

Re: Lake Pointe IV
8520 Allison Pointe Blvd.
Indianapolis, Indiana

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Amendment") has been executed as of (but not necessarily on) the 5th day of November, 2013, by SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian corporation ("Landlord"), and HIGHPOINT GLOBAL, LLC, an Indiana limited liability company ("Tenant").

R E C I T A L S:

A. Landlord and Tenant have heretofore entered into that certain Office Lease (the "Lease") dated May 31, 2013, as amended by First Amendment to Lease, dated as of July 23, 2013, respecting approximately 18,568 rentable square feet in Suites 210 and 305 (the "Current Premises") of the above-referenced building, as more particularly described in the Lease (the "Building"). Unless otherwise defined herein, capitalized words and phrases shall have the same meanings as those set forth in the Lease.

B. Landlord and Tenant desire to execute this Amendment in order to evidence their agreement to (i) expand the Current Premises; and (ii) make certain other amendments to the Lease, all as more particularly set forth in this Amendment.

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

1. Second Expansion Premises.

(a) Second Expansion Premises Effective Date. As of the date of this Amendment (the "Second Expansion Premises Effective Date"), the Current Premises shall be expanded to include approximately 3,583 rentable square feet in Suite 120 of the Building as shown on Exhibit A of this Amendment and approximately 1,639 rentable square feet in Suite 102 of the Building as shown on Exhibit A-1 attached hereto (the "Second Expansion Premises"; and together with the Current Premises, the "Premises"). As a result, the Premises covered under the Lease will equal approximately 23,790 rentable square feet in the Building.

(b) Early Occupancy of the Second Expansion Premises. Landlord agrees to permit Tenant and its agents to enter and use the Second Expansion Premises upon the full execution and delivery of this Amendment, subject to all the terms and conditions of the Lease, but Tenant shall not be required to pay Base Rent or Additional Rent with respect to the Second Expansion Premises until the Commencement Date.

(c) Tenant's Percentage. As of the Second Expansion Premises Effective Date, Tenant's Percentage shall be amended to be 29.41% (i.e., 23,790 rentable square feet in the Premises divided by 80,900 rentable square feet in the Building).

(d) Parking. As of the Second Expansion Premises Effective Date, the reference to "68 unreserved surface spaces" in Part III (Additional Provisions) of the Lease is amended to be "88 unreserved surface spaces."

(e) AS IS for the Second Expansion Premises. As of the Second Expansion Premises Effective Date, the Improvement Allowance, The Lease, First Expansion Space and Second Expansion Space shall equal \$428,220.00 (i.e., \$18.00 per rentable square foot in the Premises). Except for the Improvement Allowance applicable to the Second Expansion Premises, Landlord is leasing the Second Expansion Premises to Tenant "as is" "where is" without any representation or warranty, either express or implied, and without any obligation to alter, remodel, improve, repair or decorate the Second Expansion Premises, or any part thereof. Tenant may utilize the Improvement Allowance with respect to the Second Expansion Premises (i.e., \$93,996.00, which corresponds to \$18.00 per rentable square foot in the Second Expansion Premises) following the Commencement Date; provided, however, any unspent portion of the Improvement Allowance for the Second Expansion Premises as of the 120th day following the Commencement Date of the Second Expansion Space shall be forfeited by Tenant and retained by Landlord without credit or reimbursement to Tenant.

(f) Letter of Credit. Simultaneously upon execution of the Amendment, Tenant shall be required to deliver to Landlord a Letter of Credit in the aggregate amount of U.S. \$125,000.00. As of the Second Expansion Premises Effective Date, the references to "\$29,224.60" in Section 11.18(h) of the Lease (as amended by the First Amendment) shall be amended to be "\$34,887.83".

(g) Base Rent. As of the Second Expansion Premises Effective Date, the Base Rent due and payable by Tenant to Landlord under the Lease shall be as follows:

<u>Period:</u>	<u>Annual Base Rent Per R.S.F.:</u>	<u>Monthly Base Rent:</u>
1 – 12	\$17.50	\$34,693.75
13 – 24	\$17.85	\$35,387.63
25 – 36	\$18.20	\$36,081.50
37 – 48	\$18.55	\$36,775.38
49 – 60	\$18.90	\$37,469.25

(i) Commencement Date. Section 2.2 of the Lease is amended as follows:

SW
11/14/2013
November 15
The parties confirm the Commencement Date for the entire Premises is September 1, 2013 and the expiration date of the Lease is August 31, 2018, subject to adjustment or earlier termination as set forth in the Lease.

(ii) Suite 110. In addition, Tenant shall continue to occupy Suite 110 from the period of November 1, 2013 through November 30, 2013 and pay to Landlord rent equal to \$7,714.58 for the month of November. Tenant may occupy Suite 110 through December 15, 2013 and any such additional days through December 15, 2013 shall be billed on a day per day pro-rata basis.

