

CERTIFICATE

(Lease Form)

To induce Lenders (as defined below) to extend a loan (the “Loan”) to **G&I IX MJW LAKE POINTE III & IV LLC**, a Delaware limited liability company (“Borrower”), which Loan is to be evidenced by one or more notes and secured by, among other things, a first priority Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing encumbering the fee estate and interest in the property commonly known as Lake Pointe Center III & IV, 8470 & 8520 Allison Pointe Blvd., Indianapolis, Indiana 46250 (the “Property”), Borrower DOES HEREBY CERTIFY to Administrative Agent (as defined below), Lenders, and their respective successors and assigns, that attached hereto as Exhibit A, incorporated herein by reference, is a true, correct and complete copy of the standard form of lease to be used from and after the date hereof in connection with the Property.

Borrower DOES HEREBY FURTHER CERTIFY to Administrative Agent, Lenders, and their respective successors and assign, that all leases of the Property executed until satisfaction of the Loan shall include substantially the following language:

(a) This Lease shall be subordinate at all times to the lien of any mortgages now or hereafter placed upon the Premises, Building and/or Project and land of which they are a part (a “Mortgage”) without the necessity of any further instrument or act on the part of Tenant to effectuate such subordination. Tenant further agrees to execute and deliver within ten (10) days of demand such further instrument evidencing such subordination and attornment as shall be reasonably required by any Mortgagee. If Landlord shall be or is alleged to be in default of any of its obligations owing to Tenant under this Lease, Tenant shall give to the holder (the “Mortgagee”) of any mortgage or deed of trust now or hereafter placed upon the Premises, Building and/or Project, notice by overnight mail of any such default that Tenant shall have served upon Landlord. Tenant shall not be entitled to exercise any right or remedy as there may be because of any default by Landlord without having given such notice to the Mortgagee. If Landlord shall fail to cure such default, the Mortgagee shall have forty-five (45) additional days within which to cure such default or such longer period as may be reasonably necessary to complete the cure provided Mortgagee is proceeding diligently to cure such default. Notwithstanding the foregoing, any Mortgagee may at any time subordinate its mortgage to this Lease, without Tenant’s consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such Mortgage without regard to their respective dates of execution and delivery, and in that event the Mortgagee shall have the same rights with respect to this Lease as though it had been executed prior to the execution and delivery of the Mortgage.

(b) With respect to any assignment by Landlord of Landlord’s interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to any Mortgagee, Tenant agrees that the execution thereof by Landlord, and the acceptance thereof by the Mortgagee, shall never be deemed an assumption by such Mortgagee of any of the obligations of Landlord hereunder, unless such Mortgagee shall, by written notice sent to Tenant, specifically elect, or unless such Mortgagee shall

foreclose the Mortgage and take possession of the Premises. Tenant, upon receipt of written notice from a Mortgagee that such Mortgagee is entitled to collect Rent hereunder may in good faith remit such Rent to Mortgagee without incurring liability to Landlord for the non-payment of such Rent. The provisions for attornment set forth in this Section 14(b) shall be self-operative and shall not require the execution of any further instrument. However, if Landlord reasonably requests a further instrument confirming such attornment, Tenant shall execute and deliver such instrument within ten (10) days after receipt of such request.

Unless otherwise defined in this Certificate and except for paragraphs (a) and (b) above (for which undefined capitalized terms shall have the meaning set forth in the form lease attached as Exhibit A hereto), defined terms shall have the meaning set forth in the Loan Agreement, dated as of the date hereof (the “**Loan Agreement**”), among Borrower, the lenders that are a party thereto (individually and collectively, “**Lenders**”), and Canadian Imperial Bank of Commerce, acting through its New York Branch, as administrative agent (“**Administrative Agent**”).

This Certificate is executed and delivered in order to induce Administrative Agent and Lenders to enter into the Loan Agreement and to induce Lenders to extend the Loan to Borrower, and with the understanding that the statements made herein will be relied upon by Administrative Agent, Lenders, and their respective successors and assigns.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

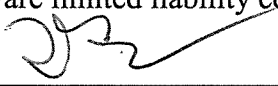
IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the 5th
day of November, 2018.

BORROWER:

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

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

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

By:  _____

Name: _____ **David Gray** _____

Title: _____ **Vice President** _____

Exhibit A

Lease Form

[attached hereto]

OFFICE LEASE

LAKE POINTE CENTER [III or IV]
[8470 or 8520] Allison Pointe Blvd.
Indianapolis, Indiana 46250

BETWEEN

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

as Landlord,

and

_____,
a _____,

as Tenant

LAKE POINTE CENTER [III OR IV]

SUMMARY OF BASIC LEASE INFORMATION

The parties hereto agree to the following terms of this Summary of Basic Lease Information (the "**Summary**"). This Summary is hereby incorporated into and made a part of the attached Office Lease (this Summary and the Office Lease to be known collectively as the "**Lease**") which pertains to office suite ____ in the office building located at **[8470 or 8520]** Allison Pointe Blvd., Indianapolis, Indiana 46250. Each reference in the Office Lease to any term of this Summary shall have the meaning as set forth in this Summary for such term. In the event of a conflict between the terms of this Summary and the Office Lease, the terms of the Office Lease shall prevail. Any capitalized terms used in the Lease and not otherwise defined in the Summary shall have the meaning as set forth in the Office Lease.

<u>TERMS OF LEASE</u> (References are to the Office Lease)	<u>DESCRIPTION</u>
1. Date of Lease:	_____, 2018.
2. Landlord:	G&I IX MJW Lake Pointe III & IV LLC, a Delaware limited liability company.
3. Address of Landlord (Section 29.11):	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 Attn: Marc R. Wilkow, President And to: G&I IX MJW Lake Pointe III & IV LLC c/o DRA Advisors, LLC 220 East 42 nd Street, 27 th Floor New York, New York 10017 Attn: Lease Administrator
4. Tenant:	_____ a _____.
5. Address of Tenant (Section 29.11):	_____ _____ _____ Attention: _____ (Prior to Lease Commencement Date) and [8470 or 8520] Allison Pointe Blvd., Suite ____ Indianapolis, Indiana 46250 Attention: _____ (After Lease Commencement Date)
6. Premises (Article 1):	Suite _____, Approximately _____ rentable square feet of space located on the _____ (____) floor of [8470 or 8520] Allison Pointe Blvd., Suite _____, Indianapolis, Indiana 46250 (the " Building "), as

set forth in Exhibit A attached hereto.

7. Term (Article 2):

7.1 Lease Term:

_____ (__) years and _____ (__) months. If the Lease Commencement Date occurs on a day other than the first day of the month, then the foregoing time period shall be measured from the first (1st) day of the following month, with the Lease Term (and the first lease year) to also include the period from the Lease Commencement Date to the first (1st) day of the first (1st) full calendar month following the Lease Commencement Date.

7.2

Lease Commencement Date: The earlier of: (a) [INSERT DATE CERTAIN], or (b) the date the Landlord delivers possession of the Premises to Tenant, estimated to be _____ (the "Anticipated Lease Commencement Date"), subject to Article 2.

The earlier of: (a) [INSERT DATE CERTAIN], or (b) the Substantial Completion Date (as defined in Exhibit C), estimated to be _____ (the "Anticipated Lease Commencement Date"), subject to Article 2.

8. Base Rent (Article 3):

Months of
Lease Term

Monthly
Installment of Base Rent

Annual Rental Rate per
Rentable Square Foot

*

*Plus any partial month if the Lease Commencement Date is not the first day of the calendar month.

[Notwithstanding anything to the contrary contained in this Lease, Landlord agrees not to demand or collect from Tenant monthly Base Rent for the initial _____ (__) calendar months of this Lease (collectively, the "Abatement Months") (the "Rent Abatement"). Rent Abatement shall not apply to any partial month if the Lease Commencement Date is not the first day of a calendar month. The Rent Abatement by this Section will be of no force or effect if there has occurred, as of the date on which any installment of monthly Base Rent would otherwise be due during the Abatement Months, an Event of Default by Tenant. Except for such Rent Abatement, all of the terms and conditions of the Lease will be applicable during the Abatement Months.]**

9. Base Rent and other amounts to be paid upon execution:

- (a) Base Rent: \$_____ for the period _____ through _____.
- (b) Security Deposit: \$_____.
- (c) Other: \$_____.
- (d) Total Due Upon Execution of this Lease: \$_____.

10. Additional Rent (Article 4).

- 10.1 Operating Expenses Base Year Calendar year _____
- 10.2 Tax Expenses Base Year Calendar year _____
- 10.3 Tenant's Share Approximately ____%, (____/[89,213 or 80,878])
11. Security Deposit (Article 21): _____
12. Parking Pass Ratio (Article 28): _____
13. Brokers (Section 29.15): Kevin Gillihan, Jones Lang LaSalle (for Landlord)
and _____ (for Tenant)
14. Improvement Allowance (Exhibit C): \$_____ (\$_____ per rentable square
foot)
15. Rent Payments (Article 4): USPS:

G&I IX MJW Lake Pointe III & IV LLC
c/o M & J Wilkow Properties, LLC
Attn: Gloria Vitalo
20 South Clark Street, Suite 3000
Chicago, Illinois 60603
- ACH or Wire:

Bank of America.
New York, New York
Routing # (wires): 026009593
Routing # (ACH): 053904483
Acct# 223015346468
Acct. Name: G&I IX MJW Lake Pointe III & IV
LLC
To be provided by Landlord to Tenant at a later date.

