SECOND AMENDMENT OF LEASE

THIS SECOND AMENDMENT OF LEASE ("Amendment") is made to be effective as of the 22nd day of October, 2024 by and between **G&I IX MJW LAKE POINTE III & IV LLC,** a Delaware limited liability company ("Landlord") and **THE WESTERN AND SOUTHERN LIFE INSURANCE COMPANY**, an Ohio corporation ("Tenant").

RECITALS:

A. Landlord, as successor-in-interest to Sun Life Assurance Company of Canada, and Tenant entered into that certain Office Lease dated October 15, 2013, as amended by First Amendment to Office Lase dated September 20, 2018 (as heretofore amended and assigned, the "Lease") demising to Tenant Suite 110 containing 3,829 square feet of rentable area (the "Premises") located in the office building known as "Lake Pointe IV" located at 8520 Allison Pointe Boulevard, Indianapolis, Indiana (the "Building");

B. The Term of the Lease is scheduled to expire on July 31, 2024;

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

AGREEMENTS:

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

1. **Extension of Lease Term.** The Term is hereby extended for a period commencing on August 1, 2024 (the "Extension Term Commencement Date") and continuing for a period of sixty (60) months until the "Extension Term Expiration Date" of July 31, 2029 (the period between the Extension Term Commencement Date and the Extension Term Expiration Date, the "Extension Term").

Landlord grants to Tenant an option to extend the Extension Term for one (1) additional period of five (5) years commencing at the expiration of the Extension Term (the "Additional Extension Term"), upon the same terms and conditions as herein set forth, provided that Tenant shall not be in default of any of Tenant's obligations under this Lease at the time such option is to be exercised. Should Tenant elect to exercise this option to extend, Tenant shall do so by written notice to Landlord at least nine (9) months prior to the scheduled expiration of the Extension Term. Within ten (10) days after Tenant gives Landlord written notice of exercise of the extension option, Landlord will provide Tenant with its calculation of Base Rent for the Additional Extension Term, and Tenant shall then have ten (10) days from receipt of Landlord's calculation to notify Landlord, in writing, that either (i) Tenant accepts Landlord's determination of Base Rent for the Additional Extension Term, in which case Tenant shall be obligated to renew the Lease at the rate determined by Landlord, (ii) Tenant does not accept Landlord's determination of Base Rent for the Additional Extension Term and withdraws the exercise of its renewal option, in which case Tenant's renewal rights hereunder shall be forever terminated, or (iii) Tenant does not accept Landlord's determination of Base Rent for the Additional Extension Term, but that Tenant still desires to exercise its renewal option, in which case, Landlord and Tenant shall attempt to resolve their differences within thirty (30) days after Landlord's receipt of Tenant's notice. In the event Landlord and Tenant do not resolve their differences regarding Base Rent for the Additional Extension Term within such **thirty (30)** day period, the determination of fair market rent shall be made as follows:

a. Landlord and Tenant shall each submit to each other its determination of Base Rent for the Additional Extension Term;

b. If Landlord's and Tenant's submissions are within five percent (5%) of each other, then Base Rent for the Additional Extension Term shall be the average of the two submissions; and

c. If Landlord's and Tenant's submissions are more than five percent (5%) apart, then the parties will submit their determinations of Base Rent for the Additional Extension Term in writing to a qualified and impartial person licensed in the State of Indiana as an MAI appraiser with at least five (5) years of experience in appraising the type of matters for which they are called on to appraise hereunder in the northside of Indianapolis and Keystone office market area (to be agreed upon by the parties within ten (10) days of the end of the thirty (30) day negotiation period) (the "Appraiser"). The Appraiser will choose one of the parties' determinations of Base Rent for the Additional Extension Term, and the Appraiser's choice will be binding on the parties. At any time before the Appraiser makes his determination, the parties may agree on Base Rent for the Additional Extension Term. The parties will split the cost of the Appraiser.

As used herein, "Base Rent for the Additional Extension Term" shall mean the then prevailing market rates for lease renewal transactions for similar space in comparable buildings in the applicable submarket, taking into account all relevant factors including, without limitation, prevailing market allowances and concessions, the lease term, the size of the space, the location of the buildings, the amenities offered at the buildings, the age of the buildings, and whether operating expenses and other pass-through expenses are on a triple net, base year, expense stop or other basis.

Notwithstanding anything to the contrary set forth in the Lease, the extension option set forth in this paragraph is personal to the Tenant entity named herein and Tenant shall have no other right or option to renew or extend the Term except as expressly provided herein.

2. **Condition of Premises.** Tenant is currently in possession of the Premises and acknowledges and agrees that the Premises are currently in good condition and repair and has accepted the same "as-is" and "with all faults", without any representations or warranties of any kind (including, without limitation, any express or implied warranties of merchantability, fitness or habitability). Landlord shall Substantially Complete (as defined in the Work Letter) the improvements to the Premises (the "Improvements") as identified on **Exhibit A** attached hereto and incorporated herein ("Work Letter").

Section 5.1(d) of the Lease is amended and restated as follows: All alterations, additions, fixtures and other affixed property within the Premises upon the expiration or earlier termination of the Term shall remain for the benefit of Landlord after the Term unless Landlord shall direct that the same be removed, in which event Tenant shall remove the same as provided in this Lease; provided, however, that any interior walls, wiring, and cabling within the Premises shall not be the responsibility of Tenant to remove. At the time that Tenant requests Landlord's consent to make alterations or additions to, or install fixtures in, the Premises, and simultaneously with Landlord's consent, if any, Landlord will advise in writing as to whether any such alterations, additions, fixtures and other affixed property will be required to be removed by Tenant at the expiration or earlier termination of the Lease. Upon such Landlord request, Tenant shall remove all alterations or additions which may have been made to the Premises by Tenant (except those which Landlord may designate in writing as not requiring removal or those involving interior walls, wiring, or cabling), as well as all fixtures, equipment, personal property and signage which may have been installed or placed therein or in the Building by or on behalf of Tenant, and Tenant shall repair any damage caused by the installation or removal of any such fixtures, equipment, personal property or signage and restore the Premises or other portion of the Building to its original condition, all in a good and workmanlike fashion as Landlord may direct. If Tenant shall not have removed all equipment, furniture, trade fixtures, or other personal property, whether owned by Tenant or other parties, as of the expiration or earlier termination of the Term, Landlord may (a) remove and store the same at the expense of Tenant or sell the same on behalf of Tenant at public or private sale in such manner as is commercially reasonable, with any proceeds thereof to be first applied to the costs and expenses, including attorney's fees, of the storage and sale and the payment of any amounts owed by Tenant under this Lease, or (b) treat the same as abandoned property and remove and claim or dispose of the same in such manner as Landlord may elect, all at the expense of Tenant.

3. **Rent Payment Modifications.**

A. *Base Rent.* Commencing as of the Extension Term Commencement Date, the Base Rent for the Premises shall be payable as follows:

Period	**Rate/sf**	**Monthly Rent**
8/1/2024 – 7/31/2025	$22.50	$7,179.38
8/1/2025 – 7/31/2026	$23.18	$7,396.35
8/1/2026 – 7/31/2027	$23.88	$7,619.71
8/1/2027 – 7/31/2028	$24.60	$7,849.45
8/1/2028 – 7/31/2029	$25.34	$8.085.57

B. *Additional Rent.* Effective as of the Extension Term Commencement Date, (i) Part II – Section 3.2(b(i) is amended to change the Base Year to calendar year 2024, and (iii) Tenant's Percentage as set forth in Part I – Cover Sheet shall be deemed to be 4.696% (3,829 rentable square feet in the Premises divided by 81,542 rentable square feet in the Building). Notwithstanding anything to the contrary, during the Extension Term, Tenant's Share of Operating Expenses (exclusive of Non-Controllable Operating Expenses) shall not increase by more than five percent (5%) per annum on a cumulative and compounding basis. As used herein, "Non-Controllable Operating Expenses" shall mean insurance premiums, snow and ice removal, utilities, the cost of complying with governmental regulations or modifications thereof, and labor costs, but only to the extent arising from the unionization of any service rendered at the Building or otherwise resulting from union wage increases.

4. **Insurance.**

A. Section 6.4 of the Lease is hereby amended and restated as follows:

6.4 **Landlord's Insurance**. Landlord shall insure the Property with special coverage/all-risk property insurance in an amount to cover 100% of the replacement costs against damage by fire and standard extended coverage perils, and shall carry public liability insurance, all in such reasonable amounts as would be carried by a prudent owner of a similar building in the area. Landlord may carry any other forms of insurance as it or its mortgagee may deem advisable. Insurance obtained by Landlord shall not be in lieu of any insurance required to be maintained by Tenant. Landlord shall not carry any insurance on Tenant's Property, and shall not be obligated to repair or replace any of Tenant's Property.

B. Section 7.5 of the Lease is hereby amended and restated as follows:

"7.5. **Tenant's Insurance.** Tenant shall obtain and keep in full force and effect at all times during the Lease Term the following insurance coverages relating to the Premises:

(a) Commercial General Liability. Insurance against loss or liability in connection with bodily injury, death, or property damage or destruction, occurring on or about the Premises under one or more policies of commercial general liability insurance. Each policy shall be written on an occurrence basis and contain coverage reasonably acceptable to Landlord. Each policy shall specifically include the Premises and all areas, including sidewalks and corridors, adjoining or appurtenant to the Premises. The insurance coverage shall be in an amount of not less than $1.0 million per occurrence limit, $2.0 million general aggregate limit per location, $1.0 million personal and advertising limit, and $500,000 damage to premises rented to you, with an Excess Limits (Umbrella) Policy in the amount of at least $1.0 million per occurrence and $1.0 million aggregate. Each policy shall provide at least the following extensions or endorsements, if available: (1) coverage for explosion, collapse, and underground damage hazards, when applicable; (2) contractual liability coverage to insure Tenant's indemnity obligations set forth in Section 7.4 of the Lease; (3) a cross liability or severability of interest extension or endorsement or equivalent so that if one insured files a claim against another insured under the policy, the policy affords coverage for the insured against whom the claim is made as if separate policies had been issued; (4) a knowledge of occurrence extension or endorsement so that knowledge of an occurrence by the agent, servant, or employee of the insured shall not in itself constitute knowledge by the insured, unless a managing general partner or an executive officer, as the case may be, shall have received the notice from the agent, servant, or employee; (5) a notice of occurrence extension or endorsement so that if the insured reports the occurrence of an accident to its workers' compensation carrier and the occurrence later develops into a liability claim, the failure to report the occurrence immediately to each or any other company when reported to the workers' compensation carrier shall not be deemed a violation of the other company's policy conditions; (6) an unintentional errors and omissions extension or endorsement so that failure of the insured to disclose hazards existing as of the inception date of the policy shall not prejudice the insured as to the coverage afforded by the policy, provided the failure or omission is not intentional; and (7) a blanket additional insured extension or endorsement or equivalent providing coverage for unspecified additional parties as their interest may appear with the insured.

