### FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "First Amendment") is made as of the <u>23</u>rd day of July, 2008, by and between Sun Life Assurance Company of Canada, a Canadian Corporation (as "Landlord") and Sweetin & Bleeke, P.C. (as "Tenant").

WHEREAS, E-L Allison Pointe II, LLP as "Original Landlord" and Tyra and Collesano, P.C., as original tenant, predecessor in interest to Tenant, entered into that certain Lease Agreement, dated December 30, 2003, as assigned pursuant to a certain Assignment by and between Original Landlord and Landlord dated December 16, 2006, (the "Lease"), the subject of which was the lease by Tenant of certain space in that building commonly known as "Lake Pointe Center III" located at 8470 Allison Pointe Blvd. in Indianapolis, Indiana, as such space is more particularly described in the Lease (the "Premises"); and

WHEREAS, Landlord and Tenant desire to modify the Lease in certain particulars as hereinafter set forth;

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

- 1. Defined Terms: For purposes of this First Amendment, all terms that are use in this First Amendment which are defined in the Lease shall have the same meaning in this First Amendment as are ascribed to them in the Lease. The Lease together with this First Amendment shall be collectively referred to as the Lease.
- 2. Premises: The location of the Premises set forth in enumerated Paragraph 1 shall be deleted and replaced with 7,589 rentable square feet comprising Suites 420 and 440 in the building commonly known as Lake Pointe Center III, located at 8470 Allison Pointe Boulevard in Indianapolis, Indiana.
- 3. Extended Term: The Term of the Lease expires on March 31, 2009. Tenant hereby extends the term of the Lease to May 31, 2013, and the rent shall be set as set forth herein.
- 4. Base Rent: (a) Commencing on April 1, 2009, and continuing on the first day of each month thereafter during the Term and notwithstanding enumerated Paragraphs 2 and 3 of the Lease to the contrary, Tenant shall pay Base Rent for the Premises in the following amounts:

Period	Base Rental Rate	Annual Base Rental	<u>Monthly</u> Base Rental
Months 1-2:	\$0.00	\$0.00	\$0.00
Months 3-12:	\$17.00/sf	\$129,013.00	\$10,751.08
Months 13-24:	\$17.50/sf	\$132,807.50	\$11,067.29
Months 25-36:	\$18.00/sf	\$136,602.00	\$11,383.50
Months 37-50:	\$18.50/sf	\$140,396.50	\$11,699.71

- (b) All such Base Rent shall be paid in monthly installments on the first (1<sup>st</sup>) day of the month, and all payments of Base Rent shall be due strictly in accordance with enumerated Paragraph 2A of the Lease.
- 5. Improvements: Landlord shall provide Tenant with up to \$2.00/RSF as a refurbishment allowance during the calendar year 2010 to be used solely for Tenant improvements. Tenant shall obtain Landlord's consent, which consent shall not be unreasonably withheld or delayed, before said improvements are made and allow Landlord's construction manager to bid the proposed work on behalf of Tenant. Tenant shall provide Landlord with receipts evidencing the costs of said improvements for reimbursement up to the allowed amount.
- 6. Taxes: The second sentence in enumerated paragraph 4A shall be deleted and shall be replaced with the following sentence:

If for any real estate tax year applicable to the term hereof subsequent to 2010, such taxes payable for such tax year shall exceed the sum due for 2009 ("Landlord's Share"), Tenant shall pay to Landlord as additional rent upon demand subsequent to the issuance of the tax bill for such tax year, its proportionate share, as defined in Paragraph 25J of the amount of such excess applicable to each installment less any monthly payments paid by Tenant as provided below for such tax year.

The remainder of said paragraph remains the same and in full force and effect.

7. Operating Cost Escalation: The first sentence in enumerated paragraph 5A shall be deleted and replaced with the following sentence:

If in calendar year 2010 or any subsequent calendar year falling partly or wholly within the term of this Lease, Operating Costs (as defined herein) paid or incurred by Landlord shall exceed the sum of the actual operating costs incurred during calendar year 2009, Tenant shall pay upon demand to Landlord for such year as additional rent its proportionate share of such excess calculated on the basis of the ratio set forth in Paragraph 25J.

The remainder of said paragraph remains the same and in full force and effect.

8. The Notice Address for the Landlord in enumerated Paragraph 24(1) and (2) is as follows:

Sun Life Assurance Company of Canada c/o Colliers Turley Martin Tucker Chase Tower 111 Monument Circle, Suite 3960 Indianapolis, IN 46204 The Notice Address for the Tenant in enumerated paragraph 24(2) is as follows:

Sweetin & Bleeke, P.C. 8470 Allison Pointe Boulevard, Suite 420 Indianapolis, IN 46250

- 9. Broker: Tenant represents and warrants, except for Colliers Turley Martin Tucker representing the Landlord, no other real estate broker or brokers were involved in the negotiations and execution of this Amendment. Tenant shall indemnify Landlord and hold it harmless from any and all liability for the breach of any such representations and warranty on its party and shall pay any compensation to any broker or person who may be deemed or held to be entitled thereto.
- 10. Right of First Offer: The renewal option provided in enumerated Paragraph 30 shall be deleted and the following provision shall be substituted therefore:
- 30. Right of First Offer: If at any time during the Term of this Lease space adjacent to the Premises currently occupied by Liquid Transport becomes vacant, Tenant shall have the right to lease up to 5,000 rentable square feet of space (the "Option Area") pursuant to the terms of this Lease. If Tenant exercises its option with respect to the Option Area, the rent for the Option Area will be the then current market rate. After Landlord determines the Option Area will be vacant, Landlord shall give Tenant written notice of the availability of the Option Area ("Landlord's Notice"), which notice shall not be given less than ninety (90) days before the date the Option Area is to be vacant. Tenant shall exercise its option to add the Option Area to the Premises, if at all, by giving written notice ("Tenant's Notice") to Landlord no later than forty-five (45) days after receipt of Landlord's Notice. The Option Area shall be added to the Premises in a condition negotiated by the parties, effective on the date that is upon substantial completion of required tenant improvements and ready for occupancy. Landlord shall prepare and deliver to Tenant an amendment to this Lease which adds the Option Area to the Premises on the negotiated terms and conditions, not limited to tenant improvements allowance and then current market rent, and to be co-terminus with the current expiration as provided in this Lease, except that Tenant's proportionate share for purposes of the adjustment set forth in Section 25J shall be increased in proportion to the useable area of the Option Area as same relates to the area of the Building. Tenant shall promptly execute and deliver the amendment to the Landlord.
- 11. Letter of Credit and Security Deposit: Tenant agrees to immediately deposit with Landlord the Letter of Credit required by enumerated paragraph 2B and maintain said Letter of Credit pursuant to the terms of said provision. Additionally, Tenant shall pay a security deposit in the amount of \$10,751.08 ("Security Deposit") which Landlord must receive on or before April 1, 2009 which shall be held as security for Tenant's performance as herein provided and refunded to Tenant at the end of the Term subject to Tenant's satisfactory compliance with the conditions hereof. The Security Deposit may be deposited with other funds of Landlord and no interest shall accrue thereon or be payable by Landlord with respect to the Security Deposit. If

all or any part of the Security Deposit is applied to an obligation of Tenant hereunder, Tenant shall immediately upon request by Landlord restore the Security Deposit to its original amount.

- 12. Assignment and Subletting: Landlord acknowledges that Tenant has entered into a sublease with Lunar Strategies, LLC, as subtenant dated January 7, 2008, and hereby consents to said Sublease Agreement. Tenant shall not extend the term of said Sublease nor modify the terms thereof without the prior written consent of Landlord pursuant to enumerated paragraph 11 of the Lease Agreement.
- 13. No Other Modifications: As expressly modified by this First Amendment, the Original Lease remains in full force and effect.
- 14. Transfers, Successors and Assigns: This First Amendment shall inure to the benefit of and shall be binding upon Landlord, Tenant, and their respective successors and assigns.
- 15. Time of Essence: Time is of the essence with respect to this First Amendment.
- 16. Governing Law: The First Amendment shall be construed and interpreted under the laws of the State of Indiana.
- 17. Counterparts: This First Amendment may be executed in multiple counterparts, all of which together shall constitute a single agreement.
- 18. The persons signing this Agreement on behalf of Landlord and Tenant are each authorized to bind their respective companies to this Agreement.

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment to Lease as of the date first written above.

LANDLORD

Sun Life Assurance Company of Canada

The V. Rell

By:

THOMAS V. PEDULLA
SENIOR MANAGING DIRECTOR

(Printed name and title)

JOHN G. MULVIHILL MANAGING DIRECTOR TENANT

Sweetin & Bleeke, P.C.

By:

James F. Bleeke, V

By:

oris L. Sweetin, Presid

Re:

Lake Pointe Center III 8470 Allison Pointe Blvd. Indianapolis, Indiana

## SECOND AMENDMENT TO LEASE

THE STATE OF INDIANA § §

KNOW ALL MEN BY THESE PRESENTS:

CITY OF INDIANAPOLIS

This Second Amendment to Lease (the "Amendment") is made and entered into day of May, 2013, by and between SUN LIFE ASSURANCE effective as of the COMPANY OF CANADA, a Canadian corporation ("Landlord") and BLEEKE DILLON CRANDALL, P.C. f/k/a Tyra & Collesano, P.C. ("Tenant").

### **RECITALS:**

- E-L Allison Pointe II, LLP, ("Prior Landlord") and Tenant have heretofore executed that certain Lease Agreement (the "Original Lease"), dated as of December 30, 2003, and as amended by First Amendment to Lease (the "First Amendment"), dated as of July 23, 2008, pursuant to which Tenant is currently leasing approximately 7,589 rentable square feet (the "Premises") in that certain building and related land and improvements located at Lake Pointe Center III, 8470 Allison Pointe Blvd., Indianapolis, Indiana (the "Building"). The Original Lease, as so amended, is referred to herein as the "Lease." Unless otherwise defined herein, all initially capitalized terms have the meanings assigned thereto in the Lease.
- Landlord has acquired the Building and succeeded to all of Prior Landlord's B. interest as Landlord under the Lease.
- C. Landlord and Tenant desire to execute this Amendment in order to evidence their agreement to (i) extend the term of the Lease and (ii) make certain other amendments to the Lease, all as more particularly set forth in this Amendment.

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

#### Article I

# CERTAIN AMENDMENTS

SECTION 1.01. Lease Term. The term of the Lease shall be extended through and including October 31, 2018, subject to extension or earlier termination as set forth in the Lease.

#### SECOND AMENDMENT TO LEASE – Page 1 of 12

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Except as set forth on Exhibit A attached hereto, Tenant shall have no further extension options and all of said options are deleted.

SECTION 1.02. <u>Base Rent/Base Year</u>. As of June 1, 2013, Base Rent for the Premises, throughout the term, as hereby extended, shall be as follows:

<u>Months</u>	Annual Rate <u>Per R.S.F.</u>	Monthly <u>Amount</u>
1 - 17	\$16.85*	\$10,656.22*
18 - 29	\$17.10	\$10,814.33
30 - 41	\$17.35	\$10,972.43
42 - 53	\$17.60	\$11,130.53
54 - 65	\$17.85	\$11,288.64

\*Landlord hereby conditionally abates the first five (5) consecutive full monthly installments of Base Rent described above on the condition Tenant fulfills all Lease obligations. Tenant shall pay all other obligations accruing during such months. If Tenant defaults under this Lease beyond any applicable period of notice and cure, any remaining rent abatement shall cease from the date of such default, and Tenant shall immediately pay to Landlord all sums previously abated hereunder.

The Base Rent under the Lease shall be due and payable in equal monthly installments, each such monthly installment due and payable on the first day of each calendar month, in advance, without demand and without setoff or deduction whatsoever. As of June 1, 2013 (a) Landlord's Share of Operating Expenses shall be amended to be Landlord's Operating Costs for the calendar year 2013 and (b) Landlord's Share of "taxes" shall be amended to be Landlord's taxes for the calendar year 2013.

SECTION 1.03. <u>AS IS</u>. Notwithstanding anything contained in the Lease to the contrary, Landlord is leasing the Premises to Tenant "as is" "where is" without representation or warranty, without any obligation by Landlord to alter, remodel, improve, repair or decorate any part of the Premises, except as set forth in Exhibit B.

SECTION 1.04. <u>Commissions</u>. Landlord and Tenant acknowledge that no brokers have been involved in this Amendment other than Hokanson Companies, Inc. and Summit Realty Group of Indiana, Inc. (collectively "<u>Brokers</u>"), by separate written agreement, and Landlord will be responsible for the commissions, if any, owed such Brokers pursuant to the terms thereof. Landlord and Tenant hereby indemnify each other from the payment of any commissions owed to any brokers with respect to this Amendment resulting from the acts of such party, but not otherwise.

SECTION 1.05. <u>Insurance</u>. Section 14 of the Original Lease is deleted and replaced with the following:

"Tenant shall at all times during the term of this Lease keep in effect a commercial general liability insurance policy with respect to the Premises and the business operated by Tenant, which policy shall be issued by an insurer with a Best's Rating of at least A-/VIII and in which the limits of liability shall be not less than \$2,000,000 per occurrence. The limits of liability shall be increased from time to time as reasonably required by Landlord in accordance with standards customarily applied by institutional lenders respecting retail property in the area where the Building is located. Tenant shall furnish Landlord with a certificate of insurance that such insurance is in force. Tenant shall keep in effect a policy of insurance upon its fixtures, equipment, stock of goods and upon all of the plate glass in or around the Premises including the front and side of the Premises, against loss by fire and windstorm and for extended coverage in reasonable amounts as may be required by Landlord, which coverage shall in no event be less than full replacement value. In addition, Tenant shall maintain worker's compensation and business interruption insurance in amounts reasonably requested by Landlord from time to time. Tenant shall furnish Landlord with a certificate of insurance that such insurance is in force. All insurance required of Tenant in this Lease shall include (i) Landlord and manager as additional insureds (except for business interruption insurance); (ii) a clause or endorsement denying the insurer any right of subrogation against Landlord and manager to the extent rights have been waived by Tenant prior to the occurrence of injury or loss; and (iii) a provision requiring the insurer to give Landlord thirty (30) days' notice prior to cancellation. Tenant waives any rights of recovery against Landlord and manager for injury or loss due to hazards covered by Tenant's insurance. In the event Tenant fails to purchase and maintain the insurance required herein, Landlord, after ten (10) days' notice to Tenant, may purchase such insurance on behalf of Tenant and charge Tenant for the premium for such insurance, with interest thereon at the default rate until paid, as additional rent."

SECTION 1.06. <u>Right of First Refusal</u>. Landlord hereby grants Tenant a right of first refusal, subject to <u>Exhibit C</u> attached hereto.