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LAKE POINTE [III or IV]
OFFICE LEASE

This Office Lease, which includes the preceding Summary of Basic Lease Information (the "**Summary**") attached hereto and incorporated herein by this reference (the Office Lease and Summary to be known sometimes collectively herein as the "**Lease**"), dated as of the date set forth in Section 1 of the Summary, is made by and between **G&I IX MJW Lake Pointe III & IV LLC**, a Delaware limited liability company ("**Landlord**") and _____, a _____ ("**Tenant**").

1. REAL PROPERTY, BUILDING AND PREMISES

1.1 **Real Property, Building and Premises.** Upon and subject to the terms, covenants and conditions hereinafter set forth in this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises set forth in Section 6 of the Summary, which Premises are located in the Building described in Section 6 of the Summary. The outline of the floor plan of the Premises is set forth in **Exhibit A** attached hereto. The Building, the parking facilities serving the Building ("**Parking Facilities**"), the outside plaza areas, land and other improvements surrounding the Building which are designated from time to time by Landlord as common areas appurtenant to or servicing the Building, and the land upon which any of the foregoing are situated (as more particularly described on **Exhibit B** attached hereto), are herein sometimes collectively referred to as the "**Real Property**." Tenant is hereby granted the right to the nonexclusive use of the common corridors and hallways, stairwells, elevators, restrooms and other public or common areas designated by Landlord and located on the Real Property and Parking Facilities ("**Common Areas**"). Landlord reserves the right to make alterations or additions to or to change the location of elements of the Real Property.

1.2 **Condition of the Premises.** Except as specifically set forth in this Lease and in the Work Letter attached hereto as **Exhibit C**, Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises. Tenant also acknowledges that Landlord has made no representation or warranty (express or implied) regarding (i) the condition of the Premises or the Real Property except as specifically set forth in this Lease and the Work Letter or (ii) the suitability or fitness of the Premises or the Real Property for the conduct of Tenant's business. Taking possession of the Premises by Tenant shall be conclusive evidence the Premises were, on that date, in good, clean and tenantable condition, acceptable to Tenant and delivered in accordance with this Lease, unless set forth in the "Punch-List," if any, as that term is defined in **Exhibit C** to this Lease. Any existing leasehold improvements in the Premises as of the date of this Lease, together with the improvements to be constructed pursuant to the Work Letter, may be collectively referred to herein as the "**Tenant Improvements**."

1.3 **Rentable Square Feet of Premises and Building.** The Premises is located on the second (2nd) floor of the Building, and is designated as Suite 220, and has the general configuration shown on Exhibit A attached hereto. For purposes of this Lease, the rentable area of the Premises is stipulated to be 3,055 square feet and the rentable area of the Building is stipulated to be 80,878 square feet.

2. LEASE TERM

The term of this Lease (the "**Lease Term**") shall be for the period of time set forth in Section 7.1 of the Summary and shall commence on the date (the "**Lease Commencement Date**") set forth in Section 7.2 of the Summary (subject, however, to the terms of the Work Letter, if applicable), and shall expire at the end of the Lease Term, unless this Lease is sooner terminated as hereinafter provided. For purposes of this Lease, the term "**Lease Year**" shall mean each consecutive twelve (12) month period during the Lease Term; provided, however, that if the Lease Commencement Date is not the first day of the month, then the first Lease Year shall commence on the Lease Commencement Date and end on the last day of the twelfth month thereafter and the second and each succeeding Lease Year shall commence on the first day of the next calendar month; and further provided that the last Lease Year shall end on the last day of the Lease Term (for example, if the Lease Commencement Date is April 15, the first Lease Year will be April 15 through April 30 of the following year, and each succeeding Lease Year will be May 1 through April 30). If Landlord is unable to deliver possession of the Premises to Tenant on or before the Anticipated Lease Commencement Date, Landlord shall not be subject to any liability for its failure to do so and such failure shall not affect the validity of this Lease nor the obligations of Tenant hereunder and Tenant's sole

recourse shall be the postponement of Rent and other obligations until the Lease Commencement Date is established. At any time during the Lease Term, Landlord may deliver to Tenant a Commencement Date Certificate substantially in the form attached hereto as Exhibit H (the "**Commencement Date Certificate**") confirming Lease Term dates and such other matters as Landlord may reasonably request, which Commencement Date Certificate Tenant shall execute and return to Landlord within five (5) days of receipt thereof. If Tenant fails to execute and return the Commencement Date Certificate within such time period, the information contained in such notice shall be deemed correct and binding upon Tenant, absent manifest error. If Tenant disagrees with Landlord's adjustment of the Lease Term dates, Tenant shall pay Rent and perform all other obligations commencing on the date determined by Landlord, subject to refund or credit when the matter is resolved.

3. **BASE RENT**

Tenant shall pay, without notice or demand, to Landlord, monthly installments of base rent ("**Base Rent**") as set forth in Section 8 of the Summary, in advance on or before the first day of each and every month during the Lease Term, without any setoff or deduction whatsoever. The Base Rent for the first full month of the Lease Term (or if the first full month of the Lease Term is within a free rent period, then the Base Rent for the first full month which occurs after the expiration of any free rent period) shall be paid at the time of Tenant's execution of this Lease. If any rental or other payment date (including the Lease Commencement Date) falls on a day of the month other than the first day of such month or if any rental or other payment is for a period which is shorter than one month, then the rental or other payment for any such fractional month shall be a proportionate amount of a full calendar month's rental or other payment based on the proportion that the number of days in such fractional month bears to the number of days in the calendar month during which such fractional month occurs.

4. **ADDITIONAL RENT**

4.1 Additional Rent. In addition to paying the Base Rent specified in Article 3 of this Lease, Tenant shall pay as additional rent: (a) Tenant's Share of the annual Operating Expenses that are in excess of the amount of Operating Expenses applicable to the Operating Expenses Base Year, and (b) Tenant's Share of the annual Tax Expenses that are in excess of the amount of Tax Expenses applicable to the Tax Expenses Base Year (collectively, the "**Excess**"). Such additional rent, together with any and all other amounts payable by Tenant to Landlord pursuant to the terms of this Lease, shall be hereinafter collectively referred to as the "**Additional Rent**." The Base Rent and Additional Rent are herein collectively referred to as the "**Rent**." The obligation of Tenant to pay Rent hereunder is an independent covenant of Tenant under this Lease. Payments of Rent shall be made to Landlord as set forth in Section 15 of the Summary or as Landlord may otherwise designate in writing from time to time. All amounts due under this Article 4 as Additional Rent shall be payable for the same periods and in the same manner, time and place as the Base Rent. Without limitation on other obligations of Tenant which shall survive the expiration of the Lease Term, the obligations of Tenant to pay the Additional Rent provided for in this Article 4 shall survive the expiration of the Lease Term. Tenant shall not be obliged to pay for Controllable Expenses (defined below) to the extent that Tenant's Share of Controllable Expenses for such year exceeds the product of (i) 105% and (ii) the Controllable Expenses that Landlord incurred in the prior Expense Year. "**Controllable Expenses**" shall mean all Operating Expenses, on a cumulative basis, exclusive of the following items, the cost of which are typically not controlled by Landlord: Tax Expenses, utility costs, snow and ice removal costs, insurance premiums, trash removal, fire/life safety expenses, property management fee, (which in and of itself would not in any event exceed 5% of gross revenues), collectively bargained union wages; alterations and modifications required by changes in laws; or extraordinary or non-recurring expenses or changes not within Landlord's reasonable control. If either or both of the comparison periods is a partial calendar year, the aggregate Operating Expenses for the partial calendar year shall be "grossed-up" to an annualized number by multiplying the Operating Expenses for the subject partial year by a fraction the numerator of which is twelve (12) and the denominator of which the number of months in the partial year. Then the grossed-up number will be used as a full calendar year figure for comparison purposes.

4.2 Definitions. As used in this Article 4, the following terms shall have the meanings hereinafter set forth:

4.2.1 **"Calendar Year"** shall mean each calendar year in which any portion of the Lease Term falls, through and including the calendar year in which the Lease Term expires.

4.2.2 **"Expense Year"** shall mean each Calendar Year, provided that Landlord, upon notice to Tenant, may change the Expense Year from time to time to any other twelve (12) consecutive-month period, and, in the event of any such change, Tenant's Share of Operating Expenses and Tax Expenses shall be equitably adjusted for any Expense Year involved in any such change.

4.2.3 **"Operating Expenses"** shall mean all expenses, costs and amounts of every kind and nature which Landlord incurs or which accrue during any Expense Year because of or in connection with the ownership, management, maintenance, repair, restoration or operation of the Real Property and the personal property used in conjunction therewith other than Tax Expenses, including, without limitation: (a) the cost of insurance carried by Landlord, in such amounts as Landlord may reasonably determine or as may be required by any mortgagees or the lessor of any underlying or ground lease affecting the Real Property, including any deductibles thereunder, as well as the cost to retain third party consultants from time to time to assist with and manage the processing of insurance claims and to provide related insurance advice concerning such insurance coverage; (b) the cost of supplying all utilities to the Real Property (other than utilities for which tenants of the Building are separately metered), including but not limited to utilities for supplying electricity, water, sewer and the heating, ventilation and air conditioning system for the Building and Common Areas; and (c) the cost of any capital improvements or other costs (i) which are intended as a labor-saving device or to effect other economies in the operation or maintenance of the Real Property, (ii) made to the Building and/or Real Property after the Lease Commencement Date that are required under any governmental law or regulation or (iii) for the refurbishment or replacement of Building and/or Real Property improvements or amenities; provided, however, that if any such cost described in (i), (ii) or (iii) above is a capital expenditure, such cost shall be amortized (including interest on the unamortized cost) over its useful life as Landlord shall reasonably determine. Notwithstanding anything to the contrary contained herein, in no event shall Tenant be entitled to any refund or credit in the event Operating Expenses for the Operating Expenses Base Year exceed Operating Expenses for any subsequent Expense Year. If the Building is less than ninety-five percent (95%) occupied during any portion of the Operating Expenses Base Year or any Expense Year, Landlord shall make an appropriate adjustment to the variable components of Operating Expenses for such year, employing sound accounting and management principles, to determine the amount of Operating Expenses that would have been paid had the Building been ninety-five percent (95%) occupied.