(b) Automobile. Comprehensive automobile liability insurance on an occurrence basis in an amount of at least $1.0 million combined single limit. This policy shall cover owned, hired, and non-owned automobiles. The policy shall include cross-liability and severability of interests endorsements, if available.

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

(d) Workers' Compensation. Workers' compensation insurance in the amount required by law and employer's liability coverage of at least $500,000 bodily injury per accident, $500,000 for bodily injury by disease for each employee, and $500,000 bodily injury disease aggregate and covering all persons employed, directly, in connection with Tenant's business or the Tenant improvements or any future alterations.

(e) Business Interruption. Business income and extra expense insurance covering the risks to be insured by the special coverage/all risk property insurance described above, on an actual loss sustained basis for a period of at least twelve (12) months, but in all events in an amount sufficient to prevent Tenant from being a coinsurer of any loss covered under the applicable policy or policies.

(f) Other Insurance. Such other insurance as may be carried on the Premises and Tenant's operation of the Premises, as may be reasonably required by Landlord.

(g) Waivers of Recovery and Subrogation. Landlord and Tenant each expressly waive and release claims (and claim amount recovered) that they may have against the other or the other's employees, agents, or contractors for damage to its properties and loss of business (specifically including loss of rent by Landlord and business interruption by Tenant) as a result of the acts or omissions of the other party or the other party's employees, agents, or contractors (specifically including the negligence of either party or its employees, agents, or contractors and the intentional misconduct of the employees, agents, or contractors of either party), which claims are covered by the workers' compensation, employer's liability, property, rental income, business income, or extra expense insurance described in this Lease (or which would have been covered had the insurance required to be maintained hereunder been in full force and effect), or other property insurance that either party may carry at the time of an occurrence (and claim amount recovered). Landlord and Tenant shall each, on or before the earlier of the Lease Commencement Date or the date on which Tenant first enters the Premises for any purpose, obtain and keep in full force and effect a waiver of subrogation from its insurer concerning the workers' compensation, employer's liability, property, rental income, and business interruption insurance maintained by it for the Project and the property located in the Project.

Landlord shall not be responsible for, and Tenant releases and discharges Landlord and its agents (including its property management company) and employees from, and Tenant further waives any right of recovery from Landlord and its agents (including the property management company) and employees for, any loss for or from business interruption or loss of use of the Premises suffered by Tenant in connection with Tenant's use or occupancy of the Premises, TO THE EXTENT SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF LANDLORD.

All insurance policies required of Tenant under this Lease shall be: (1) in form reasonably satisfactory to Landlord; (2) written with insurance companies reasonably satisfactory to Landlord and having a policyholder rating of at least "A-" and a financial size category of at least "Class VIII" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies, and authorized to engage in the business of insurance in the State in which the Project is located; and (3) primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance required of Tenant. Any deductible maintained by Tenant shall be paid by Tenant from its assets, and Tenant represents that it has sufficient unencumbered assets to cover deductibles under its insurance policies. LANDLORD, ITS MEMBERS, MANAGERS, PARENT, AFFILIATES, SUBSIDIARIES AND RESPECTIVE SUCCESSORS AND ASSIGNS, AND ITS PROPERTY MANAGER AND ANY OTHER PARTIES DESIGNATED BY LANDLORD FROM TIME TO TIME (COLLECTIVELY THE "ADDITIONAL INSUREDS") SHALL BE NAMED AS ADDITIONAL INSUREDS ON EACH OF SAID LIABILITY POLICIES (EXCLUDING THE WORKER'S COMPENSATION POLICY). EACH OF SAID POLICIES SHALL ALSO INCLUDE AN ENDORSEMENT PROVIDING THAT LANDLORD SHALL RECEIVE THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF ANY CANCELLATION OR NONRENEWAL OF COVERAGE (EXCEPT THAT TEN (10) DAYS' NOTICE SHALL BE SUFFICIENT IN THE CASE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM). Regardless of carrier/agent notification to Landlord, Tenant shall provide Landlord with at least ten (10) days prior notice of any policy cancellation or material reduction in coverage limits or coverage amounts, with respect to any policy required of Tenant under this Lease. The minimum limits of insurance specified in this Section shall in no way limit or diminish Tenant's liability under this Lease. Tenant shall furnish to Landlord, not less than fifteen (15) days before the date the insurance is first required to be carried by Tenant, and thereafter at least fifteen (15) days before the expiration of each policy, evidence of insurance (on ACORD 25, ACORD 28 or other form reasonably acceptable to Landlord), and such other evidence of coverages as Landlord may reasonably request. In the event of failure by Tenant to maintain the insurance policies and coverages required by this Lease or to meet any of the insurance requirements of this Lease, Landlord, at its option, and without relieving Tenant of its obligations hereunder, may obtain said insurance policies and coverages or perform any other insurance obligation of Tenant, but all costs and expenses incurred by Landlord in obtaining such insurance or performing Tenant's insurance obligations shall be reimbursed by Tenant to Landlord, together with interest on same from the date any such cost or expense was paid by Landlord until reimbursed by Tenant, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of this Lease is subject."

5. **Signage**. Subject to Landlord's prior written approval not to be unreasonably withheld and subject to all necessary municipal approvals and applicable requirements, Tenant

shall have the right to cause Landlord, at Landlord's sole cost and expense, to install one (1) panel on each side of the existing monument sign at the Building.

6. **Right of First Offering.** Notwithstanding anything to the contrary, the Right of First Offering set forth in Section 17 of the First Amendment to Lease shall remain in force and effect during the Extension Term. Notwithstanding anything to the contrary set forth in the Lease, such Right of First Offering is personal to the Tenant entity named herein and Tenant shall have no other right of first offer or right of first refusal except as expressly provided herein

7. **Early Termination Option**. Notwithstanding anything herein to the contrary, and provided that Tenant shall not be in default of any of Tenant's obligations under this Lease at the time such option is to be exercised, Tenant shall have the one-time right to terminate this Lease (the "Termination Option"), to be effective upon the end of the thirty-sixth (36th) full month following the Extension Term Commencement Date (*i.e.*, July 31, 2027) provided that not less than three full calendar months prior to July 31, 2027, Tenant delivers to Landlord (i) written notice of such early termination and (ii) the early termination fee in the amount of Fifty Seven Thousand Three Hundred Sixty Four and 40/100 Dollars ($57,364.40) (the "Termination Fee"), which Termination Fee is based on the Termination Fee Calculation Schedule set forth on attached **Exhibit B**. Notwithstanding anything to the contrary set forth in the Lease, the early termination option set forth in this paragraph is personal to the Tenant entity named herein and Tenant shall have no other right or option to terminate the Term early except as expressly provided herein.

8. **Rules and Regulations.** The Rules and Regulations attached as Exhibit E to the Lease are hereby amended and restated in their entirety and replaced with **Exhibit C** attached to this Amendment in lieu thereof.

9. **Notices.** Landlord's mailing address for notices as set forth in the Lease is hereby deleted and replaced with the following in lieu thereof:

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

With a copy to:

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

and to the Building Manager:

M&J Wilkow Properties, LLC
Attn: General Manager
10401 N. Meridian Street, Mailbox #6
Indianapolis, IN 46290

Further, Tenant's Notice Address as set forth in the Lease is hereby deleted and replaced with the following in lieu thereof:

The Western and Southern Life Insurance Company
400 Broadway, MS 7
Cincinnati, Ohio 45202
Attention: Corporate Real Estate Services

With a Copy to: The Western and Southern Life Insurance Company
400 Broadway, MS 7
Cincinnati, Ohio 45202
Attention: Law Department

10. **OFAC**. Neither Landlord nor Tenant nor any of their respective affiliates, nor any individual, entity or organization holding any material ownership interest in the Landlord or Tenant, as applicable, is or will be (a) (i) designated on the List of Specially Designated Nationals ("SDNs") and Blocked Persons maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), (ii) owned in the aggregate 50% or more, or otherwise controlled, by SDNs, or (iii) organized, resident, or located in a country or territory subject to comprehensive or government-wide sanctions administered by OFAC ("Sanctioned Countries") (currently consisting of Cuba, Iran, North Korea, Syria, Venezuela, the Crimea region of Ukraine, the so-called Donetsk People's Republic region of Ukraine, and the so-called Luhansk People's Republic region of Ukraine) (such persons described in this clause (a), "Prohibited Persons"); (b) conducting any business or engaging in any transaction or dealing with any Sanctioned Country or Prohibited Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any such Prohibited Person; (b) engaging in dealings with countries and organizations designated under Section 311 of the USA PATRIOT Act as warranting special measures due to money laundering concerns; (c) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 dated September 24, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"; (d) a foreign shell bank or any person that a financial institution would be prohibited from transacting with under the USA PATRIOT Act; or (e) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in (i) sanctions laws administered by OFAC and the U.S. Department of State, (ii) any U.S. anti-money laundering law, (iii) the Foreign Corrupt Practices Act, (iv) the U.S. mail and wire fraud statutes, (v) the Travel Act, (vi) any similar or successor statutes or (vii) any regulations promulgated under the foregoing statutes. If at any time this representation becomes false then it shall be considered a default under this Lease and the non-defaulting party shall have the right to exercise all of the remedies set forth in this Lease including, without limitation, immediate termination of this Lease.

