

OFFICE LEASE

BETWEEN

LAKE POINTE TENANT LLC

as Landlord

AND

ENVIGO RMS, INC.

as Tenant

Dated: April 6, 2017

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LIST OF EXHIBITS

Exhibit A-1	Plan Showing Premises
Exhibit A-2	Legal Description of Land
Exhibit B	Description of Tenant Work
Exhibit C	Rules and Regulations
Exhibit D	Secretary's Certificate
Exhibit E	Confirmation of Commencement Date
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OFFICE LEASE

THIS OFFICE LEASE ("Lease") is made as of the 6th day of April, 2017 ("Date of Lease"), by and between LAKE POINTE TENANT LLC, a Delaware limited liability company, as successor-in-interest to Lake Pointe Fee Owner LLC, an Indiana limited liability company, under that certain Master Lease Agreement dated August 18, 2014 ("Landlord"), and ENVIGO RMS, INC., an Indiana corporation ("Tenant").

I. BASIC LEASE PROVISIONS AND DEFINITIONS

1.1 Premises. 25,683 Rentable Square Feet comprised of Suite 400 containing 21,479 Rentable Square Feet, Suite 120 containing 167 Rentable Square Feet and Suite 130 containing 4,037 Rentable Square Feet located on the first and fourth floor(s) of the Building as depicted on Exhibit A-1 attached hereto and made a part hereof.

1.2 Building. The building located at 8520 Allison Pointe Blvd., Indianapolis, Indiana 46205.

1.3 Project. The development known as Lake Pointe Center IV consisting of the real property and all improvements built thereon, including, without limitation, the Land, Building, Common Area, and Parking Facilities, containing approximately 80,900 Rentable Square Feet.

1.4 Land. The parcel of land on which the Project is located, as more particularly described on Exhibit A-2 attached hereto and made a part hereof, and all rights, easements and appurtenances thereunto belonging or pertaining.

1.5 Common Area. All areas from time to time designated by Landlord for the general and nonexclusive common use or benefit of Tenant, other tenants of the Project, and Landlord, including, without limitation, roadways, entrances and exits, loading areas, landscaped areas, open areas, park areas, service drives, walkways, atriums, courtyards, concourses, ramps, hallways, stairs, washrooms, lobbies, elevators, common trash areas, vending or mail areas, common pipes, conduits, wires and appurtenant equipment within the Building, maintenance and utility rooms and closets, exterior lighting, exterior utility lines, Amenities (as defined in Section 16.6) and Parking Facilities.

1.6 Parking Facilities. All parking areas now or hereafter designated by Landlord for use by tenants of the Project and/or their guests and invitees, including, without limitation, surface parking, parking decks, parking structures and parking areas under or within the Project whether reserved, exclusive, non-exclusive or otherwise.

1.7 Rentable Square Feet (Foot) or Rentable Area. The rentable area within the Premises, Building or Project are deemed to be the amounts set forth in this Article I. Landlord and Tenant stipulate and agree that the Rentable Square Footage of the Premises, Building and Project are correct and shall not be remeasured.

1.8 Permitted Use. Tenant may use the Premises subject to and in accordance with the terms, covenants and conditions set forth in this Lease, and applicable governmental regulations, restrictions and permitting (without the necessity of obtaining any zoning changes, conditional use permits or other special permits), solely for general business office purposes and uses incidental thereto.

1.9 Commencement Date. April 16, 2017.

1.10 Expiration Date. June 30, 2022.

1.11 Term. 62 months and 15 days, beginning on the Commencement Date and expiring on the Expiration Date.

1.12 Basic Rent. The amount set forth in the following schedule, subject to adjustment as specified in Article IV.

<u>Period</u>	<u>Monthly Basic Rent</u>	<u>Period Basic Rent</u>
04/16/2017 - 04/30/2017	\$19,797.32*	\$19,797.32*
05/01/2017 - 06/30/2017	\$43,875.13**	\$87,750.26**
07/01/2017 - 06/30/2018	\$43,875.13	\$526,501.56
07/01/2018 - 06/30/2019	\$44,731.23	\$536,774.76
07/01/2019 - 06/30/2020	\$45,587.33	\$547,047.96
07/01/2020 - 06/30/2021	\$46,443.43	\$557,321.16
07/01/2021 - 06/30/2022	\$47,299.53	\$567,594.36

*This period is 15 days, so the actual Basic Rent amount due for this period is half of the monthly Basic Rent for the month of April 2017.

**Provided that no Event of Default (as defined in Section 20.1 of the Lease) occurs under this Lease, 100% of the Basic Rent shall be abated for the period commencing May 1, 2017 and ending June 30, 2017. All of the remaining terms and conditions of the Lease shall remain in full force and effect during the foregoing Basic Rent abatement period. If any Event of Default occurs under this Lease during Tenant's occupancy, the Basic Rent abatement provided for herein shall immediately terminate, and all Basic Rent which has then previously been abated shall immediately become due and payable.

1.13 Base Year. A period of 12 months comprising calendar year 2017.

1.14 Lease Year. Each consecutive 12 month period elapsing after: (i) the Commencement Date if the Commencement Date occurs on the first day of a month; or (ii) the first day of the month following the Commencement Date if the Commencement Date does not occur on the first day of a month. Notwithstanding the foregoing, the first Lease Year shall include the additional days, if any, between the Commencement Date and the first day of the month following the Commencement Date, in the event the Commencement Date does not occur on the first day of a month.

1.15 Calendar Year. For the purpose of this Lease, Calendar Year shall be a period of 12 months commencing on each January 1 during the Term, except that the first Calendar Year shall be that period from and including the Commencement Date through December 31 of that same year, and the last Calendar Year shall be that period from and including the last January 1 of the Term through the earlier of the Expiration Date or date of Lease termination.

1.16 Tenant's Proportionate Share. Tenant's Proportionate Share of the Project is 31.75% (determined by dividing the Rentable Square Feet of the Premises by the Rentable Square Feet of the Project and multiplying the resulting quotient by 100 and rounding to the second decimal place).

1.17 Intentionally Deleted.

1.18 Security Deposit. \$250,000.00, subject to adjustment under Article V.

1.19 Brokers:

Landlord's:

Tenant's:

Jones Lange LaSalle Brokerage, Inc.
8900 Keystone Crossing, Suite 1150
Indianapolis, Indiana 46240

Cushman & Wakefield
One American Square, Suite 1300
Indianapolis, Indiana 46282

1.20 Guarantor(s). N/A.

1.21 Landlord's Notice
Address.

c/o USAA Real Estate Company
9830 Colonnade Boulevard, Suite 600
San Antonio, Texas 78230-2239
Attention: Head of Office Asset Management
Attention: General Counsel

With copies at
the same time to.

Jones Lang LaSalle Americas, Inc.
8900 Keystone Crossing, Suite 1150
Indianapolis, Indiana 46240
Attention: Property Manager –
Lake Pointe Center III and IV

1.22 Tenant's
Notice Address.

Envigo RMS, Inc.
8520 Allison Pointe Blvd., Suite 400
Indianapolis, Indiana 46205
Attention: NA Manager Procurement

With copies at
the same time to.

Envigo RMS, Inc.
8520 Allison Pointe Blvd., Suite 400
Indianapolis, Indiana 46205
Attention: Legal Department

and to:

Envigo Holdings, Inc.
401 Hackensack Avenue
Hackensack, NJ 07601
Attention: General Counsel

1.23 Interest Rate. The per annum interest rate listed as the U.S. "prime" rate as published from time to time under "Money Rates" in the Wall Street Journal plus 5% but in no event greater than the maximum rate permitted by law. In the event the Wall Street Journal ceases to publish such rates, Landlord shall choose, at Landlord's reasonable discretion, a similarly published rate.

1.24 Agents. Officers, partners, members, owners, directors, employees, agents, licensees, contractors, customers and invitees; to the extent customers and invitees are under the principal's control or direction.

II. PREMISES

2.1 Lease of Premises. In consideration of the agreements contained herein, Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, for the Term and upon the terms and conditions set forth in this Lease. As an appurtenance to the Premises, Tenant shall have the general and nonexclusive right, together with Landlord and the other tenants of the Project, to use the Common Area subject to the terms and conditions of this Lease; provided, however, except to the extent Landlord's prior written approval is obtained, Landlord excepts and reserves exclusively to itself the use of (i) roofs; (ii) maintenance and utility equipment rooms and closets, and (iii) conduits, wires and appurtenant equipment within the Building and equipment rooms and closets, and exterior utility lines.

2.2 Landlord's Reservations. Provided Tenant's use of and access to the Premises and Tenant's material rights and obligations under this Lease are not materially adversely affected, Landlord reserves the right from time to time to: (i) install, use, maintain, repair, replace and relocate pipes, ducts, conduits, wires and appurtenant meters and equipment above the ceiling surfaces, below the floor surfaces, within the walls and in the central core areas of the Building; (ii) make changes to the design and layout of the Project, including, without limitation, changes to buildings, driveways, entrances, loading and unloading areas, direction of traffic, landscaped areas and walkways, parking spaces and parking areas; and (iii) use or close temporarily the Common Areas, and/or other portions of the Project while engaged in making improvements, repairs or alterations to the Building, the Project or any portion thereof. In addition, Landlord expressly reserves the right to change the name of the Building or the Project.

III. TERM

3.1 Commencement Date. Subject to the earlier termination or extension as otherwise provided in this Lease, the Term shall commence on the Commencement Date and expire at midnight on the Expiration Date. Promptly following the request of either party, Landlord and Tenant shall enter into an agreement confirming the Commencement Date and the Expiration Date, and certain other information, in the form of the Confirmation of Commencement Date attached hereto as **Exhibit E**.

3.2 2006 Lease. As of the Date of Lease, Tenant leases the Premises from Landlord pursuant to that certain Lease Agreement, dated June 30, 2006, as amended by First Amendment to Lease dated June 1, 2008, as amended by Second Amendment to Lease dated November 1, 2008 (collectively, the "2006 Lease"). Tenant's possession of the Premises before the Commencement Date shall remain subject to the terms and conditions of the 2006 Lease. Effective as of the Commencement Date, the 2006 Lease shall terminate and be of no further force and effect, except (a) for those liabilities or obligations which, pursuant to the 2006 Lease, expressly survive the expiration or termination of the 2006 Lease, including, without limitation, as provided in Paragraphs 13, 25.F, and 27, and (b) for the indemnities, waivers, covenants and obligations that have accrued up to the Commencement Date. Tenant's possession of the Premises from and after the Commencement Date shall be subject to the terms and conditions of this Lease.

IV. RENT

4.1 Basic Rent. Tenant shall pay to Landlord the Basic Rent as specified in **Section 1.12**. Basic Rent shall be payable in monthly installments as specified in **Section 1.12**, in advance, without demand, notice, deduction, offset or counterclaim, on or before the first day of each and every calendar month during the Term. Any payment made by Tenant to Landlord on account of Basic Rent may be credited by Landlord to the payment of any late charges then due and payable and to any Basic Rent or Additional Rent (as defined in **Section 4.2**) then past due before being credited to Basic Rent currently

due. Tenant shall pay Basic Rent and all Additional Rent electronically via automatic debit, ACH credit or wire transfer to such account as Landlord designates in writing to Tenant. Landlord may, in its sole discretion, designate an address for payment in lawful U.S. Dollars. If the Term commences on a day other than the first day of a calendar month or terminates on a day other than the last day of a calendar month, the monthly Basic Rent and Additional Rent shall be prorated based upon the number of days in such calendar month. Tenant's covenant to pay Rent and the obligation of Tenant to perform Tenant's other covenants and duties hereunder constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is expressly provided for in this Lease and not otherwise.

4.2 Additional Rent; Rent. All sums payable by Tenant under this Lease, other than Basic Rent, shall be deemed "Additional Rent," and, unless otherwise set forth herein, shall be payable in the same manner as set forth above for Basic Rent. Basic Rent and Additional Rent shall jointly be referred to as "Rent".

4.3 Operating Expense Rental and Real Estate Tax Rental. Commencing upon expiration of the Base Year, Tenant shall pay to Landlord throughout the remainder of the Term, as Additional Rent, (i) Tenant's Proportionate Share of the amount by which Operating Expenses (as defined in Section 6.1) during each Calendar Year exceed Operating Expenses for the Base Year ("Operating Expense Rental"), as adjusted pursuant to Section 6.1; and (ii) Tenant's Proportionate Share of the amount by which Real Estate Taxes (as defined in Article VII) during each Calendar Year exceed Real Estate Taxes for the Base Year ("Real Estate Tax Rental"). In the event the Expiration Date is other than the last day of a Calendar Year, Operating Expense Rental and Real Estate Tax Rental for the Base Year and applicable Calendar Year shall be appropriately prorated. If Operating Expenses or Real Estate Taxes in any Calendar Year decrease below the amount of Operating Expenses or Real Estate Taxes for the Base Year, Tenant's Operating Expense Rental or Real Estate Tax Rental, as the case may be, for that Calendar Year shall be \$0.00. Commencing with the Calendar Year following the expiration of the Base Year, Landlord shall submit to Tenant at the beginning of each Calendar Year, or as soon thereafter as reasonably possible, a statement of Landlord's estimate of Operating Expense Rental and Real Estate Tax Rental due from Tenant during such Calendar Year. Commencing upon expiration of the Base Year and in addition to Basic Rent, Tenant shall pay to Landlord on or before the first day of each month during such Calendar Year an amount equal to 1/12th of Landlord's estimated Operating Expense Rental and estimated Real Estate Tax Rental as set forth in Landlord's statement. If Landlord fails to give Tenant notice of its estimated payments due for any Calendar Year, then Tenant shall continue making monthly estimated Operating Expense Rental and Real Estate Tax Rental payments in accordance with the estimate for the previous Calendar Year until a new estimate is provided. If Landlord determines that, because of unexpected increases in Operating Expenses or Real Estate Taxes, Landlord's estimate of the Operating Expense Rental or Real Estate Tax Rental was too low, then Landlord may provide Tenant with a new statement of the estimated Operating Expense Rental and estimated Real Estate Tax Rental due from Tenant for the balance of such Calendar Year and bill Tenant for any deficiency. Tenant shall thereafter pay monthly estimated payments based on such new statement.

Within 90 days after the expiration of each Calendar Year following expiration of the Base Year, or as soon thereafter as is practicable, Landlord shall submit a statement to Tenant showing the actual Operating Expenses Rental and the actual Real Estate Tax Rental due from Tenant for such Calendar Year. If for any Calendar Year, Tenant's estimated Operating Expense Rental payments exceed the actual Operating Expense Rental due from Tenant, then Landlord shall give Tenant a credit in the amount of the overpayment toward Tenant's next monthly payment of estimated Operating Expense Rental, or, in the event this Lease has expired or terminated and no Event of Default (as defined in Section 20.1) exists, Landlord shall pay Tenant the total amount of such excess upon delivery of the reconciliation to Tenant. If for any Calendar Year, Tenant's estimated Operating Expense Rental payments are less than the actual

Operating Expense Rental due from Tenant, then Tenant shall pay the total amount of such deficiency to Landlord within 30 days after receipt of the reconciliation from Landlord. If for any Calendar Year, Tenant's estimated Real Estate Tax Rental payments exceed the actual Real Estate Tax Rental due from Tenant, then Landlord shall give Tenant a credit in the amount of the overpayment toward Tenant's next Rent payments or other amounts that become due, or, in the event this Lease has expired or terminated, Landlord shall pay Tenant the total amount of such excess less any Rent payments or other amounts owed by Tenant upon delivery of the reconciliation to Tenant. If for any Calendar Year, Tenant's estimated Real Estate Tax Rental payments are less than the actual Real Estate Tax Rental due from Tenant, then Tenant shall pay the total amount of such deficiency to Landlord within 30 days after receipt of the reconciliation from Landlord. Landlord's and Tenant's obligations with respect to any overpayment or underpayment of Operating Expense Rental and Real Estate Tax Rental shall survive the expiration or termination of this Lease.

4.4 Sales or Excise Taxes. Tenant shall pay to Landlord, as Additional Rent, concurrently with payment of Basic Rent all taxes, including, but not limited to any and all sales, rent or excise taxes (but specifically excluding income taxes calculated upon the net income of Landlord) on Basic Rent, Additional Rent or other amounts otherwise benefiting Landlord, as levied or assessed by any governmental or political body or subdivision thereof against Landlord on account of such Basic Rent, Additional Rent or other amounts otherwise benefiting Landlord, or any portion thereof.

V. SECURITY DEPOSIT

5.1 General. Simultaneously with the execution of this Lease, Tenant shall deposit the Security Deposit with Landlord to be held by Landlord until disbursement in accordance with the terms of this Lease. The Security Deposit shall not bear interest to Tenant and shall be security for Tenant's obligations under this Lease. Landlord shall be entitled to commingle the Security Deposit with Landlord's other funds. The Security Deposit is not an advance payment of Rent or a measure of Tenant's liability for damages. Within 60 days after the Expiration Date or earlier termination of this Lease, or such lesser period as may be required by law, provided that Tenant has notified Landlord of the address to which the Security Deposit should be returned, Landlord shall (provided an Event of Default does not then exist) return the Security Deposit to Tenant, less such portion thereof as Landlord shall have applied in accordance with this Article V. If an Event of Default shall occur or if Tenant fails to maintain the Premises in the condition required by this Lease, Landlord shall have the right, without prejudice to any other remedy which Landlord may have on account thereof, to apply all or any portion of the Security Deposit to cure such default or to remedy the condition of the Premises. If Landlord so applies the Security Deposit or any portion thereof before the Expiration Date or earlier termination of this Lease, Tenant shall deposit with Landlord, upon demand, the amount necessary to restore the Security Deposit to its original amount. If Landlord shall sell or transfer its interest in the Building, Landlord shall have the right to transfer the Security Deposit to such purchaser or transferee, in which event Tenant shall look solely to the new landlord for the return of the Security Deposit, and Landlord thereupon shall be released from all liability to Tenant for the return of the Security Deposit.

5.2 Letter of Credit. At Tenant's option, Tenant may elect to post the Security Deposit with Landlord in the form of a letter of credit (the "Letter of Credit"). If Landlord draws on the Letter of Credit or Tenant subsequently replaces the Letter of Credit with a Security Deposit in the form of cash, then the Security Deposit shall be held by Landlord until disbursement in accordance with the terms of Section 5.1. The Letter of Credit shall be (i) irrevocable; (ii) issued by a financial institution approved by Landlord in Landlord's sole discretion; (iii) in a form permitting partial and multiple drawings; (v) for multiple terms of one (1) year each in duration, renewed at least sixty (60) days prior to the expiration thereof, the entire term extending until the date which is ninety (90) days after the expiration of the Term, as such Term may be extended pursuant to the provisions of the Lease; and (vi) be in the form attached

hereto as Exhibit F or otherwise in form and substance acceptable to the Landlord, in its reasonable discretion. If a partial drawing occurs under the Letter of Credit, the Tenant shall, upon demand but not more than five (5) days after such partial drawing, cause the financial institution to reissue the Letter of Credit in the amount then currently required under the terms of the Lease. In addition, within five (5) days after the bank that issued the Letter of Credit then held by Landlord enters into any form of regulatory or governmental receivership or other similar regulatory or governmental proceeding, including any receivership instituted or commenced by the Federal Deposit Insurance Corporation ("FDIC"), or is otherwise declared insolvent or downgraded by the FDIC, Tenant shall deliver to Landlord a replacement letter of credit in the same form and amount of the initial letter of credit and from a banking institution acceptable to Landlord in its sole and absolute discretion. Notwithstanding the foregoing, the Landlord shall be entitled to draw down the entire amount of the Letter of Credit, without any notice, at any time on or after the earlier of (i) the occurrence of an Event of Default by Tenant under this Lease; or (ii) the thirtieth (30th) day preceding the expiration date of the Letter of Credit in the event Tenant is required to and fails to replace the Letter of Credit.