4.2.4 **"Operating Expenses Base Year"** shall mean the year set forth in Section 10.1 of the Summary.

4.2.5 **"Systems and Equipment"** shall mean any plant, machinery, transformers, duct work, cable, wires, and other equipment, facilities, and systems designed to supply heat, ventilation, air conditioning and humidity or any other services or utilities, or comprising or serving as any component or portion of the electrical, gas, steam, plumbing, sprinkler, communications, alarm, security, or fire/life safety systems or equipment, or any other mechanical, electrical, electronic, computer or other systems or equipment which serve the Real Property in whole or in part.

4.2.6 **"Tax Expenses"** shall mean all taxes, fees, charges or other impositions of every kind and nature, whether general, special, ordinary or extraordinary, (including, without limitation, real estate taxes, general and special assessments, transit taxes, leasehold taxes or taxes based upon the receipt of rent, including gross receipts or sales taxes applicable to the receipt of rent, unless required to be paid by Tenant, personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, Systems and Equipment, appurtenances, furniture and other personal property used in connection with the Real Property), which are levied or assessed or imposed by any authority having the direct or indirect power to tax, including, without limitation, any federal, state, county, or city government, or any improvement or assessment district of any kind, whether or not consented to or joined in by Tenant, which Landlord shall pay during any Expense Year because of or in connection with the ownership, leasing and operation of the Real Property or Landlord's interest therein, as well as the costs to Landlord for retaining counsel, consultants, and an appraiser to negotiate or obtain the lowering of such taxes or assessments and related cost of any negotiations, contests or appeals of any taxes or assessments. Notwithstanding anything to the contrary contained herein, in no event shall Tenant be entitled to any refund or credit in the event Tax Expenses for the Tax Expenses Base Year exceed Tax Expenses for any subsequent Expense Year. If the aggregate amount of Tax

Expenses paid by Landlord is reduced pursuant to I.C. § 6-1.1-10-2, then for purposes of this Section 4.2.7, the Tax Expenses after giving effect to such reduction may be grossed up to reflect the amount of the Tax Expenses as if Tax Expenses had not been reduced pursuant to I.C. § 6-1.1-10-2.

4.2.7 **"Tax Expenses Base Year"** shall mean the year set forth in Section 10.2 of the Summary.

4.2.8 **"Tenant's Share"** shall mean the percentage set forth in Section 10.3 of the Summary. Tenant's Share represents a fraction, the numerator of which is the rentable area of the Premises and the denominator of which is the total rentable area of the Building (subject to adjustment pursuant to Section 1.3 above).

4.3 **Payment of Additional Rent.**

4.3.1 **Statement of Actual Expenses and Payment by Tenant.** Landlord shall give to Tenant following the end of each Expense Year, including the Operating Expenses Base Year and Tax Expenses Base Year, a statement (the **"Statement"**) which shall state the Operating Expenses and Tax Expenses incurred or accrued for such preceding Expense Year, and which shall indicate the amount, if any, of any Excess. Upon receipt of the Statement for each Expense Year commencing or ending during the Lease Term, if an Excess is present, Tenant shall pay, with its next installment of Base Rent due (or within thirty (30) days of receipt if the Lease Term has expired prior to Tenant's receipt of the Statement), the full amount of the Excess for such Expense Year, less the amounts, if any, paid during such Expense Year as Estimated Excess. The failure of Landlord to timely furnish the Statement or the Estimated Statement for any Expense Year shall not prejudice Landlord from enforcing its rights under this Article 4. The provisions of this Section 4.3.1 shall survive the expiration or earlier termination of the Lease Term.

4.3.2 **Statement of Estimated Expenses.** In addition, Landlord shall endeavor to give Tenant a yearly expense estimate statement (the **"Estimate Statement"**) which shall set forth Landlord's reasonable estimate (the **"Estimate"**) of what the total amount of Operating Expenses and Tax Expenses for the then-current Expense Year shall be and the estimated Excess (the **"Estimated Excess"**) which is the amount by which the then-current Operating Expenses exceed the Operating Expenses for the Operating Expenses Base Year and the amount by which the then-current Tax Expenses exceed the Tax Expenses for the Tax Expenses Base Year. If pursuant to the Estimate Statement an Estimated Excess is calculated for the then-current Expense Year, Tenant shall pay, with its next installment of Base Rent due, a fraction of the Estimated Excess for the then-current Expense Year (reduced by any amounts paid pursuant to the last sentence of this Section 4.3.2). Such fraction shall have as its numerator the number of months which have elapsed in such current Expense Year to the month of such payment, both months inclusive, and shall have twelve (12) as its denominator. Until a new Estimate Statement is furnished, Tenant shall pay monthly, with the monthly Base Rent installments, an amount equal to one-twelfth (1/12th) of the total Estimated Excess set forth in the previous Estimate Statement delivered by Landlord to Tenant.

4.3.3 **Audit Right.** Tenant shall have ninety (90) days after receipt of a Statement (**"Review Period"**) to dispute the amount set forth in the Statement. If Tenant does not deliver written notice of such dispute to Landlord within ninety (90) days after receipt of such Statement, such Statement shall be considered final and binding on Tenant. If Tenant timely disputes the amount set forth in the Statement, Tenant's employees or an independent certified public accountant, (which accountant is not compensated on a contingency fee basis), designated by Tenant, may, after reasonable notice to Landlord and during Landlord's standard operating hours, inspect Landlord's records (pertaining to Landlord's calculation of Operating Expenses and Tax Expenses) at Landlord's offices, provided that Tenant is not then in default after expiration of all applicable cure periods and provided further that Tenant and such accountant shall, and each of them shall cause their respective agents and employees to maintain all information contained in Landlord's records in strict confidence. Notwithstanding the foregoing, Tenant shall only have the right to review Landlord's records one (1) time during any twelve (12) month period. Tenant's failure to dispute the amounts set forth in any Statement within the Review Period shall be deemed to be Tenant's approval of such Statement and Tenant, thereafter, waives the right or ability to dispute the amounts set forth in such Statement. If after such inspection, but no later than sixty (60) days following the Review Period, Tenant notifies Landlord in writing that Tenant still disputes such amounts, a certification as to the proper amount shall be made, at Tenant's expense, by an independent certified public accountant selected by Landlord. Landlord shall cooperate in good faith with Tenant and the accountant to provide Tenant and the accountant with the

information upon which the certification is to be based. However, if such certification by the accountant proves that the total amount of Operating Expenses and Tax Expenses set forth in the Statement were overstated by more than six percent (6%), then the actual, documented and reasonable cost of the accountant and such certification shall be paid for by Landlord, in an amount not to exceed One Thousand, Five Hundred and No/100 Dollars (\$1,500.00). Promptly following the parties receipt of such certification, the parties shall make such appropriate payments or reimbursements, as the case may be, to each other, as are determined to be owing pursuant to such certification. In no event shall Landlord or its property manager be required to (i) photocopy any accounting records or other items or contracts, (ii) create any ledgers or schedules not already in existence, (iii) incur any costs or expenses relative to such inspection, or (iv) perform any other tasks other than making available such accounting records as are described in this Section. Landlord shall not be liable for the payment of any contingency fee payments to any auditor or consultant of Tenant. The provisions of this Section shall be the sole method to be used by Tenant to dispute the amount of Operating Expenses and Tax Expenses payable by Tenant under this Lease, and Tenant waives any other rights or remedies relating thereto.

4.4 Taxes and Other Charges for Which Tenant Is Directly Responsible. Tenant shall reimburse Landlord upon demand for any and all taxes or assessments required to be paid by Landlord (except to the extent included in Tax Expenses by Landlord), excluding state, local and federal personal or corporate income taxes measured by the net income of Landlord from all sources and estate and inheritance taxes, whether or not now customary or within the contemplation of the parties hereto, when: (i) said taxes are measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or by the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, to the extent the cost or value of such leasehold improvements exceeds the cost or value of a building standard build-out as determined by Landlord regardless of whether title to such improvements shall be vested in Tenant or Landlord; (ii) said taxes are assessed upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion of the Real Property (including the Parking Facilities); or (iii) said taxes are assessed upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises.

5. USE OF PREMISES

5.1 Permitted Use. Tenant shall use the Premises solely for general administrative office purposes consistent with the character of the Building as a first-class office building, and Tenant shall not use or permit the Premises to be used for any other purpose whatsoever.

