant affirmatively elected not to exercise Tenant's ROFR with respect to a particular Landlord's ROFR Notice), and (ii) Landlord does not enter into a lease for the ROFR Space within a period of 6 months following Landlord's ROFR Notice, Tenant shall once again have a ROFR with respect to such ROFR Space. In addition, Tenant shall once again have the ROFR with respect to the ROFR Space if, within such 6-month period, Landlord proposes to lease the ROFR Space on terms that are substantially different than those set forth in Landlord's ROFR Notice. For purposes hereof, the terms offered to a Potential Tenant shall be deemed to be substantially the same as those set forth in Landlord's ROFR Notice as long as there is no more than a eight percent (8%) reduction in the "net economic benefit" when compared with the "net economic benefit" under the Landlord's ROFR Notice, considering all of the economic terms of the both deals, respectively, including, without limitation, the net rent, any tax or expense escalation or other financial escalation and any financial concessions or allowances.

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 the ROFR Space is not delivered within sixty (60) days after the Anticipated ROFR Space Commencement Date, then Tenant shall, as its sole and exclusive recourse against Landlord, have the right to rescind its exercise of the Tenant's ROFR (along with any amendment to the Lease memorializing the terms of such Tenant's ROFR exercise). 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.

9. Miscellaneous.

(a) Any capitalized term used and not otherwise defined herein shall have the same meaning ascribed to it in the Lease.

(b) This Amendment shall be governed by and construed in accordance with the internal laws of the State of Indiana. If any provision of this Amendment or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Amendment and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. The captions, headings, and titles contained in this Amendment are solely for convenience of reference and shall not affect its interpretation. This Amendment shall be construed without regard to any presumption or other rule requiring construction against the party causing this Amendment to be drafted. All prior representations, undertakings, and agreements by or between the parties with respect to the subject matter of this Amendment are merged into, and expressed in, this Amendment, and any and all prior representations, undertakings, and agreements by and between such parties with respect thereto hereby are cancelled.

(c) Except as required by applicable law, regulation or legal process, each of Landlord and Tenant shall undertake commercially reasonable efforts not to disclose, publish or disseminate any terms or provisions of this Amendment and shall keep same strictly confidential, provided that Tenant shall be permitted to disclose the terms of this Amendment to its attorneys, accountants, advisors, employees, and agents in connection with Tenant's business operations. In the event of a breach of this subparagraph, the non-breaching party shall have the right to seek actual monetary damages in addition to temporary or permanent injunctive or other equitable relief against such breach from any court of competent jurisdiction.

(d) Tenant hereby acknowledges that, to Tenant's actual knowledge, and without further inquiry: (i) no default has been committed by Landlord and no condition currently exists which with the passage of time could rise to a default, and (ii) Tenant has no existing claims against Landlord.

(e) Except as amended by the terms of this Amendment, all of the terms, covenants and conditions of the Lease, and the rights and obligations of the Landlord and Tenant thereunder shall remain in full force and effect and hereby are ratified and affirmed. In the event of any inconsistency between the terms of the Lease and this Amendment, the terms of this Amendment shall govern and control. This Amendment shall be binding upon and inure to the benefit of Landlord, Tenant and their respective successors and permitted assigns.

(f) This Amendment may be executed in counterparts by the Landlord and Tenant, each of which counterpart shall constitute an original and all of which, taken together, shall constitute one and the same instrument. This Amendment may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time. Each person executing this Amendment on behalf of a party represents and warrants that it has the full power, authority and legal right to execute and deliver this Amendment on behalf of such party and that this Amendment constitutes the legal, valid and binding obligations of such party, its representatives, successors and assigns, enforceable against such party or parties in accordance with its terms.

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

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

LANDLORD:

G&I IX MJW LAKE POINTE III & IV LLC

a Delaware limited liability company

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

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

By: Robert Hyman
Robert Hyman (Jul 30, 2022 17:22 EDT)

Name: Robert Hyman

Title: Vice President

TENANT:

ENVIGO RMS, LLC,

a Delaware limited liability company

By: DocuSigned by:
Beth Taylor
DC4784432CB248E...

Name: Beth Taylor

Title: V.P. and CFO

EXHIBIT A

Rules and Regulations

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, such consent not to be unreasonably withheld, conditioned or delayed. 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, such approval not to be unreasonably withheld, conditioned or delayed. All electrical fixtures hung in offices or spaces along the perimeter of the Premises must be of a quality type, design and bulb color reasonably approved by Landlord unless the prior consent of Landlord has been obtained for other lamping.

3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any Tenant on any part of the outside of the Premises or Building or on the inside of the Premises if the same can be seen from the outside of the Premises without the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. 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 reasonably acceptable to Landlord.

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

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

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

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

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

9. Landlord shall have the right to prohibit any advertising by any Tenant which, in Landlord's commercially reasonable opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising. In no event shall Tenant, without the prior, reasonable written consent of Landlord, use the name of the Building or use pictures or illustrations of the Building except in the regular course of Tenant's business (such as providing directions or including the Building's name on general correspondence and advertising material).

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

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

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

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

14. Tenant, or the employees, agents, servants, 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, reasonable written approval.

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

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

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

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

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

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

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

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

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

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

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

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