5.3 Decline of Security Deposit. Provided no monetary Event of Default exists under this Lease or would exist but for the pendency of any cure periods provided for in Section 20.1 herein, the Security Deposit shall be reduced upon Tenant's request on the dates set forth as follows (each a "Reduction Date"): (i) after December 31, 2017, to \$150,000.00; (ii) after June 30, 2018, to \$100,000.00; and (iii) after December 31, 2018, to \$50,000.00; provided, however, Landlord reserves the right to require Tenant to deposit with Landlord an additional security deposit in connection with any renewal term. Notwithstanding the foregoing, if (i) a material adverse change in Tenant's financial condition has occurred; or (ii) an uncured monetary Event of Default exists on a Reduction Date, or would exist but for the pendency of any cure periods provided in Section 20.1 herein, Tenant shall waive any right to a reduced Security Deposit and shall deposit any additional sums necessary to replenish the Security Deposit to the full amount then required. Notwithstanding the foregoing sentence, if Tenant cures the monetary Event of Default within 30 days after the applicable Reduction Date (and replenishes the Security Deposit as required in this Article V), then so long as another monetary Event of Default does not occur within six (6) months after the applicable Reduction Date, Tenant shall again be entitled to a reduction of the Security Deposit, subject to the terms of this Section 5.3, except that the applicable Reduction Date shall be delayed six (6) months and any subsequent Reduction Dates remaining shall be delayed six (6) months, respectively.

VI. OPERATING EXPENSES

6.1 Operating Expenses Defined. As used herein, the term "Operating Expenses" shall mean all expenses, costs and disbursements of every kind and nature, except as specifically excluded otherwise herein, which Landlord incurs because of or in connection with the ownership, maintenance, management and operation of the Project, and, (i) if the Project is less than 95% occupied, all additional costs and expenses of ownership, operation, management and maintenance of the Project which Landlord determines that it would have paid or incurred during any Calendar Year, including the Base Year, as if the Project had been 95% occupied; and (ii) if the Project is equal to or greater than 95% occupied, all costs and expenses of ownership, operation, management and maintenance of the Project which Landlord determines that it would have paid or incurred during any Calendar Year, including the Base Year, as if the Project had been 100% occupied. Operating Expenses may include, without limitation, all costs, expenses and disbursements incurred or made in connection with the following:

(i) Wages and salaries of all employees, whether employed by Landlord or the Project's management company, to the extent engaged in the operation and maintenance of the Project, and all costs related to or associated with such employees or the carrying out of their duties, including uniforms and their cleaning, taxes, auto allowances, training and insurance and benefits (including,

without limitation, contributions to pension and/or profit sharing plans and vacation or other paid absences);

(ii) A management fee payable to Landlord or the company or companies managing the Project, if any, and the costs of equipping and maintaining a management office, including, but not limited to, rent, accounting and legal fees, supplies and other administrative costs;

(iii) All supplies, tools, equipment and materials, including janitorial and lighting supplies, used directly in the operation and maintenance of the Project, including any lease payments therefor;

(iv) All utilities, including, without limitation, electricity, water, sewer and gas, for the Project;

(v) All maintenance, operation and service agreements for the Project, and any equipment related thereto, including, without limitation, service and/or maintenance agreements for the Parking Facilities, energy management, HVAC, plumbing and electrical systems, and for window cleaning, elevator maintenance, janitorial service, groundskeeping, interior and exterior landscaping and plant maintenance;

(vi) Premiums and deductibles paid for insurance relating to the Project including, without limitation, fire and extended coverage, boiler, earthquake, windstorm, rental loss, and commercial general liability insurance;

(vii) All repairs to the Project, including interior, exterior, structural or nonstructural repairs, and regardless of whether foreseen or unforeseen; provided, however, any structural repairs which under generally accepted accounting principles should be classified as capital improvements shall be subject to inclusion pursuant to the terms of **Section 6.1(ix)** and otherwise excluded pursuant to **Section 6.2(v)** below;

(viii) All maintenance of the Project, including, without limitation, repainting Common Areas, replacing Common Area wall coverings, window coverings and carpet, ice and snow removal, window washing, landscaping, groundskeeping, trash removal and the patching, painting, resealing and complete resurfacing of roads, driveways and parking lots;

(ix) Any capital improvements made to the Project for the purpose of reducing Operating Expenses or which are required under any governmental law or regulation that was not applicable to the Project as of the Date of Lease, the cost of which shall be amortized on a straight-line basis over the improvement's useful life, not to exceed the Project's useful life, together with interest on the unamortized balance of such cost at the Interest Rate, or such higher rate as may have been paid by Landlord on funds borrowed for the purposes of constructing such capital improvements, or, at Landlord's election in the case of capital improvements that lower operating costs, the amortization amount will be Landlord's reasonable estimate of annual cost savings; and

(x) All amounts paid under easements, declarations, or other agreements or instruments affecting the Project, including, without limitation, assessments paid to property owners' or similar associations or bodies.

6.2 Operating Expense Exclusions. Operating Expenses shall not include: (i) depreciation on the Project; (ii) costs of tenant improvements incurred in renovating leased space for the exclusive use of a particular tenant of the Project; (iii) brokers' commissions; (iv) Project mortgage principal or interest;

(v) capital items other than those referred to in Section 6.1; (vi) costs of repairs or other work to the extent Landlord is reimbursed by insurance or condemnation proceeds; (vii) utilities charged directly to, or paid directly by, a tenant of the Project other than as a part of the Operating Expenses; (viii) fines, interest and penalties incurred due to the late payment of Operating Expenses; (ix) organizational expenses associated with the creation and operation of the entity which constitutes Landlord; (x) any penalties or damages that Landlord pays to Tenant under this Lease or to other tenants in the Project under their respective leases; and (xi) Real Estate Taxes as provided for in Article VII.

6.3 Tenant's Right to Audit. Tenant shall have a right, at Tenant's sole cost and expense, to audit Landlord's Operating Expense Rental reconciliation statement upon the following terms and conditions. Tenant shall notify Landlord in writing that it is exercising its right to audit within 90 days following delivery to Tenant of the Operating Expense Rental reconciliation statement, indicating in such notice with reasonable specificity those cost components of Operating Expense Rental to be subject to audit. The audit shall take place at Landlord's regional offices or, at Landlord's option, the Building, at a time mutually convenient to Landlord and Tenant (but not later than 60 days after receipt of Tenant's notice to audit); provided, however, to the extent available in an electronic format, if requested by Tenant, Landlord may provide copies of records in an electronic format, subject to Tenant's compliance with Landlord's reasonable security procedures for electronic delivery. Except as Landlord may consent in writing, the audit shall be completed within 15 days after commencement. No copying of Landlord's books or records will be allowed. The audit may be accomplished by either Tenant's own employees with accounting experience reasonably sufficient to conduct such review, or a nationally or regionally recognized public accounting firm mutually acceptable to Landlord and Tenant that is engaged on either a fixed price or hourly basis, and is not compensated on a contingency or bonus basis. Under no circumstances shall Landlord be required to consent to an accounting firm that is also a tenant of Landlord (or any Landlord affiliate) in the Building or any building in the city or metropolitan area in which the Building is located. The records reviewed by Tenant shall be treated as confidential and prior to commencing the audit, Tenant and any other person which may perform such audit for Tenant, shall execute a Confidentiality Agreement in a form reasonably acceptable to Landlord. A copy of the results of the audit shall be delivered to Landlord within 30 days after the completion of the audit. If Landlord and Tenant determine that Operating Expense Rental for the Calendar Year is less than reported, Landlord shall give Tenant a credit in the amount of the overpayment toward Tenant's next monthly payment of estimated Operating Expense Rental, or, in the event this Lease has expired or terminated and no Event of Default exists, Landlord shall pay Tenant the total amount of such overpayment within 30 days. If Landlord and Tenant determine that Operating Expense Rental for the Calendar Year is more than reported, Tenant shall pay Landlord the amount of any underpayment within 30 days. Furthermore, in the event that Landlord and Tenant determine that the actual Operating Expenses for the Calendar Year is less than the Operating Expenses reported by more than five percent (5%), as substantiated, at Landlord's option and expense, by a certified public accountant, then a credit in the amount of all reasonable out of pocket third party expenses incurred by Tenant in conducting such review, which amount shall not exceed \$2,000.00, shall be applied towards Tenant's next monthly payments of estimated Operating Expenses Rental or, in the event the Lease has expired or terminated and no Event of Default exists, Landlord shall pay such expenses to Tenant within 30 days after receipt of Tenant's invoice. **Failure by Tenant to timely request an audit, or to timely deliver to Landlord the results of the audit, or to follow any of the procedures set forth in this Section 6.3 is deemed a waiver of the applicable audit right and any right to contest Operating Expense Rental for the applicable Calendar Year and is deemed acceptance of the Operating Expense Rental contained in the Operating Expense Rental reconciliation statement for the applicable Calendar Year.** Any audit review by Tenant shall not postpone or alter the liability and obligation of Tenant to pay any Operating Expense Rental due under the terms of this Lease. Tenant shall not be entitled to conduct such an audit during any period in which an Event of Default exists under this Lease. No subtenant shall have any right to conduct an audit except for a permitted assignee or sublessee under Article X of this Lease occupying the entire Premises and no

assignee or sublessee shall conduct an audit for any period during which such assignee or sublessee was not in possession of the Premises or for any period in which Tenant has conducted an audit.

6.4 Limitations on Operating Expense Rental. Notwithstanding anything in this Lease to the contrary, including, without limitation, this Article VI, for purposes of determining Tenant's Operating Expense Rental, in no event shall Controllable Operating Expenses (as hereinafter defined) be deemed to have increased during any Calendar Year (or prorated portion thereof) following the Base Year by more than an amount equal to Controllable Operating Expenses for the Base Year increased by five percent (5%) per annum, compounded annually on a cumulative basis. For purposes of this Section 6.4, "Controllable Operating Expenses" shall mean all Operating Expenses other than taxes and assessments, insurance, utilities, costs of unionized janitorial and security services, snow removal, and costs resulting from changes in applicable laws, rules, regulations or ordinances.

VII. REAL ESTATE TAXES

Real Estate Taxes shall be defined as (i) all real property taxes and assessments levied by any public authority against the Project; (ii) all personal property taxes levied by any public authority on personal property of Landlord used in the management, operation, maintenance and repair of the Project, (iii) all taxes, assessments and reassessments of every kind and nature whatsoever levied or assessed in lieu of or in substitution for existing or additional real or personal property taxes and assessments on the Project, or (iv) amounts necessary to be expended because of governmental orders, whether general or special, ordinary or extraordinary, unforeseen as well as foreseen, of any kind and nature for public improvements, services, benefits or any other purposes which are assessed, levied, confirmed, imposed or become a lien upon the Premises or Project or become payable during the Term. Further, for the purposes of this Article VII, Real Estate Taxes shall include the reasonable expenses (including, without limitation, outside counsel attorneys' fees) incurred by Landlord in challenging or obtaining or attempting to obtain a reduction of such Real Estate Taxes, regardless of the outcome of such challenge, and any costs incurred by Landlord for compliance, review and appeal of tax liabilities. Notwithstanding the foregoing, Landlord shall have no obligation to challenge Real Estate Taxes. If as a result of any such challenge, a tax refund is made to Landlord, the amount of such refund less the expenses of the challenge and any Rent payments or other amounts owed by Tenant shall be deducted from Real Estate Taxes due in the Calendar Year such refund is received. In the case of any Real Estate Taxes which may be evidenced by improvement or other bonds or which may be paid in annual or other periodic installments, Landlord shall elect to cause such bonds to be issued or cause such assessment to be paid in installments over the maximum period permitted by law. **Nothing contained in this Lease shall require Tenant to pay any franchise, gift, estate, inheritance or succession transfer tax of Landlord, or any income, profits or revenue tax or charge, upon the net income of Landlord from all sources. Tenant hereby waives any and all rights to protest appraised values or to receive notice of reappraised values regarding the Project or other property of Landlord.**

VIII. PARKING

During the Term, Tenant shall have the right in common with other tenants in the Building to use the Parking Facilities on a first come, first served basis. All parking rights are subject to the Rules and Regulations (as defined in Article XVIII), validation, key-card, sticker or other identification systems set forth by Landlord from time to time. Landlord may restrict certain portions of the Parking Facilities for the exclusive use of one or more tenants of the Building and may designate other areas to be used at large only by customers and visitors of tenants of the Building. Landlord reserves the right to delegate the operation of the Parking Facilities to a parking operator which shall be entitled to all the obligations and benefits of Landlord under this Article VIII; provided, however, Landlord shall have no liability whatsoever for claims arising through acts or omissions of any independent operator of the Parking

Facilities. Except in connection with an assignment or sublease that is expressly permitted under this Lease, Tenant's parking rights and privileges described herein are personal to Tenant and may not be assigned or transferred. Landlord shall have the right to cause to be removed any vehicles of Tenant or its Agents that are parked in violation of this Lease or in violation of the Rules and Regulations of the Building, without liability of any kind to Landlord.

IX. USE AND REQUIREMENTS OF LAW

9.1 Use. The Premises will be used only for the Permitted Use. Tenant and Tenant's Agents will not: (i) do or permit to be done in or about the Premises, nor bring to, keep or permit to be brought or kept in the Premises, anything which is prohibited by or will in any way conflict with any applicable law, statute, ordinance or governmental rule or regulation which is now in force or which may be enacted or promulgated after the Date of Lease; (ii) do or permit anything to be done in or about the Premises which will unreasonably obstruct or interfere with the rights of other tenants of the Building or Project; (iii) do or permit anything to be done by Tenant's Agents in or about the Premises which is dangerous to persons or property; or (iv) cause, maintain or permit any nuisance in, on or about the Premises or commit or allow to be committed any waste in, on or about the Premises. At its sole cost and expense, Tenant will promptly comply with (a) all applicable laws, statutes, ordinances and governmental rules, regulations or requirements now in force or in force after the Commencement Date of this Lease regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises (except to the extent of Landlord's obligations under **Section 9.3** and **Exhibit B** with respect to the Tenant Work (as defined in **Section 12.1**); (b) the certificate of occupancy issued for the Building and the Premises; and (c) any recorded covenants, conditions and restrictions, if any, which affect the use, condition, configuration and occupancy of the Premises. The term "Permitted Use" specifically excludes any use as a call center or similar high-density use; as an employment agency for day labor; by a governmental agency; or that is inconsistent with the Building being a Class A professional office building consistent with other Class A office buildings in the Keystone area of Indianapolis, Indiana.

9.2 Hazardous Materials. Tenant shall not bring or allow any of Tenant's Agents to bring on the Premises or the Project, any asbestos, petroleum or petroleum products, used oil, explosives, toxic materials or substances defined as hazardous wastes, hazardous materials or hazardous substances under any federal, state or local law or regulation ("Hazardous Materials"), except for (i) routine office and janitorial supplies used on the Premises and (ii) fuel for the Generator and Tenant Operating Equipment (as defined in **Section 12.5**) stored in the usual and customary manner and quantities, and in compliance with all applicable environmental laws and regulations; provided that Tenant shall be responsible, at Tenant's sole cost and expense, for the removal or other remediation of all such Hazardous Materials brought or released by Tenant or its Agents on the Project during the Term in the normal course of business. In the event of any release of Hazardous Materials on, from, under or about the Premises or the Project as the result of Tenant's occupancy of the Premises, Landlord shall have the right, but not the obligation, to cause Tenant, at Tenant's sole cost and expense, to clean up, remove, remediate and repair any soil or groundwater contamination or other damage or contamination in conformance with the requirements of applicable law. **Tenant shall indemnify, protect, hold harmless and defend (by counsel acceptable to Landlord) Landlord, and its Agents and each of their respective successors and assigns, from and against any and all claims, damages, penalties, fines, liabilities and cost (including reasonable attorneys' fees and court costs) caused by or arising out of (i) a violation of the foregoing prohibitions or (ii) the presence or release of any Hazardous Materials on, from, under or about the Premises, the Project or other properties as the result of Tenant's occupancy of the Premises.** Neither the written consent of Landlord to the presence of the Hazardous Materials, nor Tenant's compliance with all laws applicable to such Hazardous Materials, shall relieve Tenant of its indemnification obligation under this Lease. Tenant shall immediately give Landlord written notice (a) of any suspected breach of this **Section 9.2**, (b) upon learning of the presence or any release of any

Hazardous Materials, or (c) upon receiving any notices from governmental agencies or other parties pertaining to Hazardous Materials which may affect the Premises. Landlord shall have the right from time to time, but not the obligation, to enter upon the Premises in accordance with **Article XIV** to conduct such inspections and undertake such sampling and testing activities as Landlord deems necessary or desirable to determine whether Tenant is in compliance with this provision. **Landlord shall indemnify, defend and hold harmless Tenant from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities, losses and reasonable attorneys' fees to the sole extent arising out of or in connection with the existence of Hazardous Materials brought on the Premises, Building or Project by Landlord.** The obligations of Landlord and Tenant hereunder shall survive the expiration or earlier termination, for any reason, of this Lease.

9.3 **ADA Compliance.** Notwithstanding any other statement in this Lease, the following provisions shall govern the parties' compliance with the Americans With Disabilities Act of 1990, as amended from time to time, Public Law 101-336; 42 U.S.C. §§12101, et seq. (the foregoing, together with any similar state statute governing access for the disabled or handicapped collectively referred to as the "**ADA**"):

(a) To the extent governmentally required as of or subsequent to the Commencement Date of this Lease as a result of an amendment to Title III of the ADA or any regulation thereunder enacted subsequent to the Commencement Date of this Lease, Landlord shall be responsible for compliance with Title III of the ADA with respect to any repairs, replacements or alterations to the Common Area of the Project, and such expense shall be included as an Operating Expense of the Project. **Landlord shall indemnify, defend and hold harmless Tenant and its Agents from all fines, suits, procedures, penalties, claims, liability, losses, expenses and actions of every kind, and all costs associated therewith (including, without limitation, reasonable attorneys' and consultants' fees) arising out of or in any way connected with Landlord's failure to comply with Title III of the ADA as required above.**

(b) To the extent governmentally required, Tenant shall be responsible for compliance, at its expense, with Titles I and III of the ADA with respect to the Premises. **Tenant shall indemnify, defend and hold harmless Landlord and its Agents from all fines, suits, procedures, penalties, claims, liability, losses, expenses and actions of every kind, and all costs associated therewith (including, without limitation, reasonable attorneys' and consultants' fees) arising out of or in any way connected with Tenant's failure to comply with Titles I and III of the ADA as required above.**

X. ASSIGNMENT AND SUBLETTING

10.1 Landlord's Consent.

(a) Subject to **Section 10.4**, Tenant shall not assign, transfer, mortgage or otherwise encumber this Lease or sublet or rent (or permit a third party to occupy or use) the Premises, or any part thereof, nor shall any assignment or transfer of this Lease or the right of occupancy hereunder be effected by operation of law or otherwise, without the prior written consent of Landlord, such consent not to be unreasonably withheld delayed or conditioned. A transfer at any one time or from time to time of a majority interest in Tenant (whether stock, partnership interest or other form of ownership or control) shall be deemed to be an assignment of this Lease, unless at the time of such transfer Tenant is an entity whose outstanding stock is listed on a recognized security exchange. Within 30 days following Landlord's receipt of Tenant's request for Landlord's consent to a proposed assignment, sublease, or other encumbrance, together with all information required to be delivered by Tenant pursuant to the provisions of this **Section 10.1**, Landlord shall: (i) consent to such proposed transaction; (ii) refuse such consent; or

(iii) elect to terminate this Lease in the event of an assignment, or in the case of a sublease, terminate this Lease as to the portion of the Premises proposed to be sublet in accordance with the provisions of **Section 10.2**. Any assignment, sublease or other encumbrance without Landlord's written consent shall be voidable by Landlord and, at Landlord's election, constitute an Event of Default hereunder. Without limiting other instances in which Landlord may reasonably withhold consent to an assignment or sublease, Landlord and Tenant acknowledge that Landlord may withhold consent (a) if an Event of Default exists under this Lease or if an Event of Default would exist but for the pendency of any cure periods provided under **Section 20.1**; or (b) if the proposed assignee or sublessee is: a governmental entity; a person or entity with whom Landlord has negotiated for space in the Project during the prior six months; a present tenant in the Project; a person or entity whose tenancy in the Project would not be a Permitted Use or would violate any exclusivity arrangement which Landlord has with any other tenant; a person or entity of a character or reputation or engaged in a business which is not consistent with the quality of the Project; or not a party of reasonable financial worth and/or financial stability in light of the responsibilities involved under this Lease on the date consent is requested. If Tenant requests Landlord's consent to a specific assignment or subletting, Tenant will submit in writing to Landlord: (1) the name and address of the proposed assignee or subtenant; (2) a counterpart of the proposed agreement of assignment or sublease; (3) reasonably satisfactory information as to the nature and character of the business of the proposed assignee or subtenant, and as to the nature of its proposed use of the space; (4) banking, financial or other credit information reasonably sufficient to enable Landlord to determine the financial responsibility and character of the proposed assignee or subtenant; (5) executed estoppel certificates from Tenant containing such information as provided in **Section 24.4**; and (6) any other information reasonably requested by Landlord.