SECTION 1.07. <u>Exhibits</u>. Landlord and Tenant agree that the following exhibits have been attached hereto and will be deemed a part of this Amendment and the Lease for all purposes and will be in lieu of any similar rights or provisions currently set forth in the Lease:

Exhibit A - Extension Option

Exhibit B – Tenant Finish Work: Allowance

Exhibit C – Right of First Refusal

SECTION 1.08. Further Amendments. The Lease shall be and hereby is further amended wherever necessary, even though not specifically referred to herein, in order to give effect to the terms of this Amendment. Section 10 of the First Amendment is deleted. Sections 29 and 30 of the Original Lease are deleted. Notwithstanding anything contained in the Lease to the contrary, if a casualty damages the Building, and Landlord makes a good faith determination that restoring the Premises would be uneconomical, or if Landlord is required to pay any insurance proceeds arising out of the casualty to Landlord's mortgagee, then Landlord may terminate this Lease by giving written notice of its election to terminate within 90 days after the casualty. Tenant shall be required to keep in place the Security Deposit as defined in Section 11

of the First Amendment. The word "double" in the 7<sup>th</sup> line of Section 16 of the Original Lease is deleted and replaced with "125% of."

SECTION 1.09 <u>Assignment & Subletting</u>. Landlord acknowledges that Tenant has entered into a sublease with Progeny Software, LLC, as subtenant dated June 21, 2010, and hereby consents to said Sublease Agreement. Tenant shall not extend the term of said Sublease nor modify the terms thereof without the prior written consent of Landlord pursuant to enumerated paragraph 11 of the Lease Agreement.

#### Article II

#### **MISCELLANEOUS**

SECTION 2.01. Ratification. The Lease, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect in accordance with its terms. Tenant represents to Landlord that Tenant (a) is currently unaware of any default by Landlord under the Lease, (b) has full power and authority to execute and deliver this Amendment and this Amendment represents a valid and binding obligation of Tenant enforceable in accordance with its terms, (c) Landlord has completed all improvements to the Premises in compliance with all requirements in the Lease; and (d) except as set forth in Exhibit B, all tenant finish costs or allowances payable by Landlord have been paid and no such costs or allowances are payable hereafter under the Lease.

SECTION 2.02. <u>Notices</u>. All notices to be delivered to Landlord under the Lease or otherwise with respect to the Premises shall, unless Landlord otherwise notifies Tenant, be delivered to Landlord in accordance with the Lease at the following addresses:

#### To Landlord:

Sun Life Assurance Company of Canada One Sun Life Executive Park, SC1307 Wellesley Hills, Massachusetts 02481 Attn: Mr. Chuck Andes, Managing Director

# With a copy to:

Hokanson Companies, Inc. c/o Sun Life Assurance Company of Canada 201 West 103rd Street, Suite 400 Indianapolis, IN 46290 Attn: Stephen J. Adams, Vice President

SECTION 2.03. <u>Governing Law</u>. This Amendment shall be governed by and construed in accordance with the laws of the State of Indiana.

SECTION 2.04. <u>Counterparts</u>. This Amendment may be executed in multiple counterparts each of which is deemed an original but together constitute one and the same instrument. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, an electronic or telefaxed signature of either party, whether upon this Amendment or any related document shall be deemed valid and binding and admissible by either party against the other as if same were an original ink signature. THIS AMENDMENT SHALL

#### SECOND AMENDMENT TO LEASE - Page 4 of 12

BECOME BINDING UPON LANDLORD AND TENANT ONLY WHEN FULLY EXECUTED BY BOTH PARTIES AND WHEN LANDLORD HAS DELIVERED THIS AMENDMENT TO TENANT IN THE MANNER SET FORTH IN THIS AMENDMENT.

SECTION 2.05. OFAC. Neither Tenant or Landlord nor any of their respective affiliate is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

SECTION 2.06. No Offer. The submission of this Amendment to Tenant shall not be construed as an offer, nor shall Tenant have any rights under this Amendment unless Landlord executes a copy of this Amendment and delivers it to Tenant.

SECTION 2.07. Landlord's Liability/Default. Notwithstanding anything in the Lease to the contrary, the liability of Landlord to Tenant for any default by Landlord under the terms of the Lease shall be recoverable from the interest of Landlord in the Building, and Landlord shall not be personally liable for any deficiency. Landlord shall not be in default hereunder and Tenant shall not have any remedy or cause of action unless Landlord fails to perform any of its obligations hereunder within thirty (30) days after written notice from Tenant specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of thirty (30) days, then after such period of time as is reasonably necessary). If Landlord is in default under the Lease, Tenant's exclusive remedy shall be an action for damages, and Tenant's damages shall be limited to Tenant's actual direct (excluding consequential, special, exemplary and punitive damages) damages therefor.

SECTION 2.08 <u>WAIVER OF JURY TRIAL</u>. TENANT AND LANDLORD WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE BETWEEN LANDLORD AND TENANT ARISING OUT OF THE LEASE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, this Amendment has been executed as of the date and year first above written.

# **TENANT**:

BLEEKE DILLON CRANDALL, P.C.,

By:	Del ace	ر
Name:	Jeb A. Crandal	
Title:	Owner	
Date:	5/20/13	
<u>LAND</u>	<u>LORD</u> :	
	IFE ASSURANCE COMPANY OF CANADadian corporation	A
By:	Cul (	
Name:	Charles S. Andes	
Title:	Authorized Signe:	
Date:	5/31/17	
By:	MUG	
Name:	Alena R. Tverskov Authorized Signer	
Title:	,	
Date:	3/31/13	

#### **EXHIBIT A**

#### **EXTENSION OPTION**

- 1. Provided no default exists at the time of such election, Tenant is occupying the entire Premises and Tenant's financial condition is reasonably acceptable to Landlord, Tenant may renew this Lease for one (1) additional period of three (3) years on the same terms provided in this Lease (except as set forth below), by delivering written notice of ("Tenant's Notice") the exercise thereof to Landlord not later than 6 months prior to the end of the Term described in the Amendment. On or before the commencement date of the extended Term, Landlord and Tenant shall execute an amendment to this Lease extending the Term on the same terms provided in this Lease, except as follows:
  - (a) The Base Rent payable for each month during each such extended Term shall be the asking rental rate for buildings comparable to the Building, at the commencement of such extended Term, for space of equivalent quality, size, utility and location, with the length of the extended Term and the credit standing of Tenant to be taken into account but in no event less than the amount paid by Tenant during the last year of the Term,
  - (b) Tenant shall have no further renewal options unless expressly granted by Landlord in writing;
  - (c) Landlord shall lease to Tenant the Premises in their then-current condition, and Landlord shall not provide to Tenant any allowances (e.g., moving allowance, construction allowance, and the like) or other tenant inducements; and
  - (d) any market lease form changes requested by Landlord.
- 2. Within thirty (30) days following delivery of Tenant's Notice, Landlord shall deliver to Tenant a written notice ("Landlord's Notice") specifying the Base Rent rate per rentable square foot per annum for the applicable additional term. Tenant shall have ten (10) days following delivery of Landlord's Notice to notify Landlord in writing ("Tenant's Renewal Notice") of (i) Tenant's exercise of its right to renew the Lease at the Base Rent rate proposed by Landlord, or (ii) Tenant's election not to exercise its right to renew the Lease. Tenant's failure to timely deliver Tenant's Renewal Notice shall be deemed acceptance by Tenant of the Base Rent rate proposed by Landlord.
- 3. Tenant's rights under this Exhibit shall terminate if (i) this Lease or Tenant's right to possession of the Premises is terminated, (ii) Tenant assigns any of its interest in this Lease or sublets any portion of the Premises, or (iii) Tenant fails to timely exercise its option under this Exhibit, time being of the essence with respect to Tenant's exercise thereof.

#### EXHIBIT B

#### TENANT FINISH WORK: ALLOWANCE

- 1. Except as set forth on this Exhibit, Tenant accepts the Premises "AS-IS" and acknowledges that Landlord has no obligation to make or otherwise pay for any improvements, alterations or repairs thereto.
- 2. Landlord will have prepared the Working Drawings for the Premises. Tenant will review and approve the Working Drawings within 5 days following receipt thereof. As used herein, "Working Drawings" shall mean the final working drawings approved by Landlord, as amended from time to time by any approved changes thereto, and "Work" shall mean all improvements to be constructed in accordance with and as indicated on the Working Drawings. Approval by Landlord of the Working Drawings shall not be a representation or warranty of Landlord that such drawings are adequate for any use, purpose, or condition, or that such drawings comply with any applicable law or code, but shall merely be the consent of Landlord to the performance of the Work. Tenant shall, at Landlord's request, sign the Working Drawings to evidence its review and approval thereof. All changes in the Work must receive the prior written approval of Landlord, and in the event of any such approved change Tenant shall, upon completion of the Work, furnish Landlord with an accurate, reproducible "as-built" plan (e.g., sepia) of the improvements as constructed, which plan shall be incorporated into this Lease by this reference for all purposes.
- 3. Landlord will cause the Work to be performed by Landlord's contractors and subcontractors.
- 4. If a delay in the performance of the Work occurs ("<u>Tenant Delay</u>") (a) because Tenant does not timely approve the Working Drawings; (b) because of any change by Tenant to the Working Drawings, (c) because of any specification by Tenant of materials or installations that are not available, or (d) if Tenant, any contractor or subcontractor, or Tenant's agents otherwise delays completion of the Work, then, notwithstanding any provision to the contrary in this Lease, Tenant's obligation to pay Basic Rental and Tenant's share of Excess shall commence on the scheduled Commencement Date. Notwithstanding anything contained herein to the contrary, Tenant shall be liable at its sole cost and expense for all wiring, cabling and relocation costs.
- 5. Tenant shall bear the entire cost of performing the Work (including, without limitation, space planning and construction document fees, design of the Work and preparation of the Working Drawings, costs of construction labor and materials, electrical usage during construction, additional janitorial services, approved signage, related taxes and insurance costs, all of which costs are herein collectively called the "Total Construction Costs") in excess of the Construction Allowance (hereinafter defined). Upon approval of the Working Drawings and selection of a contractor, Tenant shall promptly (a) execute a work order agreement prepared by Landlord which identifies such drawings, itemizes the Total Construction Costs and sets forth the Construction Allowance, and (b) pay to Landlord 50% of the amount by which the estimated Total Construction Costs exceed the Construction Allowance. Tenant shall pay to Landlord,

within ten (10) days after Landlord's delivery to Tenant of an appropriate invoice, an amount equal to the Total Construction Costs (as adjusted for any approved changes to the Work), less (i) the amount of the payments already made by Tenant, (ii) the amount of the Construction Allowance, and (iii) the cost reasonably estimated by Landlord for completing all "punch list" items; finally, upon completion of the punch list items, Tenant shall pay to Landlord the costs incurred in completing the same.

- 6. Landlord shall provide to Tenant a construction allowance (the "Construction Allowance") equal \$10.00 per rentable square foot in the Premises. Up to \$5.00 per rentable square foot in the Premises of any remaining Construction Allowance may be applied by Tenant toward furniture, fixtures, equipment or converted to a rent credit provided Tenant delivers notice thereof and paid invoices (if applicable) prior to June 1, 2014. Any unspent, unclaimed, uncredited or remaining portion of the Construction Allowance remaining as of June 1, 2014 shall be retained by Landlord without credit or reimbursement to Tenant.
- 7. Landlord or its affiliate shall supervise the Work, make disbursements required to be made to the contractor, and act as a liaison between the contractor and Tenant and coordinate the relationship between the Work, the Building, and the Building's systems. In consideration for Landlord's construction supervision services, Tenant shall pay to Landlord a construction supervision fee equal to five percent (5%) of the Total Construction Costs, which may be deducted from the Construction Allowance.
- 8. To the extent not inconsistent with this Exhibit, the Lease shall govern the performance of the Work and the Landlord's and Tenant's respective rights and obligations regarding the improvements installed pursuant thereto.

#### **EXHIBIT C**

## RIGHT OF FIRST REFUSAL

- 1. Subject to the terms and conditions set forth in this Exhibit C, during the initial Term (and not any extension or renewal thereof), and provided this Lease is then in full force and effect and that no uncured Event of Default then exists under this Lease, either at the time of Tenant's election to lease the First Refusal Space or as of the commencement of this Lease as it relates to the First Refusal Space, Tenant shall have the one-time right of first refusal (the "Right of First Refusal") to lease 4<sup>th</sup> floor space as shown on Schedule C-1 (the "First Refusal Space"), in its then as is condition, on the following terms and conditions:
- (a) Should Landlord receive any offer with respect to all or any portion of the First Refusal Space from a bona fide third party prospect which Landlord is willing to accept (the "Prospect"), Landlord shall notify Tenant thereof in writing, which notice shall set forth the terms and conditions on which Landlord is willing to lease the First Refusal Space, based on the terms and conditions of the offer.
- (b) Tenant shall have three (3) business days after receipt of Landlord's notice to respond as to whether or not Tenant desires to lease all of the applicable First Refusal Space. Tenant shall be required to lease all of the First Refusal Space and any additional space in the Building proposed by the Prospect. If Tenant elects not to lease the First Refusal Space, fails to respond within such five (3) day period and/or fails to return the Amendment as required in this Exhibit C, then Landlord shall be free to lease the First Refusal Space and any additional space to the Prospect or any other party on such terms and conditions as Landlord deems appropriate, in Landlord's sole discretion, and this Right of First Refusal described in this Exhibit C shall automatically terminate.
- If Tenant elects to lease the First Refusal Space, the "Base Rent" for the First Refusal Space for purposes of the Lease, shall be an amount equal to the Base Rent set forth in Landlord's notice as set forth above, and shall be subject to increases pursuant to the terms of the Lease. The "Lease Term" of the Lease as to First Refusal Space shall be the longer of: (A) coterminous with Tenant's existing Lease Term for the Premises (and if the term proposed by Prospect is shorter than Tenant's remaining Lease Term, the terms for the extension period shall be market) or (B) the term proposed by the Prospect. The "Base Year" with respect to the First Refusal Space, for purposes of the Lease, shall be the calendar year proposed by the Prospect. Base Rent for the First Refusal Space shall commence on the earlier to occur of (i) the commencement date proposed by the Prospect or (ii) the date Tenant first occupies any of the First Refusal Space. In addition, Tenant shall deposit with Landlord an additional Security Deposit to secure its obligations under this Lease. Except as expressly set forth to the contrary in this Lease, from and after the date Tenant is required to pay Base Rent hereunder with respect to the First Refusal Space, all other terms and conditions of this Lease shall apply to the First Refusal Space and the First Refusal Space shall be deemed to be a part of the Premises for the Lease Term described in this Section (c).

- (d) Tenant's right to lease the First Refusal Space pursuant to this Exhibit is and shall at all times be subject and subordinate to other tenants and/or the rights of other tenants currently in effect with respect to such space, whether exercised or unexercised. This Right of First Refusal is personal to Tenant and shall become null and void upon the occurrence of an assignment of this Lease or a sublet of all or any portion of the Premises.
- (e) Promptly after Tenant's exercise of its right of first refusal, Landlord shall deliver to Tenant an amendment to the Lease to reflect changes in the Premises, Base Rent, Tenant's Proportionate Share and any other appropriate terms changed by the addition of the space. Within ten (10) days thereafter, Tenant shall execute and return the amendment. If Tenant fails to return the amendment within such ten (10) day period, at Landlord's written election, Tenant's rights under this Exhibit C shall be deemed terminated and Tenant shall have no further right to the First Refusal Space.