11. **Brokers.** Tenant and Landlord each represent and warrant to the other that it has not dealt with any real estate broker or consultant in connection with this Amendment other than Kevin Gillihan and Aby Zito of Jones Lang LaSalle Brokerage, Inc. ("Landlord's Broker"). Each party represents and warrants to the other party that, insofar as it knows, no broker or other person, other than Landlord's Broker, is entitled to any commission or fee in connection with the transactions contemplated by this Amendment. Each party shall indemnify and hold harmless the

other party against any loss, liability, damage or claim incurred by reason of any commission or fee alleged to be payable to anyone, other than Landlord's Broker, because of any act, omission or statement of the indemnifying party. Such indemnity obligation shall be deemed to include payment of reasonable attorneys' fees and court costs incurred in defending any such claim and shall survive the cancellation, termination or expiration of the Term of the Lease.

12. **Miscellaneous.**

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

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

(c) Except as required by applicable law, regulation or legal process, Tenant shall not disclose, publish or disseminate any terms or provisions of this Amendment, including without limitation to any present, past, future or prospective tenants of the Building, and shall keep same strictly confidential. In the event of a breach of this subparagraph, such breach shall constitute an event of default by Tenant and Landlord shall have the right to exercise such rights and remedies available to Landlord at law or in equity and the rights and remedies of Landlord as provided in the Lease.

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

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

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

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

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

LANDLORD:

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

By: M & J LP Investors LLC,
its operating manager

By: M & J LP Manager, Inc.,
its manager

By: ______________________________
Name: Marc R. Wilkow
Title: President

TENANT:

THE WESTERN AND SOUTHERN LIFE INSURANCE COMPANY, an Ohio corporation

By: Linda M. Lake

Name: Linda M. Lake

Title: Sr. Vice President

By: ______________________________

Name: Jeffrey L. Stainton

Title: Vice President

EXHIBIT A

WORK LETTER

This Work Letter shall set forth the terms and conditions relating to the construction of improvements within the Premises. All references in this Work Letter to Articles or Sections of "this Lease" shall mean the relevant portions of the Lease/Amendment to which this Work Letter is attached as Exhibit A, and all references in this Work Letter to Sections of "this Work Letter" shall mean the relevant portions of this Work Letter. All capitalized terms appearing in this Work letter shall have the same meaning as those appearing in the Lease, except as expressly modified herein.

1. **Condition of Premises**. Except as expressly provided in this Work Letter, Tenant agrees to accept the Premises in its present condition, "AS IS," with no obligation for Landlord to do or pay for any improvements.

2. **Improvements**. Landlord shall, at its expense, construct or install such improvements in the Premises pursuant to the plans and specifications attached as **Exhibit A-1** ("**Improvements**") which have been approved by Landlord and Tenant. Unless otherwise agreed and if applicable, the Improvements shall use Building standard materials (or comparable substitute materials designated by Landlord) in amount, type and quality; and Tenant shall promptly make any necessary selections. Any change orders shall be subject to Landlord's prior written approval and if approved shall be made at Tenant's sole cost and expense.

Any work performed by or on behalf of Tenant in addition to the Improvements ("**Additional Work**") shall be subject to Landlord's prior written consent and shall be constructed by or on behalf of Tenant, at Tenant's expense, pursuant to Section 4 of this Work Letter and the terms and conditions of the Lease in a manner that does not interfere with the Improvements and other work in the Building.

3. **Substantial Completion**. For purposes of this Work Letter, "**Substantial Completion**" means: (i) completion of the Improvements in the Premises except for Punch-List Items (defined below) which do not materially interfere with Tenant's use and occupancy of the Premises; and (ii) issuance of any necessary municipal certificate of occupancy, temporary certificate of occupancy, or their equivalent. The date on which the Improvements are substantially complete, is sometimes referred to herein as the "**Substantial Completion Date**." Upon notice from Landlord that the Improvements are Substantially Complete, the parties shall inspect the Premises and prepare a list of certain specified and enumerated minor items, the lack of completion of which (and the work required for the completion of which) will not interfere with Tenant's ability to occupy and use the Premises for Tenant's normal business purposes (herein referred to as the "**Punch-List**" and such items contained on the Punch-List hereinafter referred to as the "**Punch-List Items**"). Tenant agrees that, at the request of Landlord from time to time thereafter, Tenant will promptly furnish to Landlord revised Punch-Lists reflecting the completion of any prior Punch-List Items. If the Punch-List or any revised Punch-List consists only of items which would not materially impair Tenant's use or occupancy of the Premises for its intended purpose, then, in such event, the work shall be deemed to be Substantially Complete and Tenant will acknowledge in writing that the Initial Improvements are Substantially Complete and accept possession of the Premises; provided, however, that such acknowledgement of acceptance shall not relieve Landlord of its obligation to promptly complete all Punch-List Items. At any time after the Substantial Completion Date, Landlord may enter the Premises to complete Punch-List Items, and any such entry by Landlord or its agents, employees or contractors for such purposes shall

not constitute an actual or constructive eviction, or entitle Tenant to any abatement of Rent, or relieve Tenant from any obligation under the Lease, or impose any liability upon Landlord or its agents. Upon Substantial Completion, the Improvements shall be deemed by Tenant to be satisfactorily completed except to the extent noted in the Punch-List.

4. **Access By Tenant**. Landlord, at Landlord's discretion, may permit Tenant and Tenant's agents and contractors to enter the Premises prior to completion of the Improvements in order to make the Premises ready for Tenant's use and occupancy. If Landlord permits such entry prior to completion of the Improvements, then such permission is conditioned upon Tenant and Tenant's agents, contractors, workmen, mechanics, suppliers and invitees working in harmony and not interfering with Landlord and Landlord's contractors in doing the Improvements or with other tenants and occupants of the Building. If at any time such entry shall cause or threaten to cause such disharmony or interference, Landlord shall have the right to withdraw such permission upon twenty-four (24) hours oral or written notice to Tenant. Tenant agrees that any such entry into the Premises shall be deemed to be under all of the terms, covenants, conditions and provisions of the Lease (including, without limitation, all insurance requirements), except as to the covenant to pay Rent thereunder, and further agrees that Landlord shall not be liable in any way for any injury, loss or damage which may occur to any items of work constructed by Tenant or to other property of Tenant that may be placed in the Premises prior to completion of the Improvements, the same being at Tenant's sole risk.

Tenant shall conduct its labor relations and relations with Tenant's contractors in a manner calculated to avoid strikes, picketing, and boycotts of, on, or about the Premises or Building. If any Tenant's contractors or their employees strike, or if picket lines or boycotts or other visible activities of a similar nature that are objectionable to Landlord are established, conducted, or carried out against Tenant, Tenant's contractors, or their respective employees, agents, subcontractors, or suppliers, in or about the Premises or Building, Tenant shall immediately cease any activities resulting in such strike, picket lines, boycotts, or activities, and close the Premises to such contractor(s) and the employees thereof until the dispute has been settled.

5. **Temporary Space**. During the completion of the Improvements, Landlord shall provide to Tenant, at no additional cost, temporary space on the 3rd floor of the Building as generally depicted on Exhibit A-2 attached hereto (the "Temporary Space"). The Temporary Space shall be provided in in its present condition, "AS IS," without any representations or warranties of any kind (including, without limitation, any express or implied warranties of merchantability, fitness or habitability) and with no obligation for Landlord to do or pay for any improvements thereto; provided, however, that Landlord will provide general services, including janitorial services, consistent with current practices for the Premises. Tenant may utilize offices and furniture currently located in the Temporary Space. Landlord shall provide Tenant with not less than twenty-four (24) hours' prior written notice of accessing the Temporary Space for the purposes of showing the same to any prospective tenants or purchasers of the Building.

6. **Miscellaneous**. The terms and provisions of this Work Letter are intended to supplement and are specifically subject to all the terms and provisions of the Lease. This Work Letter may not be amended or modified except in a writing signed by Landlord and Tenant. In no event shall any rights of Tenant hereunder be transferable or assignable to any party except to a permitted assignee of all of Tenant's rights under the Lease. All sums due hereunder from Tenant shall be deemed Additional Rent for purposes of the Lease, and upon any default hereunder, Landlord shall have all of the rights and remedies provided for in the Lease as well as all remedies otherwise available to Landlord, including, without limitation, the right to suspend any work or payments provided for hereunder or to withhold delivery of possession of the Premises until any

such default is cured. This Work Letter shall not create a contractual relationship of any kind with, nor any rights in favor of, any third party. Except as otherwise agreed in the Lease or any amendment thereof, this Work Letter shall not apply to any space hereafter added to the Premises, nor to any extension or renewal of the Lease, whether pursuant to any option or right under the Lease or otherwise.

EXHIBIT A-1

IMPROVEMENTS

All deviations from the attached specifications and plans must be approved by The Western and Southern Life Insurance Company, by Stew Morr, Director, Corporate Real Estate Services, 400 Broadway (MS-7), Cincinnati, OH, 45202. Phone: (513) 361-7735, Fax: (513) 361-7789, email: Stew.Morr@westernsouthernlife.com or Laurel Gibson, Director, Facilities Planning & Projects Phone: (513) 361-7772, email: Laurel.Gibson@westernsouthernlife.com.