(b) Notwithstanding that the prior express written permission of Landlord to any of the aforesaid transactions may have been obtained, the following shall apply:

(i) In the event of an assignment, contemporaneously with the granting of Landlord's aforesaid consent, Tenant shall cause the assignee to expressly assume in writing and agree to perform all of the covenants, duties, and obligations of Tenant hereunder and such assignee shall be jointly and severally liable therefor along with Tenant.

(ii) All terms and provisions of this Lease shall continue to apply after any such transaction.

(iii) In any case where Landlord consents to an assignment, transfer, encumbrance or subletting, the undersigned Tenant shall nevertheless remain directly and primarily liable for the performance of all of the covenants, duties, and obligations of Tenant hereunder (including, without limitation, the obligation to pay all Rent and other sums herein provided to be paid), and Landlord shall be permitted to enforce the provisions of this instrument against the undersigned Tenant, and/or any assignee without demand upon or proceeding in any way against any other person. Neither the consent by Landlord to any assignment, transfer, encumbrance or subletting nor the collection or acceptance by Landlord of rent from any assignee, subtenant or occupant shall be construed as a waiver or release of the initial Tenant from the terms and conditions of this Lease or relieve Tenant or any subtenant, assignee or other party from obtaining the consent in writing of Landlord to any further assignment, transfer, encumbrance or subletting.

(iv) Tenant hereby assigns to Landlord the rent and other sums due from any subtenant, assignee or other occupant of the Premises and hereby authorizes and directs each such subtenant, assignee or other occupant to pay such rent or other sums directly to Landlord; provided however, that until the occurrence of an Event of Default, Tenant shall have the license to continue collecting such rent and other sums. Notwithstanding the foregoing, in the event that the rent due and

payable by a sublessee under any such permitted sublease (or a combination of the rent payable under such sublease plus any bonus or other consideration therefor or incident thereto) exceeds the hereinabove provided Rent payable under this Lease, or if with respect to a permitted assignment, permitted license, or other transfer by Tenant permitted by Landlord, the consideration payable to Tenant by the assignee, licensee, or other transferee exceeds the Rent payable under this Lease, then Tenant shall be bound and obligated to pay Landlord, in accordance with Section 10.3, the Net Profits (as defined in Section 10.3) and any other excess consideration within 10 days following receipt thereof by Tenant from such sublessee, assignee, licensee, or other transferee, as the case may be.

(v) Tenant shall pay Landlord a fee in the amount of \$1,000.00 to reimburse Landlord for all its expenses under this Article X, including, without limitation, reasonable attorneys' fees, in connection with any request for Landlord's consent to a sublease, assignment or deemed assignment, whether or not Landlord consents to such request.

10.2 Landlord's Option to Recapture Premises. If Tenant proposes to assign this Lease other than in accordance with Section 10.4, Landlord may, at its option, upon written notice to Tenant given within 30 days after its receipt of Tenant's notice of proposed assignment, together with all other necessary information, elect to recapture the Premises and terminate this Lease. If Tenant proposes to sublease all or part of the Premises other than in accordance with Section 10.4, Landlord may, at its option upon written notice to Tenant given within 30 days after its receipt of Tenant's notice of proposed subletting, together with all other necessary information, elect to recapture such portion of the Premises as Tenant proposes to sublease and upon such election by Landlord, this Lease shall terminate as to the portion of the Premises recaptured. Notwithstanding the foregoing, Tenant may, within ten (10) days after Landlord's notice to Tenant terminating this Lease in connection with a proposed assignment of the Lease or with respect to the proposed sublet portion of the Premises, withdraw Tenant's request for Landlord's consent to any assignment or subletting under this Article X, in which event this Lease shall remain in full force and effect with respect to the entire Premises. If a portion of the Premises is recaptured, the Rent payable under this Lease shall be proportionately reduced based on the square footage of the Rentable Square Feet retained by Tenant and the square footage of the Rentable Square Feet leased by Tenant immediately prior to such recapture and termination, and Landlord and Tenant shall thereupon execute an amendment to this Lease in accordance therewith. Landlord may thereafter, without limitation, lease the recaptured portion of the Premises to the proposed assignee or subtenant without liability to Tenant. Upon any such termination, Landlord and Tenant shall have no further obligations or liabilities to each other under this Lease with respect to the recaptured portion of the Premises, except with respect to obligations or liabilities which accrue or have accrued hereunder as of the date of such termination (in the same manner as if the date of such termination were the date originally fixed for the expiration of the Term).

10.3 Distribution of Net Profits. In the event that Tenant assigns this Lease or sublets all or any portion of the Premises during the Term, Landlord shall receive 50% of any "Net Profits" (as hereinafter defined) and Tenant shall receive 50% of any Net Profits received by Tenant from any such assignment or subletting. The term "Net Profits" as used herein shall mean such portion of the Rent payable by such assignee or subtenant in excess of the Rent payable by Tenant under this Lease (or pro rata portion thereof in the event of a subletting) for the corresponding period, after deducting from such excess Rent all of Tenant's documented reasonable third party costs associated with such assignment or subletting, including, without limitation, broker commissions, attorney fees and any costs incurred by Tenant to prepare or alter the Premises, or portion thereof, for the assignee or sublessee.

10.4 Transfers to Related Entities. Notwithstanding anything in this Article X to the contrary, provided no Event of Default exists under this Lease or would exist but for the pendency of any cure periods provided for under Section 20.1, Tenant may, without Landlord's consent, but after providing

written notice to Landlord and subject to the provisions of **Section 10.1(b)(i-v)** , assign this Lease or sublet all or any portion of the Premises to any Related Entity (as hereinafter defined) provided that (i) such Related Entity is not a governmental entity or agency; (ii) such Related Entity's use of the Premises would not cause Landlord to be in violation of any exclusivity agreement within the Project; and (iii) the tangible net worth (computed in accordance with generally accepted accounting principles exclusive of goodwill) of any assignee after such transfer is greater than or equal to the greater of (a) the tangible net worth of Tenant as of the Date of Lease; or (b) the tangible net worth of Tenant immediately prior to such transfer, and proof satisfactory to Landlord that such tangible net worth standards have been met shall have been delivered to Landlord at least 10 days prior to the effective date of any such transaction. "**Related Entity**" shall be defined as any parent company, subsidiary, affiliate or related corporate entity of Tenant that controls, is controlled by, or is under common control with Tenant.

XI. MAINTENANCE AND REPAIR

11.1 **Landlord's Obligation.** Landlord will maintain, repair and restore in reasonably good order and condition consistent with other Class A office buildings in the northside of Indianapolis and Carmel submarkets (i) the Common Area; (ii) the mechanical, plumbing, electrical and HVAC equipment serving the Building; (iii) the structure of the Building (including roof, exterior walls and foundation); (iv) exterior windows of the Building; and (v) Building standard lighting. If Tenant notifies Landlord of the existence of maintenance, repair or restoration work that is Landlord's obligation to perform under this **Section 11.1**, then Landlord shall promptly commence and diligently pursue such maintenance, repair or restoration to completion in a good and workmanlike manner. The cost of such maintenance and repairs to the Building shall be included in the Operating Expenses and paid by Tenant as provided in **Article VI**; provided, however, Tenant shall bear the full cost, plus 10% of such cost for Landlord's overhead, of any maintenance, repair or restoration necessitated by the negligence or willful misconduct of Tenant or its Agents. **Tenant waives all rights to make repairs at the expense of Landlord, to deduct the cost of such repairs from any payment owed to Landlord under this Lease, to claim a lien against the Rent, the Project or Landlord's property, or to vacate the Premises.**

11.2 **Tenant's Obligation.** Subject to Landlord's express obligations set forth in **Section 11.1**, Tenant, at its expense, shall maintain the Premises in good condition and repair, reasonable wear and tear and casualty governed by the provisions of **Article XIX** excepted. Tenant's obligation shall include without limitation the obligation to maintain and repair all (i) interior walls; (ii) floor coverings; (iii) ceilings; (iv) doors; (v) entrances to the Premises; (vi) supplemental HVAC systems within the Premises; and (vii) private restrooms and kitchens, including hot water heaters, plumbing and similar facilities serving Tenant exclusively. Tenant will promptly advise Landlord of any damage to the Premises or the Project. All damage or injury to the Premises (excluding Tenant's equipment, personal property and trade fixtures) may be repaired, restored or replaced by Landlord, at the expense of Tenant, and such expense (plus 10% of such expense for Landlord's overhead) will be collectible as Additional Rent and will be paid by Tenant upon demand. If Tenant fails to make any repairs to the Premises for more than 30 days after notice from Landlord (although notice shall not be required in the event of an emergency as defined in **Article XIV**), Landlord may, at its option, cause all required maintenance or repairs, restorations or replacements to be made and Tenant shall pay Landlord pursuant to this **Section 11.2**.

XII. INITIAL CONSTRUCTION; ALTERATIONS

12.1 **Initial Construction.** Landlord and Tenant agree that the performance of the work described on **Exhibit B** ("Tenant Work") shall be performed by Landlord, at Landlord's sole cost and expense, in a good and workmanlike manner; provided, however, Tenant shall be responsible, at its sole cost and expense, for removal and relocation of all personal property and items (excluding furniture and office equipment) as Landlord determines necessary in order to allow Landlord to perform the Tenant

Work unhindered and in accordance with the schedule of Landlord's contractors, including, without limitation, removal of files from file cabinets and materials from book shelves. Subject to Landlord's completion of the Tenant Work described in Exhibit B in accordance with this Section 12.1, Landlord shall have no obligation whatsoever to construct any improvements to the Premises and **Tenant accepts the Premises "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS", and Landlord neither makes nor has made any representations or warranties, express or implied, with respect to the quality, suitability or fitness thereof of the Premises, or the condition or repair thereof. Tenant's continued possession of the Premises shall be conclusive evidence for all purposes of Tenant's acceptance of the Premises in good order and satisfactory condition, and in a state and condition satisfactory, acceptable and suitable for Tenant's use pursuant to this Lease.**

12.2 Installing and Operating Tenant's Equipment. Except for the existing Generator and Tenant Operating Equipment, without first obtaining the written consent of Landlord, Tenant shall not install or operate in the Premises (i) any electrically operated equipment or other machinery, other than standard office equipment that does not require wiring, cooling or other service in excess of Building standards; (ii) any equipment of any kind or nature whatsoever which will require any changes, replacements or additions to, or changes in the use of, any water, heating, plumbing, air conditioning or electrical system of the Premises or the Project; or (iii) any equipment which exceeds the electrical or floor load capacity per square foot for the Building. Landlord's consent to such installation or operation may be conditioned upon the payment by Tenant of additional compensation for any excess consumption of utilities and any additional power, wiring, cooling or other service that may result from such equipment. Machines and equipment which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein so as to be objectionable to Landlord or any other Project tenant shall be installed and maintained by Tenant, at its expense, on vibration eliminators or other devices sufficient to eliminate such noise and vibration. Tenant and Tenant's telecommunications companies, including but not limited to, local exchange telecommunications companies and alternative access vendor services companies, shall have no right of access to the Land, Building or the Project for the installation and operation of telecommunications systems, including but not limited to, voice, video, data, and any other telecommunications services provided over wire, fiber optic, microwave, wireless, and any other transmission systems, for part or all of Tenant's telecommunications within the Building without Landlord's prior written consent, such consent not to be unreasonably withheld.

12.3 Alterations. Except for Landlord's performance pursuant to Section 12.1 of the Tenant Work described in Exhibit B, Tenant shall not make or permit any alterations, decorations, additions or improvements of any kind or nature to the Premises or the Project, whether structural or nonstructural, interior, exterior or otherwise ("Alterations") without the prior written consent of Landlord, said consent not to be unreasonably withheld or delayed. Landlord may impose any reasonable conditions to its consent, including, without limitation: (i) prior approval of the plans and specifications and contractor(s) with respect to the Alterations (provided that Landlord may designate specific contractors with respect to Building systems); (ii) supervision by Landlord's representative, at Tenant's expense, of the Alterations; (iii) proof of worker's compensation insurance and commercial general liability insurance in such amounts and meeting such requirements as reasonably requested by Landlord; (iv) delivery to Landlord of written and unconditional waivers of mechanic's and materialmen's liens as to the Project for all work, labor and services to be performed and materials to be furnished, signed by all contractors, subcontractors, materialmen and laborers participating in the Alterations; (v) delivery of permits, certificates of occupancy, "as-built" plans, and equipment manuals; and (vi) any security for performance or payment that is reasonably required by Landlord. Notwithstanding the foregoing, Tenant shall have the right, without Landlord's consent, to perform in the Premises any nonstructural Alteration; provided that Tenant has provided Landlord with at least ten (10) business days prior written notice of such Alteration and such Alteration (i) does not affect the other tenants of the Building or the Building's mechanical, electrical, plumbing, HVAC or fire, life safety systems; (ii) does not require any other

alteration, addition, or improvement to be performed in or made to any portion of the Building or Project other than the Premises; (iii) does not increase the Building's assessed value for tax purposes; (iv) does not alter the architectural or structural integrity of the Building; (v) does not require a building permit; (vi) is not visible from the exterior of the Premises; and (vii) together with any other Alterations, does not exceed a cost of \$25,000 in any one Calendar Year. The Alterations shall conform to the requirements of federal, state and local governments having jurisdiction over the Premises, including, without limitation, the ADA, the OSHA General Industry Standard (29 C.F.R. Section 1910.1001, et seq.), and the OSHA Construction Standard (29 C.F.R. Section 1926.1001, et seq.) and shall be performed in accordance with the terms and provisions of this Lease and in a good and workmanlike manner using material of a quality that is at least equal to the quality designated by Landlord as the minimum standard for the Building. All computer, telecommunications or other cabling, wiring and associated appurtenances (collectively, "Cabling") installed by Tenant inside any of the interior walls of the Premises, above the ceiling of the Premises, in any portion of the ceiling plenum above or below the Premises, or in any portion of the Common Areas of the Building, including but not limited to any of the shafts or utility rooms of the Building, shall be clearly labeled or otherwise identified as having been installed by Tenant. All Cabling installed by Tenant shall comply with the requirements of the National Electric Code and any other applicable fire and safety codes. Landlord may designate reasonable rules, regulations and procedures for the performance of work in the Building and, to the extent reasonably necessary to avoid disruption to the occupants of the Building, shall have the right to designate the time when Alterations may be performed. If the Alterations are not performed as herein required, Landlord shall have the right, at Landlord's option, to halt any further Alterations, or to require Tenant to perform the Alterations as herein required or to require Tenant to return the Premises to its condition before such Alterations. All or any part of the Alterations, whether made with or without the consent of Landlord, shall, at the election of Landlord, either be removed by Tenant at its expense before the expiration of the Term or shall remain upon the Premises and be surrendered therewith at the Expiration Date or earlier termination of this Lease as the property of Landlord without disturbance, molestation or injury; provided, Tenant shall remove all Cabling installed by Tenant anywhere in the Premises or the Building to the point of the origin of such Cabling. If required by Tenant, Landlord's election shall be made at the time Landlord approves installation of such Alterations. If Landlord requires the removal of all or part of the Alterations, Tenant, at its expense, shall repair any damage to the Premises or the Project caused by such removal and restore the Premises and the Project to its condition prior to the construction of such Alterations, reasonable wear and tear excepted. If Tenant fails to remove the Alterations upon Landlord's request and repair and restore the Premises and Project, then Landlord may (but shall not be obligated to) remove, repair and restore the same and the cost of such removal, repair and restoration together with any and all damages which Landlord may suffer and sustain by reason of the failure of Tenant to remove, repair and restore the same, shall be charged to Tenant and paid upon demand. Notwithstanding the foregoing, Tenant may remove any trade fixtures, business equipment, personal property and furniture provided that no Event of Default exists under this Lease and Tenant repairs any damage to the Premises resulting from the removal of such items and restores the Premises to its condition prior to the installation of such items, reasonable wear and tear excepted.

12.4 Mechanics' Liens. Tenant will pay or cause to be paid all costs and charges for: (i) work done by Tenant or caused to be done by Tenant, in or to the Premises; and (ii) materials furnished for or in connection with such work. **Tenant will indemnify Landlord against and hold Landlord, the Premises, and the Project free, clear and harmless of and from all mechanics' liens and claims of liens, and all other liabilities, liens, claims, and demands on account of such work by or on behalf of Tenant.** If any such lien, at any time, is filed against the Premises, or any part of the Project, Tenant will cause such lien to be discharged of record within 10 days after the filing of such lien, except that if Tenant desires to contest such lien, it will furnish Landlord, within such 10-day period, a bond or other security reasonably satisfactory to Landlord of at least 150% of the amount of the claim. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant will immediately pay and

satisfy the same. If Tenant fails to pay any charge for which a mechanic's lien has been filed, and has not given Landlord a bond or other security as described above, Landlord may, at its option, pay such charge and related costs and interest, and the amount so paid, together with attorneys' fees incurred in connection with such lien, will be immediately due from Tenant to Landlord as Additional Rent. Nothing contained in this Lease will be deemed the consent or agreement of Landlord to subject Landlord's interest in all or any portion of the Project to liability under any mechanics' lien or to any other lien law. If Tenant receives notice that a lien has been or is about to be filed against the Premises or any part of the Project or any action affecting title to the Project has been commenced on account of work done by or for or materials furnished to or for Tenant, it will immediately give Landlord written notice of such notice. At least 15 days prior to the commencement of any work (including, but not limited to, any maintenance, repairs or Alteration) in or to the Premises, by or for Tenant, Tenant will give Landlord written notice of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work. Landlord will have the right to post notices of non-responsibility or similar notices, if applicable, on the Premises or in the public records in order to protect the Premises and Project against such liens.