# MANAGED & LEASED BY: OWNED BY: Sun Life Financial HOKANSON COMPANIES INC. LEASING CONTACT: STEPHEN ADAMS 317-633-8063 OCCUPIED SUITE 420 7,589 RSF 14% AUD ON QCCUPIED SUITE 400 16,079 #SF 14% ADD SN [2] **FOURTH FLOOR** LAKE POINTE CENTER III design 8470 ALLISON POINTE BLVD. INDIANAPOLIS, INDIANA www.schottdesign.com DATE: 06.23.11 SCALE: NOT TO SCALE

SCHEDULE C-1

ROFR SPACE

# THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement (this "Third Amendment") is made and entered into as of the Lack day of Leave (the "Effective Date"), by and between LAKE POINTE TENANT, LLC, a Delaware limited liability company ("Landlord"), successor in interest to SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian corporation ("Prior Landlord"), successor in interest to E-L Allison Pointe II, LLP, an Indiana limited liability partnership ("Original Landlord") and BLEEKE DILLON CRANDALL, P.C., an Indiana professional corporation ("Tenant"), f/k/a Sweetin & Bleeke, P.C., f/k/a Tyra & Collesano, P.C.

#### **RECITALS:**

- A. Landlord and Tenant are parties to that certain Lease Agreement (the "Original Lease") dated as of December 30, 2003, as amended by First Amendment to Lease Agreement dated as of July 23, 2008 (the "First Amendment"), as amended by Second Amendment to Lease dated May 31, 2013 (the "Second Amendment"), pursuant to which Tenant is currently leasing approximately 7,589 rentable square feet comprised of Suites 420 and 440 and referred to currently as Suite 420 only (the "Current Premises") in that certain building known as Lake Pointe III located at 8470 Allison Pointe Boulevard, Indianapolis, Indiana ("Building").
- B. The sublease with Lunar Strategies, LLC referred to in the First Amendment and the sublease with Progeny Software, LLC referred to in the Second Amendment have terminated and are no longer in effect.
- C. Landlord and Tenant desire to extend the term of the Original Lease, as amended by the First Amendment and Second Amendment (collectively, the "*Lease*") and to further modify the Lease as set forth in this Third Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

- 1. <u>Recitals and Capitalized Terms</u>. The foregoing recitals are true and correct and are incorporated herein by this reference. Unless otherwise expressly provided herein, capitalized terms used herein shall have the same meanings as designated in the Lease. All references herein to the Lease shall include this Third Amendment. References in the Lease to (a) the "leased premises" mean the Current Premises prior to the Effective Date and the Premises on and after the Effective Date and (b) "base rent", "annual base rent" and "annual base rental" mean the "Base Rent".
- 2. <u>Premises</u>. Effective as of the date that is seven (7) days after the Effective Date ("Contraction Date"), the definition of the Premises set forth in <u>Paragraph 1</u> of the Lease is deleted and replaced with 6,054 rentable square feet comprised of a portion of the Current Premises, which will continue to be referred to as Suite 420, as outlined on <u>Exhibit A</u> attached hereto and incorporated by this reference. The Term as to the remainder of the Current Premises comprised of 1,535 rentable square feet ("Contraction Premises") as outlined on <u>Exhibit A</u> shall expire on the Contraction Date. Effective as of the Contraction Date, Tenant hereby releases, remises and quitclaims the Contraction Premises to Landlord, so that effective as of the Contraction Date, Tenant shall not have or claim any right to the Contraction Premises or any part thereof. Subject to Tenant's right to a credit to Base Rent as provided in this Section 2, Tenant shall pay all Rent due to and through the Contraction Date with respect to the Contraction Premises and surrender to Landlord the Contraction Premises on or before the Contraction

Date in the manner and in the condition provided for in the Lease. Tenant's failure to satisfy its obligations to timely vacate and surrender the Contraction Premises on or before the Contraction Date in accordance with this **Section 2** shall constitute (a) an automatic default under <u>Paragraph 18</u> of the Lease without necessity of delivery of notice or the opportunity cure and (b) a holdover as provided in <u>Paragraph 16</u> of the Lease, subject to all the covenants and obligations of the Lease and at a holdover Base Rent rate provided in <u>Paragraph 16</u> with respect to the Contraction Premises. Notwithstanding anything to the contrary in this Fifth Amendment, provided that Tenant timely vacates and surrenders the Contraction Premises on or before the Contraction Date in accordance with this **Section 2**, the Base Rent shall abate with respect to the Contraction Premises effective as of January 1, 2018, and Landlord shall credit Tenant's next accruing monthly installment of Base Rent with an amount equal to \$4,566.62 for the two monthly installments of Base Rent Tenant paid for January, 2018 and February, 2018, with respect to the Contraction Premises.

- 3. Extension of Term. The term of the Lease is hereby extended for sixty-five (65) months ("Extension Term") commencing on November 1, 2018 and expiring March 31, 2024.
- 4. <u>Base Rent</u>. Effective as of the January 1, 2018, annual base rent ("*Base Rent*") for the Premises during the Extension Term shall be due and payable in equal monthly installments on the first day of each calendar month, as provided in the Lease in accordance with the following schedule:

<u>Months</u>	Monthly installments
January 1, 2018 – October 31, 2018	of Base Rent \$ 9,005.33
November 1, 2018 – March 31, 2019*	\$10,594.50
April 1, 2019 – October 31, 2019	\$10,594.50
November 1, 2019 – October 31, 2020	\$10,846.75
November 1, 2020 – October 31, 2021	\$11,099.00
November 1, 2021 – October 31, 2022	\$11,351.25
November 1, 2022 – October 31, 2023	\$11,603.50
November 1, 2023 - March 31, 2024	\$11,855.75

\*Provided that no event of default set forth in <u>Paragraph 18</u> of the Lease occurs, the Base Rent shall be abated from November 1, 2018 through March 31, 2019 ("*Base Rent Abatement Period*"). All of the remaining terms and conditions of the Lease shall remain in full force and effect during the foregoing Base Rent Abatement Period. If any event of default occurs under this Lease during Tenant's occupancy, such Base Rent abatement shall immediately terminate, and all Base Rent which has then previously been abated shall immediately become due and payable.

- 5. <u>Base Year for Taxes</u>. Effective as of November 1, 2018, the second sentence of <u>Paragraph 4.A</u> of the Lease is amended to provide that for the Extension Term the "taxes" paid or incurred by Landlord during calendar year 2019 shall be deemed to be Landlord's Share of "taxes" for purposes of <u>Paragraph 4.A.</u>
- 6. <u>Base Year for Operating Costs</u>. Effective as of November 1, 2018, the first paragraph of <u>Paragraph 5.A</u> of the Lease is amended to provide that for the Extension Term, if Operating Costs paid or incurred by Landlord during any calendar year in the Extension Term (prorated for any partial calendar year) exceed the Operating Costs paid or incurred by Landlord during calendar year 2019, Tenant shall pay upon demand to Landlord for such year as additional rent in accordance with <u>Paragraph 5</u> its proportionate share of such excess calculated on the basis of the ratio set forth in <u>Paragraph 25.J.</u>

7. <u>Gross-Up of Operating Costs.</u> The last paragraph of <u>Paragraph 5.A</u> of the Lease is deleted in its entirety and replaced with the following:

"If the Building is less than 95% occupied, Landlord may elect to include in Operating Costs all additional Operating Costs of the Building which Landlord determines in accordance with sound management accounting principles that it would have paid or incurred during any calendar year, as if the Building had been 95% occupied. If the Building is equal to or greater than 95% occupied, Landlord may elect to include in Operating Costs all additional Operating Costs of the Building which Landlord determines in accordance with sound management accounting principles, that it would have paid or incurred during any calendar year, as if the Building had been 100% occupied. Notwithstanding anything in this Lease to the contrary, for purposes of determining Operating Costs during the Extension Term, in no event shall Controllable Operating Costs (as defined in this Paragraph 5.A) be deemed to have increased during any calendar year (or prorated portion thereof) following the calendar year 2019 by more than an amount equal to Controllable Operating Costs for the calendar year 2019 increased by five percent (5%) per annum, compounded annually on a cumulative basis. "Controllable Operating Costs" shall mean all Operating Costs other than taxes and assessments, insurance, utilities, and costs of unionized janitorial and security services, snow removal, and resulting from changes in applicable laws, rules, regulations or ordinances."

#### 8. Condition of the Premises.

- 8.1 <u>AS IS.</u> Except for Landlord's obligation to perform the Tenant Work (as defined in <u>Exhibit B-1</u> attached hereto and incorporated by this reference), TENANT ACCEPTS THE PREMISES "AS IS", "WHERE IS" AND WITH ANY AND ALL FAULTS. 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 OCCUPATION 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 THE TENANT'S USE PURSUANT TO THE LEASE.
- Reimbursable Items after subtracting any portion of the Tenant Allowance used as Rent Credit pursuant to this Section 8.2; provided that Tenant must deliver such invoice to Landlord on or before December 31, 2018 ("Allowance Deadline") in order to be eligible for such reimbursement. In addition, if Tenant delivers not default exists or would exist but for the purchase of Base Rent ("Rent Credit") and for the purchase of furniture, fixtures and equipment to be used within the Premises ("Reimbursable Items"). Landlord shall reimburse Tenant within 30 days after the date Landlord receives Tenant's invoice for actual documented costs incurred by Tenant in connection with the purchase of Reimbursable Items after subtracting any portion of the Tenant Allowance used as Rent Credit pursuant to this Section 8.2; provided that Tenant must deliver such invoice to Landlord on or before December 31, 2018 ("Allowance Deadline") in order to be eligible for such reimbursement. In addition, if Tenant delivers notice to Landlord that Tenant desires to use the Tenant Allowance for Rent Credit, then Landlord shall credit the next accruing installments of Base Rent prior to the Allowance Deadline by an amount equal to the unspent Tenant Allowance as of the due date of such Base Rent installments and after subtracting the

amount reimbursed or to be reimbursed to Tenant for Reimbursable Items pursuant to this **Section 8.2**. In no event shall the amount of the Rent Credit applied or the amount reimbursed to Tenant for Reimbursable Items pursuant to this **Section 8.2**, collectively, exceed the Tenant Allowance and Landlord shall have no obligation to pay, reimburse or allow Tenant any Rent Credit or reimbursement from the Tenant Allowance to the extent of any unused or expired portion of the Tenant Allowance that remains on the Allowance Deadline.

- 9. <u>Tenant's Insurance</u>. <u>Paragraph 14</u> of the Lease is deleted in its entirety and replaced with the following:
  - "14. **Tenant's Insurance**. 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 Property, 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 Property, 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 <u>paragraphs (a), (c) and (d)</u> 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 **Paragraph 14** 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. Landlord and its affiliates, Landlord's management company, Landlord's mortgagee, and such other parties as Landlord shall designate to Tenant who have an insurable interest in the Premises or Property shall: (i) be named as additional insureds with respect to the coverages provided for under Paragraph 14(a), (d) and (e), (ii) have waiver of subrogation rights with respect to the coverages provided for under Paragraph 14(a), (c), (d) and (e), and (iii) be named as loss payees as their interest may appear with respect to the coverage provided under Paragraph 14(b). Certificates of insurance together with any endorsements providing the required coverage will be delivered to Landlord from time to time at least 30 days prior to expiration of the term, material change, reduction in coverage, or other termination thereof. 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 Paragraph 14 will not be subject to a deductible or any self-insured retention. Landlord makes no representation that the limits of liability specified to be carried by Tenant pursuant to this Paragraph 14 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."
- 10. <u>Holdover</u>. <u>Paragraph 16</u> of the Lease is amended to delete "125%" and replace it with "125% for the first 60 days and thereafter 150% of".
- 11. <u>Mortgages</u>. <u>Paragraph 21</u> of the Lease is amended to provide that Tenant shall execute and deliver to Landlord such instruments, releases, or other documents pursuant to <u>Paragraph 21</u> within ten (10) days after Landlord's demand.
- 12. <u>Landlord's Notice Address</u>. Landlord's notice and payment addresses under <u>Paragraph</u> <u>24</u> of the Lease are amended to be the following:

Rent and other payments under subparagraph (1):

ACH Remittance:

(Preferred)

Wells Fargo Bank San Francisco, CA

ABA #: 121000248

To Credit: Lake Pointe Tenant, LLC

Account #: 4192380046

Or

Mail Check to:

Lake Pointe Tenant, LLC

P.O. Box 203932, Dept. 205306

Dallas, TX 75320-2932

Notices under subparagraph (2):

## LAKE POINTE TENANT, LLC

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Third Amendment to Office Lease – Bleeke Dillon & Crandall, P.C. February 9, 2018

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. 8470 Allison Pointe Blvd. Suite 21 Indianapolis, Indiana 46250

Attention: Property Manager -

Lake Pointe Center III and IV

- 13. <u>Building Amenities</u>. Landlord desires to offer certain amenities ("Amenities") to the tenants of the Building, which as of the Effective Date include: (a) a fitness/health care facility (the "Fitness Facility"), which is located at the Building; and (b) a conference room, which is located at the Building. Such Amenities may also include Amenities located at the building known as Lake Pointe Centre IV on the adjacent land having the address of 8520 Allison Pointe Blvd., Indianapolis, Indiana 46205 ("<u>Lake Pointe IV</u>"). 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 the Lease or for any particular period of time. To the extent that any Amenities are offered at the Building or at Lake Pointe IV, Tenant shall have the general and nonexclusive right, together with Landlord and the other tenants of the Building and Lake Pointe IV 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 IV may impose governing the hours, access to and use of the Amenities.
- 14. <u>Rules and Regulations</u>. **Exhibit D** attached to the Original Lease is deleted in its entirety and replaced with the new **Exhibit D** attached hereto and incorporated herein.

## 15. Renewal Option.

- change has occurred in Tenant's financial condition, (ii) this Lease is in full force and effect, and (iii) no event of default shall exist under this Lease, either on the date Tenant exercises its Renewal Option (as hereinafter defined) or as of the effective date of the Renewal Term (as hereinafter defined), or would exist but for the pendency of any cure periods provided under Paragraph 18 of the Lease; Tenant shall have the option to extend the term of the Lease with respect to the entire Premises for one (1) additional period (the "Renewal Option") of three (3) years (the "Renewal Term"). The Renewal Option shall be subject to all of the terms and conditions contained in the Lease except that: (i) the Renewal Rent (as defined in Section 15.3 of this Third Amendment) shall be at the then prevailing Market Rate (as defined in Section 15.3 of this Third Amendment) on the commencement date of the Renewal Term; (ii) Landlord shall have no obligation to improve the Premises or provide any improvement allowance, except for any improvement allowance that is offered as part of the Market Rate; and (iii) there shall be no further option to extend the term of this Lease beyond the Renewal Term.
- 15.2 <u>Determination of Market Rate.</u> Tenant shall send Landlord a preliminary expression of Tenant's willingness to renew this Lease no earlier than April 1, 2023, or later than

June 30, 2023 (the "Renewal Notice"). In the event Tenant timely provides Landlord with Tenant's Renewal Notice, Landlord shall notify Tenant ("Landlord's Response") on or before July 31, 2023, of the Renewal Rent to be payable by Tenant during the Renewal Term. Upon receipt of Landlord's Response, Tenant shall thereafter have the right, exercisable by written notice to Landlord on or before 30 days after Landlord's delivery of Landlord's Response to reject Landlord's Response, in which event this Section 15 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 Extension Term. In the event Tenant fails to reject Landlord's Response on or before the expiration of such 30-day period, then it shall be conclusively deemed that Tenant shall have irrevocably exercised its Renewal Option under this Section 15 for the Renewal Rent stated in Landlord's Response. In the event any date referenced in this Section 15 falls on a day other than a business day, such date shall be deemed to be the next following business day.