5.2 Prohibited Uses. Tenant further covenants and agrees that it shall not use, or suffer or permit any person or persons to use, the Premises, the Parking Facilities or any other Common Areas or any part thereof for any use or purpose contrary to this Lease, the rules and regulations reasonably established by Landlord for the Real Property, or in violation of any federal, state or local laws, or any recorded covenants, conditions and restrictions on ground or underlying leases affecting the Real Property. Without limiting the generality of the preceding, Tenant shall not use or permit any person to use the Premises as a telephone call center, governmental agency, marijuana clinic or dispensary (or any other cannabis-related use prohibited by federal or state law), religious organization, employment agency, or such other use that would increase the level of occupancy of the Premises to more than one person per 300 rentable square feet or for any use which would invalidate or increase the premiums for any policies of insurance now or in the future carried with respect to the Building.

5.3 Hazardous Substances.

5.3.1 Presence and Use of Hazardous Substances. Tenant shall not, without Landlord's prior written consent in Landlord's sole and absolute discretion, keep or allow any of Tenant's agents, employees, contractors, subtenants, assignees, invitees or licensees (collectively, "**Tenant Parties**") to keep on or around the Premises, Building or Real Property, for use, disposal, treatment, generation, storage or sale, any substances designated as, or containing components designated as, a "hazardous substance," "hazardous material," "hazardous waste," "regulated substance" or "toxic substance" (collectively referred to as "**Hazardous Substances**"). With respect to any such Hazardous Substances, Tenant shall: (i) comply promptly, timely and completely with all Laws for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers; (ii)

submit to Landlord true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; (iii) within five (5) days of Landlord's request, submit written reports to Landlord regarding Tenant's use, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to Landlord of Tenant's compliance with all applicable Laws; (iv) allow Landlord or Landlord's agent or representative to come on the Premises at all times to check Tenant's compliance with all applicable laws; (v) comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Premises, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and (vi) comply with all applicable laws regarding the proper and lawful use, sale, transportation, generation, treatment and disposal of Hazardous Substances.

5.3.2 Monitoring Costs. Any and all costs incurred by Landlord and associated with Landlord's monitoring of Tenant's compliance with this Section 5, including Landlord's attorneys' fees and costs, shall be Additional Rent and shall be due and payable to Landlord immediately upon demand by Landlord.

5.4 Cleanup Costs, Default and Indemnification.

5.4.1 Tenant shall be fully and completely liable to Landlord for any and all cleanup costs, and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Tenant's use, disposal, transportation, generation and/or sale of Hazardous Substances, in or about the Premises, Building or Real Property.

5.4.2 Tenant shall fully indemnify, defend and save Landlord and Landlord's lender, if any, harmless from any and all of the costs, fees, penalties and charges assessed against or imposed upon Landlord (as well as Landlord's and Landlord's lender's attorneys' fees and costs) as a result of Tenant's use, disposal, transportation, generation and/or sale of Hazardous Substances.

5.4.3 Upon Tenant's default under this Section 5, in addition to the rights and remedies set forth elsewhere in this Lease, Landlord shall be entitled to the following rights and remedies: (i) at Landlord's option, to terminate this lease immediately; and/or (ii) to recover any and all damages associated with the default, including, but not limited to cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by Landlord and other tenants of the Building or Real Property, any and all damages and claims asserted by third parties and Landlord's attorney's fees and costs.

5.5 Disruptive Activities. Tenant shall not: (i) produce, or permit to be produced, any intense glare, light or heat except within an enclosed or screened area and then only in such manner that the glare, light or heat shall not, outside the Premises, be materially different than the light or heat from other sources outside the Premises; (ii) create, or permit to be created, any sound pressure level which will interfere with the quiet enjoyment of any real property outside the Premises, or which will create a nuisance or violate any governmental law, rule, regulation or requirement; (iii) create, or permit to be created, any floor or ground vibration that is materially discernible outside the Premises; (iv) transmit, receive, or permit to be transmitted or received, any electromagnetic, microwave or other radiation which is harmful or hazardous to any person or property in or about the Premises, Building or Real Property; or (v) create, or permit to be created, any noxious odor that is disruptive to the business operations of any other tenant in the Building or Property.

6. SERVICES AND UTILITIES

6.1 Standard Tenant Services. Landlord shall provide the following services on all days during the Lease Term, unless otherwise stated below.

6.1.1 Subject to all governmental rules, regulations and guidelines applicable thereto, Landlord shall provide heating, ventilation and air conditioning ("HVAC") when necessary for normal comfort for normal office use in the Premises, from Monday through Friday, during the period from 6:00 a.m. to 6:00 p.m., and on

Saturday during the period from 8:00 a.m. to 1:00 p.m., except for the date of observation of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and other locally or nationally recognized holidays (collectively, the "**Holidays**").

6.1.2 Landlord shall provide adequate electrical wiring and facilities for normal general office use, and electricity at levels consistent with normal general office use, as determined by Landlord.

6.1.3 Landlord shall provide city water from the regular Building outlets for drinking, lavatory and toilet purposes.

6.1.4 Landlord shall provide janitorial services five (5) days per week, except on the dates of observation of the Holidays, in and about the Premises and window washing services in a manner consistent with other comparable buildings in the vicinity of the Building.

6.1.5 Landlord shall provide nonexclusive automatic passenger elevator service at all times.

6.2 Over-standard Tenant Use. Tenant shall not, without Landlord's prior written consent, use heat-generating machines, machines other than normal fractional horsepower office machines, or equipment or lighting other than building standard lights in the Premises, which may affect the temperature otherwise maintained by the air conditioning system or increase the electricity or water normally furnished for the Premises by Landlord pursuant to the terms of Section 6.1 of this Lease. If Tenant uses water or heat or air conditioning in excess of that supplied by Landlord pursuant to Section 6.1 of this Lease, Tenant shall pay to Landlord, upon billing, the cost of such excess consumption, the cost of the installation, operation, and maintenance of equipment which is installed in order to supply such excess consumption, and the cost of the increased wear and tear on existing equipment caused by such excess consumption, and Landlord may install devices to separately meter any increased use and in such event Tenant shall pay the increased cost directly to Landlord, on demand, including the cost of such additional metering devices. If Tenant desires to use HVAC during hours other than those for which Landlord is obligated to supply such utilities pursuant to the terms of Section 6.1 of this Lease, Tenant shall give Landlord such prior notice, as Landlord shall from time to time establish as appropriate, of Tenant's desired use and Landlord shall supply such utilities to Tenant at such hourly cost to Tenant as Landlord shall from time to time establish. Amounts payable by Tenant to Landlord for such use of additional utilities shall be deemed Additional Rent hereunder and shall be billed on a monthly basis. Notwithstanding anything herein to the contrary, any HVAC or other service necessary to accommodate a computer server room will be deemed to constitute an over-standard use and will be subject to the provisions of this Section 6.2.

6.3 Interruption of Use. Landlord shall not be liable for any damages incurred by Tenant, by abatement of Rent or otherwise, for failure to furnish or delay in furnishing any utility or service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease.

6.4 Additional Services. Landlord shall have the exclusive right, but not the obligation, to provide any additional services which may be required by Tenant, including, without limitation, locksmithing, lamp replacement, additional janitorial service, and additional repairs and maintenance, provided that Tenant, as Additional Rent, shall pay to Landlord upon billing, the sum of all costs to Landlord of such additional services plus a reasonable administrative fee of fifteen percent (15%) of such costs.

7. REPAIRS

7.1 Tenant's Obligations. Except as provided in Section 7.2 below, Tenant shall, at Tenant's own expense, keep the Premises, including all improvements, fixtures and furnishings therein, in good order, repair and condition at all times during the Lease Term, normal wear and tear and casualty damage excepted; provided, however, that if Tenant fails to make such repairs after ten (10) days written notice to Tenant (other than in case of an emergency, where no notice shall be required), Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord's costs or expenses, including a reasonable administrative fee of fifteen percent

(15%) of such costs, arising from Landlord's involvement with such repairs and replacements forthwith upon being billed for same. Tenant hereby waives and releases any right to make repairs at Landlord's expense and/or terminate this Lease or vacate the Premises under any Indiana law, statute, or ordinance now or hereafter in effect.

7.2 Landlord's Obligations. Landlord shall (at Landlord's cost and expense, but subject to inclusion in Operating Expenses to the extent permitted by Article 4 above) maintain the structural portions of the Building including the foundation, floor/ceiling slabs, roof, curtain wall, exterior glass and mullions, columns, beams, shafts (including elevator shafts), stairs, stairwells, elevator cabs and all Common Areas and shall also maintain and repair the basic mechanical, electrical, life safety, plumbing, sprinkler systems and HVAC systems. Notwithstanding the foregoing, if any of the foregoing repairs are necessitated by the act or omission to act of Tenant Parties, then the cost of such repairs, together with a reasonable administrative fee of fifteen percent (15%) of such costs, shall be paid by Tenant to Landlord immediately following delivery of an invoice therefor; provided that in the case of repairs covered by Landlord's insurance, Tenant's reimbursement obligation, exclusive of the administrative fee, shall not exceed the amount which is not covered by such insurance and Section 10.5 shall not apply to such reimbursement obligation.

8. ADDITIONS AND ALTERATIONS

8.1 Landlord's Consent to Alterations. Tenant may not make any improvements, alterations, additions or changes to the Premises (collectively, the "Alterations") without first procuring the prior written consent of Landlord to such Alterations, which consent shall be requested by Tenant not less than thirty (30) days prior to the commencement thereof, and which consent shall not be unreasonably withheld by Landlord. The construction of the initial improvements to the Premises shall be governed by the terms of the Work Letter and not the terms of this Article 8.