12.5 Emergency Generator. Tenant shall continue to have the right to use and maintain the existing generator and accessory gas line and Tenant Operating Equipment (as defined in this Section 12.5) installed pursuant to the 2006 Lease ("**Generator**") for the sole purpose of providing back-up power and cooling for Tenant's computer room in the Premises (and not for the use of any other tenant in the Building), subject to compliance with the terms of this Lease. "**Tenant Operating Equipment**" shall be defined as two roof top cooling units, one exterior cooling unit located on the outside of the Building, and one portable cooling unit located on the fourth floor of the Premises. The Generator and Tenant Operating Equipment shall be removed by Tenant, at its sole cost and expense, before the expiration of the Term. Tenant shall repair any damage to the Premises or the Project caused by such removal and restore the Premises and the Project to its condition prior to the installation of the Generator and Tenant Operating Equipment, reasonable wear and tear excepted. If Tenant fails to remove the Generator and Tenant Operating Equipment upon Landlord's request and repair and restore the Premises and Project as required, then Landlord may (but shall not be obligated to) remove, repair and restore the same and the cost of such removal, repair and restoration together with any and all damages which Landlord may suffer and sustain by reason of the failure of Tenant to remove, repair and restore the same, shall be charged to Tenant and paid upon demand. Tenant, at its sole cost and expense, shall maintain and repair the Generator and Tenant Operating Equipment and file all necessary permits, registrations, plans and documents with the Environmental Protection Agency ("**EPA**") and appropriate agencies of the State of Indiana in connection with the maintenance, repair, use and removal of the Generator and Tenant Operating Equipment. Tenant shall comply with any and all applicable rules, regulations and requirements which are imposed by the EPA and such agencies in connection with the maintenance, repair and use of the Generator and Tenant Operating Equipment. Tenant shall, at Tenant's own cost and expense, enter into and maintain from and after the Date of Lease and throughout the Term one or more regularly scheduled preventative maintenance/service contracts, consistent with any applicable manufacturer's specifications for the Generator and Tenant Operating Equipment and with one or more maintenance contractors reasonably acceptable to Landlord. Tenant's service contracts shall include all services recommended by the Generator and Tenant Operating Equipment manufacturer within any applicable operation/maintenance manual and shall become effective on or before the Commencement Date. Within five (5) days after Landlord's request (or immediately if Tenant is in default under this Section 12.5), Tenant shall deliver to Landlord copies of such service contracts and any renewals or replacements. Alternatively, and subject to Landlord's prior approval (such approval not to be unreasonably withheld, conditioned or delayed), Tenant may perform some or all of the services required under the above-described preventative maintenance/service contracts with Tenant's own qualified maintenance personnel. Tenant will make its records of such work available to Landlord for inspection, with timely and detailed entries in those logs so that the logs at all times accurately reflect, in

commercially reasonable detail, the maintenance activity performed with respect to the Generator and Tenant Operating Equipment. Landlord or its Agent's may inspect and copy, at Landlord's expense, such logs at any reasonable time and upon reasonable notice. Tenant must obtain Landlord's consent in order for Tenant or its Agents to access the roof in connection with the performance of its obligations under this **Section 12.5** and any such access shall be subject to the Rules and Regulations and Landlord's right to accompany Tenant and its Agents.

XIII. SIGNS

Except as expressly provided for in this **Article XIII**, no sign, advertisement or notice shall be inscribed, painted, affixed, placed or otherwise displayed by Tenant on any part of the Project or the outside or the inside (to the extent visible from the exterior of the Premises or Building) of the Building or the Premises. Landlord shall provide, at Tenant's expense, a listing on the directory in the lobby of the Building listing all Building tenants. Landlord also shall, at Tenant's expense, place the suite number and/or Tenant name on or in the immediate vicinity of the entry door to the Premises using Building standard sign material and lettering. If any prohibited sign, advertisement or notice is nevertheless exhibited by Tenant, Landlord shall have the right to remove the same, and Tenant shall pay upon demand any and all expenses incurred by Landlord in such removal, together with interest thereon at the Interest Rate from the demand date. Notwithstanding and in addition to the foregoing, so long as (i) no Event of Default exists under this Lease or would exist but for the pendency of any cure periods provided under **Section 20.1**; and (ii) ENVIGO RMS, INC. occupies the entire Premises, Tenant shall, at Tenant's sole cost and expense, have the nonexclusive right to install signage on that portion of the east end of the north facing exterior wall of the Building indicated on **Exhibit G** attached hereto and made a part hereof, for the purpose of displaying its name and/or corporate logo (the "**Exterior Signage**"). The Exterior Signage shall be subject to the reasonable approval of Landlord as to location, lettering, design, material, size, lighting and color scheme prior to installation, shall not interfere with the visibility from the Building and shall conform to all applicable restrictions, zoning and other governmental ordinances, laws and regulations, including the Project's design signage and graphics program, and Tenant shall obtain all required approvals of third parties, if any. Tenant shall, at Tenant's sole cost and expense, maintain its signage in good and safe condition and repair and upon the expiration or earlier termination of the Lease, shall remove such signage and repair the Building's wall to its original condition in accordance with **Section 22.1**. If Tenant shall fail to maintain or remove its signage as required by this Lease, Landlord may do so at Tenant's sole cost and expense and Tenant shall reimburse Landlord upon demand as Additional Rent. Tenant's right to signage under this paragraph shall be personal to ENVIGO RMS, INC. and contain only its name and/or corporate logo.

XIV. RIGHT OF ENTRY

Tenant shall permit Landlord or its Agents to enter the Premises without charge therefor to Landlord and without diminution of Rent or claim of constructive eviction: (i) to clean, inspect and protect the Premises and the Project; (ii) to make such alterations and repairs to the Premises or any portion of the Building, including other tenants' premises, which Landlord determines to be reasonably necessary; (iii) to exhibit the same to prospective purchaser(s) of the Building or the Project or to present or future Mortgagees; or (iv) to exhibit the same to prospective tenants during the last 12 months of the Term. Landlord will endeavor to minimize, as reasonably practicable, any interference with Tenant's business and shall provide Tenant with reasonable prior notice of entry into the Premises (which may be given verbally), except with respect to the provision of janitorial services after Normal Business Hours or in the event of an apparent emergency condition arising within or affecting the Premises that endangers or threatens to endanger property or the safety of individuals.

XV. INSURANCE

15.1 Certain Insurance Risks. Tenant will not do or permit to be done any act or thing upon the Premises or the Project which would: (i) jeopardize or be in conflict with fire insurance policies covering the Project, and fixtures and property in the Project; or (ii) increase the rate of fire insurance applicable to the Project to an amount higher than it otherwise would be for general office use of the Project; or (iii) subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being conducted upon the Premises.

15.2 Landlord's Insurance. At all times during the Term, Landlord will carry and maintain:

(a) Fire and extended coverage insurance covering the Building, its equipment and common area furnishings, and leasehold improvements in the Premises to the extent of any initial build out of the Premises by Landlord;

(b) Bodily injury and property damage insurance; and

(c) Such other insurance as Landlord reasonably determines from time to time.

The insurance coverages and amounts in this **Section 15.2** will be determined by Landlord in an exercise of its reasonable discretion.

15.3 Tenant's Insurance. On or before the earlier to occur of (i) the Commencement Date; or (ii) the date Tenant commences any work of any type in the Premises pursuant to this Lease (which may be prior to the Commencement Date) and continuing throughout the Term, Tenant will carry and maintain, at Tenant's expense, the following insurance, in the minimum amounts specified below or such other amounts as Landlord may from time to time reasonably request, with insurance companies and on forms reasonably satisfactory to Landlord:

(a) Commercial general liability insurance, with a combined single occurrence limit and aggregate of not less than \$1,000,000. All such insurance will be on an occurrence ISO form including without limitation, bodily injury, property damage, personal injury, advertising injury, products and completed operations liability, and contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in this Lease;

(b) A policy of cause of loss-specialty property insurance coverage at least equal to ISO Special Form Causes of Loss and covering all of Tenant's furniture and fixtures, machinery, equipment, stock and any other personal property owned and used in Tenant's business and found in, on or about the Project, and any leasehold improvements to the Premises in excess of any initial buildout of the Premises by Landlord, in an amount not less than the full replacement cost;

(c) Worker's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the state in which the Premises are located, including employer's liability insurance in the limit of \$1,000,000 aggregate;

(d) If Tenant operates owned, hired, or nonowned vehicles on the Project, comprehensive automobile liability will be carried at a limit of liability not less than \$1,000,000 combined bodily injury and property damage;

(e) Umbrella liability insurance in excess of the underlying coverage listed in paragraphs (a), (c) and (d) above, with limits of not less than \$4,000,000 per occurrence/\$4,000,000 aggregate;

(f) Loss of income and extra expense insurance and contingent business income insurance in amounts as will reimburse Tenant for direct or indirect loss of earning attributable to all perils insured against under the ISO Causes of Loss - Special Form Coverage, or attributable to prevention of access to the Premises as a result of such perils. Such insurance shall provide for an extended period of indemnity to be not less than 12 months; and

(g) All insurance required under this Section 15.3 shall be issued by such good and reputable insurance companies qualified to do and doing business in the state in which the Premises are located and having a policyholder rating of not less than "A" and a financial rating of "VIII" in the most current copy of Best's Insurance Report in the form customary to this locality.

15.4 Forms of the Policies. Landlord and its affiliates, Landlord's management company, Landlord's Mortgagee (as defined in Article XXI), and such other parties as Landlord shall designate to Tenant who have an insurable interest in the Premises or Project shall: (i) be named as additional insureds with respect to the coverages provided for under Section 15.3 (a), (d) and (e), (ii) have waiver of subrogation rights with respect to the coverages provided for under Section 15.3 (a), (c), (d) and (e), and (iii) be named as loss payees as their interest may appear with respect to the coverage provided under Section 15.3 (b). Certificates of insurance together with any endorsements providing the required coverage will be delivered to Landlord prior to Tenant's occupancy of the Premises and from time to time at least 30 days prior to expiration of the term, material change, reduction in coverage, or other termination thereof. All commercial general liability and property policies (including any umbrella policies in excess of such policies) herein required to be maintained by Tenant will be written as primary policies, not contributing with and not supplemental to the coverage that Landlord may carry. Commercial general liability insurance required to be maintained by Tenant by this Article XV will not be subject to a deductible or any self-insured retention.

15.5 Waiver of Subrogation. Landlord and Tenant each releases, discharges and waives and shall cause their respective insurance carriers to waive any and all rights to recover against the other or against the Agents of such other party for any loss or damage to such waiving party (including deductible amounts) arising from any cause covered by any property insurance required to be carried by such party pursuant to this Article XV or any other property insurance actually carried by such party to the extent of the limits of such policy. Tenant agrees to cause all other occupants of the Premises claiming by, under or through Tenant, to execute and deliver to Landlord and its affiliates, Landlord's management company, and Landlord's Mortgagee such a release, discharge and waiver of claims and to obtain such waiver of subrogation rights endorsements.

15.6 Adequacy of Coverage. Landlord makes no representation that the limits of liability specified to be carried by Tenant pursuant to this Article XV are adequate to protect Tenant and Tenant should obtain such additional insurance or increased liability limits as Tenant deems appropriate. Furthermore, in no way does the insurance required herein limit the liability of Tenant assumed elsewhere in this Lease.

XVI. SERVICES AND UTILITIES

16.1 Ordinary Services to the Premises. Landlord shall furnish to the Premises throughout the Term so long as the Premises are occupied: (i) heating, ventilation, and air conditioning ("HVAC") appropriate for the Permitted Use in accordance with the HVAC Specifications (as defined in this Section

16.1) during Normal Business Hours (as defined in the Rules and Regulations), except for legal holidays observed by the federal government; (ii) reasonable janitorial service for normal office use, including trash removal from the Premises; (iii) reasonable use of all existing basic intra-Building and/or Project telephone and network cabling; (iv) hot and cold water from points of supply; (v) restrooms; (vi) elevator service, provided that Landlord shall have the right to remove such elevators from service as may reasonably be required for moving freight or for servicing or maintaining the elevators or the Building; and (vii) proper facilities to furnish electrical power for Building standard lighting, facsimile machines, personal computers, printers, copiers and other customary business equipment, but not including electricity and air conditioning units required for equipment of Tenant that is in excess of Building standard, including, without limitation the Generator and Tenant Operating Equipment. The "HVAC Specifications" means that the Building shall be heated and air conditioned by forced air to 70 degrees Fahrenheit inside at 0 degrees Fahrenheit outside, and 78 degrees Fahrenheit inside at 98 degrees Fahrenheit outside, with the temperature ranging between said inside temperatures when the outside temperature is within the range of 0 degrees Fahrenheit and 98 degrees Fahrenheit, with no assurance or warranty as to the ability to maintain the inside temperature within that range when the outside temperatures are outside said range. The cost of all services provided by Landlord hereunder shall be included within Operating Expenses, unless charged directly (and not as a part of Operating Expenses) to Tenant or another tenant of the Project. Landlord may establish commercially reasonable measures to conserve energy and water.

16.2 Additional Services. Should Tenant use or desire any additional services beyond those described in Section 16.1, including, without limitation for the Generator and Tenant Operating Equipment, or a rendition of any of such services outside the normal times for providing such service, Landlord may (at Landlord's option), upon reasonable advance notice from Tenant to Landlord, furnish such services, and Tenant agrees to pay Landlord upon demand Landlord's additional expenses resulting therefrom. Landlord may, from time to time during the Term, set a charge for such additional services, or a per hour charge for additional or after hours service which shall include the utility, service, labor, and administrative costs and a cost for depreciation of the equipment used to provide such additional or after hours service.

16.3 Interruption of Utilities or Services. Landlord will not be liable to Tenant or any other person for direct or consequential damages (including, without limitation, damages to persons or property or for injury to, or interruption of, business), Tenant shall not be entitled to any abatement or reduction of rent except as expressly set forth in this Section 16.3, nor shall a constructive eviction exist or shall Tenant be released from any of Tenant's obligations under this Lease (a) for any failure to supply any heat, air conditioning, elevator, cleaning, lighting or security or for any surges or interruptions of electricity, telecommunications or other service Landlord has agreed to supply during any period when Landlord uses reasonable diligence to supply such services; (b) as a result of the admission to or exclusion from the Building or Project of any person; or (c) for any discontinuance permitted under this Article XVI. Landlord reserves the right temporarily to discontinue the services set forth in the foregoing sentence, or any of them, at such times as may be necessary by reason of accident, repairs, alterations or improvement, strikes, lockouts, riots, acts of God, governmental preemption in connection with a national or local emergency, any rule, order or regulation of any governmental agency, conditions of supply and demand which make any product unavailable, Landlord's compliance with any mandatory or voluntary governmental energy conservation or environmental protection program, or any other happening beyond the control of Landlord. In the event of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's reasonable opinion, Landlord will have the right to prevent access to the Building or Project during the continuance of the same by such means as Landlord, in its reasonable discretion may deem appropriate, including, without limitation, locking doors and closing Parking Facilities and the Common Areas. Notwithstanding the foregoing, in the event of any failure to furnish, or any stoppage of, the following specified services for a period in excess of five

consecutive days, and if: (a) such interruption is restricted to the Building and is not a neighborhood blackout or caused by an Event of Force Majeure; (b) such failure to furnish or stoppage is caused by the negligence or willful misconduct of Landlord or by the failure of Landlord to commence and diligently pursue repairs for which Landlord is responsible under this Lease; (c) such interruption results in the Premises becoming untenable; and (d) Tenant actually ceases to occupy the Premises as a result thereof, Tenant shall be entitled to an abatement of Rent which shall commence on the sixth day (and shall not be retroactive) and shall continue for the remainder of the period of such failure to furnish or stoppage of such specified services. As used in this **Section 16.3**, the specified services are HVAC, electricity, water, natural gas and sewer service.

16.4 **Meters.** In the event Tenant's electrical usage exceeds normal business office usage levels as reasonably determined by Landlord, Landlord reserves the right to separately meter or monitor the utility services provided to the Premises, including, without limitation, the Generator and the Tenant Operating Equipment, at Tenant's expense, and bill the charges directly to Tenant, or to separately meter any other tenant and bill the charges directly to such tenant and to make appropriate adjustments to the Operating Expenses based on the meter charges.

16.5 **Utility Charges.** All telephone and other utility service used by Tenant in the Premises shall be paid for directly by Tenant except to the extent the cost of same is included within Operating Expenses.

16.6 **Building Amenities.** Landlord desires to offer certain amenities ("**Amenities**") to the tenants of the Project, which as of the Date of Lease include: (a) a fitness/health care facility (the "**Fitness Facility**"), which is located at the building known as Lake Pointe Centre III on the adjacent land having the address of 8470 Allison Pointe Blvd., Indianapolis, Indiana 46205 ("**Lake Pointe III**"); and (b) a conference room, which is located at Lake Pointe III. Notwithstanding the foregoing, Landlord shall have no obligation to provide the existing Amenities or any other Amenities and, if Landlord does provide any Amenities, Landlord shall have no obligation to continue the Amenities for the term of this Lease or for any particular period of time. To the extent that any Amenities are offered at the Project or at Lake Pointe III, Tenant shall have the general and nonexclusive right, together with Landlord and the other tenants of the Project and Lake Pointe III, to use such Amenities subject to the terms and conditions of this Lease, and subject to any rules and regulations Landlord or the owner of Lake Pointe III may impose governing the hours, access to and use of the Amenities.

XVII. LIABILITY OF LANDLORD

17.1 **Indemnification.** **Except as otherwise provided in this Section and subject to the waivers set forth in Section 15.5,** Tenant will neither hold nor attempt to hold Landlord, its Agents or Mortgagee liable for, and Tenant will indemnify, hold harmless and defend (with counsel reasonably acceptable to Landlord) Landlord, its Agents and Mortgagee, from and against, any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees) (collectively and each a, "**Liability**") incurred in connection with or arising from (i) the use or occupancy or manner of use or occupancy of the Premises or the Common Areas by Tenant or its Agents; (ii) any activity, work or thing done, permitted or suffered by Tenant or its Agents in or about the Premises or the Project; (iii) any acts, omissions or negligence of Tenant or its Agents; (iv) any breach, violation or nonperformance by Tenant or its Agents of any term, covenant or provision of this Lease or any law, ordinance or governmental requirement of any kind; and (v) any injury or damage to the person, property or business of Tenant or its Agents, including, without limitation, (A) to vehicles (or the contents thereof) of Tenant or Tenant's Agent's that are parked in the Parking Facilities, whether incurred in connection with the removal of any vehicles of Tenant or its Agents that are parked in violation of this Lease, the Rules and Regulations or otherwise; and (B) in any

way related or arising from Tenant's installation, use, maintenance or removal of the Exterior Signage or Generator. **Notwithstanding the foregoing, Tenant's indemnities and hold harmless agreements set forth in this Section 17.1 shall not apply to the extent that the Liability is caused by the negligence or willful misconduct of Landlord (unless that Liability is or would be covered by insurance required to be obtained and maintained by Tenant pursuant to Article XV hereof, in which event the indemnities and hold harmless agreements set forth in this Section shall apply).**

17.2 Waiver and Release. **Except as otherwise provided in this Section and subject to the waivers set forth in Section 15.5, Tenant covenants and agrees that Landlord, its Agents and Mortgagee will not at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, injury, death or damage (including consequential damages) to persons, property or Tenant's business (collectively and each a, "Claim") occasioned by (i) any act or omission of Landlord or its Agents; (ii) any acts or omissions, including theft, of or by any other tenant, occupant or visitor of the Project; (iii) any casualty, explosion, falling plaster or other masonry or glass, steam, gas, electricity, water or rain which may leak from any part of the Building or any other portion of the Project or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place, or resulting from dampness; or (iv) the parking of vehicles by Tenant or Tenant's Agents in the Parking Facilities, including, without limitation, when incurred in connection with the removal of any vehicles of Tenant or its Agents that are parked in violation of this Lease or the Rules and Regulations or otherwise. Tenant agrees to give prompt notice to Landlord upon the occurrence of any of the events set forth in this Section 17.2 or of defects in the Premises or the Building, or in the fixtures or equipment. **Notwithstanding the foregoing, the waivers and releases set forth in this Section 17.2 shall not apply to the extent that the Claim is caused by the negligence or willful misconduct of Landlord (unless that Claim is or would be covered by insurance required to be obtained and maintained by Tenant pursuant to Article XV hereof, in which event the waivers and releases set forth in this Section shall apply).****

17.3 Survival. The covenants, agreements and indemnification obligations under this Article XVII will survive the expiration or earlier termination of this Lease. Tenant's covenants, agreements and indemnification obligations are not intended to and will not relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease.