- 15.3 <u>Renewal Rent</u>. The "*Renewal Rent*" for the Renewal Term shall be an amount equal to the prevailing Market Rate. As used herein "*Market Rate*" shall mean the then prevailing market rate for full service base rent for tenants of comparable quality for renewal leases in buildings of comparable size, age, use, location and quality in the Keystone submarket, taking into consideration the extent of the availability of space as large as the Premises in the marketplace and all other economic terms (including tenant improvement allowances) then customarily prevailing in such renewal leases in said marketplace.
- 15.4 <u>Personal Option</u>. This Renewal Option is personal with respect to BLEEKE DILLON CRANDALL, P.C. Any assignment or subletting shall automatically terminate BLEEKE DILLON CRANDALL, P.C's rights hereunder. Time is of the essence with respect to the provisions of this **Section 15**.
- 16. <u>Tenant's Proportionate Share</u>. Effective as of January 1, 2018, <u>Paragraph 25.J</u> of the Lease is amended to provide that Tenant's "proportionate share" is amended to be 6.90% based on the numerator of 6,054 rentable square feet in the Premises divided by the denominator of 87,681 rentable square feet in the Building.
- 17. <u>Security Deposit; Financial Statements.</u> Tenant shall be required to keep in place the Security Deposit as defined in **Section 11** of the First Amendment in the amount of \$10,751.08, but Landlord and Tenant acknowledge and agree that Tenant's obligation to maintain the Letter of Credit was eliminated under the Second Amendment. Within 15 days after Landlord's request, 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.
- 18. <u>Authority</u>. Tenant hereby represents and warrants that Tenant has full power and authority to enter into this Third Amendment and that the undersigned officer is authorized to execute this Third Amendment on behalf of Tenant. If requested by Landlord, Tenant shall provide Landlord with copies of Tenant's organizational documents, an incumbency certificate certifying to the above and minutes certified by an authorized representative of Tenant as being true, correct, and complete, as may be reasonably required to demonstrate that this Third Amendment is binding upon and enforceable against Tenant.

- 19. Options. The Extension Option and the Right of First Refusal set forth in the Second Amendment are deleted in their entirety. Except for the Renewal Option set forth in **Section 15** of this Third Amendment, Landlord and Tenant acknowledge and agree that Landlord has not granted Tenant (i) any rights of first refusal; (ii) any expansion rights; (iii) any rights of first offer; (iv) any rights to cancel or terminate the Lease as to all or any portion of the Premises; or (v) any options to renew or extend the term of the Lease as to any of the Premises for any period after or beyond the expiration of Extension Term set forth in this Third Amendment.
- 20. <u>Brokerage</u>. Except for Jones Lang LaSalle Brokerage, Inc. ("*Broker*"), Tenant and Landlord each agree to indemnify and hold the other harmless of and from any and all loss, costs, damages or expenses (including, without limitation, all attorneys' fees and disbursements) by reason of any claim of or liability to any broker or person claiming through the indemnifying party and arising out of or in connection with the negotiation, execution and delivery of this Third Amendment. Broker will be compensated by Landlord pursuant to the terms of a separate agreement.
- 21. <u>Counterclaims</u>; <u>Limitation of Liability</u>. As of the date of Tenant's execution and delivery of this Third Amendment, there exist no offsets, counterclaims or defenses of Tenant under the Lease against Landlord, and there exist no events which would constitute a basis for such offsets, counterclaims, or defenses against Landlord upon the lapse of time or the giving of notice or both. Without limiting the generality of the foregoing, Tenant hereby represents and warrants that, as of Tenant's execution and delivery of this Third Amendment to Tenant's knowledge, Landlord is not in default under the Lease. 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 the Lease. If Landlord defaults in the performance of any of its obligations under the Lease 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.
- 22. <u>Continued Effect</u>. Except as otherwise provided in this Third Amendment, all other provisions of the Lease shall remain unmodified and in full force and effect.
- 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.

- 24. <u>Multiple Counterparts</u>. This Third Amendment 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 Third Amendment may be executed by a party's signature transmitted by facsimile or e-mail, and copies of this Third Amendment 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 Third Amendment as if it were an original signature page.
- Anti-Terrorism. Tenant represents and warrants to and covenants with Landlord that (i) 25. 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, it 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 Section 25.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Third Amendment has been executed as of the Effective Date.

# TENANT:

# BLEEKE DILLON CRANDALL, P.C.,

an Indiana professional corporation

By: // Condall

Title: Secretary | Shareholde

Date: 2 | 15 | 18

## 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

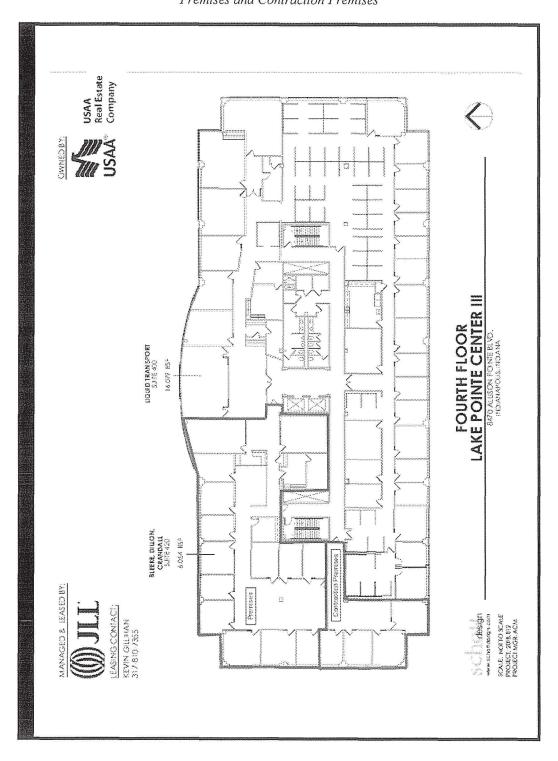
By: USAA Real Estate Company, a Delaware corporation, its general partner

ice of

Name: PETER MCLAUGHLIN

Title: Managing Director
Date: 2/22/12018

**EXHIBIT A**Premises and Contraction Premises



 $\begin{array}{c} \text{Page 11} \\ \text{Third Amendment to Office Lease-Bleeke Dillon \& Crandall, P.C.} \\ \text{February 9, 2018} \end{array}$ 

#### **EXHIBIT B-1**

#### Work Agreement

This Work Agreement is attached to and made a part of that certain Office [Industrial Building] Lease executed concurrently herewith (the "Lease"), by and between LAKE POINTE TENANT, LLC, a Delaware limited liability company ("Landlord") and BLEEKE DILLON CRANDALL, P.C., an Indiana professional corporation ("Tenant"), covering certain Premises described in the Lease. The terms used in this Work Agreement that are defined in the Lease shall have the same meanings as provided in the Lease.

- 1. <u>General</u>. Landlord and Tenant agree that this Work Agreement is merely one part of the Lease, which contains the overall agreement concerning Tenant's use and occupancy of the Premises. In no event is this Work Agreement or the Lease a construction contract or an agreement collateral to or affecting a construction contract.
- 1.1 <u>Tenant Work</u>. Landlord shall furnish and install the improvements as reflected on the space plan and finish schedule (collectively, the "*Pricing Plan*") attached as <u>Exhibit B-2</u> hereto and made a part hereof (the "*Tenant Work*"). The Tenant Work shall be constructed pursuant to this Work Agreement and shall be performed only by Landlord's contractor. All Tenant Work shall become the property of Landlord upon expiration or earlier termination of the Lease and shall remain on the Premises at all times during the Term of the Lease.
- 1.2 Approved Pricing Plan; Construction Drawings and Specifications. Landlord and Tenant have approved the Pricing Plan for the construction of the Tenant Work. The "Construction Drawings and Specifications" as used herein shall mean the construction working drawings, the mechanical, electrical and other technical specifications, and the finishing details, including wall finishes and colors and technical and mechanical equipment installation, if any, all of which details the installation of the Tenant Work. All Construction Drawings and Specifications for the Tenant Work shall be subject to Landlord's and Tenant's prior written approval, which shall not be unreasonably withheld, except that Landlord shall have complete discretion with regard to granting or withholding approval of Construction Drawings and Specifications to the extent they (i) deviate in any respect from the Pricing Plan, (ii) impact the Building's structure or systems or affect future marketability of the Building or (iii) would be visible from the exterior of the Building or any Common Area within the Building. Any changes, additions or modifications that Tenant desires to make to the Pricing Plan or Construction Drawings and Specifications also shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld except as provided above for deviation from the Pricing Plan or for the Building structure, system, marketability or appearance impact.
- 1.3 <u>Construction Representatives</u>. Landlord hereby appoints and Tenant hereby approves Jeff Humphreys as Landlord's Representative ("Landlord's Representative") to act for Landlord in all matters covered by this Work Agreement. Tenant hereby appoints and Landlord hereby approves Adrienne Aronson-White as Tenant's Representative ("Tenant's Representative") to act for Tenant in all matters covered by this Work Agreement. In the event that Tenant's Representative as specified above is unavailable for a period in excess of one (1) business day, Tenant shall make available Jeb Crandall as an alternative Tenant Representative who shall have full power and authority to bind Tenant. All inquiries, requests, instructions, authorizations and other communications with respect to the matters covered by this Work Agreement shall be made to Landlord's Representative or Tenant's Representative as the case may be. Authorization made by Tenant's Representative shall be binding and Tenant shall be responsible

for all costs authorized by Tenant's Representative. Either party may change its Representative under this Work Agreement at any time by written notice to the other party. Landlord shall not be obligated to respond to or act upon any plan, drawing, change order or approval or other matter relating to the Tenant Work until it has been executed by Tenant's Representative. Except as otherwise provided in this Work Agreement, within three (3) business days of receipt of any requested approval of any item, document or other matter related to the Tenant Work, including, without limitation, approval of the Construction Drawings and Specifications, Tenant's Representative shall approve or disapprove (with sufficient detail) any such request.

- 1.4 <u>Cost Estimate</u>. Prior to the commencement of construction of the Tenant Work, Landlord shall obtain a written estimate of the Cost of the Tenant Work for all Tenant Work required by the Construction Drawings and Specifications. Landlord shall either approve the estimate or disapprove specific items and submit to Tenant, for approval, revisions to the Construction Drawings and Specifications which reflect the deletion or substitution of such disapproved items. Upon Tenant's approval of such revisions and Landlord's approval of said estimate, such approved estimate will be hereinafter known as the "Cost Estimate". Landlord shall then have the right to purchase special installations requiring extended material delivery lead items as set forth on the Construction Drawings and Specifications and to commence the construction of the items included in said Cost Estimate.
  - (a) <u>No Obligation of Landlord</u>. Until Landlord approves the Cost Estimate and Tenant approves any revisions to the Construction Drawings and Specifications pursuant to **Paragraph 1.4**, Landlord shall be under no obligation to construct the Tenant Work and shall have the right to terminate this Lease and be released from all further obligations under this Work Agreement and the Lease.
  - (b) Cost of the Tenant Work. "Cost of the Tenant Work" means: (i) architectural and engineering fees incurred in connection with the preparation of the Space Plan and Construction Drawings and Specifications; (ii) governmental agency plan check, permit and other fees (including any changes required by any governmental entity or authority having jurisdiction thereof); (iii) sales and use taxes; (iv) insurance fees associated with the construction of the Tenant Work; (v) testing and inspecting costs; (vi) the actual costs and charges for material and labor, contractor's profit and contractor's general overhead incurred by Landlord in constructing the Tenant Work, including Landlord's overhead and administrative fee, which shall be five percent (5%) of the Cost of the Tenant Work; and (vii) all other costs to be expended by Landlord in the construction of the Tenant Work.
- 2. <u>Change Orders.</u> If Tenant desires any change or addition to the work or materials to be provided by Landlord pursuant to this Work Agreement after Tenant's and Landlord's approval of the Pricing Plan, Tenant shall provide Landlord with a request for a "*Proposal for Change*". Landlord shall respond to Tenant's request with a change quotation, including the scope of the work, the cost, and the delay in Substantial Completion, if any, as soon as possible, but in no event later than five (5) business days after such request is made. If Tenant approves such change quotation, Landlord shall issue a "*Change Order*". All additional expenses attributable to any Change Order requested by Tenant and approved by Landlord shall be payable along with a ten percent (10%) overhead and administration fee to Landlord by Tenant upon approval by Tenant of the Change Order cost and/or delay, if any.
- 3. <u>Construction of Tenant Work.</u> Following Landlord's approval of the Cost Estimate and Tenant's approval of any revisions to the Construction Drawings and Specifications pursuant to **Paragraph 1.4**, Landlord's contractor shall commence and diligently proceed with the construction of all

of the Tenant Work, subject to delays beyond the reasonable control of Landlord or its contractor. Promptly upon the commencement of the Tenant Work, Landlord shall furnish Tenant with a construction schedule setting forth the projected completion dates therefor and showing the deadlines for any actions required to be taken by Tenant during such construction, and Landlord may from time to time during the prosecution of the Tenant Work modify or amend such schedule due to unforeseeable delays encountered by Landlord. Landlord shall make a reasonable effort to meet such schedule as the same may be modified or amended. Landlord will perform the Tenant Work between the hours of 5:00 p.m. local Eastern Time and 8:00 p.m. local Eastern Time, Monday through Friday and at any time on Saturday and Sunday and shall endeavor to minimize disruption to Tenant's business during such performance.