8.2 Manner of Construction. Tenant shall have obtained Landlord's approval of all plans, specifications, drawings, contractors and subcontractors prior to the commencement of Tenant's construction of the Alterations; provided, however, a contractor of Landlord's selection shall perform all mechanical, electrical, plumbing, structural, and heating, ventilation and air conditioning work, and such work shall be performed at Tenant's cost. All of Tenant's contractors shall carry insurance, all with limits, in form and with companies as are set forth on Exhibit F. Tenant shall also require the architect and the engineers to carry professional liability insurance or errors and omissions insurance. Such insurance shall be in amounts and shall include such extended coverage endorsements as may be reasonably required by Landlord. Certificates for all insurance carried pursuant to this Section 8.2 shall be delivered to Landlord before the commencement of construction of the Alterations and before the contractor's equipment is moved onto the site. In the event that the Alterations are damaged by any cause during the course of the construction thereof, Tenant shall immediately repair the same at Tenant's sole cost and expense. In addition, Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of such Alterations and naming Landlord as a co-obligee. Further, Tenant shall pay to Landlord or its agent a five percent (5%) supervision fee based upon the cost of the Alterations. Tenant shall construct such Alterations and perform such repairs in conformance with any and all applicable laws and pursuant to a valid building permit, issued by the appropriate governmental authorities, in a diligent, good and workmanlike manner, and in conformance with Landlord's construction rules and regulations attached hereto as Exhibit G, which construction rules and regulations may be reasonably amended by notice to Tenant. If such Alterations trigger a legal requirement upon Landlord to make any Alterations or improvements to the Building or Common Areas, Tenant shall, as Additional Rent, reimburse Landlord for the cost thereof within thirty (30) days following receipt of an invoice therefor. Landlord's approval of the plans, specifications and working drawings for Tenant's Alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities. Upon completion of any Alterations, Tenant shall deliver to the Building management office a reproducible copy of the "as built" drawings of the Alterations.

8.3 Landlord's Property. All Alterations and fixtures which may be made, installed or placed in or about the Premises from time to time, shall be at the sole cost of Tenant and shall be and become the property of Landlord upon the expiration or earlier termination of this Lease; provided, however, Landlord may, by written notice to Tenant, require Tenant at Tenant's expense to remove any such Alterations or fixtures prior to expiration of this Lease. The Improvements shall be and become the property of Landlord upon the expiration or earlier

termination of this Lease; provided, however, that Landlord may, by written notice to Tenant, require Tenant at Tenant's expense to remove any such Improvements prior to expiration of this Lease. If Tenant fails to complete such removal and/or to repair any damage caused by such removal, Landlord may do so and may charge the cost thereof to Tenant plus a reasonable administrative fee of fifteen percent (15%) of such costs. Notwithstanding the foregoing, Tenant, as part of its request for Landlord's consent to such Alterations may request Landlord's designation as to whether Landlord will require such removal and repair. In the event Tenant makes such request, Landlord shall make such designation at the time of any providing of a Landlord's consent.

8.4 NOTICE OF NON-LIABILITY. TENANT SHALL PROVIDE LANDLORD WITH WRITTEN NOTICE AT LEAST TEN (10) DAYS PRIOR TO THE COMMENCEMENT OF ANY ALTERATIONS. PRIOR TO THE COMMENCEMENT OF ANY ALTERATIONS, TENANT SHALL PROMINENTLY POST A WRITTEN NOTICE AT THE ENTRANCE TO THE PREMISES AND IN A CONSPICUOUS PLACE ADJACENT TO WHERE THE ALTERATIONS ARE BEING CONSTRUCTED. SUCH NOTICE SHALL BE SUBJECT TO THE APPROVAL OF LANDLORD. TENANT SHALL MAINTAIN SUCH NOTICES POSTED AT THE PREMISES THROUGHOUT THE COURSE OF ALTERATIONS. LANDLORD'S INTEREST IN THE REAL PROPERTY SHALL NOT BE SUBJECT TO ANY LIEN FOR ANY ALTERATIONS.

9. COVENANT AGAINST LIENS

Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Real Property, the Building or the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises, and, in case of any such lien attaching or notice of any lien, Tenant covenants and agrees to cause it to be immediately released and removed of record. Notwithstanding anything to the contrary set forth in this Lease, in the event that such lien is not released and removed within ten (10) days after the date notice of such lien is delivered by Landlord to Tenant, Landlord, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by Landlord in connection with such lien shall be deemed Additional Rent under this Lease and shall immediately be due and payable by Tenant.

10. INSURANCE; INDEMNITY; RELEASE

10.1 Indemnification and Waiver. Tenant shall be liable for, and shall indemnify, defend, protect and hold Landlord and Landlord's partners, members, managers, officers, directors, employees, agents, successors and assigns (collectively, "**Landlord Indemnified Parties**") harmless from and against, any and all claims, damages, judgments, suits, causes of action, losses, liabilities and expenses, including reasonable attorneys' fees and court costs (collectively, "**Indemnified Claims**"), arising or resulting from (a) any negligent or willful act or omission to act of Tenant or any of the Tenant Parties; (b) any occurrence within the Premises unless solely caused by the gross negligence or willful misconduct of Landlord; and/or (c) any default by Tenant of any obligations on Tenant's part to be performed under the terms of this Lease. The provisions of this Section 10.1 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability occurring prior to such expiration or termination.

10.2 Release. Tenant hereby fully and completely waives and releases all claims against Landlord for any losses or other damages sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises, including but not limited to: any defect in or failure of Building equipment; any failure to make repairs; any defect, failure, surge in, or interruption of project facilities or services; any defect in or failure of common areas; broken glass; water leakage; the collapse of any Building component; any claim or damage resulting from Landlord's repair, maintenance or improvements to any portion of the Building or Real Property; or any act, omission or negligence of co-tenants, licensees or any other persons or occupants of the Building; provided only, that the release contained in this Section 10.2 shall not apply to claims for actual damage to persons or property resulting directly and solely from Landlord's gross negligence or willful misconduct or from Landlord's breach of its express obligations under this Lease which Landlord has not cured within a reasonable time

after receipt of written notice of such breach from Tenant. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord be liable for exemplary damages or consequential damages such as lost profits.

10.3 Tenant's Insurance. Tenant shall, on or before the earlier of the Lease Commencement Date or the date on which Tenant first enters the Premises, obtain and keep in full force and effect at all times during the Lease Term the following insurance coverages relating to the Premises:

10.3.1 Commercial General Liability. Insurance against loss or liability in connection with bodily injury, death, or property damage or destruction, occurring on or about the Premises under one or more policies of commercial general liability insurance. Each policy shall be written on an occurrence basis and contain coverage 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 \$1.0 million per occurrence limit, \$2.0 million general aggregate limit per location, \$2.0 million personal and advertising limit, \$2.0 million products/completed operations limit and \$1.0 million damage to premises rented to you, with an Excess Limits (Umbrella) Policy in the amount of at least \$2.0 million per occurrence and \$2.0 million aggregate [**\$5.0 million if over 5,000 RSF**]. 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.

10.3.2 Automobile. Comprehensive automobile liability insurance on an occurrence basis in an initial amount of at least \$1.0 million combined single limit. This policy shall be on the then most current ISO form, providing the broadest coverage written to cover owned, hired, and nonowned automobiles. The policy shall include cross liability and severability of interest endorsements, if available.

10.3.3 Property. Special coverage/all-risk property insurance, including fire and lightning, extended coverage, sprinkler damage, theft, vandalism and malicious mischief, or the ISO causes of loss-special form; and flood insurance (if required by Landlord, any lender of the Real Property, or any governmental authority) in an amount adequate to cover 100% of the replacement costs, without co-insurance, of Tenant's personal property and trade fixtures, as well as Tenant Improvements and Alterations, whether provided or performed by or through Landlord or Tenant and with no deductible.

10.3.4 Workers' Compensation. Workers' compensation insurance in the amount required by law and employer's liability coverage of at least \$1.0 million bodily injury per accident, \$1.0 million for bodily injury by disease for each employee, and \$1.0 million 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.

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

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

10.4 Insurance Requirements. 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 INSURED ON EACH OF SAID POLICIES (EXCLUDING THE WORKER'S COMPENSATION POLICY). EACH OF SAID POLICIES SHALL ALSO INCLUDE AN ENDORSEMENT PROVIDING THAT LANDLORD SHALL RECEIVE THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF ANY CANCELLATION, NONRENEWAL OR REDUCTION OF COVERAGE (EXCEPT THAT TEN (10) DAYS' NOTICE SHALL BE SUFFICIENT IN THE CASE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM). Regardless of carrier/agent notification to Landlord, Tenant shall provide Landlord with at least ten (10) days prior notice of any policy cancellation or material reduction in coverage limits or coverage amounts, with respect to any policy required of Tenant under this Lease. The minimum limits of insurance specified in this Section 10 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 10 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.

10.5 Landlord's Insurance. Landlord shall maintain fire and extended coverage insurance on the Building in an amount not less than 80% of the replacement cost of the Building and commercial general liability insurance relating to the Building and its appurtenances in an amount not less than \$3.0 million per occurrence. In addition, Landlord may, at its option, maintain coverages in excess of the minimum limits set forth in this paragraph and additional coverages as specified in the definition of Operating Expenses in such amounts and with such deductibles as reasonably determined by Landlord from time to time. The total cost of all insurance maintained by Landlord for the Building and Project shall be included in Operating Expenses.

10.6 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.