XVIII. RULES AND REGULATIONS

Tenant and its Agents shall at all times abide by and observe the Rules and Regulations set forth in Exhibit C and any amendments thereto that may reasonably be promulgated from time to time by Landlord for the operation and maintenance of the Project and the Rules and Regulations shall be deemed to be covenants of this Lease to be performed and/or observed by Tenant. Nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations, or the terms or provisions contained in any other lease, against any other tenant of the Project. Landlord shall not be liable to Tenant for any violation by any party of the Rules and Regulations or the terms of any other Project lease. If there is any inconsistency between this Lease (other than Exhibit C) and the then current Rules and Regulations, this Lease shall govern.

XIX. DAMAGE; CONDEMNATION

19.1 Damage to the Premises. If the Premises or the Building shall be damaged by fire or other casualty, Landlord shall diligently and as soon as practicable after such damage occurs (taking into account the time necessary to effect a satisfactory settlement with any insurance company involved) repair such damage at the expense of Landlord; provided, however, that Landlord's obligation to repair such damage shall not exceed the proceeds of insurance available to Landlord (reduced by any proceeds

retained pursuant to the rights of Mortgagee). Notwithstanding the foregoing, if the Premises or the Building are damaged by fire or other casualty to such an extent that, in Landlord's reasonable judgment, the damage cannot be substantially repaired within 210 days after the date of such damage, or if the Premises are substantially damaged during the last Lease Year, then: (i) Landlord may terminate this Lease as of the date of such damage by written notice to Tenant; or (ii) Tenant may terminate this Lease as of the date of such damage by written notice to Landlord within 10 days after (a) Landlord's delivery of a notice that the repairs cannot be made within such 210-day period (Landlord shall use reasonable efforts to deliver to Tenant such notice within 60 days of the date of such damage or casualty); or (b) the date of damage, in the event the damage occurs during the last year of this Lease. Without limitation to the foregoing, if the Premises or the Building are damaged by fire or other casualty and Landlord's reasonable estimate of the cost to repair such damage exceeds the proceeds of insurance available to Landlord (reduced by any proceeds retained pursuant to the rights of Mortgagee) or no such proceeds are available to Landlord, then Landlord shall not be obligated to incur expenses in excess of such insurance proceeds to repair such damage and may terminate this Lease as of the date of such damage by written notice to Tenant. Rent shall be apportioned and paid to the date of such damage.

During the period that Tenant is deprived of the use of the damaged portion of the Premises, Basic Rent and Tenant's Proportionate Share shall be reduced by the ratio that the Rentable Square Footage of the Premises damaged bears to the total Rentable Square Footage of the Premises before such damage. All injury or damage to the Premises or the Project resulting from the gross negligence or willful misconduct of Tenant or its Agents shall be repaired by Landlord, at Tenant's expense, subject to the waivers in **Section 15.5**, and Rent shall not abate nor shall Tenant be entitled to terminate this Lease. Notwithstanding anything herein to the contrary, Landlord shall not be required to rebuild, replace, or repair any of the following: (i) specialized Tenant improvements as reasonably determined by Landlord; (ii) Alterations; or (iii) personal property of Tenant.

19.2 **Condemnation.** If 20% or more of the Building or 50% or more of the Land shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including, without limitation, sale under threat of such a taking), then the Term shall cease and terminate as of the date when title vests in such governmental or quasi-governmental authority, and Rent shall be prorated to the date when title vests in such governmental or quasi-governmental authority. If less than 20% of the Building or 50% of the Land is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including, without limitation, sale under threat of such a taking), Basic Rent and Tenant's Proportionate Share shall be reduced by the ratio that the Rentable Square Footage of the portion of the Premises so taken bears to the Rentable Square Footage of the Premises before such taking, effective as of the date when title vests in such governmental or quasi-governmental authority, and this Lease shall otherwise continue in full force and effect. Tenant shall have no claim against Landlord (or otherwise) as a result of such taking, and Tenant hereby agrees to make no claim against the condemning authority for any portion of the amount that may be awarded as compensation or damages as a result of such taking; provided, however, that Tenant may, to the extent allowed by law, claim an award for moving expenses and for the taking of any of Tenant's property (other than its leasehold interest in the Premises) which does not, under the terms of this Lease, become the property of Landlord at the termination hereof, as long as such claim is separate and distinct from any claim of Landlord and does not diminish Landlord's award. Tenant hereby assigns to Landlord any right and interest it may have in any award for its leasehold interest in the Premises.

XX. DEFAULT OF TENANT

20.1 **Events of Default.** Each of the following shall constitute an Event of Default: (i) Tenant fails to pay Rent within five (5) business days after notice from Landlord; provided that no such notice shall be required if at least two such notices shall have been given during the previous 12 months; (ii)

Tenant fails to observe or perform any other term, condition or covenant herein binding upon or obligating Tenant within 10 business days after notice from Landlord; provided, however, that if Landlord reasonably determines that such failure cannot be cured within said 10 business-day period, then Landlord may in its reasonable discretion extend the period to cure the default for up to an additional 20 business days provided Tenant has commenced to cure the default within the 10 business-day period and diligently pursues such cure to completion (notwithstanding the foregoing, if Landlord provides Tenant with notice of Tenant's failure to observe or perform any term, condition or covenant under this **Subsection (ii)** on two or more occasions during any 12 month period, then Tenant's subsequent violation shall, at Landlord's option, be deemed an Event of Default immediately upon the occurrence of such failure, regardless of whether Landlord provides Tenant notice, or Tenant has commenced the cure of the same); (iii) Tenant abandons or vacates the Premises or fails to take occupancy of the Premises within 90 days after the Commencement Date; (iv) Tenant fails to execute and return a subordination agreement or estoppel within the time periods provided for in **Article XXI** or **Section 24.4**; (v) Tenant makes or consents to a general assignment for the benefit of creditors or a common law composition of creditors, or a receiver of the Premises for all or substantially all of Tenant's assets is appointed; (vi) Tenant hereafter files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against Tenant and is not discharged by Tenant within 60 days; or (vii) Tenant fails to immediately remedy or discontinue any hazardous conditions which Tenant has created or permitted in violation of law or of this Lease. Any notice periods provided for under this **Section 20.1** shall run concurrently with any statutory notice periods and any notice given hereunder may be given simultaneously with or incorporated into any such statutory notice.

20.2 **Landlord's Remedies.** Upon the occurrence of an Event of Default, Landlord, at its option, without further notice or demand to Tenant, may, in addition to all other rights and remedies provided in this Lease, at law or in equity, elect one or more of the following remedies:

(a) Terminate this Lease, or terminate Tenant's right of possession to the Premises without terminating this Lease, and with or without reentering and repossessing the Premises. Upon any termination of this Lease, or upon any termination of Tenant's right of possession without termination of this Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord. If Tenant fails to surrender possession and vacate the Premises, Landlord and its Agents shall have full and free license to lawfully enter into and upon the Premises with or without process of law for the purpose of repossessing the Premises, removing Tenant and removing, storing or disposing of any and all Alterations, signs, personal property, equipment and other property therefrom. Landlord may take these actions without (i) being deemed guilty of trespass, eviction or forcible entry or detainer, (ii) incurring any liability for any damage resulting therefrom, for which Tenant hereby waives any right to claim, (iii) terminating this Lease (unless Landlord intends to do so), (iv) releasing Tenant or any Guarantor, in whole or in part, from any obligation under this Lease or any Guaranty thereof, including, without limitation, the obligation to pay Rent, Rental Deficiency (as defined herein) or Damages (as defined herein) or (v) relinquishing any other right given to Landlord hereunder or by operation of law;

(b) Recover one or more of the following: (i) unpaid Rent (whether accruing prior to, on or after the date of termination of this Lease or Tenant's right of possession and/or pursuant to the holdover provisions of **Section 22.2**), (ii) Rental Deficiency (as defined herein) or (iii) any Damages (as defined herein). As used in this **Section**, the terms used herein have the following definitions:

(i) "**Rental Deficiency**" means a contractual measure of damages for Tenant's non-payment of Rent measured by (A) for any period during which Landlord has relet the Premises "**Actual Rental Deficiency**", which means the difference (never less than zero) between (1) the Basic Rent due for, and other Rent allocable under this Lease to, each calendar month beginning with the

first month with respect to which Landlord receives rent from reletting the Premises and (2) the proceeds, if any, that Landlord actually collects from any substitute tenant for any part of the Premises in each corresponding month in which the Term and the term of the substitute tenant's lease overlap; or (B) for any period during which Landlord has not relet the Premises, "Market Rental Deficiency", which is the present value (determined using a discount rate of 7% per annum) of the difference (never less than zero) between (1) the total Rent which would have accrued to Landlord under this Lease for the remainder of the Term of this Lease (or such portion of the Term in which Landlord elects to recover this damage measure), if the terms of this Lease had been fully complied with by Tenant, and (2) the total fair market rental value of the Premises for the remainder of the Term of this Lease (or such portion of the Term in which Landlord elects to recover this damage measure). In determining the Market Rental Deficiency, the total fair market rental value will be the prevailing market rate for full service base rent for tenants of comparable quality for leases in buildings of comparable size, age, use location and quality in the marketplace in which the Project is located, taking into consideration the extent of the availability of space as large as the Premises in the marketplace.

(ii) "Damages" means all actual, damages, court costs, interest and reasonable attorneys' fees arising from Tenant's breach of this Lease, including, without limitation, (A) reletting costs, including, without limitation, the cost of restoring the Premises to the condition necessary to rent the Premises at the prevailing market rate, normal wear and tear excepted (including, without limitation, cleaning, decorating, repair and remodeling costs), brokerage fees, legal fees, advertising costs and the like); (B) Landlord's cost of recovering possession of the Premises; (C) the cost of removing, storing and disposing of any of Tenant's or other occupant's property left on the Premises after reentry; (D) any increase in insurance premiums caused by the vacancy of the Premises; (E) the amount of any unamortized improvements to the Premises in connection with this Lease paid for by Landlord as well as any portion of any Tenant work allowance which was not used to construct improvements to the Premises; (F) the amount of any unamortized brokerage commission paid by Landlord in connection with the leasing of the Premises to Tenant (except to the extent otherwise recovered by Landlord as Rental Deficiency, it being the intent that Landlord will not receive a double recovery of the amounts of any such unamortized improvements); (G) costs incurred in connection with collecting any money owed by Tenant or a substitute tenant; (H) any other sum of money or damages owed by Tenant to Landlord or incurred by Landlord as a result of or arising from, Tenant's breach of this Lease or Landlord's exercise of its rights and remedies for such breach; (I) any contractual or liquidated type or measures of damages specified in this Lease; and (J) any other type of measure of damages recoverable for any particular breach under applicable law, statute, ordinance or governmental rule or regulation. Landlord may file suit to recover any sums falling due under the terms of this Section 20.2(b) from time to time, and no delivery to or recovery by Landlord of any portion due Landlord hereunder shall be any defense in any action to recover any amount not theretofore reduced to judgment in favor of Landlord. Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

(c) If Landlord elects to terminate Tenant's right to possession of the Premises without terminating this Lease, Tenant shall continue to be liable for all Rent, Rental Deficiency and all other Damages, except to the extent otherwise provided under Section 20.3, and Landlord may (but shall not be obligated to) relet the Premises, or any part thereof, to a substitute tenant or tenants, for a period of time equal to or lesser or greater than the remainder of the Term of this Lease on whatever terms and conditions Landlord, at Landlord's sole discretion, deems advisable. Notwithstanding any provision in this Section 20.2(c) to the contrary, Landlord may (i) at any time after reletting the Premises elect to exercise its rights under Section 20.2(b) for such previous breach; and (ii) upon the default of any

substitute tenant or upon the expiration of the lease term of such substitute tenant before the expiration of the Term of this Lease, either relet to still another substitute tenant or exercise its rights under **Section 20.2(b)**. For the purpose of such reletting Landlord is authorized to decorate or to make any repairs, changes, alterations or additions in or to the Premises that may be necessary.

(d) Take any lawful self-help or judicial action, including using a master or duplicate key or changing or picking the locks and security devices, without having any civil or criminal liability therefor to (i) reenter the Premises, repossess the Premises and exclude Tenant and other occupants from the Premises, and/or (ii) make such payment or do such act as Landlord determines is necessary (without obligation to do so) to cure the Event of Default or otherwise satisfy Tenant's obligations under the terms of this Lease. Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in connection with the foregoing actions, which expenses shall bear interest until paid at the Interest Rate, and that Landlord shall not be liable for any damages resulting to Tenant from such actions.

(e) Withhold or suspend payment or performance that this Lease would otherwise require Landlord to pay or perform.

(f) If Tenant fails to pay Basic Rent and Landlord terminates this Lease or Tenant's right of possession with more than 12 months remaining in the Term, then in lieu of any other contractual or legal measure of damages for Tenant's non-payment of Basic Rent, recover liquidated rental damages for the period after any such termination equal to 12 times the monthly Rent, which the parties agree is a reasonable estimate of Landlord's damages for such a breach given the uncertainty of future market rental rates and the duration of any vacancy.

(g) No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. In addition to other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity.

20.3 **Mitigation of Damages.** Notwithstanding the foregoing, to the extent (but no further) Landlord is required by applicable law to mitigate damages, or is required by law to use efforts to do so, and such requirement cannot be lawfully and effectively waived (**it being the intention of Landlord and Tenant that Tenant waive and Tenant hereby waives such requirements to the maximum extent permitted by applicable law**), Tenant agrees that if Landlord markets the Premises in a manner substantially similar to the manner in which Landlord markets other space in the Building, then Landlord shall be deemed to have used commercially reasonable efforts to mitigate damages. Tenant shall continue to be liable for all Rent (whether accruing prior to, on or after the date of termination of this Lease or Tenant's right of possession and/or pursuant to the holdover provisions of **Section 22.2** below) and Damages, except to the extent that Tenant receives any credit against unpaid Rent under **Section 20.2(b)** or pleads and proves by clear and convincing evidence that Landlord fails to exercise commercially reasonable efforts to mitigate damages to the extent required under this **Section 20.3** and that Landlord's failure caused an avoidable and quantifiable increase in Landlord's damages for unpaid Rent. Without limitation to the foregoing, Landlord shall not be deemed to have failed to mitigate damages, or to have failed to use efforts required by law to do so, because: (i) Landlord leases other space in the Building which is vacant prior to re-letting the Premises; (ii) Landlord refuses to relet the Premises to any Related Entity of Tenant, or any principal of Tenant, or any Related Entity of such principal; (iii) Landlord refuses to relet the Premises to any person or entity whose creditworthiness is not acceptable to Landlord in the

exercise of its reasonable discretion; (iv) Landlord refuses to relet the Premises to any person or entity because the use proposed to be made of the Premises by such prospective tenant is not general office use of a type and nature consistent with that of the other tenants in the portions of the Building leased or held for lease for general office purposes as of the date Tenant defaults under this Lease (by way of illustration, but not limitation, call center or other high-density use, government offices, consular offices, doctor's offices or medical or dental clinics or laboratories, or schools would not be uses consistent with that of other tenants in the Building), or such use would, in Landlord's reasonable judgment, impose unreasonable or excessive demands upon the Building systems, equipment or facilities; (v) Landlord refuses to relet the Premises to any person or entity, or any affiliate of such person or entity, who has been engaged in litigation with Landlord or any of its affiliates; (vi) Landlord refuses to relet the Premises because the tenant or the terms and provisions of the proposed lease are not approved by the holders of any liens or security interests in the Building, or would cause Landlord to be in default of, or to be unable to perform any of its covenants or obligations under, any agreements between Landlord and any third party; (vii) Landlord refuses to relet the Premises because the proposed tenant is unwilling to execute and deliver Landlord's standard lease form or such tenant requires improvements to the Premises to be paid at Landlord's cost and expense; (viii) Landlord refuses to relet the Premises to a person or entity whose character or reputation, or the nature of such prospective tenant's business, would not be acceptable to Landlord in its reasonable discretion; (ix) Landlord refuses to expend any material sums of money to market the Premises in excess of the sums Landlord typically expends in connection with the marketing of other space in the Building. As used in this **Section 20.3**, an "affiliate" means a person or entity that controls, is controlled by, or is under common control with another person or entity.

20.4 **No Waiver.** If Landlord shall institute proceedings against Tenant and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any other covenant, condition or agreement herein contained, nor of any of Landlord's rights hereunder. No waiver by Landlord of any breach shall operate as a waiver of such covenant, condition or agreement itself, or of any subsequent breach thereof. No payment of Rent by Tenant or acceptance of Rent by Landlord shall operate as a waiver of any breach or default by Tenant under this Lease. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Rent herein stipulated shall be deemed to be other than a payment on account of the earliest unpaid Rent, nor shall any endorsement or statement on any check or communication accompanying a check for the payment of Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy provided in this Lease. No act, omission, reletting or re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of this Lease, shall be construed as an actual or constructive eviction of Tenant, or an election on the part of Landlord to terminate this Lease unless a written notice of such intention is given to Tenant by Landlord.

20.5 **Late Payment.** If Tenant fails to pay any Rent within 10 days after such Rent becomes due and payable, Tenant shall pay to Landlord a late charge of 10% of the amount of such overdue Rent. Such late charge shall be deemed Rent and shall be due and payable within two days after written demand from Landlord.

20.6 **Waiver of Redemption.** Tenant hereby waives, for itself and all persons claiming by and under Tenant, all rights and privileges which it might have under any present or future law to redeem the Premises or to continue this Lease after being dispossessed or ejected from the Premises.

20.7 **Landlord's Lien.** To secure the payment of all Rent due and to become due hereunder and the faithful performance of all the other covenants of this Lease required by Tenant to be performed, Tenant hereby gives to Landlord an express contract lien on and security interest in all property, chattels, or merchandise which may be placed in the Premises and also upon all proceeds of any insurance which

may accrue to Tenant by reason of damage to or destruction of any such property. **All exemption laws are hereby waived by Tenant.** This lien and security interest are given in addition to any Landlord's statutory lien(s) and shall be cumulative thereto. Tenant authorizes Landlord to execute and file Uniform Commercial Code financing statements relating to the aforesaid security interest. If an Event of Default occurs, then Landlord will be entitled to exercise any or all rights and remedies under the Uniform Commercial Code, this Lease or by law and may sell any of the property described above at a public or private sale upon 10 days' notice to Tenant, which notice Tenant stipulates is adequate and reasonable. Notwithstanding the foregoing provisions in this Section 20.7, Landlord agrees to subordinate this lien to any lien or security interest granted by Tenant to a third party lender for the purpose of securing financing and will execute, upon Tenant's request, Landlord's standard form of subordination agreement, or such other form acceptable to Landlord, in order to evidence the same.