Premise Improvements (Landlord Work)

Landlord to provide full turnkey delivery of the following premise improvements at its sole cost and expense, including but not limited to any required drawings, permits, fees including management, construction management, supervision, etc. **Refer to attached plan set for details on the following improvements:**

1. Reconfigure wall between Rooms 104 & 107 and remove part of wall in Room 101.

2. Close transaction window in Room 101.

3. Replace cabinets, countertop, paper towel dispenser and plumbing fixtures in Room 113 per tenant specifications.

4. Install A/V back boxes for monitors in Rooms 104, 105, 106 & 107 per tenant specifications.

5. Remove all wallcoverings and chair rails, skim coat where necessary, prep and paint walls throughout suite per tenant specifications. All marker/bulletin boards, literature rack, etc. to be removed and disposed of and replaced by landlord as specified by tenant.

6. Replace all carpet and vinyl cove base throughout premises per tenant specifications. Add LVP in Rooms 112 & 113. All furniture and equipment to be moved by landlord as necessary.

7. Replace all overhead lighting with LED fixtures per tenant specifications.

8. Add floor junction boxes for electrical and data connections in Rooms 101, 105 & 106.

9. Add vent in door and ventilation system in Room 111.

10. Relocate MetaPlex signage from Room 101 to Room 102.

11. Install sound masking system in Rooms 101, 102 & 106 per tenant specifications. Sound control to be located in Room 111.

12. Add fire extinguisher cabinet in Room 106.

13. In connection with ceiling tiles, and as part of the "turn-key", Landlord will replace the mismatched and/or damaged ceiling tiles with the current building standard tiles that are currently in place.

Tenant shall remove some furniture from the Premises and some furniture will remain in the Premises per the attached drawing. Landlord will need to move furniture remaining in the space to complete construction.

GENERAL NOTES- FURNITURE PLAN

- ALL QUESTIONS REGARDING FURNITURE ARE TO BE DIRECTED TO THE CORPORATE REAL ESTATE SERVICES OR FACILITIES PLANNING DEPARTMENT OF WESTERN SOUTHERN.
- ANY VARIATIONS FROM THIS PLAN TO BE APPROVED BY THE CORPORATE REAL ESTATE SERVICES DEPARTMENT OF WESTERN SOUTHERN.
- ALL FURNITURE, WORK STATIONS, AND OFFICE EQUIPMENT PROVIDED BY TENANT.
- ANY CRITICAL HOLD-TO DIMENSIONS ARE HIGHLIGHTED ON THIS PLAN.
- IDENTIFY FINISH LEAD TIMES IMMEDIATELY AND ORDER MATERIALS ACCORDINGLY.
- VERIFY THAT FINISH LEAD TIME CAN BE DELIVERED AND INSTALLED TO MEET THE MOVE IN DATE. ANY DELAYS OR ITEMS THAT AFFECT THE CONSTRUCTION SCHEDULE MUST BE BROUGHT TO THE ATTENTION OF THE CORPORATE REAL ESTATE SERVICES DEPARTMENT OF WESTERN SOUTHERN.

FURNITURE PLAN NOTES

1. LANDLORD OR CONTRACTOR TO FURNISH AND INSTALL MARKER BOARDS AND BULLETIN BOARDS WHERE INDICATED; ALL BOARDS TO BE MOUNTED 36" AFF TO BOTTOM OF BOARD.

(MB) MARKER BOARDS TO BE:
QUARTET INFINITY MAGNETIC WHITE GLASS BOARD (4'X6')
AVAILABLE AT OFFICE DEPOT #191027 (4'X6')
MOUNT HORIZONTALLY

(BB) BULLETIN BOARDS TO BE:
QUARTET CLASSIC CORK BULLETIN BOARD WITH ALUMINUM FRAME
AVAILABLE AT OFFICE DEPOT #919795 (4'X6') AND #919761 (3'X4')
MOUNT HORIZONTALLY

2. LANDLORD OR CONTRACTOR TO FURNISH AND INSTALL LITERATURE RACK, DOOR CHIME AND INTERIOR WALL SIGN

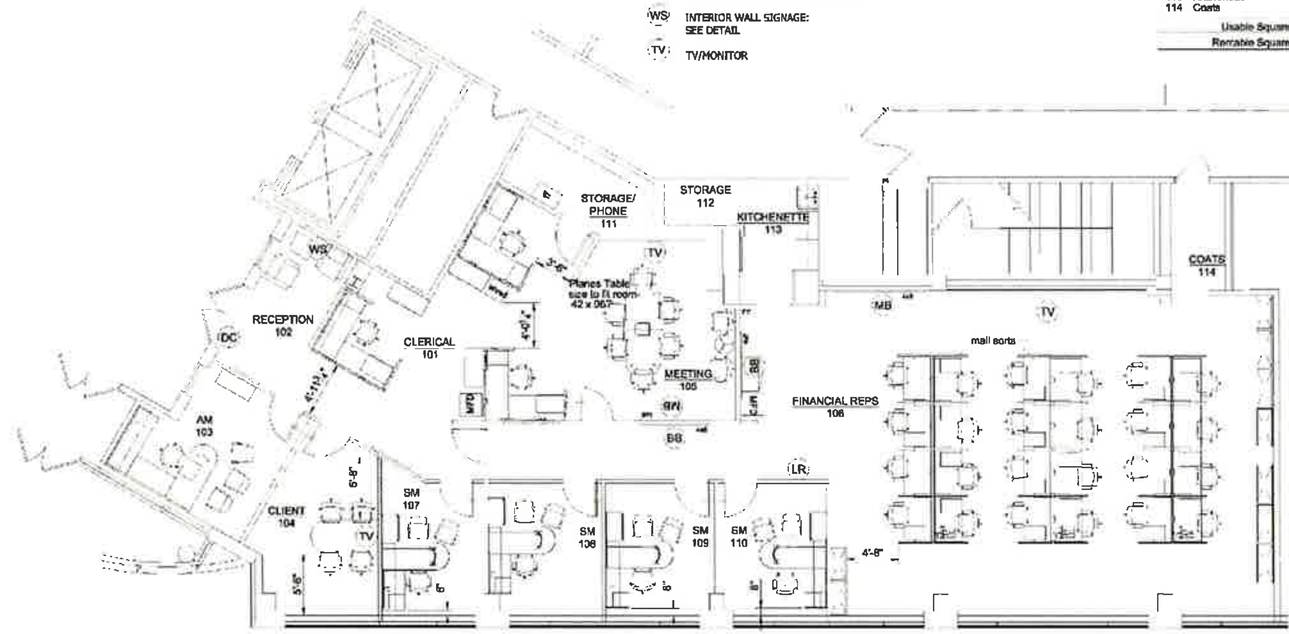
(LR) LITERATURE RACK TO BE:
SAFCO CLEAR LITERATURE MAGAZINE RACK 12 POCKETS WALL MOUNTED, AVAILABLE AT OFFICE DEPOT #146151 OR DEPENDING OF AVAILABILITY; INSTALL (2) SAFCO CLEAR LITERATURE MAGAZINE RACK 6 POCKETS INSTALLED ONE ABOVE EACH OTHER, AVAILABLE AT OFFICE DEPOT #146171

(DC) DOOR CHIME TO BE:
INSTALL DOOR CHIME NEAR SUITE ENTRY. CHIME AVAILABLE AT HOME DEPOT HEATH ZENITH SL-7368-02 OR EQUAL.

(WS) INTERIOR WALL SIGNAGE:
SEE DETAIL

(TV) TV/MONITOR

Room No.	Room Name
101	Clerical
102	Reception Area
103	Agency Manager
104	Client Room
105	Meeting Room
106	Representatives
107	Staff Manager
108	Staff Manager
109	Staff Manager
110	Staff Manager
111	Storage/Phone
112	Storage
113	Kitchenette
114	Coats
Usable Square Feet	3,207
Rentable Square Feet	