10.7 Business Interruption. Landlord shall not be responsible for, and Tenant releases and discharges Landlord and the Landlord Indemnitees from, and Tenant further waives any right of recovery from Landlord and the Landlord Indemnitees 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.

10.8 Adjustment of Claims. Tenant shall cooperate with Landlord and Landlord's insurers in the adjustment of any insurance claim pertaining to the Building or the Project or Landlord's use thereof.

10.9 Increase in Landlord's Insurance Costs. Tenant agrees to pay to Landlord any increase in premiums for Landlord's insurance policies resulting from Tenant's use or occupancy of the Premises.

10.10 Failure to Maintain Insurance. Any failure of Tenant to obtain and maintain the insurance policies and coverages required hereunder or failure by Tenant to meet any of the insurance requirements of this Lease shall constitute an event of default hereunder, and such failure shall entitle Landlord to pursue, exercise or obtain any of the remedies provided for in Section 19.2, and Tenant shall be solely responsible for any loss suffered by Landlord as a result of such failure. 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.

11. DAMAGE AND DESTRUCTION

11.1 Repair of Damage to Premises by Landlord. Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty. If the Premises or any Common Areas of the Building serving or providing access to the Premises shall be damaged by fire or other casualty, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, and subject to all other terms of this Article 11, restore the Base, Shell and Core of the Premises and such Common Areas to substantially the same condition as existed prior to the casualty, except for modifications required by law, the holder of a mortgage on the Real Property, the lessor of a ground or underlying lease, or any other modifications to the Common Areas deemed desirable by Landlord. Notwithstanding any other provision of this Lease, upon the occurrence of any damage to the Premises resulting from fire or other casualty, Tenant shall assign to Landlord all insurance proceeds payable to Tenant as to items of property described in Section 10.3.3, and Landlord shall return the Premises and such Tenant Improvements to their original condition; provided that if the cost of such repair by Landlord exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, as assigned by Tenant, the cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's repair of the damage. In the event any damage to the Building or Common Area occurs as a result of the negligence or willful misconduct of Tenant and/or its agents, contractors, employees and/or invitees, Tenant shall reimburse Landlord, promptly on demand, for the cost incurred by Landlord in repairing such damage and the provisions of Section 10.6 regarding Landlord's deductible shall not apply to such reimbursement obligation. Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from damage resulting from fire or other casualty or Landlord's repair thereof; provided however, that if such fire or other casualty shall have damaged the Premises or Common Areas necessary to Tenant's occupancy, and if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's employees, contractors, licensees, or invitees, Landlord shall allow Tenant an abatement of Rent during the time and to the extent the Premises are unfit for occupancy for the purposes permitted under this Lease, and not occupied by Tenant as a result thereof.

11.2 Landlord's Option to Repair. Notwithstanding the terms of Section 11.1 of this Lease, Landlord may elect not to rebuild and/or restore the Premises and/or Building and instead terminate this Lease by notifying Tenant in writing of such termination within ninety (90) days after the date Landlord learns of the necessity for repairs as the result of damage, such notice to include a termination date giving Tenant ninety (90) days to vacate the

Premises, but Landlord may so elect only if the Building shall be damaged by fire or other casualty or cause, whether or not the Premises are affected, and one or more of the following conditions is present: (i) repairs cannot reasonably be completed within one hundred eighty (180) days after the date Landlord learns of the necessity for repairs as the result of damage (when such repairs are made without the payment of overtime or other premiums); (ii) the holder of any mortgage on the Real Property or ground or underlying lessor with respect to the Real Property shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt, or shall terminate the ground or underlying lease, as the case may be; (iii) the damage is not fully covered by Landlord's insurance policies or the full amounts to repair the damage, except for the applicable deductible, are not actually received by Landlord; or (iv) such damage occurs during the last twenty-four (24) months of the Lease Term.

11.3 Waiver of Statutory Provisions. The provisions of this Lease, including this Article 11, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, the Building or any other portion of the Real Property, and any statute, regulation or case law of the State of Indiana with respect to termination rights arising from damage or destruction shall have no application to this Lease or any damage or destruction to all or any part of the Premises, the Building or any other portion of the Real Property.

12. NONWAIVER

No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provision, even if such violation shall continue or be repeated subsequently. Any waiver by Landlord of any provision of this Lease may only be in writing, and no express waiver shall affect any provision other than the one specified in such waiver and that only for the time and in the manner specifically stated. No receipt of monies by Landlord from Tenant after the expiration or termination of this Lease shall in any way alter the length of the Lease Term.

13. CONDEMNATION

If the whole or any part of the Premises, Building or Real Property shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority in such manner as to require the use, reconstruction or remodeling of any part of the Premises, Building or Real Property, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the option to terminate this Lease upon ninety (90) days' notice, provided such notice is given no later than one hundred eighty (180) days after the date of such taking, condemnation, reconfiguration, vacation, deed or other instrument. If more than twenty-five percent (25%) of the rentable square feet of the Premises is taken, or if permanent access to the Premises is substantially impaired, Tenant shall have the option to terminate this Lease upon ninety (90) days' notice, provided such notice is given no later than one hundred eighty (180) days after the date of such taking. Landlord shall be entitled to receive the entire award or payment in connection with such taking, except that Tenant shall have the right to file any separate claim available to Tenant for any taking of Tenant's personal property belonging to Tenant and removable by Tenant upon expiration of the Lease Term pursuant to the terms of this Lease, and for goodwill and moving expenses, so long as such claim does not diminish the award available to Landlord, its ground lessor with respect to the Real Property or its mortgagee, and such claim is payable separately to Tenant. If any part of the Premises shall be taken, and this Lease shall not be so terminated, the Rent shall be proportionately abated. Tenant hereby waives any and all rights it might otherwise have under Indiana law to seek termination of this Lease in the event of a taking.

14. ASSIGNMENT AND SUBLETTING

14.1 Transfers. Tenant shall not, without the prior written consent of Landlord, which shall be in Landlord's sole and absolute discretion, assign or otherwise transfer this Lease or any interest hereunder, permit any assignment or other such foregoing transfer of this Lease or any interest hereunder by operation of law, sublet the Premises or any part thereof, or permit the use of the Premises by any persons other than Tenant and its employees (all of the foregoing are hereinafter sometimes referred to collectively as "Transfers" and any person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "Transferee"). Tenant shall not

market its Premises to other tenants of the Building without Landlord's written consent. If Tenant shall desire Landlord's consent to any Transfer, Tenant shall notify Landlord in writing, which notice (the "**Transfer Notice**") shall include (i) the proposed effective date of the Transfer, which shall not be less than forty-five (45) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice, (ii) a description of the portion of the Premises to be transferred (the "**Subject Space**"), (iii) all of the terms of the proposed Transfer and the consideration therefor, including a calculation of the "Transfer Premium," as that term is defined in Section 14.3 below, in connection with such Transfer, the name and address of the proposed Transferee and a copy of all operative documents to be executed to evidence such Transfer or the agreements incidental or related to such Transfer, and (iv) current financial statements of the proposed Transferee and such other information as Landlord may reasonably require. Landlord shall use commercially reasonable efforts to respond to the Transfer Notice within thirty (30) days of Landlord's receipt of any Transfer Notice, provided such Transfer Notice specifically states that Landlord must respond within thirty (30) days of receipt; further provided, that Tenant's Transfer Notice shall not be deemed approved if Landlord fails to respond in such timeframe. If there are any changes in the terms and conditions from those specified in the Transfer Notice (i) such that Landlord would initially have been entitled to refuse its consent to such Transfer under this Section 14.1, or (ii) which would cause the proposed Transfer to be more favorable to the Transferee than the terms set forth in Tenant's original Transfer Notice, Tenant shall again submit the Transfer to Landlord for its approval and other action under this Article 14 (including Landlord's right of recapture, if any, under Section 14.4 of this Lease). Any Transfer made without Landlord's prior written consent shall, at Landlord's option, be null, void and of no effect, and shall, at Landlord's option, constitute a default by Tenant under this Lease. Whether or not Landlord shall grant consent, Tenant shall pay Landlord an assignment fee of \$1,200.00, Landlord's review and processing fees, as well as any reasonable legal fees incurred by Landlord, within thirty (30) days after written request by Landlord. Notwithstanding any contrary provision of this Lease, if Tenant or any proposed Transferee claims that Landlord has unreasonably withheld or delayed its consent to a proposed Transfer or otherwise has breached its obligations under this Article 14, Tenant's and such Transferee's only remedy shall be to seek a declaratory judgment and/or injunctive relief, and Tenant, on behalf of itself and, to the extent permitted by law, such proposed Transferee waives all other remedies against Landlord, including without limitation, the right to seek monetary damages or to terminate this Lease.