XXI. MORTGAGES

This Lease is subject and subordinate to all ground or underlying leases (each a "Ground Lease") and to any mortgage, deed of trust, security interest, or title retention interest now or hereafter affecting the Land, Building or Project (each a "Mortgage") and to all renewals, modifications, consolidations, replacements and extensions thereof. This subordination shall be self-operative; however, in confirmation thereof, Tenant shall, within 10 days of receipt thereof, execute any commercially reasonable agreement that Landlord, any ground lessor under a Ground Lease ("Ground Lessor") or any holder of any note or obligation secured by a Mortgage (the "Mortgagee") may request confirming such subordination. Notwithstanding the foregoing, before any foreclosure sale under a Mortgage or termination of a Ground Lease, the Mortgagee or Ground Lessor, as applicable, shall have the right to subordinate the Mortgage or Ground Lease, as applicable, to this Lease, in which case, in the event of such foreclosure or termination, this Lease may continue in full force and effect and Tenant shall attorn to and recognize as its landlord, as applicable, the Ground Lessor or the purchaser at foreclosure of Landlord's interest under this Lease. Tenant shall, upon the request of a Mortgagee, Ground Lessor or purchaser at foreclosure, execute, acknowledge and deliver any commercially reasonable agreement that has for its purpose and effect the subordination of any Ground Lease or the lien of any Mortgage to this Lease or Tenant's attornment to such Ground Lessor or purchaser of Landlord's interest under this Lease, as applicable.

XXII. SURRENDER; HOLDING OVER

22.1 Surrender of the Premises. Tenant shall peaceably surrender the Premises to Landlord on the Expiration Date or earlier termination of this Lease, in broom-clean condition and in as good condition as when Tenant took possession, including, without limitation, the repair of any damage to the Premises or Project caused by the removal of any of Tenant's personal property, Alterations, the Generator, Exterior Signage or trade fixtures, except for reasonable wear and tear and loss by fire or other casualty (as provided for in Article XIX). Any trade fixtures, equipment (including, without limitation the Generator), furniture, inventory, effects, Exterior Signage and Alterations left on or in the Premises or the Project after the Expiration Date or earlier termination of this Lease will be deemed conclusively to have been abandoned and may be appropriated, removed, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account for them; and Tenant will pay Landlord for all actual documented expenses incurred in connection with the same, including, but not limited to, the costs of repairing any damage to the Premises or the Project caused by the removal of such property, except for reasonable wear and tear and loss by fire or other casualty (as provided for in Article XIX) Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

22.2 Holding Over. In the event that Tenant shall not immediately surrender the Premises to Landlord on the Expiration Date or earlier termination of this Lease, including removing all trade fixtures,

equipment, furniture, inventory, effects and Alterations from the Premises, Tenant shall be deemed to be a tenant-at-will pursuant to the terms and provisions of this Lease, except the daily Basic Rent shall be 150% of the daily Basic Rent in effect on the Expiration Date or earlier termination of this Lease (computed on the basis of a 30 day month) for the first 30 days of the holdover period, and thereafter the daily Basic Rent shall be twice the daily Basic Rent in effect on the Expiration Date or earlier termination of this Lease (computed on the basis of a 30 day month) . Notwithstanding the foregoing, if Tenant shall hold over after the Expiration Date or earlier termination of this Lease, and Landlord shall desire to regain possession of the Premises, then Landlord may forthwith re-enter and take possession of the Premises without process, or by any legal process provided under applicable state law. **If Landlord is unable to deliver possession of the Premises to a new tenant, or to perform improvements for a new tenant, as a result of Tenant's holdover for more than 15 days, Tenant shall be liable to Landlord for all damages, including, without limitation, special or consequential damages, that Landlord suffers from the holdover.**

XXIII. QUIET ENJOYMENT

Landlord covenants that if Tenant shall pay Rent and perform all of the terms and conditions of this Lease to be performed by Tenant, Tenant shall during the Term peaceably and quietly occupy and enjoy possession of the Premises without molestation or hindrance by Landlord or any party claiming through or under Landlord, subject to the provisions of this Lease, any restrictions and any Mortgage to which this Lease is subordinate.

XXIV. MISCELLANEOUS

24.1 No Representations by Landlord. Tenant acknowledges that neither Landlord nor its Agents nor any broker has made any representation or promise with respect to the Premises, the Project, the Land or the Common Area, except as herein expressly set forth, and no rights, privileges, easements or licenses are acquired by Tenant except as herein expressly set forth.

24.2 No Partnership. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between Landlord and Tenant other than that of landlord and tenant.

24.3 Brokers. Landlord recognizes Broker(s) as the sole broker(s) procuring this Lease and shall pay Broker(s) a commission therefor pursuant to a separate agreement between Broker(s) and Landlord. Landlord and Tenant each represents and warrants to the other that it has dealt with no broker, agent, finder or other person other than Broker(s) relating to this Lease. **Landlord shall indemnify and hold Tenant harmless, and Tenant shall indemnify and hold Landlord harmless, from and against any and all loss, costs, damages or expenses (including, without limitation, all attorneys' fees and disbursements) by reason of any claim of liability to or from any broker or person arising from or out of any breach of the indemnitor's representation and warranty.**

24.4 Estoppel Certificate. Tenant shall, without charge, at any time and from time to time, within 10 days after request therefor by Landlord, execute, acknowledge and deliver to Landlord a written estoppel certificate certifying, as of the date of such estoppel certificate, the following: (i) that this Lease is unmodified and in full force and effect (or if modified, that this Lease is in full force and effect as modified and setting forth such modifications); (ii) whether the Term has commenced (and, if it has, then setting forth the Commencement Date and Expiration Date); (iii) whether Tenant is presently occupying the Premises; (iv) the amounts of Basic Rent and Additional Rent currently due and payable by Tenant; (v) that any Tenant Work or Alterations required by this Lease to have been made by Landlord have been made to the satisfaction of Tenant (or specifying in detail any Tenant Work or Alterations that have not

been made to Tenant's satisfaction); (vi) that there are no existing set-offs, charges, liens, claims or defenses against the enforcement of any right hereunder, including, without limitation, Basic Rent or Additional Rent (or, if alleged, specifying the same in detail); (vii) that no Basic Rent has been paid more than 30 days in advance of its due date; (viii) that Tenant has no knowledge of any then uncured default by Landlord of its obligations under this Lease (or, if Tenant has such knowledge, specifying the same in detail); (ix) that Tenant is not in default; (x) that the address to which notices to Tenant should be sent is as set forth in this Lease (or, if not, specifying the correct address); and (xi) to the extent true, any other certifications reasonably requested by Landlord. In the event Tenant fails to deliver to Landlord an estoppel certificate as required by this Section within the specified 10-day period, Tenant shall be conclusively presumed to have adopted and affirmed the contents of the form of estoppel certificate delivered to Tenant by Landlord, and any prospective mortgagee, purchaser, or other third-party may rely on the accuracy of such estoppel certificate as if executed and affirmed by Tenant.

24.5 Waiver of Jury Trial. Landlord and Tenant each waive trial by jury in connection with proceedings or counterclaims brought by either of the parties against the other with respect to any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Premises.

24.6 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other, shall be in writing and shall be deemed effective either: (i) on the date personally delivered to the address set forth in **Article I**, as evidenced by written receipt for the same, whether or not actually received by the person to whom addressed; (ii) on the third business day after being sent, by certified or registered mail, return receipt requested, postage prepaid, addressed to the intended recipient at the address specified **Article I**; (iii) on the next succeeding business day after being deposited into the custody of a nationally recognized overnight delivery service such as Federal Express, addressed to such party at the address specified **Article I**; (iv) on the date delivered by facsimile to the respective numbers specified in **Article I**, provided confirmation of facsimile is received; or (v) on the date an electronic mail message with a pdf copy of the signed notice is delivered to the e-mail addresses specified in **Article I**; *provided, however*, that in the case of any notice delivered in accordance with items (iv) or (v) above, any such facsimile notice or e-mail notice shall be sent by one of the other permitted methods of providing notice (other than facsimile or e-mail notice) on the next succeeding business day. Landlord and Tenant may from time to time by written notice to the other designate another address for receipt of future notices.

24.7 Invalidity of Particular Provisions. If any provisions of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the full extent permitted by law.

24.8 Gender and Number. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number or gender as the context may require.

24.9 Benefit and Burden. Subject to the provisions of **Article X** and except as otherwise expressly provided, the provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, heirs, successors and assigns.

24.10 Entire Agreement. This Lease (which includes the Exhibits attached hereto) contains and embodies the entire agreement of the parties hereto, and no representations, inducements or agreements, oral or otherwise, between the parties not contained in this Lease shall be of any force or effect. This

Lease (other than the Rules and Regulations, which may be changed from time to time as provided herein) may not be modified, changed or terminated in whole or in part in any manner other than by an agreement in writing duly signed by Landlord and Tenant.

24.11 Authority. If Tenant signs as a corporation, limited liability company or partnership, the person executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is duly formed, validly existing, in good standing (with respect to a corporation or limited liability company), and qualified to do business in the state in which the Project is located, that Tenant has full power and authority to enter into this Lease and that he or she is authorized to execute this Lease on behalf of Tenant. Tenant further agrees that it shall provide Landlord with a secretary's certificate from the secretary of said corporation or limited liability company, if applicable, certifying as to the above in the form of **Exhibit D** attached hereto and made a part hereof, or, if Tenant is a partnership, it shall provide Landlord with a partnership authorization certifying as to the above in a form acceptable to Landlord. At the request of Landlord, Tenant shall provide to Landlord copies of Tenant's organizational documents and such incumbency certificate and minutes certified by an authorized representative of Tenant as being true, correct, and complete, as may be reasonably required to demonstrate that this Lease is binding upon and enforceable against Tenant.

24.12 Attorneys' Fees. If either Landlord or Tenant commences, engages in, or threatens to commence or engage in any legal action or proceeding against the other party (including, without limitation, litigation or arbitration) arising out of or in connection with this Lease, the Premises, or the Project (including, without limitation (a) the enforcement or interpretation of either party's rights or obligations under this Lease (whether in contract, tort, or both) or (b) the declaration of any rights or obligations under this Lease), the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, together with any costs and expenses, incurred in any such action or proceeding, including any attorneys' fees, costs, and expenses incurred on collection and on appeal.

24.13 Interpretation. This Lease is governed by the laws of the state in which the Project is located. Furthermore, this Lease shall not be construed against either party more or less favorably by reason of authorship or origin of language.

24.14 Limitation of Liability. **Neither Landlord nor its shareholders, partners, members, managers, directors, officers or employees, whether disclosed or undisclosed, shall have any personal liability under any provision of this Lease. If Landlord defaults in the performance of any of its obligations hereunder or otherwise, Tenant shall look solely to Landlord's equity, interest and rights in the Building for satisfaction of Tenant's remedies on account thereof, including, subject to the rights of any Mortgagee, Landlord's interest in the rents of the Building and any insurance proceeds payable to Landlord.** Before filing suit for an alleged default by Landlord, Tenant shall give Landlord and any Mortgagee(s) of whom Tenant has been notified, notice and a reasonable time to cure any alleged default. Landlord or any successor owner shall have the right to transfer and assign to a third party, in whole or part, all of its rights and obligations hereunder and in the Building and Land, and in such event, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease occurring thereafter, shall terminate as of the day of such sale, and thereupon all such liabilities and obligations shall be binding on the new owner.

24.15 Time of the Essence. Time is of the essence as to Tenant's obligations contained in this Lease.

24.16 Force Majeure. Landlord and Tenant (except with respect to the payment of Rent) shall not be chargeable with, liable for, or responsible to the other for anything or in any amount for any failure to perform or delay caused by: fire; earthquake; explosion; flood; hurricane; the elements; acts of God or

the public enemy; actions, restrictions, governmental authorities (permitting or inspection), governmental regulation of the sale of materials or supplies or the transportation thereof; war; invasion; insurrection; rebellion; riots; strikes or lockouts, inability to obtain necessary materials, goods, equipment, services, utilities or labor; or any other cause whether similar or dissimilar to the foregoing which is beyond the reasonable control of such party (collectively, "Events of Force Majeure"); and any such failure or delay due to said causes or any of them shall not be deemed to be a breach of or default in the performance of this Lease.

24.17 Headings. Captions and headings are for convenience of reference only.

24.18 Memorandum of Lease. Neither Landlord nor Tenant shall record this Lease or a memorandum thereof without the written consent of the other.

24.19 Intentionally Deleted.

24.20 Financial Reports. Prior to the execution of this Lease by Tenant and thereafter within 15 days after Landlord's request, but in no event more than twice per Lease Year, unless an Event of Default has occurred or such request is in connection with a sale or financing of the Project, in which event no such limitation shall apply. Tenant will furnish Tenant's most recent audited financial statements (including any notes to them) to Landlord, or, if no such audited statements have been prepared, such other financial statements (and notes to them) as may have been prepared by an independent certified public accountant, or, failing those, Tenant's internally prepared financial statements, certified by Tenant. Landlord will keep confidential any non-public, proprietary or confidential financial information regarding revenue, gross profit, net revenue, expenses, salaries, net profit, net loss, operating income, gross sales, assets, liabilities, or equity disclosed by Tenant to Landlord, in connection with the Lease (collectively, the "Confidential Information"). Landlord agrees to reveal such Confidential Information only to such Representatives (as defined in this **Section 24.20**) who need to know the Confidential Information and only to the extent to which such Representatives likewise agree to keep such information confidential. "Representatives" are defined as Landlord's affiliates and Landlord's and its affiliates' employees, officers, directors, partners, shareholders, members, attorneys, accountants, financial advisors, consultants, property management companies, actual and potential sources of debt and equity financing, and prospective purchasers. Landlord shall safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. The parties agree that the Confidential Information shall not include any information that (a) is or becomes generally available to the public other than as a result of Landlord's or its Representatives' act or omission in violation of the terms of this Agreement, (b) is obtained by Landlord or its Representatives on a non-confidential basis from a third party that was not, to Landlord's knowledge, legally or contractually restricted from disclosing such information; (c) was in Landlord's or its Representatives' possession, prior to Tenant's disclosure hereunder, provided that such information was lawfully received by Landlord and Landlord is under no duty of confidentiality with respect to that information; or (d) was or is independently developed by Landlord or its Representatives, without using any Confidential Information.

24.21 Landlord's Fees. Whenever Tenant requests Landlord to take any action or give any consent required or permitted under this Lease, Tenant will reimburse Landlord for all of Landlord's actual documented out-of-pocket costs incurred in reviewing the proposed action or consent, including, without limitation, attorneys', engineers' or architects' fees, within 10 days after Landlord's delivery to Tenant of a statement of such costs. Tenant will be obligated to make such reimbursement without regard to whether Landlord consents to any such proposed action.

24.22 Effectiveness. The furnishing of the form of this Lease shall not constitute an offer and this Lease shall become effective upon and only upon its execution by and delivery to each party hereto.

24.23 Light, Air or View Rights. Any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to or in the vicinity of the Building and Project shall not affect this Lease, abate any payment owed by Tenant hereunder or otherwise impose any liability on Landlord.

24.24 Special Damages. Under no circumstances whatsoever shall Landlord or Tenant ever be liable hereunder for consequential damages or special damages (except that Tenant shall be liable for consequential damages and special damages in connection with any holdover, as provided in Section 22.2).

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

24.26 Nondisclosure of Lease Terms. Tenant acknowledges and agrees that the terms of this Lease are confidential and constitute proprietary information of Landlord. Disclosure of the terms could adversely affect the ability of Landlord to negotiate other leases and impair Landlord's relationship with other tenants. Accordingly, Tenant agrees that it, and its Agents shall not intentionally or voluntarily disclose the terms and conditions of this Lease to any newspaper or other publication or any other tenant or apparent prospective tenant of the Building or the Project, without the prior written consent of Landlord, provided, however, that Tenant may disclose the terms to prospective subtenants or assignees under this Lease.

24.27 Joint and Several Obligations. If more than one person or entity executes this Lease as Tenant, their execution of this Lease will constitute their covenant and agreement that: (i) each of them is jointly and severally liable for the keeping, observing and performing of all of the terms, covenants, conditions, provisions and agreements of this Lease to be kept, observed and performed by Tenant; and (ii) the term "Tenant" as used in this Lease means and includes each of them jointly and severally. The act of or notice from, or the signature of any one or more of them, with respect to the tenancy of this Lease, including, but not limited to the exercise of any options hereunder, will be binding upon each and all of the persons executing this Lease as Tenant with the same force and effect as if each and all of them had so acted.

24.28 Anti-Terrorism. Tenant represents and warrants to and covenants with Landlord that (i) neither Tenant nor any of its owners or affiliates currently are, or shall be at any time during the term hereof, in violation of any laws relating to terrorism or money laundering (collectively, the "Anti-Terrorism Laws"), including without limitation Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and regulations of the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) related to Specially Designated Nationals and Blocked Persons (SDN's OFAC Regulations), and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "USA Patriot Act"); (ii) neither Tenant nor any of its owners, affiliates, investors, officers, directors, employees, vendors, subcontractors or agents is or shall be during the term hereof a "Prohibited Person" which is defined as follows: (1) a

person or entity owned or controlled by, affiliated with, or acting for or on behalf of, any person or entity that is identified as an SDN on the then-most current list published by OFAC at its official website, <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or at any replacement website or other replacement official publication of such list, and (2) a person or entity who is identified as or affiliated with a person or entity designated as a terrorist, or associated with terrorism or money laundering pursuant to regulations promulgated in connection with the USA Patriot Act; and (iii) Tenant has taken appropriate steps to understand its legal obligations under the Anti-Terrorism Laws and has implemented appropriate procedures to assure its continued compliance with such laws. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord, its officers, directors, agents and employees, from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing representations, warranties and covenants. At any time and from time-to-time during the term, Tenant shall deliver to Landlord within 10 days after receipt of a written request therefor, a written certification or such other evidence reasonably acceptable to Landlord evidencing and confirming Tenant's compliance with this paragraph.

24.29 Green Initiatives. The parties agree it is in their mutual best interest that the Building and Premises be operated and maintained in a manner that is environmentally responsible, fiscally prudent, and provides a safe and productive work environment. Accordingly, Tenant shall endeavor to conduct its operations in the Building and within the Premises to: (1) minimize to the extent reasonably feasible: (i) direct and indirect energy consumption and greenhouse gas emissions; (ii) water consumption; (iii) the amount of material entering the waste stream; and (iv) negative impacts upon the indoor air quality of the Building; and (2) permit the Building to achieve and maintain its LEED rating and an Energy Star label, to the extent applicable. Landlord shall endeavor to operate and maintain the Common Area to minimize, to the extent reasonably feasible: (i) direct and indirect energy consumption and greenhouse gas emissions; (ii) water consumption; (iii) the amount of material entering the waste stream; and (iv) negative impacts upon the indoor air quality of the Building. In addition, if requested by Landlord or a governmental entity having jurisdiction over the Premises, Tenant shall report to Landlord and such requesting entity the Tenant's utility usage and such other related information as may be requested within the time required by the governmental entity or such other reasonable time frame as may be requested by Landlord or, at Landlord's option, provide any written authorization or other documentation required for Landlord to request information regarding Tenant's utility usage with respect to the Premises directly from the applicable utility company.