Western & Southern Financial Group

Corporate Real Estate

PROJECT: INDIANAPOLIS, IN

LOCATION
8520 ALLISON POINTE BLVD.
SUITE 110
INDIANAPOLIS, IN 46250

DESIGNER ALE
SCALE: NOT TO SCALE
DATE: 1/5/24
REVISIONS 2/13/24

A01

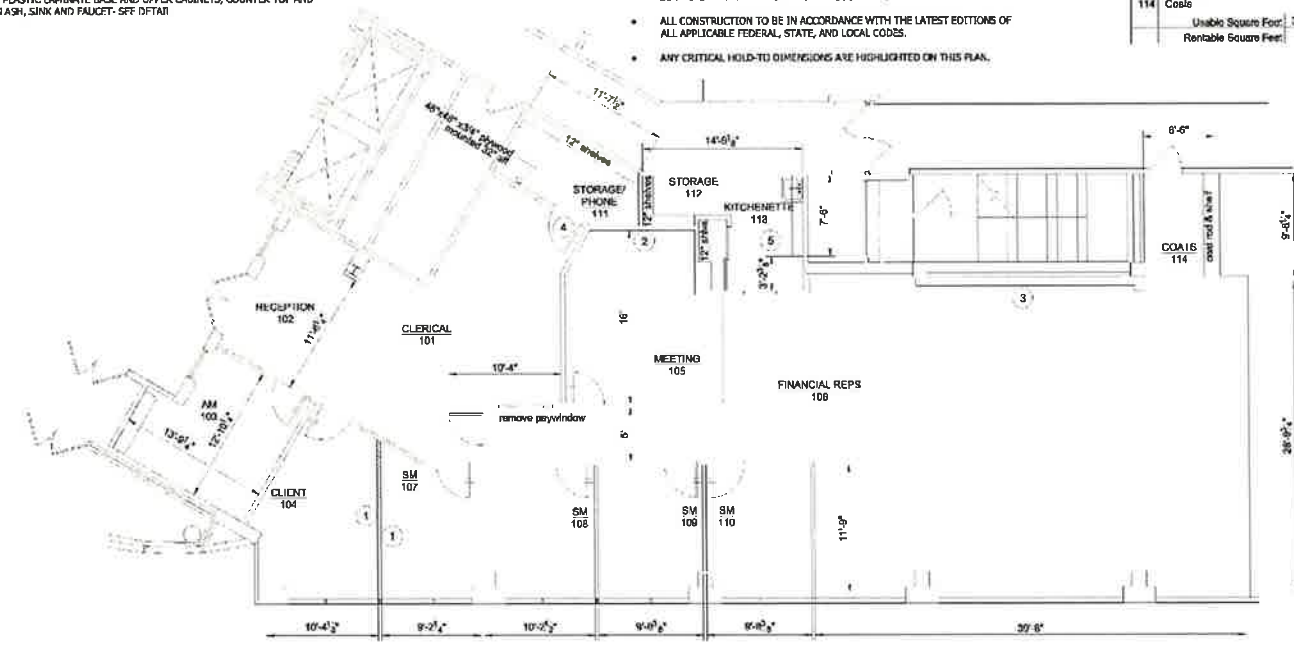
FLOOR PLAN KEY NOTES

1. CLIENT ROOM BACK BOX INSTALL @ 48" AFF FOR MONITOR- SEE DETAIL
2. MEETING ROOM BACK BOX INSTALL @ 54" AFF FOR MONITOR- SEE DETAIL
3. FINANCIAL REP BACK BOX INSTALL@ 64" AFF FOR MONITOR- SEE DETAIL
4. GRILL- INSTALL 18" X 18" GRILL IN DOOR- PAINT OR STAIN TO MATCH DOOR
5. INSTALL PLASTIC LAMINATE BASE AND UPPER CABINETS, COUNTER TOP AND BACK SPLASH, SINK AND FAUCET- SEE DETAIL

GENERAL NOTES- FLOOR PLAN

- ALL QUESTIONS REGARDING PLANS ARE TO BE DIRECTED TO THE CORPORATE REAL ESTATE SERVICES OR FACILITIES PLANNING DEPARTMENT OF WESTERN SOUTHERN.
- ANY VARIATIONS FROM THIS PLAN TO BE APPROVED BY THE CORPORATE REAL ESTATE SERVICES DEPARTMENT OF WESTERN SOUTHERN.
- ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES.
- ANY CRITICAL HOLD-TO DIMENSIONS ARE HIGHLIGHTED ON THIS PLAN.

Room No	Room Name
101	Clerical
102	Reception Area
103	Agency Manager
104	Client Room
105	Meeting Room
106	Representatives
107	Staff Manager
108	Staff Manager
109	Staff Manager
110	Staff Manager
111	Storage/Phone
112	Storage
113	Kitchenette
114	Coats
Usable Square Feet	3,297
Rentable Square Feet	



Western & Southern Financial Group

Corporate Real Estate

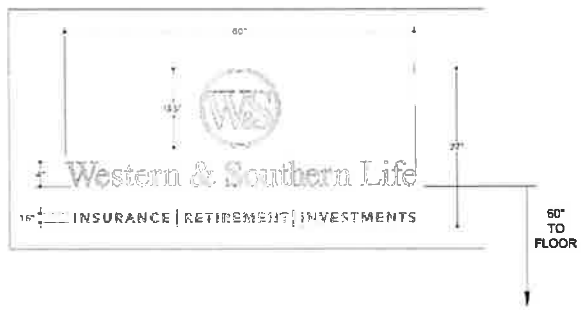
PROJECT: INDIANAPOLIS, IN

LOCATION: 8520 ALLISON POINTE BLVD. SUITE 110 INDIANAPOLIS, IN 46250

DESIGNER: ALE
SCALE: NOT TO SCALE
DATE: 1/5/24
REVISIONS: 2/23/24

A02

DWG PATH: I:\Autodesk\Field\Indianapolis, IN\INDIANAPOLIS, IN REFLRB_1221234\Autodesk\Field\Indianapolis, IN



INTERIOR WALL SIGNAGE ELEVATION

INTERIOR METAPLEX LETTERS
BRUSHED ALUMINUM LETTERING MOUNTED
TO WALL IN RECEPTION AREA-
NOT TO SCALE

Western & Southern Financial Group

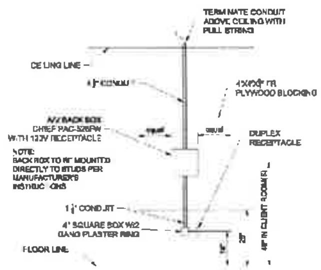
Corporate Real Estate

PROJECT: **INDIANAPOLIS, IN**

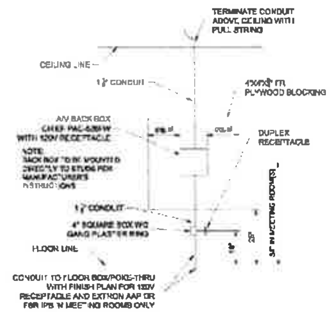
LOCATION: **8520 ALLISON POINTE BLVD. SUITE 110 INDIANAPOLIS, IN 46250**

DESIGNER: ALE
SCALE:
DATE: 2/13/24
REVISIONS:

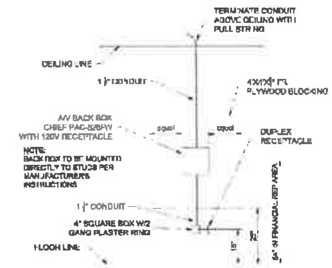
D01



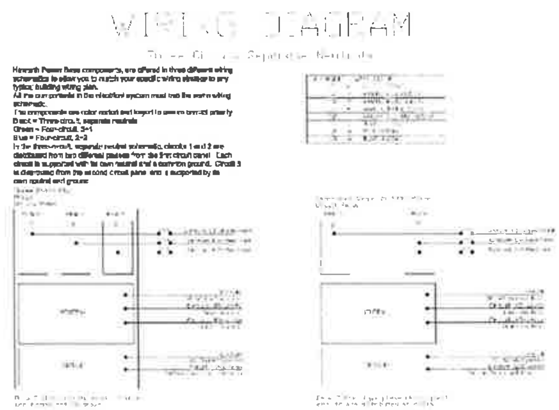
CLIENT ROOM A/V MOUNTING DETAIL
NOT TO SCALE



MEETING ROOM A/V MOUNTING DETAIL
NOT TO SCALE



FINANCIAL REP A/V MOUNTING DETAIL
NOT TO SCALE



SYSTEM FURNITURE
WIRING DETAIL
WIRING DIAGRAM
NOT TO SCALE

Western & Southern Financial Group

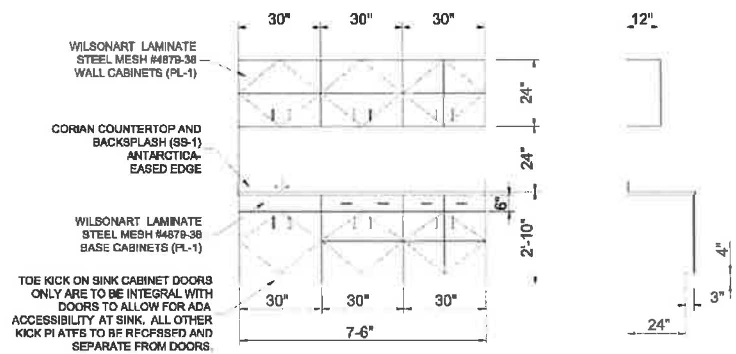
Corporate Real Estate

PROJECT: INDIANAPOLIS, IN

LOCATION: 8520 ALLISON POINTE BLVD. SUITE 110 INDIANAPOLIS, IN 46250

DESIGNER: ALE
SCALE:
DATE: 3/13/24
REVISIONS: 3/15/24

D02



ELEVATION
NOT TO SCALE

SECTION
NOT TO SCALE

GENERAL NOTES- KITCHENETTE

1. DOOR AND DRAWER HARDWARE TO BE BRAINERD 3" CENTER-TO-CENTER SATIN NICKEL FINISH PULLS, AVAILABLE AT LOWE'S- ITEM #362554, MODEL #142977.
2. SINK TO BE SINGLE STAINLESS STEEL BOWL, 18 GAUGE OR LESS.
3. FAUCET SHALL BE SINGLE HANDLE FAUCET WITH SPRAY IN BRUSHED NICKEL FINISH. RECOMMENDED MANUFACTURERS- MOEN, KOHLER, OR EQUAL.
4. PROVIDE WATER LINE WITH VALVE FOR REFRIGERATOR ICE MAKER.
5. PROVIDE STAINLESS STEEL PAPER TOWEL DISPENSER TO MATCH BUILDING STANDARD PAPER PRODUCTS.
6. ANY VARIATIONS FROM THIS PLAN TO BE APPROVED BY THE REAL ESTATE SERVICES DEPARTMENT OF WESTERN SOUTHERN.