#### 4. Substantial Completion.

- 4.1 <u>General</u>. Landlord shall use commercially reasonable efforts to Substantially Complete (as defined below) the Tenant Work within 60 calendar days after the Landlord's receipt of a building permit and other necessary governmental approvals, but neither the validity of this Lease nor the obligations of Tenant under this Lease shall be affected by a failure to Substantially Complete the Tenant Work by such date, and Tenant shall have no claim against Landlord because of Landlord's failure to Substantially Complete the Tenant Work on the date originally fixed therefor.
- 4.2 <u>Substantial Completion</u>. "Substantial Completion" of the Tenant Work shall be conclusively deemed to have occurred as soon as the Tenant Work to be installed by Landlord pursuant to this Work Agreement has been constructed in accordance with the Construction Drawings and Specifications and approved Change Orders for the Tenant Work. Notwithstanding the above, the Tenant Work shall be considered Substantially Complete and the Premises ready to be utilized for its intended purpose even though (a) there remain to be completed in the Premises Punch List (as described in **Paragraph 5**) items, the lack of completion of which will not materially interfere with Tenant's permitted use of the Premises, or (b) there is a delay in the Substantial Completion of the Tenant Work due to a Tenant Delay.
  - 4.3 Tenant Delay. The following items shall be referred to as a "Tenant Delay":
  - (a) Tenant's request for changes or additions to the Tenant Work subsequent to the date of Landlord's approval of the Pricing Plan;
  - (b) Any time spent rebidding the Cost Estimate or any subcontractor's bid at Tenant's request;
  - (c) Tenant's failure to pay when due any amounts required pursuant to this Work Agreement;
  - (d) Tenant's failure to approve or disapprove of any action item within the time limits required herein;
  - (e) The performance of or failure to perform any work by Tenant or any person or firm employed or retained by Tenant;
  - (f) Tenant's request for materials, finishes or installations which are not available as needed to meet the general contractor's schedule for Substantial Completion;

- (g) Tenant's or Tenant's Agents interference with the general contractor's schedule; or
  - (h) Any other Tenant-caused delay.
- 5. <u>Punch-List</u>. Prior to delivery of possession of the Premises to Tenant, Landlord and Tenant shall examine the Premises and shall agree upon the final "*Punch-List*" which will specify any portion of the Tenant Work that require correction. The continued possession of the Premises by Tenant shall constitute an acknowledgement by Tenant that the Premises are in good condition and that all Tenant Work required by Landlord are satisfactory, except as to any items contained in the Punch-List. Landlord agrees to correct and complete any such items outlined in the Punch-List as soon as practicable. Landlord and Tenant acknowledge that Tenant shall be in possession of the Premises during the commencement and completion of the Tenant Work.
- Removal of Tenant Work. Portions of the Tenant Work, as reasonably determined by 6. Landlord to be specialized Tenant Work (e.g. floor and ceiling mounted auxiliary air conditioning units, non-building standard fire suppression/control systems, computer rooms, auditoriums, laboratories, Cabling (as defined herein)) 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 or earlier termination of this Lease as the property of Landlord without disturbance, molestation or injury. If Landlord requires the removal of all or part of the Tenant Work, Tenant, at its expense, shall repair any damage to the Premises or the Building caused by such removal and restore the Premises to its condition prior to the installation of the Tenant Work. If Tenant fails to remove the Tenant Work upon Landlord's request, then Landlord may (but shall not be obligated to) remove 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 the same, shall be charged to Tenant and paid upon demand. 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. Upon the expiration or earlier termination of this Lease, Tenant shall remove all Cabling installed by Tenant anywhere in the Premises or the Building to the point of the origin of such Cabling, and repair any damage to the Premises or the Building resulting from such removal.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Work Agreement has been executed as of the Effective Date.

# **TENANT**:

# BLEEKE DILLON CRANDALL, P.C.,

an Indiana professional corporation

By: Jeb Crandall

Title: Secretary I Shareholder

Date: 2 | 15|18

#### 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

75.27 Ser

Date:

By: Name: Na

Title: PETER MCLAUGHLIN

Managing Director 2/22/20

# EXHIBIT B-2

Pricing Plan

[Attached]



NOT FOR CONSTRUCTION CONTRACTOR TO FIELD VERFY EXISTING CONDITIONS PRIOR TO PRICING THIS PLAN

# NOTES

THIS PLAN AND THE ASSOCIATED NOTES ARE NOT AN ALL-INCLUSIVE LIST AND SCHOTI DESIGN IS NOT RESPONSIBLE FOR ITEMS NOT LISTED HERE. CONTRACTOR TO COORDINATE WITH BUILDING OWNER/MANAGEMENT AND TENANT AS REQUIRED.

AO 1) PROVIDE ALTERNATE PRICE FOR NEW LUXURY VINYL PLANK FLOORING (\$6 PER SF INSTALLED) WITH 4"H VINYL WALL BASE IN BREAK ROOM.

PROVIDE ALTERNATE PRICE FOR NEW VINYL COMPOSITION TILE WITH 4"H VINYL WALL BASE IN BREAK ROOM. ASSUME UP TO 2 COLORS TO BE INSTALLED IN A PATTERN. (A02)

PROVIDE NEW PARTIAL HEIGHT WALL DESIGN INTENT IS FOR PARTIAL HEIGHT WALL TO MATCH TENANT'S EXISTING PARTIAL HEIGHT WALL HEIGHT, WOOD TOP AND PAINT. PROVIDE NEW 4'H VINYL WALL BASE ON PARTIAL HEIGHT WALL (A03)

(A04) PROVIDE JUNCTION BOX AND DATA FOR TENANT'S FURNITURE SYSTEM.

PROVIDE NEW DEDICATED OUTLET AND DATA BOX FOR TENANT'S COPIER. (A05)

INSTALL DOOR AND FRAME FROM DEMOLITION.
COORDINATE WITH TENANT ON EXACT HARDWARE
REQUIRED TO MATCH CORRIDOR SIDE OF WALL
REQUIRED TO MATCH CORRIDOR STANDARD, FINISH
TENANT SIDE OF WALL TO MATCH TENANT STANDARD. (A06)

REFER TO ELEVATION DETAILS FOR NEW CASEWORK. PROVIDE NEW DEDICATED OUTLET FOR TENANT'S MICROWAVE. PROVIDE (3) ADDITIONAL OUTLETS. MOVE EXISTING OUTLETS FROM 44" AFF TO 42" AFF. (A07)

PROVIDE NEW OUTLET AND DATA BOX AT TENANT'S SCANNER STATION. (A08)

PROVIDE NEW PAINT AND VINYL WALL BASE TO MATCH EXISTING TENANT STANDARD ON TENANT SIDE OF DOOR INFILL. FINISH WALL AND PREP FOR NEW FINISHES ON VACANT SIDE OF DOOR INFILL. (A09)

PROVIDE ALTERNATE PRICE FOR NEW PLASTIC LAMINATE
COUNTERTOP/CABINETRY IN SIMILAR LAVOUT TO EXISTING.
PRICING TO INCLUDE NEW AMSTRONG STANDATE
EXCELOR FLOORING AND 4TH VINTY WALL BASE
PROVIDE NEW GE ADA HEIGHT DISHWASHER WITH HIDDEN
CONTROLS: GUITG/68.SS. PROVIDE NEW GARBAGE
DISPOSAL SIMILAR TO: BADGER INSINKERATOR 5 1

(A11)

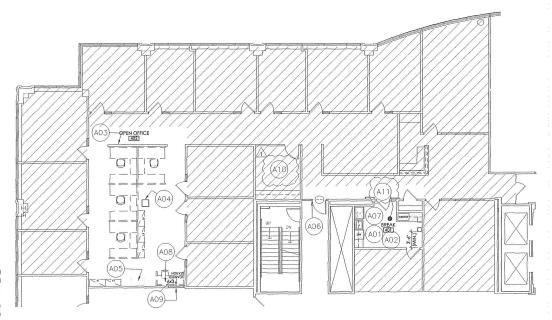
SCI design www.schottdesign.com

SCALE: NOT TO SCALE PROJECT: 2017.464 PROJECT MGR: ACM

(A10)

# **LEGEND**

EXISTING TO REMAIN		NEW CONSTRUCTION	
	WALL		WALL
	PARTIAL HEIGHT WALL		PARTIAL HEIGHT WALL
II	WINDOW / SIDELIGHT	an(16	WINDOW / SIDELIGHT
$\supset$	DOOR AND FRAME	9	DOOR AND FRAME
			NEW BUILT-IN CASEWORK/ PLUMBING FIXTURE



# BLEEKE, DILLON + CRANDALL

8470 ALLISON POINTE BLVD, SUITE 420 INDIANAPOLIS, INDIANA

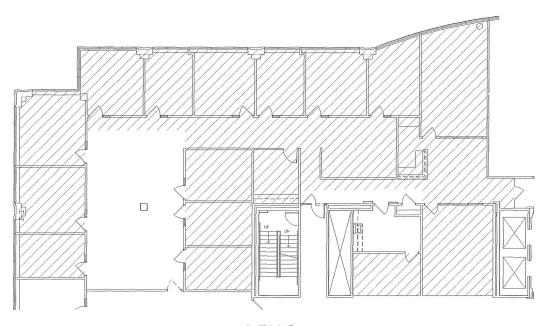


DATE: 02.08.18 REVISION 🐊



# **LEGEND**

EXISTING TO BE REMOVED	EXISTING TO REMAIN
EEEE WALL	WALL
DOOR AND FRAME	DOOR AND FRAME

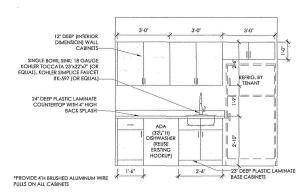


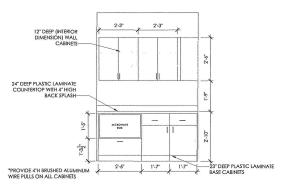
design www.schottdesign.com SCALE: NOT TO SCALE PROJECT: 2017.464 PROJECT MGR: ACM

**DEMO** BLEEKE, DILLON + CRANDALL

8470 ALLISON POINTE BLVD, SUITE 420
INDIANAPOLIS, INDIANA





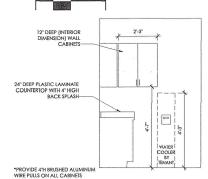


# ELEVATION - BREAK ROOM

0 1' 2' 4'

ELEVATION - BREAK ROOM
0 1' 2' 4'





# $\frac{3}{XXX}$

# **ELEVATION - BREAK ROOM**





BLEEKE, DILLON + CRANDALL

8470 ALLISON POINTE BLVD, SUITE 420
INDIANAPOLIS, INDIANA

NOT FOR CONSTRUCTION

"CONTRACTOR TO FIELD VERFY EXISTING
CONDITIONS PRIOR TO PRICING THIS PLAN



SCALE: NOT TO SCALE PROJECT: 2017.464 PROJECT MGR: ACM

#### EXHIBIT D

#### 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 Building or Property ("*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 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) ("*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 a call center, 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 8:00 A.M. and 6:00 P.M. Monday through Friday and, upon request by Tenant, between the hours of 8:00 A.M. and 1:00 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. 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 service dogs meeting the requirements of the Americans With Disabilities Act of 1990, as amended from time to time, Public Law 101-336; 42 U.S.C. §§12101, et seq., who are individually trained to do work or perform tasks for the benefit of an individual with a disability.
- 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.
- 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 nonbusiness 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. 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. Space on any exterior signage will be provided in Landlord's sole discretion.
- 25. Neither Landlord nor any operator of the parking areas, lots or structures and related facilities on the Property ("*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 ensure that any vehicle parked in any of the Parking Facilities will be kept in proper repair and will not leak 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 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 judgement 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. 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.

RE: Request for Legal confirmation for Landlord Signature - Bleeke Dillion Crandall Suite 420 - 5,500 Sq Ft





This is correct.

### Dinsmôre

#### Robert Inselberg

Dinsmore & Shohl LLP • Legal Counsel 211 North Pennsylvania Street, Suite 1800, Indianapolis, IN 46204

T (317) 860-5342 • F (317) 639-6444

From: Regina Hall < rhall@wilkow.com>

Sent: Monday, October 16, 2023 1:05 PM

To: Inselberg, Robert < <a href="mailto:Rob.Inselberg@dinsmore.com">Robert < <a href=

Cc: Gillihan, Kevin <<a href="mailto:sevin-y.evin-gillihan@ill.com">".Zito, Abby <a href="mailto:sevin-gillihan@ill.com">".Zito, Abby <a href="mailto:sevin-Cafouras <<u>icafouras@wilkow.com</u>>; Linda Campbell <<u>lcampbell@wilkow.com</u>>; Nancy Guerra <<u>NGuerra@wilkow.com</u>>

Subject: Request for Legal confirmation for Landlord Signature - Bleeke Dillion Crandall Suite 420 - 5,500 Sq Ft

 $Hi\ Rob-can\ you\ please\ confirm\ the\ attached\ Tenant\ Executed\ 4^{th}\ Amendment\ is\ the\ correct\ form\ for\ Landlord\ Signature.$ 

Thank you, Gina

Regina Hall General Manager M&JWILKOW 10401 N. Meridian Street

#### Re: Bleeke signed LOI 0 ← Reply ≪ Reply All → Forward Chun Leung <Cleung@draadvisors.com> To Gillihan, Kevin; Inselberg, Robert; Chris Cafouras; Dean Sickles; Greg Mast; John Wiechart; Linda Campbell; Nancy Guerra; Regina Hall; Timothy Shields; Zahra Derrick; Zito, Abby Fri 9/1/2023 10:39 AM (i) If there are problems with how this message is displayed, click here to view it in a web browser. DRA approves of lease drafting as well.

Re: Bleeke signed LOI



Thanks

Timothy Shields
To Gillihan, Kevin
Cc Inselberg, Robert; Chris Cafouras; Chun Leung; Dean Sickles; Greg Mast; John Wiechart; Linda Campbell; Nancy Guerra; Regina Hall;
Zahra Derrick; Zito, Abby



Thu 8/31/2023 3:19 P

•••

M&J Wilkow approves

Tim Shields Senior Vice President M&J Wilkow, Ltd. 20 South Clark Street Chicago, IL 60603 312.279.5989 312.925.4725 c tshields@wilkow.com

### FOURTH AMENDMENT OF LEASE

THIS FOURTH AMENDMENT OF LEASE ("Amendment") is made this  $\frac{22\text{nd}}{}$  day of November, 2023 by and between **G&I IX MJW LAKE POINTE III & IV LLC**, a Delaware limited liability company ("Landlord") and **BLEEKE DILLON CRANDALL**, **P.C.**, an Indiana professional corporation ("Tenant").