XXV. RENEWAL OPTION

25.1 Grant. Provided (i) this Lease is in full force and effect, (ii) no material adverse change has occurred in Tenant's financial condition, and (iii) no Event of Default exists or would exist but for the pendency of any cure periods provided under Section 20.1, either on the date Tenant exercises its Renewal Option (as defined herein) or as of the effective date of the Renewal Term (as defined herein), Tenant may renew and extend the Term of this Lease for two (2) additional periods (each a "Renewal Option") of five (5) years each (each a "Renewal Term") by notice in writing delivered to Landlord between July 1, 2021 and September 30, 2021, with respect to first Renewal Term, and between July 1, 2026 and September 30, 2026, with respect to the second Renewal Term. All of the covenants, conditions and provisions of this Lease shall be applicable during each Renewal Term, except that the amount of Rent to be paid by the Tenant to Landlord during each Renewal Term ("Renewal Rent") shall be adjusted to reflect the then current Market Rental (as defined in Section 25.2) for similar space in comparable buildings in the northside of Indianapolis and Carmel submarkets. Such Market Rental shall be determined based on the factors set forth in Section 25.2 by a representative of the Tenant and a representative of the Landlord, provided that (a) in no event shall the Rent during the first Renewal Term or second Renewal Term be less than the amount being paid as of June 30, 2022, and June 30, 2027, respectively and (b) the parties' representatives shall agree upon a determination thereof by the

fifteenth (15th) business day after Landlord's receipt of Tenant's written notice of its exercise of the applicable Renewal Option (the "Mutual Determination Period"). If Landlord's and Tenant's representatives are unable to agree on the then current Market Rent within the Mutual Determination Period, as evidenced by a mutually executed amendment to this Lease formally extending the Term for the applicable Renewal Term and adjusting the Rent to the agreed Renewal Rent, then Tenant shall be deemed to have rescinded the exercise of the applicable Renewal Option, this **Article XXV** shall be null and void in all respects and Tenant shall vacate and surrender the Premises to Landlord in accordance with this Lease upon expiration of the initial Term or first Renewal Term, as applicable. In the event any date referenced in this **Section 25.1** falls on a day other than a business day, such date shall be deemed to be the next following business day.

25.2 Market Rent. As used in this Lease, "Market Rent" means the current market rental for a comparable lease of comparable premises in comparable buildings in the northside of Indianapolis and Carmel submarkets, taking into account the length of term, Base Rent, Base Year for Operating Expense Rental and Real Estate Tax Rental, free rent (if applicable), leasehold improvement allowances (if applicable), and all other factors relevant to a determination of the then current market rental for a comparable lease of comparable premises in comparable buildings in the northside of Indianapolis and Carmel submarkets.

25.3 Personal Option. The Renewal Options are personal with respect to ENVIGO RMS, INC. and any Related Entity to whom ENVIGO RMS, INC. assigns this Lease in accordance with **Section 10.4**. Any assignment or subletting other than to a Related Entity in accordance with **Section 10.4** shall automatically terminate ENVIGO RMS, INC.'s rights hereunder. Time is of the essence with respect to the provisions of this **Article XXV**.

XXVI. RIGHT OF FIRST REFUSAL

26.1 Grant. Provided (i) this Lease is in full force and effect, (ii) no material adverse change has occurred in Tenant's financial condition, and (iii) no Event of Default exists or would exist but for the pendency of any cure periods provided under **Section 20.1**, either on the date Tenant exercises its Right of First Refusal (as defined in this **Section 26.1**) or as of the time possession of such Right of First Refusal Space (as defined in this **Section 26.1**) is delivered to Tenant, Tenant shall have a recurring right of first refusal ("Right of First Refusal") through June 30, 2019 ("ROFR Expiration Date") to lease all space on the third (3rd) floor ("Right of First Refusal Space") as such Right of First Refusal Space becomes available for rent. If Landlord receives an offer prior to the ROFR Expiration Date that is acceptable to Landlord to lease any Right of First Refusal Space ("Proposal"), Landlord shall notify Tenant in writing promptly, and shall provide Tenant with a written notice ("Landlord's Notice") accompanied by a summary of all material terms of the Proposal, together with a form of lease amendment incorporating the terms of such Proposal for Tenant's acceptance or rejection. Such Right of First Refusal shall be subject to and subordinate to all options and rights of existing tenants as of the Date of Lease, as well as the right of Landlord to renew or extend the term of (a) any current lease or sublease of any tenant, subtenant or other occupant of any Right of First Refusal Space as of the Date of Lease (whether or not the renewal or extension is on the exact terms contained in such tenant's lease or consummated pursuant to a lease amendment or a new lease and regardless of whether such lease or sublease contained a written renewal option); and (b) any lease or sublease of Right of First Refusal Space entered into after Tenant refused (or was deemed to have refused) to exercise its Right of First Refusal with respect to such Right of First Refusal Space (regardless of whether the renewal or extension is consummated pursuant to a lease amendment or a new lease and regardless of whether such lease or sublease contained a written renewal option). Notwithstanding the foregoing, with respect to any Proposal for Right of First Refusal Space, Landlord shall only be obligated to deliver a Landlord's Notice, and Tenant shall only have a Right of First Refusal with respect to the applicable Right of First

Refusal Space, if the Proposal covers only all or a portion of the Right of First Refusal Space and no other space within the Project in addition thereto. Except as expressly provided in Landlord's Notice, Tenant shall accept any Right of First Refusal Space in its "**as is**" condition as of the date of any election to lease such space hereunder.

26.2 **Exercise.** Tenant shall exercise its Right of First Refusal by execution and delivery to Landlord of the lease amendment submitted by Landlord (with such reasonable modifications thereto, if any, as may be proposed by Tenant and accepted by Landlord), within ten (10) business days after Tenant's receipt of Landlord's Notice. All space taken under the terms of the Right of First Refusal shall be on identical terms and conditions to those of the Proposal, including base rent rate, base year for Operating Expenses and Real Estate Taxes, increase in Tenant's Proportionate Share, and any allowances for tenant improvements to the Right of First Refusal Space (provided that if Tenant prefers a lesser or greater build-out allowance, Landlord will make an appropriate adjustment in the base rent rate). Tenant's failure to so execute a lease amendment within said time period shall constitute a rejection of its Right of First Refusal, and Landlord shall thereupon be entitled to lease the Right of First Refusal Space to the original lease offeror free of Tenant's rights hereunder. In the event Landlord does not execute a lease for the Right of First Refusal Space referenced in Landlord's Notice to Tenant within 120 days after delivery of such Landlord's Notice, or if the Net Effective Rent (as defined in this **Section 26.2**) in the proposed lease for the Right of First Refusal Space would be less than 90% of the Net Effective Rent disclosed in the Landlord's Notice, then Landlord may not enter into such lease with respect to the Right of First Refusal Space without first offering again such space to Tenant in accordance with the terms of this **Article XXVI**. "**Net Effective Rent**" means the present value of the total base rental (exclusive of all forms of Additional Rent, including, but not limited to, Real Estate Tax Rental and Operating Expense Rental) payable by the proposed tenant, less all amounts payable by Landlord in connection with the negotiation and execution of the proposed lease, including, but not limited to, any tenant finish work allowances, the cost of any tenant improvement work to be performed by Landlord, any legal fees and real estate brokerage commissions for the proposed new lease, any free or abated rent, any rent credits, or any other monetary concessions to the prospective tenant effectively reducing the base rental to be received by Landlord under the proposed lease.

26.3 **Holdover.** Landlord shall not be liable for the failure to give possession of any Right of First Refusal Space to Tenant by reason of the unauthorized holding over or retention of possession by any other tenant or occupant thereof, and no such failure shall impair the validity of this Lease or extend the Term thereof.

26.7 **Personal Option.** The Right of First Refusal is personal with respect to ENVIGO RMS, INC. and any Related Entity to whom ENVIGO RMS, INC. assigns this Lease in accordance with **Section 10.4**. Any assignment or subletting other than to a Related Entity in accordance with **Section 10.4** shall automatically terminate ENVIGO RMS, INC.'s rights under this **Article XXVI**.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Date of Lease.

LANDLORD:

LAKE POINTE TENANT, LLC,
a Delaware limited liability company

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

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

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

pk By: Steven A. Waters
Name: Steven A. Waters
Title: SECRETARY

Date: April 6, 2017

TENANT:

ENVIGO RMS, INC.,
an Indiana corporation

By: Joseph Bardi
Name: Joseph Bardi
Title: CFO, North America

Date: March 30, 2017

SIGNATURE PAGE

EXHIBIT A-1

PLAN SHOWING PREMISES

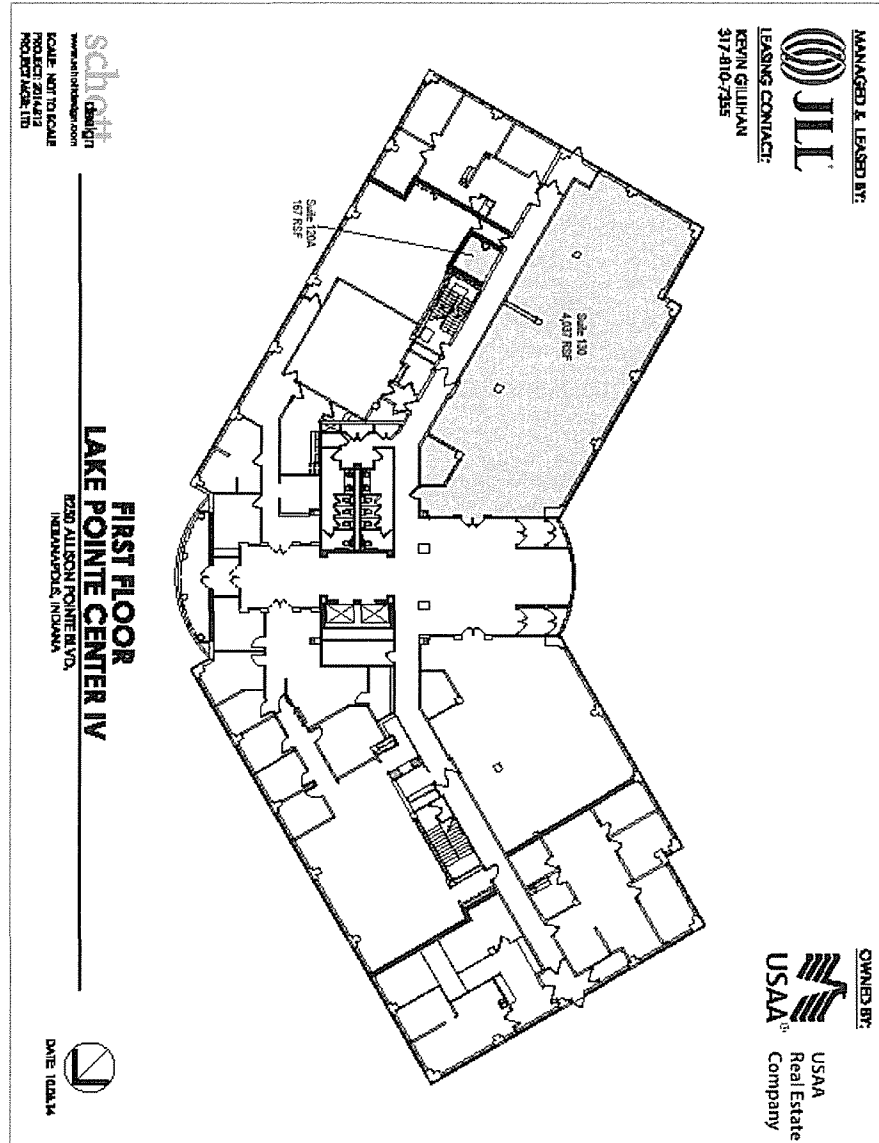


EXHIBIT A-1

OFFICE LEASE
Lake Pointe Center IV – ENVIGO RMS, INC.

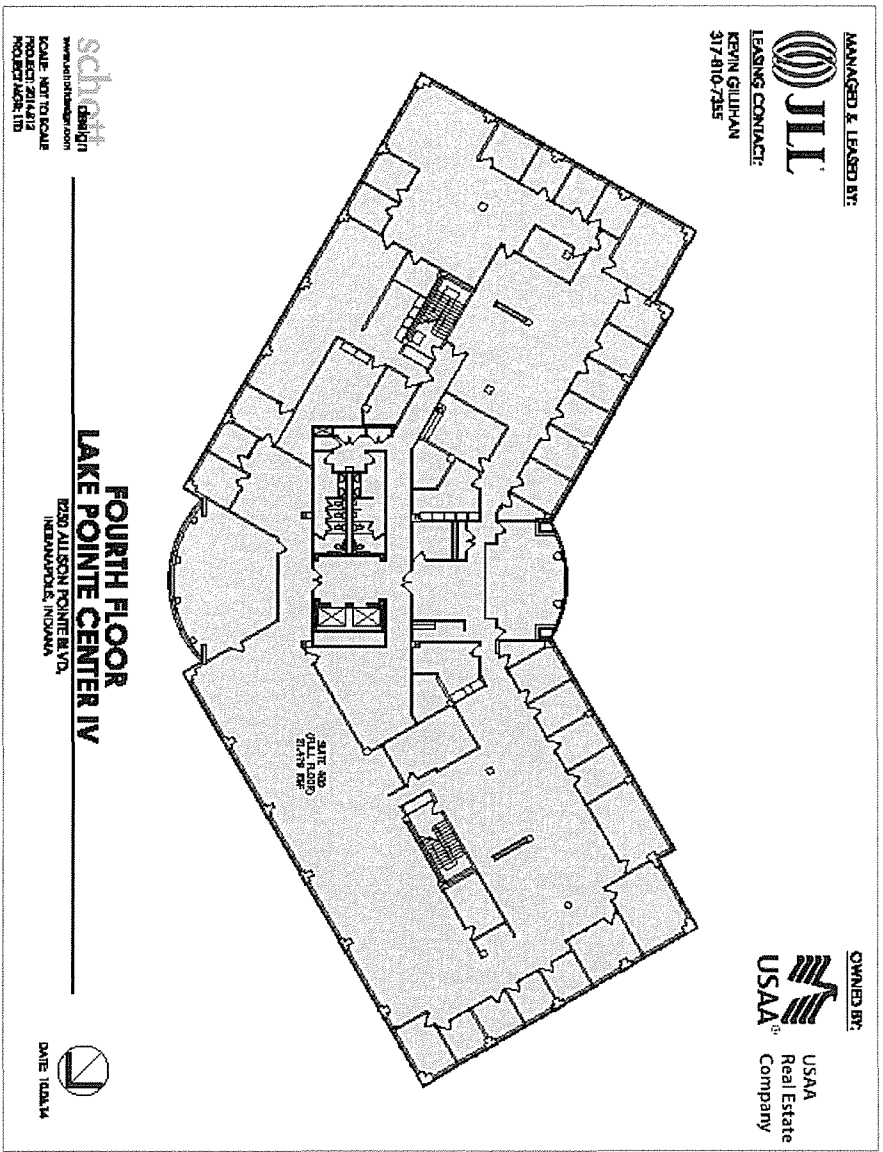


EXHIBIT A-1

EXHIBIT A-2

LEGAL DESCRIPTION OF LAND

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 No. 87-105141 in the Office of the Recorder of Marion County, Indiana (the next seven 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 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 58 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 401.44 feet to a curve having a radius of 100.00 feet, the radius point of which bears South 00 degrees 38 minutes 30 seconds East; (6) thence Southwesterly along said curve, 82.98 feet to a point which bears North 48 degrees 11 minutes 15 seconds West 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 North 48 degrees 11 minutes 15 seconds West; (7) thence Southwesterly along said curve, 82.98 feet to the POINT OF BEGINNING, which point bears South 00 degrees 38 minutes 30 seconds East from said radius point; thence South 00 degrees 38 minutes 30 seconds East 473.16 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 385.13 feet to a point which bears North 89 degrees 11 minutes 38 seconds East 734.61 feet from the Southwest corner of said North Half Quarter Section; thence North 00 degrees 38 minutes 30 seconds West 315.15 feet; thence North 64 degrees 13 minutes 35 seconds East 39.25 feet to a curve having a radius of 81.00 feet, the radius point of which bears North 25 degrees 46 minutes 25 seconds West; thence Northeasterly along said curve, 91.71 feet to a point which bears North 89 degrees 21 minutes 30 seconds East from said radius point; thence North 00 degrees 38 minutes 30 seconds West 144.11 feet; thence North 89 degrees 21 minutes 30 seconds East 206.18 feet to a point on the Westerly right-of-way line of said Allison Pointe Boulevard, which point is on a curve having a radius of 100.00 feet, the radius point of which bears North 74 degrees 52 minutes 51 seconds East; thence Southeasterly along said curve 131.81 feet to the POINT OF BEGINNING.

EXHIBIT A-2

EXHIBIT B

DESCRIPTION OF TENANT WORK

Drywall/Paint

1. Suite 400 and Suite 130 - All existing wallcovering to be removed and prepped along with prepping painted walls for new paint. Workstation and any affixed furniture to be painted around and VWC removed as far behind as possible. Each painted wall to get 2 coats of standard latex paint, with up to 4 different accent colors beyond the main color.

Flooring

2. Suite 400 and Suite 130 - All existing flooring to be demo'd, including all carpet and ceramic tile (except for restrooms).
3. Suite 400 and Suite 130 – Installation of new carpet tile using Tier IV Carpet Products from Milliken.
4. Suite 400 and Suite 130 - Wall base to be 4" vinyl cove base in all rooms.
5. Suite 400 and Suite 130 - Tenant shall be responsible for removal or relocation of all needed items (excluding furniture and office equipment) to allow work to be performed unhindered. Tenant to remove files from file cabinets and materials from book shelves.

Plumbing

6. 4th Floor - Provide new urinal in men's restroom to replace the right side existing urinal.

Mechanical

7. Suite 400 - Test CFM from existing HVAC distribution system to be reworked as required to meet the requirements of the lease by adjusting dampers and/or adding diffusers, and relocating thermostats where needed. Six (6) temperature sensors will be supplied to measure and document temperature readings.

Miscellaneous

8. Any new appliances (refrigerators, vending equipment, microwaves, coffee makers, dishwashers, etc.) to be supplied by Tenant.
9. Any voice and data, A/V, or security work is not included.
10. Suite 130 - Landlord to provide a window film cover on windows facing lobby.

EXHIBIT C

RULES AND REGULATIONS

1. No part or the whole of the sidewalks, plaza areas, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls of the Project shall be obstructed or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Premises. Tenant shall not have access to the roof of the Building, unless accompanied by a representative of Landlord.
2. No equipment, furnishings, personal property or fixtures shall be placed on any balcony of the Building without first obtaining Landlord's written consent. No awnings or other projections shall be attached to the exterior walls of the Building. No skylight, window, door or transom of the Building shall be covered or obstructed by Tenant, and no window shade, blind, curtain, screen, storm window, awning or other material shall be installed or placed on any window or in any window of the Premises except as approved in writing by Landlord. If Landlord has installed or hereafter installs any shade, blind or curtain in the Premises, Tenant shall not remove the same without first obtaining Landlord's written consent thereto.
3. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the Common Area.
4. Tenant shall not place or permit its Agents to place any trash or other objects anywhere within the Project (other than within the Premises) without first obtaining Landlord's written consent.
5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish bags or other substances (including, without limitation, coffee grounds) shall be thrown therein.
6. Tenant shall not mark, paint, drill into or in any way deface any part of the Project or the Premises. No boring, cutting or stringing of wires shall be permitted.
7. No cooking shall be done or permitted in the Building by Tenant or its Agents except that Tenant may install and use microwave ovens. Tenant shall not cause or permit any unusual or objectionable odors to emanate from the Premises.
8. The Premises shall not be used for the manufacturing or storage of merchandise.
9. Tenant shall not make or permit any unseemly or disturbing noises or disturb or interfere with other tenants or occupants of the Project or neighboring buildings or premises by the use of any musical instrument, radio, television set, other audio device, unmusical noise, whistling, singing or in any other way.
10. Nothing shall be thrown out of any doors, windows or skylights or down any passageways.
11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Premises, nor shall any changes be made in locks or the mechanism thereof without prior notice to and the approval of Landlord. Tenant shall, upon the termination of its Lease, return to Landlord all keys to the Premises and other areas furnished to, or otherwise procured by, Tenant. In the

event of the loss of any such keys or card keys, as applicable, Tenant shall pay Landlord the cost of replacement keys.