Western & Southern Financial Group

Corporate Real Estate

PROJECT:
INDIANAPOLIS, IN

LOCATION:
8520 ALLISON POINTE BLVD. SUITE 110 INDIANAPOLIS, IN 46250

DESIGNER: ALE
SCALE:
DATE: 2/13/24
REVISIONS

D03

ELECTRIC PLAN KEY NOTES

1. CLIENT ROOM A/V BACK BOX WITH 120V RECEPTACLE @ 48" AFF WITH 1-1/2" CONDUIT INTO CEILING SPACE AND 4X4 BOX @ 18" AFF. CHIEF PAC 526FW BACK BOX WITH CONDUIT- SEE DETAIL.
2. MEETING ROOM A/V BACK BOX WITH 120V RECEPTACLE @ 54" AFF WITH 1-1/2" CONDUIT INTO CEILING SPACE AND 4X4 BOX @ 18" AFF. CHIEF PAC 526FW BACK BOX WITH CONDUIT- SEE DETAIL. MEETING ROOM REQUIRES 1-1/2" CONDUIT TO FLOOR BOX
3. FINANCIAL REP A/V BACK BOX WITH 120V RECEPTACLE @ 64" AFF WITH 1-1/2" CONDUIT INTO CEILING SPACE AND 4X4 BOX @ 18" AFF. CHIEF PAC 526FW BACK BOX WITH CONDUIT- SEE DETAIL.
4. JUNCTION BOX OR POKE-THRU WITH TWO 20 AMP CIRCUITS FOR SYSTEM FURNITURE POWER FEED AND JUNCTION BOX WITH 1" CONDUIT AND PULL STRING TO CEILING SPACE FOR DATA WIRING- SEE WIRING DIAGRAM ON DETAIL SHEET
5. THERMOSTATICALLY CONTROLLED EXHAUST FAN OVER PHONE RACK IN CEILING SPACE.
   - 5.1 EXHAUST FAN- BROAN MODEL SP200 (OR EQUAL)
   - 5.2 THERMOSTAT- ROBERT SHAW MODEL 801 (OR EQUAL)
6. FLOOR BOX OR POKE-THRU WITH FINISH PLATE FOR 120V RECEPTACLE AND EXTRON AAP OR PSR ISP AND 1-1/2" CONDUIT TO 4X4 BOX IN WALL 18" AFF- SEE DETAIL.
7. OFFICE TO HAVE SOUND MASKING SYSTEM IN CLERICAL, RECEPTION, AND FINANCIAL REP'S AREA- SEE SPEC SHEET.

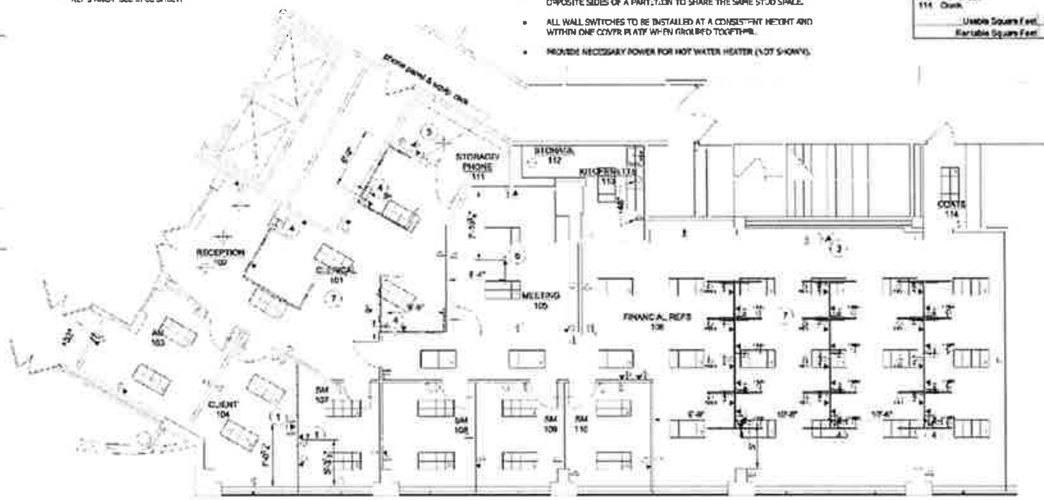
GENERAL NOTE- ELECTRIC PLAN

- ALL QUESTIONS REGARDING PLANS ARE TO BE DIRECTED TO ANDREA EDE AT WESTERN SOUTHERN 513-361-7771.
- ANY VARIATIONS FROM THIS PLAN TO BE APPROVED BY THE CORPORATE REAL ESTATE SERVICES DEPARTMENT OF WESTERN SOUTHERN.
- ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES.
- ANY CRITICAL HOLD-TO DIMENSIONS ARE HIGHLIGHTED ON THIS PLAN.
- ALL MFD (COPIERS) AND PRINTERS ON INDIVIDUAL DEDICATED CIRCUITS.
- ALL TELEPHONE AND COMPUTER WIRING BY TENANT.
- CENTER OF ALL ELECTRICAL AND DATA RECEPTACLE JUNCTION BOXES ARE TO BE INSTALLED AT 18" AFF UNLESS NOTED OTHERWISE.
- NO ELECTRICAL OR COMMUNICATIONS JUNCTION BOXES OPENING ON OPPOSITE SIDES OF A PARTITION TO SHARE THE SAME STUD SPACE.
- ALL WALL SWITCHES TO BE INSTALLED AT A CONSISTENT HEIGHT AND WITHIN ONE COVER PLATE WHEN GROUPED TOGETHER.
- PROVIDE NECESSARY POWER FOR HOT WATER HEATER (NOT SHOWN).

Room No.	Room Name
101	Clerical
102	Reception Area
103	Agency Manager
104	Client Room
105	Meeting Room
106	Representatives
107	Staff Manager
108	Staff Manager
109	Staff Manager
110	Staff Manager
111	Storage/Phone
112	Storage
113	Kitchenette
114	Coats
Usable Square Feet	3,387
Rentable Square Feet	

ELECTRICAL LEGEND

- DUPLEX RECEPTACLE
- SWITCH
- OCCUPANCY SENSOR SWITCH
- DOUBLE DUPLEX WITH TWO DEDICATED 20 AMP CIRCUITS
- PHONE/DATA JACK- PROVIDE JUNCTION BOX WITH 1" CONDUIT TO SPACE WHERE SHOWN ON PLAN
- A/V POINT- BACK BOX WITH CONDUIT- SEE KEY NOTE 1 AND 2
- FLOOR BOX OR POKE THRU- SEE KEY NOTE 6
- FLOOR BOX OR POKE THRU FOR SYSTEMS FURNITURE- SEE KEY NOTE 3
- RECESSED DOWN LIGHT WITH LED OR COMPACT FLUORESCENT LAMP
- 2' X4' LED OR FLUORESCENT FIXTURE
  NOTE: BUILDING LIGHTING TO BE CONFIGURED TO PROVIDE A MINIMUM OF 50 FC AT 30" AFF



Western & Southern Financial Group

Corporate Real Estate

PROJECT: **INDIANAPOLIS, IN**

LOCATION: **8520 ALLISON POINTE BLVD. SUITE 110 INDIANAPOLIS, IN 46250**

DESIGNER: ALE
SCALE: NOT TO SCALE
DATE: 1/9/24
REVISIONS: 2/23/24

E01

GENERAL FINISH PLAN NOTES

1. ALL QUESTIONS REGARDING PLANS ARE TO BE DIRECTED TO THE CORPORATE REAL ESTATE SERVICES OR FACILITIES PLANNING DEPARTMENT OF WESTERN SOUTHERN
2. ANY VARIATIONS FROM THIS PLAN TO BE APPROVED BY THE CORPORATE REAL ESTATE SERVICES DEPARTMENT OF WESTERN SOUTHERN.
3. ALL WALLS TO BE P-1 UNLESS OTHERWISE NOTED ON FINISH PLAN
4. BREAK ROOM/KITCHENETTE TO HAVE PLASTIC LAMINATE CABINETS (PL-1) AND SOLID SURFACE COUNTERTOPS (SS-1) WITH 4" HIGH BACK SPLASH
5. ALL MELAMINE TO BE WHITE IN COLOR UNLESS OTHERWISE NOTED
6. CARPET TILE TO BE INSTALLED IN A MONOLITHIC STEPPING PATTERN- SEE ILLUSTRATION.
7. ALL FINISHES, PAINTS AND STAINS TO BE MANUFACTURER'S TOP QUALITY COMMERCIAL TYPE, LOW VOC PRODUCT.
8. IDENTIFY FINISH LEAD TIMES IMMEDIATELY AND ORDER MATERIALS ACCORDINGLY.
9. VERIFY THAT FINISH LEAD TIME CAN BE DELIVERED AND INSTALLED TO MEET THE MOVE IN DATE. ANY DELAYS OR ITEMS THAT AFFECT THE CONSTRUCTION SCHEDULE MUST BE BROUGHT TO THE ATTENTION OF THE CORPORATE REAL ESTATE SERVICES DEPARTMENT OF WESTERN SOUTHERN.
10. SEE SPECS SHEET FOR OUTLINE SPECIFICATIONS

ROOM FINISH INDEX

CARPET

CPT-1
MFG.: MOHAWK GROUP
COLLECTION: DATA TIDE
STYLE: AQUA RHYTHM GT465
COLOR: 573 BLUE CARBON
SIZE: 12" X 36" PLANK TILE
DYE METHOD: SOLUTION DYED
INSTALL DIRECTION: MONOLITHIC STEPPING
INSTALL PER MANUFACTURER'S RECOMMENDATIONS
CONTACT: STACY FRANK 513.716.4990
EMAIL- STACY_FRANK@MOHAWKIND.COM

RUBBER BASE

RB-1
MFG.: MOHAWK GROUP
PATTERN: RUBBER WALL BASE
COLOR: 073 AIRCRAFT CARRIER
SIZE: 4" HIGH, COVED
INSTALL PER MANUFACTURER'S RECOMMENDATIONS

LUXURY VINYL TILE

LVT-1
MFG.: MOHAWK GROUP
PATTERN: LARGE AND LOCAL WOOD
COLOR: 955 JARRARD
SIZE: 9.25" X 59"
THICKNESS: 4.5 MM
INSTALL PER MANUFACTURER'S RECOMMENDATIONS

WOOD DOOR STAIN (TO MATCH)