#### **RECITALS:**

- A. Landlord and Tenant are the current parties to that certain Lease Agreement dated December 30, 2003, as amended by First Amendment to Lease Agreement dated July 23, 2008, Second Amendment to Lease dated May 31, 2013 and Third Amendment to Lease Agreement dated February 22, 2018 (as heretofore amended and assigned, the "Lease") demising to Tenant Suite 420, currently deemed to contain approximately 6,178 square feet of rentable area (the "Premises") in the office building commonly known as Lake Pointe III located at 8470 Allison Pointe Boulevard, Indianapolis, Indiana (the "Building");
- B. The Term of the Lease is scheduled to expire as of March 31, 2024. Tenant has requested and Landlord has agreed to extend the Term of this Lease on the terms and conditions herein set forth.
- C. Landlord and Tenant desire to modify the Lease to provide for the 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. **Premises**. Notwithstanding anything to the contrary, as of the Extension Term Commencement Date (hereinafter defined), the Premises shall be deemed to be comprised of (i) 5,500 rentable square feet which shall remain part of the Premises throughout the Extended Term (hereinafter defined) (the "Permanent Space"), and (ii) 678 square feet of space which Landlord can take back at any time upon thirty (30) days notice to Tenant (the "Give Back Space"). The Permanent Space and Give Back Space are depicted on **Exhibit A** attached hereto. Until such time as Landlord takes possession of the Give Back Space, Tenant may fully utilize the Give Back Space for all purposes herein. However only the Permanent Space shall be utilized in the determination of Base Rent and Tenant's "proportionate share".
- 2. **Extension of Lease Term**. The Term is hereby extended for a period commencing on April 1, 2024 (the "Extension Term Commencement Date") and continuing for a period of eighty-three (83) months from the Extension Term Commencement Date (the "Extension Term Expiration Date") (the period between the Extension Term Commencement Date and the Extension Term Expiration Date, the "Extension Term"). Notwithstanding anything to the contrary, Tenant shall have no right or option to extend the Term upon the conclusion of the Extension Term.
- 3. **Condition of Premises; Tenant Allowance.** 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 provide up to One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00) [based on \$20.00 per rentable square foot of the Permanent Space] (the "Tenant Allowance") towards the reimbursement of the costs incurred with respect to completion of certain improvements to the Premises to be completed for the benefit of Tenant, subject to Landlord's prior approval, which shall not be unreasonably withheld, conditioned or delayed (the "Tenant Work"). Landlord shall also pay the costs incurred with respect to initial space planning by Schott Design for the Tenant Work and up to two (2) revisions thereof (the "Space Plan Allowance"). Any costs incurred with respect to such space planning in excess of the Space Planning Allowance shall be the sole responsibility of Tenant. Landlord will provide all construction management services to coordinate the Tenant Work and shall charge a construction management fee equal to three percent (3%) of the hard costs of the Tenant Work, which such fee may be offset against Tenant Allowance payments made hereunder. In no event shall Landlord be obligated to make disbursements in a total amount which exceeds the Tenant Allowance. In the event the cost of the Tenant Work exceeds the Tenant Allowance, such excess shall be borne exclusively by Tenant. Landlord makes no representation or warranty whatsoever as to the total cost of the Tenant Work and Tenant acknowledges that the total cost of the Tenant Work may exceed the Tenant Allowance. Notwithstanding anything to the contrary, to the extent the Tenant Allowance exceeds the actual amount incurred by Landlord in the completion of the Tenant Work, Tenant may elect to use any unused portion of the Tenant Allowance to pay for wiring, furniture, fixtures and equipment, or other business related expenses. Any amount of Tenant Allowance not used or not submitted for reimbursement within twelve (12) months of the Extension Term Commencement Date shall be deemed forfeited by Tenant.

All alterations, additions, fixtures and other 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. If, at the time that Tenant requests Landlord's consent to make alterations or additions to, or install fixtures in, the Premises, Tenant also requests Landlord's determination as to whether any such alterations, additions, fixtures will be required to be removed by Tenant at the expiration or earlier termination of the Lease, Landlord shall provide a determination at such time. Otherwise, at Landlord's request, made before or after the expiration or earlier termination of the Term, 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), as well as all fixtures, equipment, wiring and cabling, 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, wiring and cabling, personal 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, wiring and cabling, 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.

## 4. Rent Payment Modifications.

A. Commencing as of the Extension Term Commencement Date, the Base Rent for the Premises (as determined based upon square footage of Permanent Space only) shall be payable as follows:

<u>Period</u>	Rate/sf	<b>Monthly Rent</b>
Months 1 – 12	\$22.00	\$10,083.33
Months 13 – 24	\$22.55	\$10,335.42
Months 25 – 36	\$23.11	\$10,592.08
Months 37 – 48	\$23.69	\$10,857.92
Months 49 – 60	\$24.28	\$11,128.33
Months 61 – 72	\$24.89	\$11,407.92
Months 73 – 83	\$25.51	\$11,692.08

<sup>\*</sup> Notwithstanding anything to the contrary contained herein, and solely as a concession to enter this Amendment, Tenant's obligation to pay Base Rent shall be abated with respect to the entirety of the Premises for Months 1-5, 10, 22, 34, 46, 58 and 70 following the Extension Term Commencement Date.

- B. Effective as of the Extension Term Commencement Date, (i) the second sentence of Paragraph 4.A. of the Lease is amended to provided that for the Extension Term the "taxes" paid or incurred by Landlord during calendar year 2024 shall be deemed to be Landlord's Share of "taxes" for purposes of Paragraph 4.A, (ii) the first paragraph of Paragraph 5.A. of the Lease is amended to provide that for the Extension Term, if Operating Costs paid or incurred by Landlord in any calendar year in the Extension Term (prorated for any partial calendar year) exceed the Operating Costs paid or incurred by Landlord during calendar year 2024, Tenant shall pay upon demand to Landlord for such year as additional rent in accordance with Paragraph 5 its proportionate share of such excess, and (iii) Tenant's "proportionate share" as set forth in Paragraph 25.J. shall be deemed to be 6.1172%.
- 5. **Insurance.** Section 14 of the Lease is hereby deleted in its entirety and replaced with the following in lieu thereof:
  - "14. <u>Tenant's Insurance</u>. 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) <u>Commercial General Liability</u>. 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 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 initial amount, with no deductible, of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence limit, Two Million and 00/100 Dollars (\$2,000,000.00) general aggregate limit per location, Two Million and 00/100 Dollars (\$2,000,000.00) products/completed operations limit and One Million and 00/100 Dollars

(\$1,000,000.00) damage to premises rented to you, with an Excess Limits (Umbrella) Policy in the amount of at least Five Million and 00/100 Dollars (\$5,000,000.00) per occurrence and Five Million and 00/100 Dollars (\$5,000,000.00) aggregate. Each policy shall also include the broad form comprehensive general liability endorsement or equivalent and, in addition, shall provide at least the following extensions or endorsements, if available: (1) coverage for explosion, collapse, and underground damage hazards, when applicable; (2) personal injury coverage to include liability assumed under any contract; (3) a cross liability or severability of interest extension or endorsement or equivalent so that if 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) <u>Automobile</u>. Comprehensive automobile liability insurance on an occurrence basis in an initial amount of at least One Million and 00/100 Dollars (\$1,000,000.00) combined single limit. This policy shall be on the then most current ISO form, providing the broadest coverage written to cover owned, hired, and non-owned automobiles. The policy shall include cross liability and severability of interest endorsements, if available.
- (c) <u>Property</u>. Special coverage/all-risk property insurance, including fire and lightning, extended coverage, sprinkler damage, theft, vandalism and malicious mischief, or the ISO causes of loss-special form; and flood insurance (if required by Landlord, any lender of the Property, or any governmental authority) in an amount adequate to cover 100% of the replacement costs, without coinsurance, 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 and with no deductible.
- (d) <u>Workers' Compensation</u>. Workers' compensation insurance in the amount required by law and employer's liability coverage of at least One Million and 00/100 Dollars (\$1,000,000.00) bodily injury per accident, One Million and 00/100 Dollars (\$1,000,000.00) for bodily injury by disease for each employee, and One Million and 00/100 Dollars (\$1,000,000.00) bodily injury disease aggregate and covering all persons employed, directly or indirectly, in connection with Tenant's business or the Tenant improvements or any future alterations.

- (e) <u>Business Interruption</u>. 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) <u>Other Insurance</u>. 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, EVEN IF SUCH LOSS IS CAUSED SOLELY OR IN PART 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) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance required of Tenant. 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 POLICIES (EXCLUDING WORKER'S COMPENSATION THE POLICY). EACH OF SAID POLICIES SHALL ALSO INCLUDE AN ENDORSEMENT PROVIDING THAT LANDLORD SHALL RECEIVE THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF ANY CANCELLATION, NONRENEWAL OR REDUCTION OF COVERAGE (EXCEPT THAT TEN (10) DAYS' NOTICE SHALL BE SUFFICIENT IN THE CASE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM). Regardless of carrier/agent notification to Landlord, Tenant shall provide Landlord with at least ten (10) days prior notice of any policy cancellation or material reduction in coverage limits or coverage amounts, with respect to any policy required of Tenant under this Lease. The minimum limits of insurance specified in this Section shall in no way limit or diminish Tenant's liability under this Lease. Tenant shall furnish to Landlord, not less than fifteen (15) days before the date the insurance is first required to be carried by Tenant, and thereafter at least fifteen (15) days before the expiration of each policy, true and correct photocopies of all insurance policies required under this article, together with any amendments and endorsements to the policies, evidence of insurance (on ACORD 25, ACORD 28 or other form acceptable to Landlord), and such other evidence of coverages as Landlord may reasonably request, and evidence of payment of all premiums and other expenses owed in connection with the policies. Any minimum amount of coverage specified in this Section shall be subject to increase at any time after commencement of the third full year of the Lease Term, if Landlord shall reasonably determine that an increase is necessary for adequate protection. Within thirty (30) days after demand by Landlord that the minimum amount of any coverage be increased, Tenant shall furnish Landlord with evidence of the increased coverage. In the event of failure by Tenant 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."

- 6. **No Right of First Refusal and Right of First Offer.** Notwithstanding anything to the contrary, (i) the right of first refusal set forth in Section 1.06 of the Second Amendment to Lease, and (ii) the right of first offer set forth in Section 10 of the First Amendment to Lease Agreement, are hereby null and void and of no further force or effect.
- 7. **Rules and Regulations.** The Rules and Regulations attached as Exhibit D to the Lease are hereby amended and restated in their entirety and replaced with **Exhibit B** attached to this Amendment in lieu thereof.
- 8. **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, 38<sup>th</sup> 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

- **OFAC.** Neither Tenant nor any of Tenant's affiliates, nor any individual, entity or organization holding any material ownership interest in the Tenant, nor any of their respective brokers or other agents acting in any capacity in connection with the transactions contemplated by this Lease, 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. antimoney 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 Landlord shall have the right to exercise all of the remedies set forth in this Lease including, without limitation, immediate termination of this Lease.
- 10. **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.

#### 11. 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.
- (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

Name: Marc R. Wilkow

Title: President

TENANT:

BLEEKE DILLON CRANDALL, P.C., an Indiana professional corporation

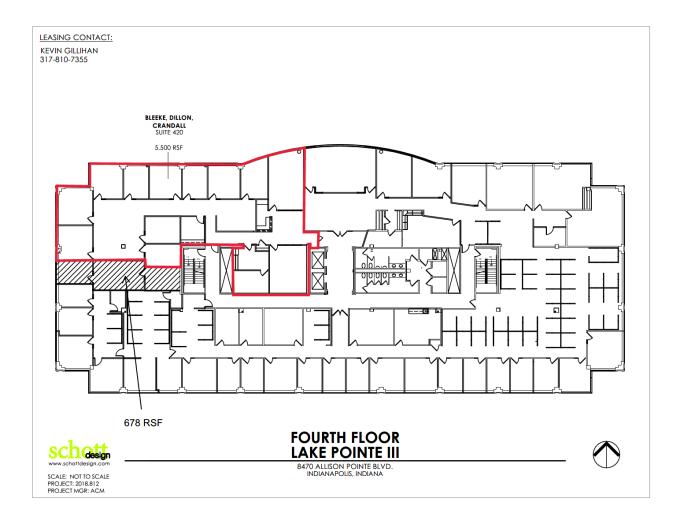
oy. Name⊈

Title:

10

# **EXHIBIT A**

# **Premises**



#### **EXHIBIT B**

#### **Rules and Regulations**

### **RULES AND REGULATIONS**

- 1. The sidewalks, entrances, passages, concourses, ramps, parking facilities, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or used by Tenant or the employees, agents, visitors or business of Tenant for any purpose other than ingress and egress to and from the Premises and for delivery of merchandise and equipment in prompt and efficient manner, using elevators, and passageways designated for such delivery by Landlord.
- 2. No air-conditioning units, fans or other projections shall be attached to the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises or Building, without the prior written consent of Landlord. 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.

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

#### LEASING COMMISSION CALCULATIONS

Lake Pointe

**Tenant Name:** 

Blleeke Dillion Crandall PC

Type: Outside Broker?

Yes

Renewal

Lease Commencement:	4/1/2024
Lease Expiration:	2/28/2031

% Due Upon Execution

100% for Tenant Broker 50%

% Due Upon Commencement

Total

50%

JLL

Premises 420

5,500 RSF 5,500

**Outside Broker** 

% Commission 4.00%

Inside Broker M&J Wilkow

JLL M&J Wilkow

Firm

1.60% 0.40%

Total

6.00%

	Total Commission Calculation						Detailed Allocation of Commission					
Year	Rate	Rent Months	Rent	Ront Total Total		Outside Broker Inside Broker			ide Broker	M&J Wilkow		
i cai	Nate	iteni wonins	Kent	Commission	Commission	Rate	Commission	Rate	Commission	Rate	Commission	
1	\$0.00	5	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	
2	\$22.00	6	\$60,500.00	6.00%	\$3,630.00	4.00%	\$2,420.00	1.60%	\$967.99	0.40%	\$242.00	
3	\$22.55	11	\$113,689.58	6.00%	\$6,821.38	4.00%	\$4,547.58	1.60%	\$1,819.03	0.40%	\$454.76	
4	\$23.11	11	\$116,512.92	6.00%	\$6,990.78	4.00%	\$4,660.52	1.60%	\$1,864.21	0.40%	\$466.05	
5	\$23.69	11	\$119,437.08	6.00%	\$7,166.23	4.00%	\$4,777.48	1.60%	\$1,910.99	0.40%	\$477.75	
6	\$24.28	11	\$122,411.67	6.00%	\$7,344.70	4.00%	\$4,896.47	1.60%	\$1,958.59	0.40%	\$489.65	
7	\$24.89	11	\$125,487.08	6.00%	\$7,529.23	4.00%	\$5,019.48	1.60%	\$2,007.79	0.40%	\$501.95	
10	\$25.51	11	\$128,613	6.00%	\$7,717	4.00%	\$5,145	1.60%	\$2,058	0.40%	\$51 <i>4</i>	
	Total		\$786,651.25		\$47,199.08		\$31,466.05		\$12,586.41		\$3,146.61	

Months 10, 22, 34, 46, 58 and 70 Abated 83 Months

Payment Schedule:	Outside Broker	Inside Broker	M&J Wilkow	Total
Due upon execution:	\$31,466.05	\$6,293.21	\$3,146.61	\$40,905.87
Due Upon Commencement:		\$6,293.21	\$0.00	\$6,293.21
Total	\$31,466.05	\$12,586.41	\$3,146.61	\$47,199.07

Approved by:

Kevin Hillish Leasing Agent

Date: 10.24.2023

Regina Hall

General Manager Date: 10.24.2023

Asset Manager Date:



#### LETTER OF INTENT

1. TENANT: Bleeke Dillon Crandall

2. PROPERTY: Lake Pointe III

3. LANDLORD: Please provide ownership structure.

LETTER OF INTENT: The building is owned by G&I IX MJW LAKE POINTE III & IV LLC. M&J

Wilkow and DRA Advisors are the controlling entities.

4. **BUILDING ADDRESS:** 8470 Allison Pointe Blvd

Indianapolis, IN 46250

LETTER OF INTENT: Agreed.

**5. PREMISES:** Tenant wishes to give back the space outlined in red on Exhibit A.

**LETTER OF INTENT:** Tenant shall have use of the 5,500 RSF and of the give back space during the lease

term. Landlord reverses the right to take the space back with thirty (30) days'

written notice.