14.2 **Landlord's Consent.** Landlord shall not unreasonably withhold its consent to any proposed Transfer of the Subject Space to the Transferee on the terms specified in the Transfer Notice. The parties hereby agree that it shall be reasonable under this Lease and under any applicable law for Landlord to withhold consent to any proposed Transfer where one or more of the following apply, without limitation as to other reasonable grounds for withholding consent (i) the Transferee is of a character or reputation or engaged in a business which is not consistent with the quality of the Building, or would be a less prestigious occupant of the Building than Tenant; (ii) the Transferee intends to use the Subject Space for purposes which are not permitted under this Lease; (iii) the Transferee is either a governmental agency or instrumentality thereof; (iv) the Transfer will result in more than a reasonable and safe number of occupants per floor within the Subject Space; (v) the Transferee is not a party of reasonable financial worth and/or financial stability in light of the responsibilities involved under the Lease on the date consent is requested or the Transferee has a net worth which is less than Tenant's net worth as of the date of this Lease; (vi) the proposed Transfer would cause Landlord to be in violation of another lease or agreement to which Landlord is a party, or would give an occupant of the Building a right to cancel its lease; (vii) the terms of the proposed Transfer will allow the Transferee to exercise a right of renewal, right of expansion, right of first offer, or other similar right held by Tenant (or will allow the Transferee to occupy space leased by Tenant pursuant to any such right); (viii) either the proposed Transferee, or any person or entity which directly or indirectly, controls, is controlled by, or is under common control with, the proposed Transferee, (A) occupies space in the Building at the time of the request for consent, or (B) is negotiating with Landlord to lease space in the Building at such time, or (C) has corresponded with Landlord regarding the potential lease of space in the Building during the preceding nine (9) months; or (ix) Landlord has not received assurances acceptable to Landlord that all past due amounts owing by Tenant to Landlord, if any, will be paid and all defaults on the part of Tenant, if any, will be cured prior to the effective date of the proposed Transfer.

14.3 **Transfer Premium.** If Landlord consents to a Transfer, Tenant shall pay to Landlord within thirty (30) days of Tenant's receipt from Transferee, fifty percent (50%) of any "Transfer Premium," as that term is defined in this Section 14.3, received by Tenant from such Transferee. The phrase "**Transfer Premium**" shall mean all rent, additional rent or other consideration payable by such Transferee in excess of the Rent and Additional Rent payable by Tenant under this Lease on a per rentable square foot basis if less than all of the Premises is transferred,

after deducting the reasonable expenses incurred by Tenant for (i) any changes, alterations and improvements to the Premises in connection with the Transfer, and (ii) any brokerage commissions paid to independent third parties in connection with the Transfer (collectively, the "Subleasing Costs"). The phrase "Transfer Premium" shall also include, but not be limited to, key money and bonus money paid by Transferee to Tenant in connection with such Transfer, and any payment in excess of fair market value for services rendered by Tenant to Transferee or for assets, fixtures, inventory, equipment, or furniture transferred by Tenant to Transferee in connection with such Transfer. Landlord or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of Tenant relating to any Transfer, and shall have the right to make copies thereof. If the Transfer Premium respecting any Transfer shall be found understated, Tenant shall, within thirty (30) days after demand, pay the deficiency and Landlord's costs of such audit.

14.4 Landlord's Option as to Subject Space. Notwithstanding anything to the contrary contained in this Article 14, Landlord shall have the option, by giving written notice to Tenant within thirty (30) days after receipt of any Transfer Notice, to recapture the Subject Space or the entire Premises from Tenant. Such recapture notice shall cancel and terminate this Lease with respect to the Subject Space or Premises, as applicable, as of the date stated in the Transfer Notice as the effective date of the proposed Transfer. In the event of a recapture by Landlord, if this Lease shall be canceled with respect to less than the entire Premises, the Rent reserved herein shall be prorated on the basis of the number of rentable square feet retained by Tenant in proportion to the number of rentable square feet contained in the Premises, and this Lease as so amended shall continue thereafter in full force and effect, and upon request of either party, the parties shall execute written confirmation of the same. If Landlord declines or fails to elect in a timely manner to recapture the Subject Space under this Section 14.4, then, provided Landlord has consented to the proposed Transfer, Tenant shall be entitled to proceed to transfer the Subject Space to the proposed Transferee.

14.5 Effect of Transfer. If Landlord consents to a Transfer, (i) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, (ii) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, (iii) Tenant shall deliver to Landlord, promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord, (iv) no Transfer relating to this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of the Lease from liability under this Lease; (v) Tenant shall not be able to assign its signage rights, if any without the written consent of Landlord; and (vi) Tenant and Transferee shall promptly execute Landlord's standard form of consent.

14.6 Additional Transfers. For purposes of this Lease, the term "Transfer" shall also include a change in the ownership of fifty percent (50%) or more of the ownership interests of Tenant within a twelve (12)-month period, unless Tenant is a publicly-held company whose stock trades on a nationally-recognized exchange. Notwithstanding the foregoing, upon not less than thirty (30) days' prior written notice, Tenant may assign this Lease to any successor of Tenant resulting from a merger or consolidation of Tenant which has, subject to documentation to Landlord's satisfaction, a tangible net worth equal to or greater than that of Tenant as of the Date of Lease set forth in Section 1 of the Summary.

15. SURRENDER OF PREMISES AND REMOVAL OF TENANT'S PROPERTY

No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in a writing signed by Landlord. Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant, reasonable wear and tear and repairs which are specifically made the responsibility of Landlord hereunder excepted. Upon such expiration or termination, Tenant shall remove from the Premises all debris and rubbish, such items of furniture, equipment, wires, and cable or other computer or telecommunication lines or systems (including any cable or other computer or telecommunication lines or systems installed above the ceiling) installed by or at the request of Tenant that is not contained in protective conduit or metal raceway, other articles of personal property owned by Tenant and any property Landlord requires Tenant to remove pursuant to Section 8.3. Tenant shall repair at its own expense all damage to the Premises and Building resulting from such removal.

16. HOLDING OVER

If Tenant holds over after the expiration or earlier termination of the Lease Term hereof, such tenancy shall be a tenancy at will only, and while Tenant maintains possession of the Premises for any holdover period, Rent shall be payable at a per diem rate equal to 150% of the Rent applicable during the last rental period of the Lease Term under this Lease. Such holdover tenancy shall be subject to every other term, covenant and agreement contained herein. Such holdover shall not constitute a renewal or extension of the Lease Term and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Article 16 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, Tenant shall be liable for all damages incurred by Landlord resulting therefrom.

17. ESTOPPEL CERTIFICATES

Within ten (10) days (which ten [10] day period is not subject to any notice or cure periods otherwise provided under this Lease) following a request in writing by Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate in the form attached hereto as Exhibit I, which may be required by Landlord or any prospective mortgagee or purchaser of the Real Property, certifying (i) that Tenant has accepted and is occupying the Premises and has commenced payment of Rent (or, if Tenant has not taken occupancy or commenced payment of Rent, Tenant shall certify as to the date on which it intends to take occupancy and when its obligation to pay Rent commences); (ii) the Lease Commencement Date (or Anticipated Lease Commencement Date if the same has not then occurred) and the expiration date of the Term; (iii) that the Lease has not been changed, modified or amended, and is in full force and effect and free from any default by any party known to Tenant (or, if the Lease has been changed, modified or amended, or if a default has been committed, Tenant shall certify as to the date and nature of said change, modification or amendment, and the nature of any default known to Tenant by either Landlord or Tenant); (iv) that Tenant has no claims or rights against Landlord by way of set-off or deduction against the amounts required to be paid by Tenant under the Lease; (v) that Tenant has not paid Rent for more than the current month during which certification is made; (vi) that Tenant has not been granted any option or right of first refusal to purchase all or any portion of the Building; (vii) the dates to which the Rent and other charges have been paid, and (viii) such other information as Landlord shall reasonably request, and indicating therein any exceptions to the foregoing statements that may exist at that time.

18. SUBORDINATION

This Lease is subject and subordinate to all present and future ground or underlying leases of the Real Property and to the lien of any mortgages or deeds of trust, now or hereafter in force against the Real Property and the Building, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or deeds of trust, unless the holds of such mortgages or deeds of trust, or the lessors under such ground lease or underlying leases, require in writing that this Lease be superior thereto. Tenant covenants and agrees to attorn, without any deductions or set-offs whatsoever, to the purchaser upon any foreclosure sale, or to the lessor of a ground or underlying lease upon the termination thereof, as the case may be, if so requested to do so by such purchaser or lessor, and to recognize such purchaser or lessor as the landlord under this Lease. Tenant shall, within ten (10) days (which ten [10] day period is not subject to any notice or cure periods otherwise provided under this Lease) of request by Landlord, execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence or confirm such attornment and/or the subordination or superiority of this Lease to any such mortgages, deeds of trust, ground leases or underlying leases. **The Lease and Landlord's obligations hereunder are expressly conditioned on Tenant executing and delivering to Landlord contemporaneously with execution of this Lease an executed Subordination, Nondisturbance and Attornment Agreement in the form attached hereto as Exhibit J.**

19. DEFAULTS; REMEDIES

19.1 Tenant Default. The occurrence of any of the following shall constitute a default of this Lease by Tenant ("Event of Default"):

19.1.1 Any failure by Tenant to pay any Rent or any other charge required to be paid under this Lease, or any part thereof, when due; or

19.1.2 Any failure by Tenant (other than a failure pursuant to Section 19.1.1 or 19.1.4) to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for ten (10) days after written notice thereof from Landlord to Tenant; provided however, that if the nature of such default is such that the same cannot reasonably be cured within a ten (10) day period, Tenant shall not be deemed to be in default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure said default within twenty (20) days after such written notice; or

19.1.3 The entry of an order for relief with respect to Tenant or any guarantor of this Lease under any chapter of the Federal Bankruptcy Code, the dissolution or liquidation of Tenant or any guarantor of this Lease, the insolvency of Tenant or any guarantor of this Lease or the inability of Tenant or any guarantor of this Lease to pay its debts when due, or the appointment of a trustee or receiver to take possession of all or substantially all of Tenant's or any guarantor's assets or Tenant's interest under this Lease that is not discharged within thirty (30) days; or

19.1.4 The failure of Tenant to execute any documents referenced in Article 17 or 18 within the time periods set forth in those Articles.