2. Miscellaneous.

(a) Brokers. Landlord and Tenant represent to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Amendment except Hokanson Companies, Inc. and Cresa Indianapolis (collectively, "Broker"). Landlord will be responsible to pay the commission, if any, owed to Broker pursuant to the terms of a separate written agreement. Landlord and Tenant hereby indemnify each other from any claims, losses, damages (including attorneys' fees) resulting from a breach of the above representation.

(b) Ratification. The Lease, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect in accordance with its terms.

(c) No Default. Each party represents to the other that such party is currently unaware of any default by the other party under the Lease.

(d) Authority. Each party represents to the other that such party has full power and authority to execute and deliver this Amendment and this Amendment represents a valid and binding obligation of such party enforceable in accordance with its terms.

(e) Intentionally Deleted.

(f) No Offer. The submission of this Amendment to Tenant shall not be construed as an offer, nor shall Tenant have any rights under this Amendment unless Landlord executes a copy of this Amendment and delivers it to Tenant.

(g) Counterparts; Electronic Signatures. This Amendment may be executed in multiple counterparts each of which is deemed an original but together constitute one and the same instrument. Notwithstanding any law or presumption to the contrary, this Amendment may be executed electronically or by facsimile or "pdf" and each party has the right to rely upon an electronic, facsimile or "pdf" counterpart of this Amendment signed by the other party to the same extent as if such party had received an original counterpart, and such counterpart of this Amendment shall be deemed valid and binding and admissible by either party against the other as if same were an original ink signature.

(h) Governing Document. In the event the terms of the Lease conflict or are inconsistent with those of this Amendment, the terms of this Amendment shall govern.

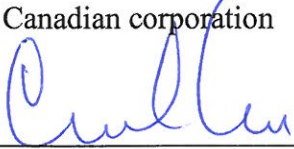
(i) Further Amendments. The Lease shall be and hereby is further amended wherever necessary, even though not specifically referred to herein, in order to give effect to the terms of this Amendment.

[SIGNATURES ON FOLLOWING PAGES]

This Amendment has been executed as of (but not necessarily on) the date and year first above written.

LANDLORD:

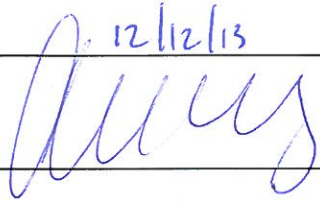
SUN LIFE ASSURANCE COMPANY OF
CANADA, a Canadian corporation

By: 

Name: Charles S. Andes
Authorized Signer

Title: _____

Date: 12/12/13

By: 

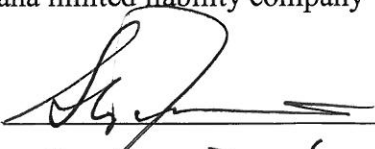
Name: Alena R. Tverskoy
Authorized Signer

Title: _____

Date: 12/12/13

TENANT:

HIGHPOINT GLOBAL, LLC,
an Indiana limited liability company

By: 

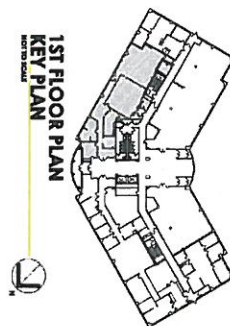
Name: STEPHEN J. NIEMEIER

Title: CEO

Date: Nov - 11, 2013

EXHIBIT A

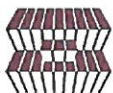
SECOND EXPANSION PREMISES



OWNED BY:



MANAGED & LEASED BY:

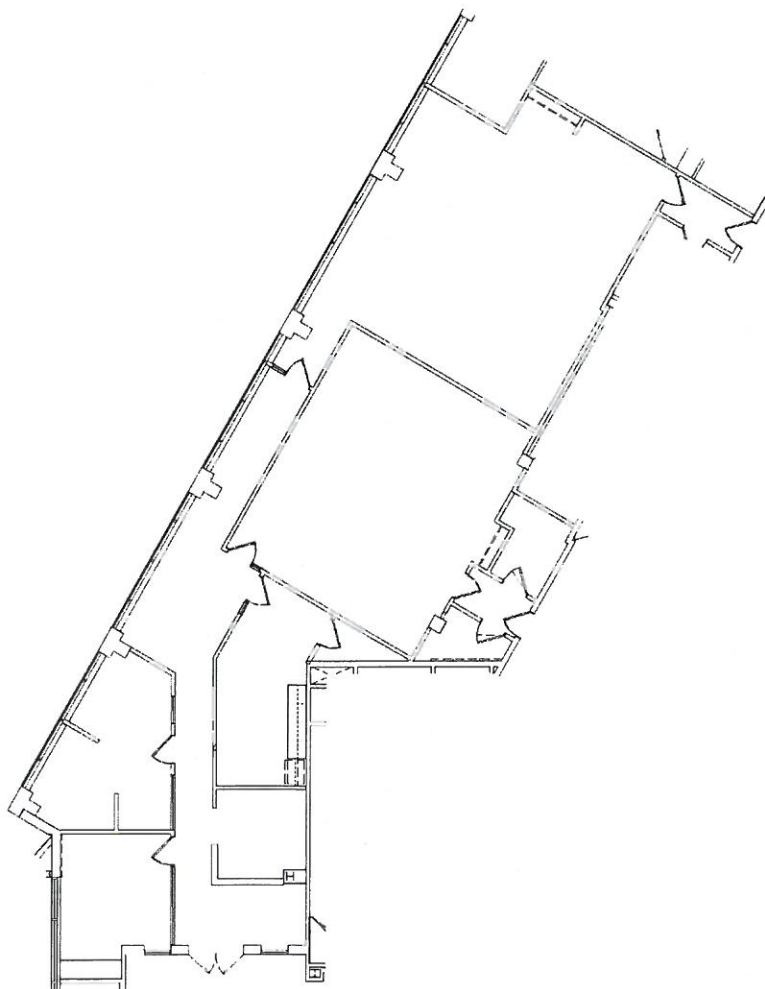


HOKANSON
COMPANIES INC.
INDUSTRIAL & COMMERCIAL REAL ESTATE

LEASING CONTACT:

STEPHEN ADAMS
317-633-8063

schott
design
www.schottdesign.com
SCALE: NOT TO SCALE
PROJECT: 2011.612



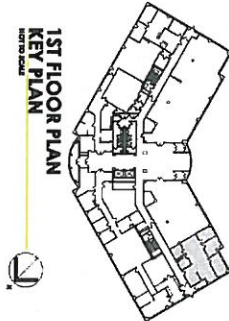
SUITE 120

LAKE POINTE CENTER IV, FIRST FLOOR
8250 ALLISON POINTE BLVD., INDIANAPOLIS, INDIANA

3,583 RENTABLE SQ. FT.
DATE: 07.01.11

EXHIBIT A-1

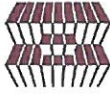
SECOND EXPANSION PREMISES



OWNED BY:



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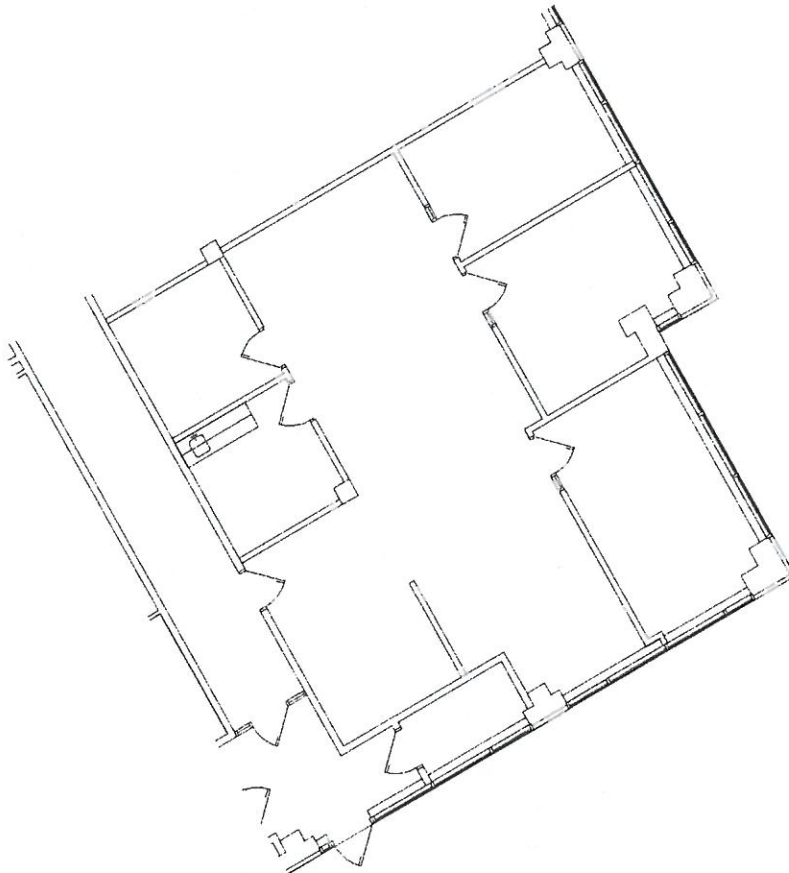


MANAGEMENT & LEASING
1000 N. ALBANY ST., SUITE 100
INDIANAPOLIS, IN 46202

LEASING CONTACT:

STEPHEN ADAMS
317-433-8063

schott
design
www.schottdesign.com
SCALE: NOT TO SCALE
PROJECT: 2011.612



SUITE 102

LAKE POINTE CENTER IV, FIRST FLOOR
8250 ALLISON POINTE BLVD. INDIANAPOLIS, INDIANA

1,639 RENTABLE SQ. FT.
DATE: 07.01.11