6. COMMENCEMENT: The target lease commencement date is estimated to be April 1, 2024, subject to

substantial completion of tenant improvements (the "Lease Commencement Date").

LETTER OF INTENT: Agreed

7. TERM: Please propose terms for a five (5) lease.

**LETTER OF INTENT:** Eighty-three (83) month lease.

**8.** BASE RENT: Please provide your proposed full-service gross rent schedule.

**LETTER OF INTENT:** Months 1-5: Free

Months 6-17: \$22.00/RSF with 2.5% annual escalations

\*\* Additionally, Months 10, 22, 34, 46, 58, & 70 shall be fully abated

9. **RENTAL CONCESSIONS:** Please provide what period of "free rent" Landlord is offering Tenant.

**LETTER OF INTENT:** Tenant shall have 11 months of fully abated rent.

10. OPERATING EXPENSES: Tenant shall have twelve (12) months of protection against pass through expenses.

Base year expense stop based on actual operating expenses and real estate taxes for

the calendar year 2024 grossed up to reflect a 95% occupied building.

Please provide actual operating expenses for calendar years 2021 and 2022 and

estimated expenses for calendar year 2023.

Tenant shall have a cumulative cap of 5% per annum on all controllable operating

expenses.

LETTER OF INTENT: Tenant shall be responsible for paying its pro rata share of increases in building

operating expenses and property taxes ("Operating Costs") above a 2024 Base Year. Operating Costs will be calculated on a grossed-up basis to reflect a building

occupancy equal to ninety five percent (95%).

Landlord shall cap increases in all controllable operating expenses at five percent (5%) per year on a compound cumulative basis.

2021 Actual: \$10.84 2022 Actual: \$10.23 2023 Estimate: \$10.78

11. TENANT IMPROVEMENT ALLOWANCE:

Please provide a Tenant Improvement Allowance amount to be provided by Landlord.

Tenant shall have the option of using this allowance for all of the hard or soft costs of constructing its new offices, including but not limited to materials, labor, architectural and engineering fees, permitting, project management, data and cabling costs, furniture, relocation, signage, etc. Any unused portion of Tenant Improvement Allowance shall be available in the form of rent credit.

Tenant reserves the right to handle the construction process via a third-party project manager. If Landlord handles the construction, Tenant shall have the right, but not the obligation, to have a representative on site to review construction progress; work in place; Quality Assurance programs and monitoring; etc. Tenant shall have the right to use the Tenant Improvement Allowance to pay for the project management team of their choice. The landlord will not be paid a project management fee if Tenant hires its own project management.

LETTER OF INTENT:

The Landlord will provide a Tenant Improvement Allowance of \$20.00 per RSF for work done to the Premises. 100% of the above Tenant Improvement Allowance can be used towards wiring, cabling, moving expenses, architectural fees, FF&E or any other business-related expenses.

12. SPACE PLANNING ALLOWANCE:

Landlord shall provide space planning and construction document services at its

**LETTER OF INTENT:** 

Landlord uses Schott Design and will provide one (1) plan and two (2) revisions at Landlord's expense. All other design fees, including construction documents, and permits shall be at Tenant's sole cost.

13. OPTION TO EXTEND:

Tenant requires two (2) options to extend the term of this lease for a period of five (5) years. All terms and conditions shall be at then current market terms in conditions for similar office space. Tenant will provide Landlord ninety (90) days written notice of intent to extend.

**LETTER OF INTENT:** 

Per current lease.

14. LEASE SECURITY:

Tenant shall not be responsible for any security deposit or letter of credit for this proposed lease.

**LETTER OF INTENT:** 

Landlord requires Tenant to provide three (3) years of certified, income statements and balance sheets prior to Landlord determining lease security requirements.

15. PARKING:

Please provide the parking availability.

**LETTER OF INTENT:** 

All parking is in common and available on a first come first serve basis and at no cost to Tenants. LP III & IV have 608 surface parking spaces and 16 ADA compliant parking spots.

16. OTHER TERMS:

Please present all other terms and conditions which Landlord would like Tenant to consider in its potential counter proposal to include details on use of common building amenities.

#### LETTER OF INTENT:

A fitness center with the latest gym equipment is located on the 1st Floor of Lake Pointe III just down the hall from the locker rooms.

Additionally, Lake Pointe IV is equipped with a conference center that seats up to 30 people and is outfitted with Wi-Fi.

Lake Pointe IV houses a modern design tenant lounge that includes soft seating, multiple TVs, shuffleboard table, wet bar, board room, and outdoor seating.

Currently, there are no monthly fees associated with the use of any of the amenities.

# 17. BROKERAGE COMMISSION:

JLL has been retained by Tenant as its exclusive real estate broker. Please confirm that Landlord will pay a commission to JLL within 30 days of lease execution, per a separate agreement.

#### **LETTER OF INTENT:**

Agreed per a separate agreement. Landlord is represented by Kevin Gillihan and Abby Zito as Licensees of Jones Lang LaSalle Brokerage, Inc.

A commission equal to 4% of the total lease value shall be paid in full within 30 days of lease signing.

# 18. CONFIDENTIALITY AND LEGAL EFFECT:

The information contained in this proposal is to be considered confidential and only for the use of Tenant and Landlord and all parties agree to keep the terms of this proposal and negotiations confidential unless mutually agreed otherwise. Additionally, this is to be considered a non-binding request for proposal and all negotiations are to be considered non-binding until both parties enter into a mutually agreeable lease agreement.

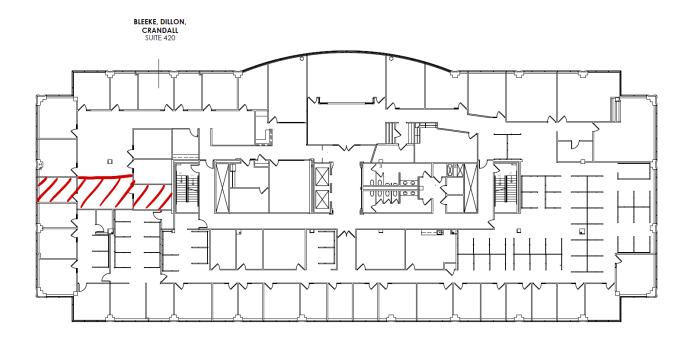
#### **LETTER OF INTENT:**

This is a nonbinding document and both parties agree to keep its terms confidential.

#### **DISCLAIMER:**

JLL is pleased to submit this proposal for your consideration for the next fourteen (14) days. The above terms and conditions are subject to the execution of a mutually acceptable lease form. This proposal does not constitute a binding offer to lease, lease reservation, or option and neither party shall be bound until the execution and delivery of a mutually acceptable lease agreement or addendum. Lastly, this offer is subject to any right of existing tenants. Please note that Landlord may be negotiating other proposals on this same space and neither party is bound until a lease is fully executed.

Signed:	 	 
Name:	 	 
Title:		 
Date:		



			LE	ASE ANALYSIS FOR	М		
				1027111121010101	Version:	Final	
					Initial Analysis Date: Revised Date:	19-Nov-23	
Lease Information Denter	n	Lake Pointe III		]	PROPERTY DATA		
Building/Center #		712		1	Property Rentable SF		89,910
enant Name Main Suite # / Add	itional Suite #s	Bleeke Dillon Crandall, I 420	P.C.	-	Current Occupancy Annual Operating Expense / SF		87.25% \$11.46
entable Square F irm Lease Term (	ootage	5,500 83.0		1	Annual % Increase in OPEX* Is this a Net Lease?		No
ree Rent (#Month	is)	11		1	*(0% if 100% pass-i	through)	NO
ease Start Date (r		4/1/2024			COMMISSION BASED ON		
ease Expiration D of Building	ate	2/28/2031 6.1172%		J	TOTAL INCOME:		\$524,125
apital Investme	nts		Total \$ Amount		LESS CONCESSIONS: Lease Assumption:		
	ons Tenant Broker	4.00%	\$31,466.05		Moving Allowance:		
easing Commissi	ons Landlord .4% M&J Wilkow)	2.00%	\$15,733.03		Rent during Termination Option Perio	id:	
enant Improveme	ents (\$ / SF)	\$20.00 Stated rate	\$110,000.00		TI Above Building Standard:		
otal Design & Leg			\$5,000.00	1	Other (describe below):		
	Inly)- fill in Monthly Tenant Broker (Atl				TOTAL CONCESSIONS: NET INCOME:		\$524,125
ro Fee \$ Amount onstruction Mana	Landlord Broker (A	AI INCLUDED IN TI ALLOWANCE			TENANT INFO		
lisc. Expenses	·9			1	Type Business Public/Private	Medical Malprad	
otal Capital Inves	stments		\$162,199.08	1	Years in Business	22	
Budget and proj	posed SF amount	are calculated on the total	al term.	_	Financial Strength	Stock Symbol	<i>i</i> d
entable Squar	5,500	Budgeted		Proposed Base Rent (\$/SF)	\$22.00	SIC Code	8111
erm (Months) ase Rent (\$/S	83 \$22.00			Term (Months) Escalations(\$/SF/yr) OR	83		
ee Rent Mont	11	ODEV (\$1051)	644.40	Escalations(%/SF/yr)	2.50%		J
scalations(\$/SF/y scalations(%/	vr) OR 2.50%	OPEX (\$/SF/yr) Concessions(\$/SF/yr)	\$11.46	OPEX (\$/SF/yr) Concessions(\$/SF/yr)	\$11.46		
I and CM Fee	\$110,000.00	Effective Rate (\$/SF/yr) TI, Misc, CM (\$/SF/yr)	\$10.54 \$2.89	Effective Rate (\$/SF/yr) TI, Misc, CM (\$/SF/yr)	\$10.54 \$2.89		
easing Comm	\$47,199.08	Commissions(\$/SF/yr) Net Rent (\$/SF/yr)	\$1.24 \$6.41	Commissions(\$/SF/yr) Net Rent (\$/SF/yr)	\$1.24 \$6.41		
		Hot Rone (Grotty)	<b>V</b> 0.41	Net Lease Value	100.00%	1	
nnual Cash Flov	Starting Date	End Date	Face Rate	Gross Income	Operating Exp	Net Income	Total Cash Flor
Month range mu 5	st be 12 or less ex 4/1/24	xcept in free rent area 8/31/24			(\$26,263)	(\$26,263)	(\$162,199) (\$26,263)
0							
4	9/1/24 1/1/25	12/31/24 1/31/25	\$22.00	40,333	(\$21,010) (\$5,253)	\$19,323	\$19,323 (\$5,253)
2	2/1/25	3/31/25	\$22.00	20,167	(\$10,505)	\$9,662	\$9,662
9	4/1/25 1/1/26	12/31/25 1/31/26	\$22.55	93,019	(\$47,273) (\$5,253)	\$45,746 (\$5,253)	\$45,746 (\$5,253)
9	2/1/26 4/1/26	3/31/26 12/31/26	\$22.55 \$23.11	20,671 95,329	(\$10,505) (\$47,273)	\$10,166 \$48,056	\$10,166 \$48,056
1 =	1/1/27	1/31/27			(\$5,253)	(\$5,253)	(\$5,253)
9	2/1/27 4/1/27	3/31/27 12/31/27	\$23.11 \$23.69	21,184 97,721	(\$10,505) (\$47,273)	\$10,679 \$50,449	\$10,679 \$50,449
1	1/1/28 2/1/28	1/31/28 3/31/28	\$23.69	21,716	(\$5,253) (\$10.505)	(\$5,253) \$11,211	(\$5,253) \$11,211
9	4/1/28	12/31/28	\$24.28	100,155	(\$47,273)	\$52,883	\$52,883
1	1/1/29	1/31/29	*04.00	00.057	(\$5,253)	(\$5,253)	(\$5,253)
9	2/1/29 4/1/29	3/31/29 12/31/29	\$24.28 \$24.89	22,257 102,671	(\$10,505) (\$47,273)	\$11,752 \$55,399	\$11,752 \$55,399
1	1/1/30	1/31/30			(\$5,253)	(\$5,253)	(\$5,253)
2	2/1/30	3/31/30	\$24.89	22,816	(\$10,505)	\$12,311	\$12,311
83	4/1/30	2/28/31	\$25.51	128,613	(\$57,778)	\$70,835	\$70,835
ggregate Totals				\$786,651	(\$435,958)	\$350,694	\$188,495
ay-back Analysi nnualized Cash-c stimated Pay-bac ease Notes	on-Cash Return ck Period (# of Mon	16.80% tt 16.08585868			TI Job Code LC Job Code		
ddress 520 Allison Pointe dianapolis, IN 46	e Blvd, Suite 420 3250	_ _ -	Billing Address 8520 Allison Point Indianapolis, IN 46		<u>.</u>	Tenant Contact: Phone #:	Carol Dillon 317.567.2236
Decision		_ Co	rporate RE Director Title	N/A	- - -	Local RE Director Title	
		_ _			• •		
				COMMISSION RECAP			
	KER COMMISSION R COMMISSION PE	PERCENTAGE (1.6%CW ERCENTAGE	2.0% 4.0%	Pro Fee LLD Broker Pro Fee Tnt Broker	\$15,733 \$31,466		
	ION PERCENTAG		6.0%		\$47,199	%	Amount
enant Broker to b		Property	-	Distribution:	Tenant Broker:	100%	\$31,466.0
	n's rent been receive Deposit been receive				Landlord Broker: Total	100%	\$15,733.03 \$47,199.0
ANDLORD BRO	KER / ADDRESS		_				
LL	ossing, Suite 1150			TOTAL AMOUNT DUE	% Due 100.00%	Amount \$15,733.03	Date Due
idianapolis, India	na 46240			DUE UPON EXECUTION	50%	\$7,866.51	1-Dec-2
evin Gillihan and			ANIOUNI DUE L	JPON RENTALPAYMENT	50%	\$ 7,866.51	1-Apr-2
LL	R / REMITTANCE /	ADDRESS	]		% Due	Amount	Date Due
900 Keystone Cro ndianapolis, India	ossing, Suite 1150 na 46240			TOTAL AMOUNT DUE DUE UPON EXECUTION	100%	\$31,466.05 \$ 31,466.05	1-Dec-2
hil Mosey	-			JPON RENTALPAYMENT		\$ -	
M&J Wilkow LC 0.		luded in Landlord Broker To	otal, JLI I C 1 6% ©	12.586.41			
OU VYHKOW EC 0.	+υ/ο φ3, 140.01 INC	naded in Editatord Broker 10	otal. JEE EU 1.0% \$	12,000.41		•	
REPARED BY:			11/17/2023	Regina Hall	zegina Hall		
EVIEWED & APP	PROVED BY LEAS	SING AGENT:	11/17/2023	Kevin Gillihan	Xevin Dilloha		

APPROVED BY DRA ASSET MANAGER:

# DRA · Advisors llc

## **Lease Documentation Checklist**

Center/Building: Lake Pointe III

Tenant: Bleeke Dillon Crandall, P.C.