12. Tenant shall not use or occupy or permit any portion of the Premises to be used or occupied as an employment bureau or for the storage, manufacture or sale of liquor, narcotics or drugs. Tenant shall not engage or pay any employees in the Building except those actually working for Tenant in the Building, and Tenant shall not advertise for non-clerical employees giving the Building as an address. The Premises shall not be used, or permitted to be used, for lodging or sleeping or for any immoral or illegal purpose.

13. Landlord reserves the right to control and operate the Common Area in such manner as it deems best for the benefit of the Project tenants. Landlord may exclude from all or a part of the Common Area at all hours, other than during Normal Business Hours, all unauthorized persons. "Normal Business Hours" shall be deemed to be between the hours of 6:00 A.M. and 7:00 P.M. Monday through Friday and between the hours of 7:00 A.M. and 12:00 P.M. Saturday, but excluding Building holidays. Tenant shall be responsible for all visitors, invitees, agents and employees of Tenant who enter the Building and Project on Building holidays and during other than Normal Business Hours and shall be liable to Landlord for all acts of such persons.

14. Tenant shall have the responsibility for the security of the Premises and, before closing and leaving the Premises at any time, Tenant shall see that all entrance doors are locked and all lights and office equipment within the Premises are turned off, and Landlord shall have no responsibility relating thereto. Landlord will not be responsible for any lost or stolen personal property, equipment, money or jewelry from Tenant's area or Common Areas regardless of whether such loss occurs when the area is locked against entry or not.

15. Requests and requirements of Tenant shall be attended to only upon application at the office of Landlord, which, until otherwise directed by Landlord, shall be made via email to the property management team at teresa.wright@am.jll.com and jessica.reed@am.jll.com or via telephone to the maintenance request line at 317-810-7524. Project employees shall not be required to perform any work outside of their regular duties unless under specific instructions from Landlord.

16. Vending, canvassing, soliciting and peddling in the Building are prohibited, and Tenant shall cooperate in seeking their prevention.

17. In connection with the delivery or receipt of merchandise, freight or other matter, no hand trucks or other means of conveyance shall be permitted, except those equipped with rubber tires, rubber side guards or such other safeguards as Landlord may require.

18. No animals of any kind shall be brought into or kept about the Building by Tenant or its Agents, except seeing eye dogs for the visually impaired.

19. No vending machines shall be permitted to be placed or installed in any part of the Project by Tenant without the permission of Landlord. Landlord reserves the right to place or install vending machines in the Project (other than in the Premises).

20. Tenant shall not allow in the Premises, on a regular basis, more than one person for each two hundred fifty (250) leasable square feet of the Premises.

21. So that the Building may be kept in a good state of cleanliness, Tenant shall permit only Landlord's employees and contractors to clean its Premises unless prior thereto Landlord otherwise

consents in writing. Tenant shall provide adequate waste and rubbish receptacles, cabinets, bookcases, map cases, etc. necessary to prevent unreasonable hardship to Landlord in discharging its obligation regarding cleaning service.

22. Tenant shall keep the windows and doors of the Premises (including, without limitation, those opening on corridors and all doors between any room designed to receive heating or air conditioning service and room(s) not designed to receive such service) closed while the heating or air conditioning system is operating in order to minimize the energy used by, and to conserve the effectiveness of, such systems.

23. The elevator designated for freight by Landlord will be available for use by all tenants in the Building during the hours and pursuant to such procedures as Landlord may determine from time to time. The persons employed to move Tenant's equipment, material, furniture or other property in or out of the Building must be acceptable to Landlord. The moving company must be a locally recognized professional mover, whose primary business is the performing of relocation services, and must be bonded and fully insured. A certificate or other verification of such insurance must be received and approved by Landlord prior to the start of any moving operations. Insurance must be sufficient in Landlord's sole opinion, to cover all personal liability, theft or damage to the Project, including, but not limited to, floor coverings, doors, walls, elevators, stairs, foliage and landscaping. Special care must be taken to prevent damage to foliage and landscaping during adverse weather. All moving operations will be conducted at such times and in such a manner as Landlord will direct, and all moving will take place during non-business hours unless Landlord agrees in writing otherwise. Tenant will be responsible for the provision of Building security during all moving operations, and will be liable for all losses and damages sustained by any party as a result of the failure to supply adequate security. Except for the Generator and Tenant Operating Equipment existing in the Premises at the same location in which situated on the Date of Lease, Landlord will have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects will, if considered necessary by Landlord, stand on wood strips of such thickness as is necessary properly to distribute the weight. Landlord will not be responsible for loss of or damage to any such property from any cause, and all damage done to the Building by moving or maintaining such property will be repaired at the expense of Tenant. Landlord reserves the right to inspect all such property to be brought into the Building and to exclude from the Building all such property which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. Supplies, goods, materials, packages, furniture and all other items of every kind delivered to or taken from the Premises will be delivered or removed through the entrance and route designated by Landlord, and Landlord will not be responsible for the loss or damage of any such property unless such loss or damage results from the negligence of Landlord or its Agents.

24. A directory of the Building will be provided for the display of the name and location of tenants only and such reasonable number of the principal officers and employees of tenants as Landlord in its sole discretion approves, but Landlord will not in any event be obligated to furnish more than one (1) directory strip for each 2,500 square feet of Rentable Area in the Premises. Any additional name(s) which Tenant desires to place in such directory must first be approved by Landlord, and if so approved, Tenant will pay to Landlord a charge, set by Landlord, for each such additional name. All entries on the building directory display will conform to standards and style set by Landlord in its sole discretion. Except as otherwise provided in Article XIII, space on any exterior signage will be provided in Landlord's sole discretion.

25. Except to the extent provided otherwise in Article XVII of the Lease, neither Landlord nor any operator of the Parking Facilities within the Project, as the same are designated and modified by Landlord, in its sole discretion, from time to time will be liable for loss of or damage to any vehicle or

any contents of such vehicle or accessories to any such vehicle, or any property left in any of the Parking Facilities, resulting from fire, theft, vandalism, accident, conduct of other users of the Parking Facilities and other persons, or any other casualty or cause. Further, Tenant understands and agrees that: (i) Landlord will not be obligated to provide any traffic control, security protection or operator for the Parking Facilities; (ii) Tenant uses the Parking Facilities at its own risk; and (iii) Landlord will not be liable for personal injury or death, or theft, loss of or damage to property.

26. Tenant (including Tenant's Agents) will use the Parking Facilities solely for the purpose of parking passenger model cars, small vans and small trucks and will comply in all respects with any rules and regulations that may be promulgated by Landlord from time to time with respect to the Parking Facilities. The Parking Facilities may be used by Tenant or its Agents for occasional overnight parking of vehicles. Tenant will, and will cause its Agents to, remove any vehicle parked in any of the Parking Facilities if it is not in proper repair or is leaking excessive amounts of oil or grease or any amount of gasoline. If any of the Parking Facilities are at any time used: (i) for any purpose other than parking as provided above; (ii) in any way or manner reasonably objectionable to Landlord; or (iii) by Tenant after default by Tenant under the Lease, Landlord, in addition to any other rights otherwise available to Landlord, may consider such default an Event of Default under the Lease.

27. Tenant's right to use the Parking Facilities will be in common with other tenants of the Project and with other parties permitted by Landlord to use the Parking Facilities. Landlord reserves the right to assign and reassign, from time to time, particular parking spaces for use by persons selected by Landlord provided that Tenant's rights under the Lease are preserved. Landlord will not be liable to Tenant for any unavailability of Tenant's designated spaces, if any, nor will any unavailability entitle Tenant to any refund, deduction, or allowance. Tenant will not park in any numbered space or any space designated as: RESERVED, HANDICAPPED, VISITORS ONLY, or LIMITED TIME PARKING (or similar designation).

28. If the Parking Facilities are damaged or destroyed, or if the use of the Parking Facilities is limited or prohibited by any governmental authority, or the use or operation of the Parking Facilities is limited or prevented by strikes or other labor difficulties or other causes beyond Landlord's control, Tenant's inability to use the Parking Facilities will not subject Landlord or any operator of the Parking Facilities to any liability to Tenant and will not relieve Tenant of any of its obligations under the Lease and the Lease will remain in full force and effect.

29. Tenant has no right to assign or sublicense any of its rights in the Parking Facilities, except as part of a permitted assignment or sublease of the Lease.

30. Tenant shall cooperate with Landlord in keeping its Premises neat and clean.

31. Smoking of cigarettes, pipes, cigars or any other substance is prohibited at all times within the Premises, elevators, common area restrooms and any other interior common area of the Building or Project.

32. If required by Landlord, each tenant is required to participate in the Building's recycling or other trash management program, as well as any green initiatives that may be in effect from time to time. This includes compliance with all instructions from the Building's recycling or other vendor which Landlord shall distribute to each tenant from time to time. Each tenant shall store all trash and garbage within its premises or in such other areas specifically designated by Landlord. No materials shall be placed in the trash boxes or receptacles in the Building unless such materials may be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage and will not result in a violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be only

through entryways and elevators provided for such purposes and at such times as Landlord shall designate.

33. These Rules and Regulations are in addition to, and shall be construed to modify and amend the terms, covenants, agreements and conditions of the Lease; provided, however, in the event of any inconsistency between the terms and provisions of the Lease and the terms and provisions of these Rules and Regulations, the terms and provisions of the Lease shall control.

34. Tenant shall give Landlord prompt notice of any accidents to or known defects in the water pipes, gas pipes, electric lights and fixtures, heating apparatus, or any other service equipment.

35. Tenant and its Agents shall not bring into the Building or keep on the Premises any bicycle or other vehicle without the written consent of Landlord.

36. Landlord reserves the right to amend these Rules and Regulations and to make such other and further reasonable Rules and Regulations as, in its judgment, may from time to time be needed and desirable.

37. Tenant will refer all contractors, contractors' representatives and installation technicians rendering any service for Tenant to Landlord for Landlord's supervision and/or approval before performance of any such contractual services, which approval shall not be unreasonably withheld, conditioned or delayed. This shall apply to all work performed in the Building, including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, and installations of any and every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building. None of this work will be done by Tenant without first obtaining Landlord's written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

EXHIBIT D

SECRETARY'S CERTIFICATE

The undersigned, as secretary of ENVIGO RMS, INC., an Indiana corporation (the "Company") named below, certifies that a meeting of the board of directors of the Company, was convened by telephone on March 17, 2017 at 9:30 A.M. EST time in which a quorum of the directors were present and acting throughout, the following resolutions were unanimously adopted and are still in force and effect:

RESOLVED that the president, the vice president or other authorized officer of the Company shall be authorized to execute a lease for office space on behalf of the Company and/or to guarantee performance of a lease for office space, described below:

Date of Lease: April 6, 2017
Landlord: Lake Pointe Tenant, LLC
Tenant: ENVIGO RMS, INC.
Guarantor: N/A
Suite Number: 400, 120 and 130
Building Address: 8520 Allison Pointe Blvd.
Indianapolis, Indiana 46205

RESOLVED FURTHER, that the president, vice president or other authorized officer is authorized on behalf of the Company to execute and deliver to Landlord all instruments reasonably necessary for the Lease. Landlord is entitled to rely upon the above resolutions until the board of directors of the Company revokes or alters same in written form, certified by the secretary of the Company, and delivers same, certified mail, return receipt requested, to Landlord. The Company is duly organized and is in good standing under the laws of the State of Indiana. The undersigned further certifies that on the meeting date referred to above, the names and respective titles of the officers of the Company were as follows:

<u>Name</u>	<u>Title</u>
Adrian Hardy	CEO
Mike Caulfield	President
Patricia Henahan	Vice-President

WITNESS MY HAND this 20 day of March, 2017.

ENVIGO RMS, INC.,
an Indiana corporation

[Signature]
Signature of Secretary of Company

Mark Bibi
Name of Secretary

This instrument was acknowledged before me on the 20th day of March, 20 17
by Mark Bibi, Secretary of ENVIGO RMS, INC., an Indiana corporation, on its behalf.

Karen McClatchey
Notary Public for the State of New Jersey
Name of Notary: Karen McClatchey
My Commission Expires: 3-29-18

EXHIBIT E

CONFIRMATION OF COMMENCEMENT DATE

THIS CONFIRMATION OF COMMENCEMENT DATE is entered into this ____ day of _____, 20__, by and between LAKE POINTE TENANT LLC, a Delaware limited liability company, as successor-in-interest to Lake Pointe Fee Owner LLC, an Indiana limited liability company, under that certain Master Lease Agreement dated August 18, 2014 ("Landlord"), and ENVIGO RMS, INC., an Indiana corporation, ("Tenant").

Landlord and Tenant entered into an Office Lease dated _____ (the "Lease") for approximately 25,683 Rentable Square Feet known as Suites 400, 120 and 130 located on the first and fourth floors (collectively, the "Premises") of the building known as Lake Pointe Center IV located at 8520 Allison Pointe Boulevard, Indianapolis, Indiana 46250.

In consideration of the foregoing, the parties hereto hereby mutually agree as follows:

1. Landlord and Tenant hereby agree that:
 - a. The Commencement Date of the Lease is April 16, 2017.
 - b. The Expiration Date of the Lease is June 30, 2022.
2. Tenant hereby confirms that:
 - a. it has accepted possession of the Premises pursuant to the terms of the Lease;
 - b. the Lease has not been modified, altered, or amended except as follows: _____; and
 - c. on the date hereof, the Lease is in full force and effect.
3. This Confirmation, and each and all of the provisions hereof shall inure to the benefit of, or bind, as the case may require, the parties hereto and their respective successors and assigns.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date first above-written.

LANDLORD:

LAKE POINTE TENANT, LLC,
a Delaware limited liability company

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

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

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

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

ENVIGO RMS, INC.,
an Indiana corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

FORM OF LETTER OF CREDIT

Bank Name
Bank Address
Bank Address
Bank Address
Bank Telephone

UNCONDITIONAL AND IRREVOCABLE LETTER OF CREDIT NO. _____

Applicant:

Beneficiary:

c/o USAA Real Estate Company
9830 Colonnade Boulevard, Suite 600
San Antonio, Texas 78230-2239
Attention: Head of Office Asset Management
Attention: General Counsel

Amount USD \$XX,XXX.xx, Thousand & 00/100 USD [12 month term]

Expiry at close of (Bank Name) business

We hereby issue in your favor this unconditional and irrevocable Letter of Credit No. which is available by payment with ourselves against presentation of your draft at sight drawn on (Bank Name) bearing the clause: "Drawn under credit No. of (Bank Name) " accompanied only by this original unconditional and irrevocable Letter of Credit and either of the following documents:

- (i) Beneficiary's signed and dated statement worded "This certifies that (Tenant Name) has committed an Event of Default as defined under the Lease dated (Date of Lease) , and any amendments thereto, between (Tenant Name) and (Beneficiary Name) ."; or
- (ii) Sixty (60) days prior to the expiry date hereunder, in the case of a renewal, Beneficiary's signed and dated statement worded " (Tenant Name) has not furnished (Beneficiary Name) a replacement unconditional and irrevocable Letter of Credit extending the expiry of this Letter of Credit in accordance with the terms of the Lease dated (Date of Lease) , and any amendments thereto, between (Tenant Name) and (Beneficiary Name) ."

There shall be no additional requirements for Beneficiary to receive payment hereunder. This unconditional and irrevocable Letter of Credit sets forth, in full, the terms of our understanding, and such undertaking shall not in any way be construed as an amendment or modification to any agreement between the Beneficiary and the Applicant.

EXHIBIT F

Partial and Multiple Drawings permitted.

This unconditional and irrevocable Letter of Credit shall inure to the benefit of and be binding upon the successors and assigns of (Bank Name) , (Tenant Name) , and (Beneficiary Name) .

Except so far as otherwise expressly stated, this unconditional irrevocable Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits" International Chamber of Commerce Publication No. 600 (2007 Revision).

Authorized Signature
Title

EXHIBIT G

LOCATION OF EXTERIOR SIGNAGE



EXHIBIT H

PLAN SHOWING RIGHT OF FIRST REFUSAL SPACE

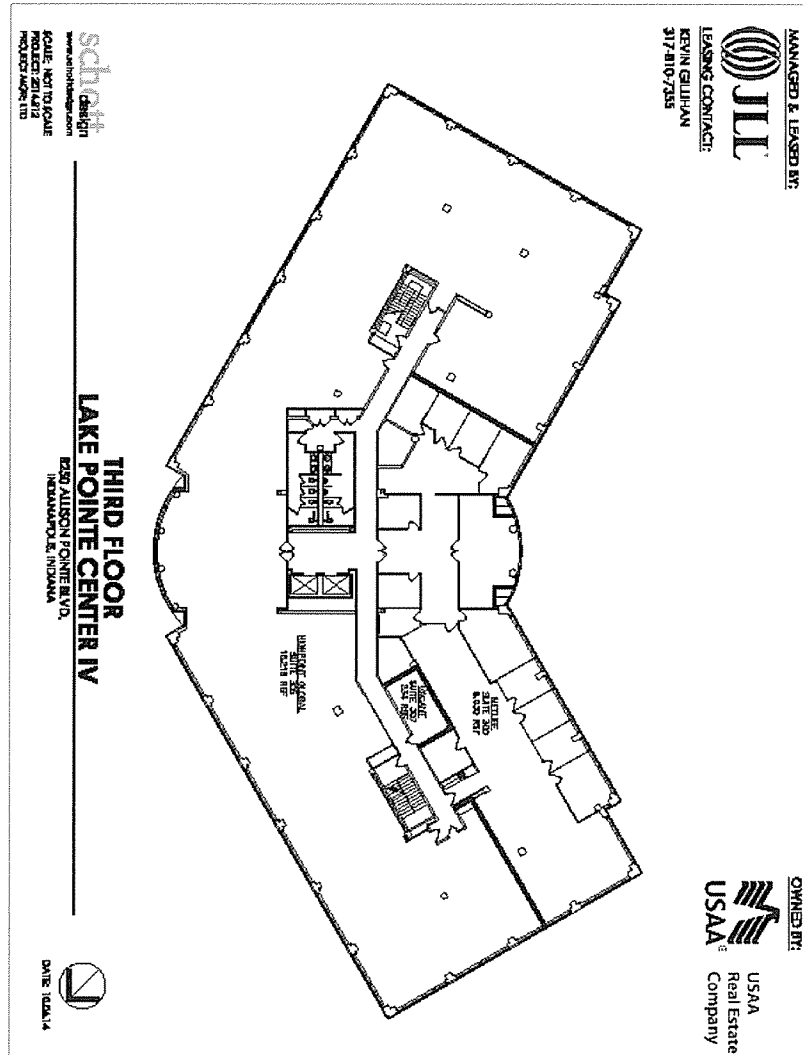


EXHIBIT H