ST-1
MFG.: WILSONART
COLOR: 7936 WILLIAMSBURG CHERRY

PAINT

P-1
(GENERAL WALLS)
SHERWIN WILLIAMS
SW 7646 FIRST STAR
EGGSHELL FINISH

P-2
(ACCENT WALL)
SHERWIN WILLIAMS
SW 9150 ENDLESS SEA
EGGSHELL FINISH

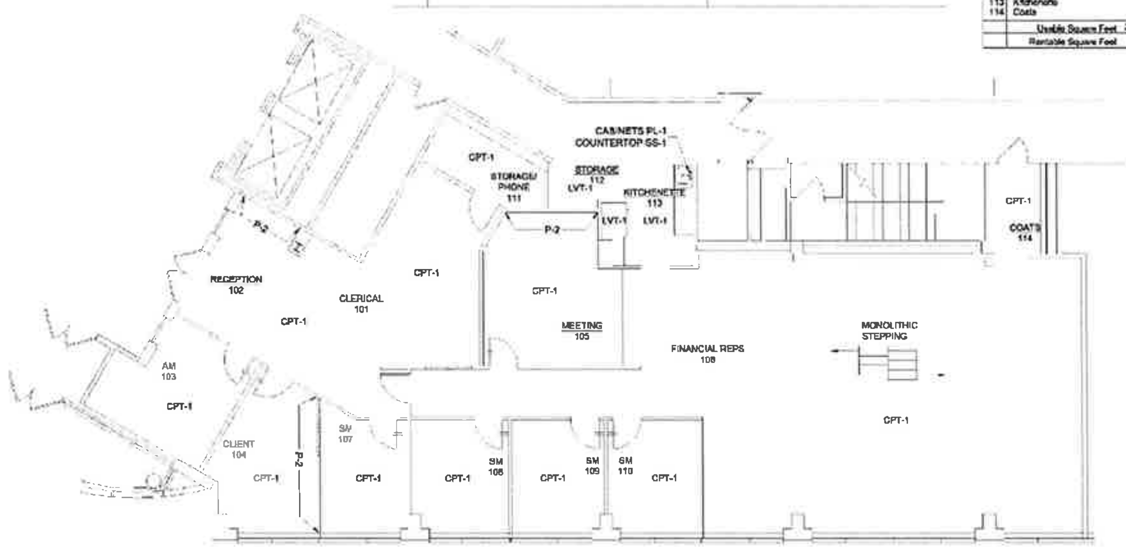
P-3
(ALL METAL DOOR FRAMES)
SHERWIN WILLIAMS
SW 7646 FIRST STAR
SEMI GLOSS FINISH

LAMINATE AND SOLID SURFACE

PL-1
BREAKROOM CABINET LAMINATE
MFG.: WILSONART
PATTERN: 4879-38 STEEL MESH
INSTALL PER MANUFACTURER'S RECOMMENDATIONS

SS-1
BREAKROOM COUNTERTOP
MFG.: CORIAN SOLID SURFACE
PATTERN: ANTARCTICA
EDGE: EASED EDGE
INSTALL PER MANUFACTURER'S RECOMMENDATIONS

Room No	Room Name
101	Clerical
102	Reception Area
103	Agency Manager
104	Client Room
105	Meeting Room
106	Representatives
107	Staff Manager
108	Staff Manager
109	Staff Manager
110	Staff Manager
111	Storage/Phone
112	Storage
113	Kitchenette
114	Coats
	Usable Square Feet 3,287
	Rentable Square Feet



Western & Southern Financial Group

Corporate Real Estate

PROJECT: INDIANAPOLIS, IN

LOCATION: 8520 ALLISON POINTE BLVD. SUITE 118 INDIANAPOLIS, IN 46250

DESIGNER: ALE
SCALE: NOT TO SCALE
DATE: 1/5/24
REVISIONS 2/13/24

F01

OUTLINE SPECIFICATIONS

SCOPE OF WORK
- See detailed list on Request for Proposal

RUBBER BASE
- Base to be installed throughout office wherever finish flooring abuts vertical surfaces.
- Install per manufacturer's recommendations.
- Mohawk Group Contact: Stacy Frank, phone (513) 716-4996; email- stacy_frank@mohawkind.com

CARPET
- Install carpet in all rooms.
- Install direction for carpet to be Monolithic Stepping- see illustration on Finish Plan.
- Install carpet per manufacturers recommendations.
- Purchaser of the carpet should communicate to Mohawk Group that the carpet is for a Western-Southern Life office.
- Mohawk Group Contact: Stacy Frank, phone (513) 716-4996; email- stacy_frank@mohawkind.com

LUXURY VINYL TILE
- Install LVT in the Kitchenette or Break Room per manufacturers recommendations
- Mohawk Group Contact: Stacy Frank, phone (513) 716-4996; email- stacy_frank@mohawkind.com

INTERIOR PAINTING
- All interior walls and door frames should be properly prepared with primer and/or sealer recommended by manufacturer of paint specified for wall finish.
- Paint all rooms with 2 coats of eggshell finish latex paint.
- Paint metal door frames with 2 coats of gloss finish latex paint to match wall color.
- All paints, finishes and stains used shall be manufacturer's top quality commercial type, low VOC product.
- Finish manufacturers: Benjamin Moore, Porter, Pratt & Lambert or Sherwin Williams.

INTERIOR SIGNAGE
- Relocate/install existing wall signage in the Reception Area as indicated on floor plans.
- Height Requirements- 60" from the Western & Southern copy line to the ground.
- See detail drawing for wall sign details.

SOUND MASKING
- Furnish and install a sound masking (White Noise) system in the Clerical/Reception Area & Financial Reps' open office area.
- The sound masking system should be a Lencore Classic system or alternate as approved by Western Southern
- Lencore Classic System master volume control located in Phone Closet

PARTITIONS
- All partitions constructed will comply with all applicable federal, state and local codes.
- All partitions around offices, Client Rooms and restrooms to be constructed using 3" mineral fiber or fiberglass sound insulation batts in the stud space. Sound batt insulation to be installed above the ceiling over the insulated partitions extending 2' on either side of the centerline of all insulated walls to limit sound transmission through the ceiling space.
- Any penetrations in insulated walls and all edges of partitions where they meet the ceilings and adjacent walls shall be caulked and sealed to reduce sound transmission.

WIRING
- All wiring shall be completed in accordance with all applicable local, state and national codes.
- Provide and install junction boxes and/or poke-thrus with conduit sized as noted on the plans and pull strings at each location where phone/data jacks are shown in the wall or floor for systems furniture feeds.
- Junction boxes in walls should not share the same stud space with boxes opening into the opposite side of the wall

SHELVING AND MILLWORK
- Cabinet interior shall be white laminate or melamine. Satin nickel style pulls on all doors and drawers (see detail sheet).
- Counter top to be self-edged solid surface with a single stainless steel sink and a faucet (see detail sheet).
- Install 12" deep white melamine shelving. Provide 5 adjustable shelves mounted on heavy duty brackets and slotted standards. Mount vertical standards no more than 32" O.C.

HEATING, VENTILATING AND AIR CONDITIONING
- Install a high efficiency 6 gallon water heater to serve the sink in the Kitchenette/Break Room.
- Install a thermostaticaly controlled exhaust fan to dissipate heat from the phone/data rack.

INTERIOR LIGHTING
- High efficiency LED lighting shall be 2' x 4' three tube fixtures or recessed compact LED down lights.
- Pendant light fixtures installed over cabinets as noted on plan in Kitchenette area. Fixtures TBD.
- Lighting to providing a minimum average of 50 footcandles at 30" above finished floor.
- Each 2' x 4' fixture to include LED light source.
- Ballasts/drivers should be high efficiency, with protective device, premium type and must meet latest NEC requirements.
- Provide occupancy sensors with override feature for all lighting in enclosed offices and meeting rooms.
- All light sources to be 3500 K/85 CRE or better.

CEILING
- Repair ceiling grid as needed due to demolition and new construction.