Suite: <u>420</u> RSF: <u>5,500</u> Deal Type: Renewal/Downsize

Document/Lease Package Review:	Yes	No	Comments
At least two original leases with exhibits, signed by Tenant.			electronic
Lease Analysis Form.	х		
Leasing agent sign-off that encumbrances and/or options/rights of third parties are cleared. AGENT MUST INITIAL HERE	KG		
Is Lender approval required?		х	
If required, has Lender approval been obtained?			
Letter of Credit executed, original document, if applicable		х	N/A
Guaranty, signed by all parties, if applicable.		х	N/A
Copy of Security Deposit check.		х	N/A
Copy of first month's rent check.		х	N/A
Tenant financials, if available.	х		
Tenant insurance certificate.	х		
Has the tenant made any interlineations or changes in the document and if so have they been initialed and flagged for LL to initial?		х	
Has the term commencement date or any other date in the document passed yet? If so, confirm that no changes are required to the document.		х	
Did Tenant fill in date of the document (instead of leaving for us to fill in)? If so, confirm that this does not create a problem.		x	
Are all Exhibits attached?/ Are they the correct versions?/ Has leasing approved them? If blanks are filled-in in Exhibits, are they correct and are they filled in the same on each copy?	х		
Is there any other document this Tenant was supposed to supply? (Documentation of merger/name change, etc.)		х	

Reviewed and Approved:

Leasing Agent (signature)

Kevin Gilliha

Kevin Gillihan

Leasing Agent (print)

# Office Client Profile Sheet

Occupant Legal Name	Bleeke Dillon Crandall, P.C.		Transaction Type		
Building	Lake Pointe III 7	712	New Deal		
Suite Number	420		Renewal x		
Square Footage	5,500		Expansion		
Term: 4/1/24	- 2/28/31 83 mos.		Other		
<b>Client Information</b>					
Industry / SIC Code	8111	Organization (Public, Private,			
Stock Symbol	0	Tax ID #	or SS #		
Location Profile (What do they do in this location?)	Medical Malpractice Law Firm	Previous Loca	tion(s)		
Notice Address		Local Operations/Em	ergency Contact		
Company	Bleeke Dillon Crandall, P.C.				
Name	Carol Dillon	- Name			
Title	Managing Partner	_ Title			
Address	8520 Allison Pointe Blvd, Suite 420	Address			
Address	Indianapolis, IN 46250	Address			
Address		Address			
Phone #	317.567.2236	_Phone #			
Fax #		_Fax #			
E-mail Address		_E-mail Address			
Local Address		Billing Address			
Company	Bleeke Dillon Crandall, P.C.	Company	Bleeke Dillon Crandall, P.C.		
Address	8520 Allison Pointe Blvd, Suite 420	Address	8520 Allison Pointe Blvd, Suite 420		
Address	Indianapolis, IN 46250	Address	Indianapolis, IN 46250		
Address		Address			
Contact Name	Carol Dillon	Contact Name			
Phone #	317.567.2236	Phone #			
Fax #		_Fax#			
E-Mail		_E-Mail			
Corporate Decision Maker		Corporate Real Estat	e Executive (CRE)		
Name	0	Name	N/A		
Title	0	Title	0		
Address	0	Address	0		
Address	0	Address	0		
Address	0	Address	0		
Phone # Fax #		_Phone #			
E-mail Address	0	_ Fax # E-mail Address			
L-man Address	<u> </u>	_ L-IIIaii Address			
Local Real Estate Director		Client's Broker			
Name	N/A	Name	JLL		
Title	0	Title			
Address	0	Address	8900 Keystone Crossing, Suite 1150		
Address	0	Address	Indianapolis, Indiana 46240		
Address	0	Address	Phil Mosey		
Phone #		_Phone #			
Fax #		_Fax #			
E-mail Address		_E-mail Address			
(Complete phone, fax and e-mail if a	available)				

ASSET MANAG	ER:	Chun	Leung						
CHECK ONE:	NEW LEASE		RENEWAL	Х	EXPANSION		EARLY RENEW	AL OR REWC	RK
			BUILDING / TEN	ANT / SQUARE F	OOTAGE INFORMA	TION			
DATE: CENTER:	-	ake Pointe III			MASTER LEASE ID		only):	5,500	/RSF
BUILDING/CE	NTER #:	712	Suite	e: 420	COMMON AREA F.	ACTOR %:		3,300	_
TENANT NAM LEASED ADD		Bleeke Dillon Crandall, P.C 3520 Allison Pointe Blvd, S			NET USABLE ARE COMPREHENSIVE		ATTACHED (Y/N):	No	_/USF
	I	ndianapolis, IN 46250					ON-FILE:	No	- 0- 5- 5
BILLING ADD	RESS: E	3520 Allison Pointe Blvd, S ndianapolis, IN 46250	Suite 420		PARKING:	Total	Spaces -	Charge	
TENANT CON PHONE:	ITACT:					Reserved Unreserved			
THORE.		F	ASF RENT / FXPE	NSE RECOVERI	ES / CREDIT INFOR				
BASE RENT SCHEDU	LE:	_	7.02 K2.01 / 2/0 2		EXPENSE INFORM		W ALL RECOVER	Y SECTIONS	**
# OF RENT MOS BEGINS	RENT ENDS	RATE /SF	MONTHLY RENT	RENT THIS PERIOD	BASE YEAR (STOR OPEX Recoveries:			2024 \$11.46	_
4 9/1/24	12/31/24	\$22.00	\$10,083.33	\$ 40,333.33	CAPS (Y/N)	Select	_ If yes, in which P		<u> </u>
2 2/1/25 9 4/1/25	3/31/25 12/31/25	\$22.00 \$22.55	\$10,083.33 \$10,335.42	\$ 20,166.67 \$ 93,018.75	_				
2 2/1/26	3/31/26	\$22.55	\$10,335.42	\$ 20,670.83	Insurance			Per Month Per Month	
9 4/1/26 2 2/1/27	12/31/26 3/31/27	\$23.11 \$23.11	\$10,592.08 \$10,592.08	\$ 95,328.75 \$ 21,184.17	Taxes GROSS UP %	95%		Per Month	
9 4/1/27 2/1/28	12/31/27 3/31/28	\$23.69 \$23.69	\$10,857.92 \$10,857.92	\$ 97,721.25 \$ 21,715.83	BLDG SF USED FO		(Y/N) f in lease as: SF		no
9 4/1/28 2 2/1/29	12/31/28 3/31/29	\$24.28 \$24.28	\$11,128.33	\$ 100,155.00 \$ 22,256.67					-
9 4/1/29	12/31/29	\$24.89	\$11,128.33 \$11,407.92	\$ 102,671.25					-
2 2/1/30 11 4/1/30	3/31/30 2/28/31	\$24.89 \$25.51	\$11,407.92 \$11,692.08	\$ 22,815.83 \$ 128,612.92	_	or, specified % in or, other:	n lease as: %		6.12
			+ 1,000	\$ -		,			
				\$ - \$ -	Exclusions:				
				\$ - \$ -	OTHER UNIQUE R If yes, in which Pa		ISIONS?		
Lease Term	Avg. Rate	\$23.58	TOTAL	\$ 786,651.25					
Lease Commenceme	nt Date	4/1/24	**A25 will only be non	ulated if there is free rent	CREDIT INFORMA	TION OBTAINED:			
Lease Commencemen	in Date.	7/1/2-7		lated if there is step rent	SECURITY DEPOS	IT:			NEW
Comments:			** Net Income:		AMOUNT:		=		EXISTING  DATE COLLECTER
OTHER RENT (Escala	ting Parking	and Ect ):			_ COLLECTED: Comments		-	-	_DATE COLLECTE
MOS BEGINS	ENDS	and Louinj.			Commence	·			
<del></del>					LETTER OF CRED	IT			
					AMOUNT:	\$0.00	_		FINANCIAL INSTIT
					COLLECTED:	No	_		SENT TO OWNER
LATE FEE: (Y/N) Assessed On:		Percentage:			TERMS:				
Date Delinquent:		SVC Fee:			GUARANTY:	No	_		
							_		
CERTIFICATE OF INS	URANCE:	Yes	Para./Exhibit:	OPTION INFORM	SIGNAGE RIGHTS		No	Para./Exhil	
					ROOF RIGHTS: (Y/		No	Para./Exhil	DI
LL RIGHT TO RE	LOCATE: (Y/N	No No	Para./Exhibit:		EXCLUSIVE F	RIGHTS: (Y/N)	No	Terms:	
RIGHT OF FIRST REF Paragraph/Exhibit:	USAL: (Y/N)		No	_	RENEWAL OF Notice DATE:	PTIONS: (Y/N)	No TERM IN MOS.	Para./Exhil	oi <u>t:</u>
DESCRIPTION	N:	DATE	RSF	RATE	RATE:		FMV:		<del>-</del> -
-			<del></del>		-				
COMMENT:				<u>,                                      </u>	Comments:				
OTHER EXPANSION F	RIGHTS: (Y/N)	_	No		DOWNSIZE/CANC	ELLATION RIGHT	S: (Y/N)		_
Paragraph/Exhibit: DESCRIPTIOI	N	DATE	RSF	RATE	Paragraph/Exhibit: <u>DESCRIPTION</u>	PENALTY	=	RSF	DATE
	<del></del>				·		_		
COMMENT:				•	COMMENT:		-	-	
FUTURE FINANCIAL (		S (TI,LC,Etc):	Deter		-				
Amount:	N/A		Date:		COMMENT:	-			
		CC		ANT FINISH / CO	NSTRUCTION INFO				
COMMISSION BASED	ON:		LANDLORD AGENT ONLY:		PAID, TENANT:	LLOWANCE			Inc / CM Fee /SF
TOTAL INCOME:		\$786,651.25	OR		PAID, LANDLORD: TOTAL:				/SF /SF
LESS CONCESSIONS	:								_,51
Lease Assumption: Moving Allowance:		\$0.00	CO-BROKERED:	-	Tenant Finish A	llowance based or	Stated rate		
Other: TOTAL CONCESSION	Q.	\$0.00 \$0.00			FINAL CONSTRUC		N)	No	\$0.0
	٠.				OTHER CONCESS			INO	_
NET INCOME:		\$786,651.25			-				
DAID TO LAND. OF	ACENT:			BAID TO:	EIDM NAME:		11.1		
PAID TO LANDLORD		JLL		PAID TO:	FIRM NAME: BROKER NAME:		JLL Phil Mosey		
LEASING AGENT'S NA	AME: <u>F</u>	(evin Gillihan and Abby Zi	to		ADDRESS:		8900 Keystone C Indianapolis, IN 4		1150
					TAX I.D. # OF FIRM:				
					BROKER'S LICENSE N COMMISSION AGREE	UMBER: MENT: (Y/N)			
AMOUNT PAI	D UPON:		\$786,651.25		AMOUNT PAID UPON (Moving Allowance			<del>-</del>	\$786,651.2
PERCENTAG			1.60%		PERCENTAGE	u.mig:/			4.00
TOTAL AMOUN	II DUE		\$12,586.42		TOTAL AMOUNT DUE (check commission agre	eement for exclusion	on of moving allow	rance)	\$31,466.0
					Tenant Broker to be pai		. 5	,	
AMOUNT DUE UPON		50.00%	\$6,293.21		AMOUNT DUE UPON	EXECUTION	100.00		\$ 31,466.0
AMOUNT DUE UPON	RENTALPAYN	1ENT 50.00%	\$6,293.21		AMOUNT DUE UPON	N RENTALPAYME	0.00	2/6	\$ -
M&J Wilkow F	Renewal LC .4%	\$3,146.61		ABBEST	C.				
				APPROVAL	.5:				
			_				TI JOB CODE #		
PREPARED BY :				Kevin Gillian			LC JOB CODE #	ŧ	
REVIEWED & APPRO	VED BY PROP	ERTY MANAGER:	_	Regina Hall					
REVIEWED & APPRO	VED BY DRA A	SSET MANAGER:					Budgeted Comr	nission Total	\$44,052.47

## DRA ADVISORS ASSET MANAGEMENT LEASE DOCUMENTATION CHECKLIST

Property: Lake Pointe III

Tenant: Bleeke Dillon Crandall, P.C.

Space: Suite 420 Size / SF: 5,500

Deal Type: N, R, Expansion: Renewal

Deal Review and Approval: (Asset Manager) Chun Leung

DEAL REVIEW:	YES	NO	COMMENTS
Final term sheet and/or LOI attached?	$\boxtimes$		Click or tap here to enter text.
Asset Manager / broker completed NPV analysis?	$\boxtimes$		Click or tap here to enter text.
Ranger 2.0 NER Calculation attached?		$\boxtimes$	Click or tap here to enter text.
Lease Commission Worksheet attached?	$\boxtimes$		Click or tap here to enter text.
Financial statements received and reviewed by Asset Manager?		$\boxtimes$	waived
DRA partner / acquisition review and approval needed?		$\boxtimes$	Click or tap here to enter text.
THIRD PARTY APPROVALS: CRITICAL			
Any <i>pre-execution</i> lender approvals/compliance required? Approval attached?		$\boxtimes$	Click or tap here to enter text.
Any <i>pre-execution</i> JV partner compliance/approvals required? i.e. not attached?		$\boxtimes$	Click or tap here to enter text.
DOCUMENT / LEASE PACKAGE REVIEW			
Have any related deals or third party options/rights been cleared by leasing agent or DRA? (ROFO, ROFR, exclusives, etc.)	$\boxtimes$		Click or tap here to enter text.
Security deposit/LOC/Guaranty received?	П	$\boxtimes$	N/A
(include copy of check or LOC with lease package)			1977
First month's rent received? (Include copy of check with lease package.)		$\boxtimes$	N/A
Has the tenant made any interlineations or changes in the document? Are changes initialed and approved? If so, flag for LL to initial if required.		$\boxtimes$	Click or tap here to enter text.
Are all final, correct Exhibits attached?	$\boxtimes$		Click or tap here to enter text.
Has the term commencement date or any other date in the document passed that require changes to the document?		$\boxtimes$	Click or tap here to enter text.
Is there any other document the Tenant was supposed to supply? (Documentation of merger/name change, guarantee etc.)		$\boxtimes$	Click or tap here to enter text.
Lease abstract submitted with lease, fully populated with SIC code and estimated Commencement Date?	$\boxtimes$		Click or tap here to enter text.
Tenant insurance certificate received and approved?	$\boxtimes$		Click or tap here to enter text.

#### **EXECUTION AND DISTRIBUTION**

Tenant-executed lease package with related documentation should be scanned to Lease Admin for LL execution and distribution. Either date document or leave for Lease Admin to complete. Note: As a reminder, to facilitate the upload to the DRA Intranet, please instruct the broker or manager to scan the lease package sections separately, i.e. lease; abstract; NPV, etc. (If wet signatures are required, the full lease package with originals should be delivered to DRA's NY office.)

DocuSign may be used by a Tenant for execution so please coordinate with their attorney or broker to provide the correct info to be used to designate the DRA signer; if possible, provide prior notice to DRA Lease Admin that DocuSign is being used and forward the Lease Checklist, Abstract, NPV, etc at that time.

Lease Admin will distribute scanned copies of the fully-executed lease package to the required parties.