Western & Southern Financial Group

Corporate Real Estate

PROJECT: **INDIANAPOLIS, IN**

LOCATION: **8520 ALLISON POINTE BLVD. SUITE 110 INDIANAPOLIS, IN 46250**

DESIGNER: ALE
SCALE:
DATE: 2/13/24
REVISIONS: 2/23/24

S01

EXHIBIT A-2

TEMPORARY SPACE

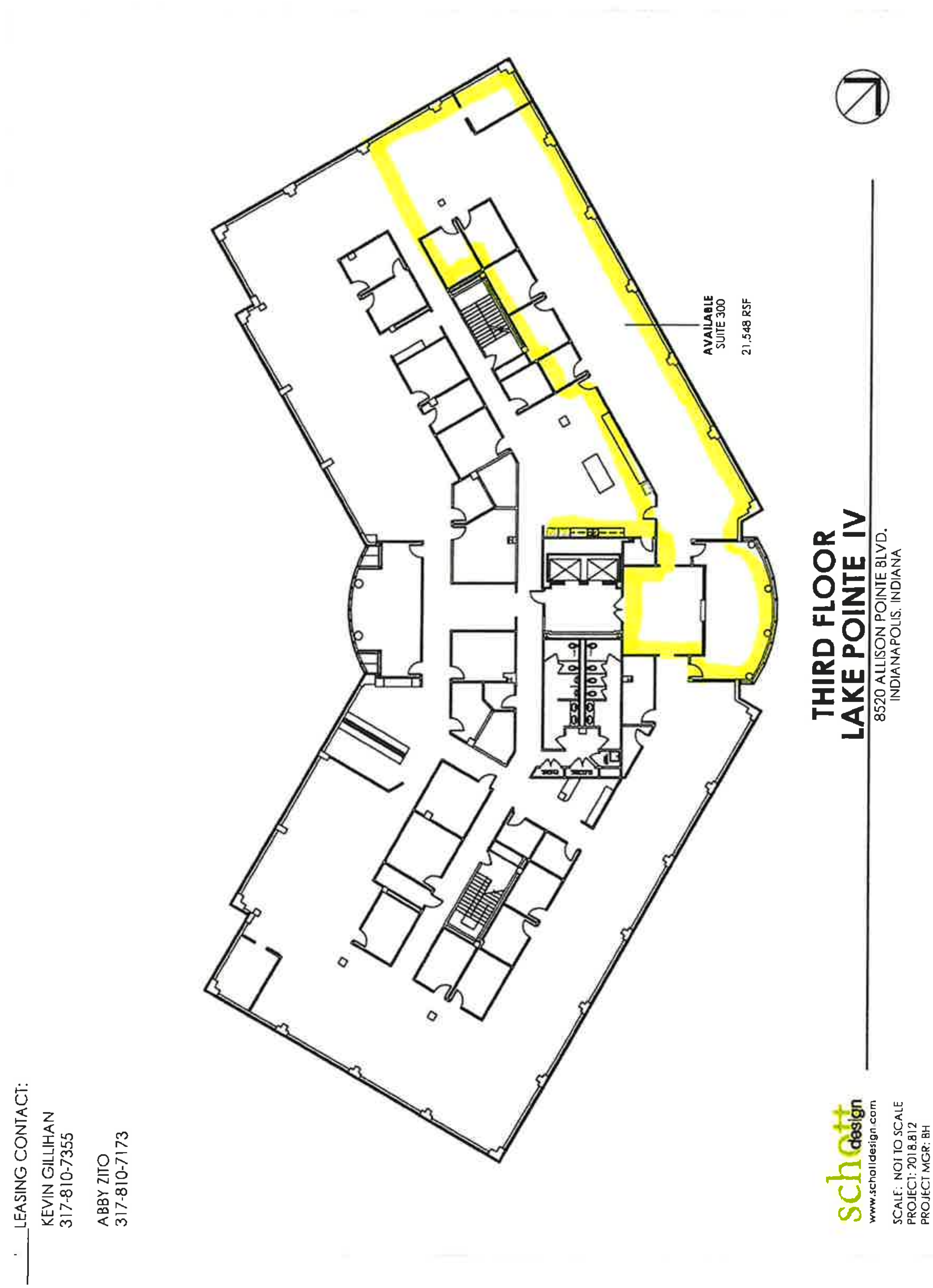


EXHIBIT B

TERMINATION FEE CALCULATION

Lake Pointe IV
Western and Southern
Last Revised: June 27, 2024

General Assumptions:

Lease Term (months)	60	
Rentable Square Feet	3,829	
Amort Interest Rate	8.00%	
Month to Terminate Lease	36	
Commencement Date	8/1/2024	
Expiration Date	7/31/2029	
Termination Date	7/31/2027	

Actual Leasing Costs:

Leasing Commission	$13,721.86	$3.58/RSF
Free Rent Value	$0.00	$.00/RSF
Legal Fees (est.)	$3,000.00	$0.78/RSF
Tenant Improvement Allowance	$116,363.53	$30.39/RSF
Total Actual Leasing Costs	**$133,085.39**	**$34.76/RSF**

Termination Payment Estimate:

Unamortized In Termination Month	**$0.00**	**$./RSF**
Total Term Pmt:	**$0.00**	**$./RSF**

Leasing Cost Amortization

Month	Month	Start Balance	Int.	Principal	Ending Balance
1	8/31/2024	133,085.39	(887.24)	(1,811.26)	131,274.13
2	9/30/2024	131,274.13	(875.16)	(1,823.33)	129,450.80
3	10/31/2024	129,450.80	(863.01)	(1,835.49)	127,615.32
4	11/30/2024	127,615.32	(850.77)	(1,847.72)	125,767.59
5	12/31/2024	125,767.59	(838.45)	(1,860.04)	123,907.55
6	1/31/2025	123,907.55	(826.05)	(1,872.44)	122,035.11
7	2/28/2025	122,035.11	(813.57)	(1,884.92)	120,150.19
8	3/31/2025	120,150.19	(801.00)	(1,897.49)	118,252.70
9	4/30/2025	118,252.70	(788.35)	(1,910.14)	116,342.56
10	5/31/2025	116,342.56	(775.62)	(1,922.87)	114,419.68
11	6/30/2025	114,419.68	(762.80)	(1,935.69)	112,483.99
12	7/31/2025	112,483.99	(749.89)	(1,948.60)	110,535.39
13	8/31/2025	110,535.39	(736.90)	(1,961.59)	108,573.80
14	9/30/2025	108,573.80	(723.83)	(1,974.67)	106,599.13
15	10/31/2025	106,599.13	(710.66)	(1,987.83)	104,611.30
16	11/30/2025	104,611.30	(697.41)	(2,001.08)	102,610.22
17	12/31/2025	102,610.22	(684.07)	(2,014.42)	100,595.79
18	1/31/2026	100,595.79	(670.64)	(2,027.85)	98,567.94
19	2/28/2026	98,567.94	(657.12)	(2,041.37)	96,526.57
20	3/31/2026	96,526.57	(643.51)	(2,054.98)	94,471.59
21	4/30/2026	94,471.59	(629.81)	(2,068.68)	92,402.91
22	5/31/2026	92,402.91	(616.02)	(2,082.47)	90,320.43
23	6/30/2026	90,320.43	(602.14)	(2,096.36)	88,224.08
24	7/31/2026	88,224.08	(588.16)	(2,110.33)	86,113.75
25	8/31/2026	86,113.75	(574.09)	(2,124.40)	83,989.35
26	9/30/2026	83,989.35	(559.93)	(2,138.56)	81,850.78
27	10/31/2026	81,850.78	(545.67)	(2,152.82)	79,697.96
28	11/30/2026	79,697.96	(531.32)	(2,167.17)	77,530.79
29	12/31/2026	77,530.79	(516.87)	(2,181.62)	75,349.17
30	1/31/2027	75,349.17	(502.33)	(2,196.16)	73,153.01
31	2/28/2027	73,153.01	(487.69)	(2,210.81)	70,942.20
32	3/31/2027	70,942.20	(472.95)	(2,225.54)	68,716.66
33	4/30/2027	68,716.66	(458.11)	(2,240.38)	66,476.28
34	5/31/2027	66,476.28	(443.18)	(2,255.32)	64,220.96
35	6/30/2027	64,220.96	(428.14)	(2,270.35)	61,950.61
36	7/31/2027	61,950.61	(413.00)	(2,285.49)	59,665.12
37	8/31/2027	59,665.12	(397.77)	(2,300.72)	57,364.40
38	9/30/2027	57,364.40	(382.43)	(2,316.06)	55,048.33
39	10/31/2027	55,048.33	(366.99)	(2,331.50)	52,716.83
40	11/30/2027	52,716.83	(351.45)	(2,347.05)	50,369.79
41	12/31/2027	50,369.79	(335.80)	(2,362.69)	48,007.09
42	1/31/2028	48,007.09	(320.05)	(2,378.44)	45,628.65
43	2/29/2028	45,628.65	(304.19)	(2,394.30)	43,234.35
44	3/31/2028	43,234.35	(288.23)	(2,410.26)	40,824.08
45	4/30/2028	40,824.08	(272.16)	(2,426.33)	38,397.75
46	5/31/2028	38,397.75	(255.99)	(2,442.51)	35,955.25
47	6/30/2028	35,955.25	(239.70)	(2,458.79)	33,496.46
48	7/31/2028	33,496.46	(223.31)	(2,475.18)	31,021.27
49	8/31/2028	31,021.27	(206.81)	(2,491.68)	28,529.59
50	9/30/2028	28,529.59	(190.20)	(2,508.29)	26,021.30
51	10/31/2028	26,021.30	(173.48)	(2,525.02)	23,496.28
52	11/30/2028	23,496.28	(156.64)	(2,541.85)	20,954.43
53	12/31/2028	20,954.43	(139.70)	(2,558.80)	18,395.63
54	1/31/2029	18,395.63	(122.64)	(2,575.85)	15,819.78
55	2/28/2029	15,819.78	(105.47)	(2,593.03)	13,226.75
56	3/31/2029	13,226.75	(88.18)	(2,610.31)	10,616.44
57	4/30/2029	10,616.44	(70.78)	(2,627.72)	7,988.72
58	5/31/2029	7,988.72	(53.26)	(2,645.23)	5,343.49
59	6/30/2029	5,343.49	(35.62)	(2,662.87)	2,680.62
60	7/31/2029	2,680.62	(17.87)	(2,680.62)	0.00

EXHIBIT C

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, concourses, ramps, parking facilities, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or used by Tenant or the employees, agents, visitors or business of Tenant for any purpose other than ingress and egress to and from the Premises and for delivery of merchandise and equipment in prompt and efficient manner, using elevators, and passageways designated for such delivery by Landlord.

2. No air-conditioning units, fans or other projections shall be attached to the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises or Building, without the prior written consent of Landlord. All curtains, blinds, shades, screens or other fixtures must be of a quality type, design and color, and attached in the manner approved by Landlord. All electrical fixtures hung in offices or spaces along the perimeter of the Premises must be of a quality type, design and bulb color approved by Landlord unless the prior consent of Landlord has been obtained for other lamping.

3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any Tenant on any part of the outside of the Premises or Building or on the inside of the Premises if the same can be seen from the outside of the Premises without the prior written consent of Landlord. In the event of the violation of the foregoing by Tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to the Tenant or Tenants violating this rule. Interior signs on doors and the directory shall be inscribed, painted or affixed for each Tenant by Landlord at the expense of such Tenant, and shall be of a standard size, color and style acceptable to Landlord.

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

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

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

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

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

9. Landlord shall have the right to prohibit any advertising by any Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising. In no event shall Tenant, without the prior written consent of Landlord, use the name of the Building or use pictures or illustrations of the Building.

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

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

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

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

14. Tenant, or the employees, agents, servants, visitors or licensees of Tenant shall not at any time place, leave or discard any rubbish, paper, articles, or objects of any kinds whatsoever outside the doors of the Premises or in the corridors or passageways of the Building.

15. Tenant shall not make excessive noises, cause disturbances or vibrations or use or operate any electrical or mechanical devices that emit excessive sound or other waves or disturbances or create obnoxious odors, any of which may be offensive to the other tenants and occupants of the Building, or that would interfere with the operation of any device, equipment, radio, television broadcasting or reception from or within the Building or elsewhere and shall not

place or install any projections, antennas, aerials or similar devices inside or outside of the Premises or on the Building without Landlord's prior written approval.

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

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

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

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

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

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

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

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

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

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

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

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