Any notice required under this Section 19.1 shall be in lieu of, and not in addition to, any notice required under Indiana law.

19.2 Remedies Upon Default. Upon the occurrence of any Event of Default by Tenant, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity, the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever.

19.2.1 Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor; and Landlord may recover from Tenant the following: (i) the worth at the time of award of any unpaid rent which has been earned at the time of such termination; plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom. The term "rent" as used in this Section 19.2 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. As used in clauses (i) and (ii), above, the "worth at the time of award" shall be computed by allowing interest at the rate set forth in Article 25 of this Lease. As used in clause (iii) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award plus one percent (1%).

19.2.2 If Landlord does not elect to terminate this Lease on account of any Event of Default, Landlord may, from time to time, without terminating this Lease, enforce all of its right and remedies under this Lease, including the right to terminate the Tenant's right to possession of the Premises and to recover all Rent as it becomes due.

19.3 Sublessees of Tenant. Whether or not Landlord elects to terminate this Lease on account of any Event of Default, as set forth in this Article 19, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession or occupancy entered into by Tenant and affecting the Premises, if any, or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases,

licenses, concessions or other consensual arrangements, and Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

19.4 Waiver of Default. No waiver by Landlord or Tenant of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other or later violation or breach of the same or any other of the terms, provisions, and covenants herein contained. Forbearance by Landlord in enforcement of one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The acceptance of any Rent hereunder by Landlord following the occurrence of any default, whether or not known to Landlord, shall not be deemed a waiver of any such default, except only a default in the payment of the Rent so accepted.

19.5 Efforts to Relet. For purposes of this Article 19, the Lease shall not be deemed to have been terminated by efforts of Landlord to relet the Premises, by its acts of maintenance or preservation with respect to the Premises, or by appointment of a receiver to protect Landlord's interest hereunder. The foregoing enumeration is not exhaustive, but merely illustrative of act which may be performed by Landlord without terminating the Lease.

19.6 Tenant's Personal Property. Any and all property which may be removed from the Premises by Landlord pursuant to the authority of the Lease or of law, to which Tenant is or may be entitled, may be handled, removed or stored by Landlord at the risk, cost and expense of Tenant and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken from storage by Tenant within thirty (30) days, shall be conclusively presumed to have been conveyed by Tenant to Landlord under this Lease as a bill of sale without further payment or credit by Landlord to Tenant.

19.7 Receipt of Moneys After Termination. No receipt of moneys by Landlord from Tenant after termination of this Lease or Tenant's right to possession, or after the giving of any notice of termination of this Lease or Tenant's right to possession, shall reinstate, continue or extend the Term or affect any notice theretofore given to Tenant, or operate as a waiver of the right of Landlord to enforce the payment of Rent and any other sum or sums of money and other charges herein reserved and agreed to be paid by Tenant then due or thereafter falling due, or operate as a waiver of the right of Landlord to recover possession of the Premises by proper remedy, except as herein otherwise expressly provided, it being agreed that after the service of notice to terminate this Lease or Tenant's right to possession or the commencement of suit or summary proceedings, or after final order or judgment for the possession of the Premises, Landlord may demand, receive and collect any moneys due or thereafter falling due without in any manner affecting such notice, proceeding, order, suit or judgment, except as herein otherwise specifically provided, all such moneys collected being deemed payments on account of the use and occupation of the Premises, or at the election of Landlord, on account of Tenant's liability hereunder. Further, no payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of Rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or payment of Rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of Rent or pursue any other remedies available to Landlord. If Landlord shall direct Tenant to pay Rent to a "lockbox" or other depository whereby payments issued in payment of Rent are initially cashed or deposited by a person or entity other than Landlord (albeit on Landlord's authority), then, for any and all purposes under this Lease: (i) Landlord shall not be deemed to have accepted such payment until ten (10) days after the date on which Landlord shall have actually received such funds; and (ii) Landlord shall be deemed to have accepted such payment if (and only if) within said ten (10) day period, Landlord shall not have returned (or attempted to return) such payment to Tenant. Nothing contained in the immediately preceding sentence shall be construed to place Tenant in default of Tenant's obligation to pay Rent if and for so long as Tenant shall timely pay the Rent required pursuant to this Lease in the manner designated by Landlord.

19.8 Landlord Default. Landlord shall not be in default in the performance of any obligation required to be performed by Landlord under this Lease unless Landlord has failed to perform such obligation within thirty (30) days after the receipt of written notice to Landlord (and any mortgagee of whom Tenant has been notified) from Tenant specifying in detail Landlord's failure to perform; provided however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed in default if it commences such performance within such thirty (30) day period and thereafter diligently

pursues the same to completion. Tenant agrees that, prior to commencing a legal action against Landlord for failure to cure such default as provided in the preceding sentence, any mortgagee which received notice of such default shall have an additional thirty (30) days to cure such default (unless such cure would take longer and such mortgagee has commenced such cure within said thirty (30) day period). Upon any such uncured default by Landlord and any mortgagee which received notice of such default, Tenant may exercise any of its rights provided in law or at equity; provided, however: (a) Tenant shall have no right of self-help to perform repairs or any other obligation of Landlord; (b) Tenant shall have no right to offset or abate rent in the event of any default by Landlord under this Lease; (c) Tenant shall have no right to terminate this Lease; (d) Tenant's rights and remedies hereunder shall be limited to the extent (i) Tenant has expressly waived in this Lease any of such rights or remedies and/or (ii) this Lease otherwise expressly limits Tenant's rights or remedies; and (e) Landlord will not be liable for any consequential damages.

20. COVENANT OF QUIET ENJOYMENT

Landlord covenants that Tenant, on paying the Rent, charges for services and other payments herein reserved and on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of Tenant to be kept, observed and performed, shall, during the Lease Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions and agreements hereof without interference by any persons lawfully claiming by or through Landlord. The foregoing covenant is in lieu of any other covenant express or implied.

21. SECURITY DEPOSIT

Concurrent with Tenant's execution of this Lease, Tenant shall deposit with Landlord a security deposit (the "**Security Deposit**") in the amount set forth in Section 11 of the Summary. The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Lease Term. If Tenant defaults with respect to any provisions of this Lease, Landlord may use, apply or retain all or any part of the Security Deposit for the payment of any Rent or any other sum in default, to cure Tenant's default hereunder, or to compensate Landlord for any other loss or damage that Landlord may suffer by reason of Tenant's default. Landlord's obligations with respect to the Security Deposit are those of a debtor and not of a trustee, and Landlord can commingle the Security Deposit with Landlord's general funds. If any portion of the Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount, and Tenant's failure to do so shall be a default under this Lease. Landlord shall return the Security Deposit (less any portion thereof used, applied or retained by Landlord as permitted herein) to Tenant within sixty (60) days following the expiration of the Lease Term. Tenant shall not be entitled to any interest on the Security Deposit. Tenant hereby waives any and all applicable provisions of law, now or hereafter in force, which provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises.

22. SUBSTITUTION OF OTHER PREMISES

Landlord shall have the right, upon at least one hundred twenty (120) days prior written notice, to relocate Tenant to another location in the Real Property ("New Premises") on the condition that: (a) the New Premises designated by Landlord shall be substantially similar to the Premises with respect to size (must contain at least as much square footage as the Premises) and configuration; (b) if Tenant is then occupying the Premises, Landlord shall pay the actual and reasonable costs of physically moving Tenant, its property and equipment, to the New Premises and such moving shall be done at such time and in such manner so as to cause the least inconvenience to Tenant; (c) Landlord shall, at its cost, improve the New Premises with leasehold improvements substantially equivalent to those located in the Premises; and (d) the Rent shall not be adjusted.

23. SIGNS

23.1 Premises Identification and Building Directory Signage. Tenant shall be entitled, at Tenant's sole cost and expense, to (i) Building-standard identification signage outside of Tenant's Premises on the floor on which Tenant's Premises are located, and (ii) to one (1) line on the Building directory to display Tenant's name and location

in the Building. The location, quality, design, style, and size of such signage shall be consistent with the Landlord's building standard signage program. Any change in Tenant's signage shall be at Tenant's sole cost and expense.

23.2 Prohibited Signage and Other Items. Any other signs, notices, logos, pictures, names or advertisements which are installed in the Common Areas or on the exterior of the Building or are visible from outside the Premises and that have not been individually approved by Landlord are prohibited and may be removed without notice by Landlord, at the sole expense of Tenant.

24. COMPLIANCE WITH LAW

24.1 Tenant shall not do anything or suffer anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated. Tenant acknowledges that, except for Landlord's obligations pursuant to Sections 7.2 and 24.2, Tenant is solely responsible for ensuring that the Premises comply with any and all laws applicable to Tenant's use of and conduct of business on the Premises, and that Tenant is solely responsible for any alterations or improvements that may be required by such laws, now existing or hereafter adopted.

24.2 The parties acknowledge that the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and regulations and guidelines promulgated thereunder ("ADA"), and any similarly motivated state and local laws, as the same may be amended and supplemented from time to time (collectively referred to herein as the "Disabilities Acts") establish requirements for business operations, accessibility and barrier removal, and that such requirements may or may not apply to the Premises, Building and Real Property depending on, among other things: (i) whether Tenant's business is deemed a "public accommodation" or "commercial facility"; (ii) whether such requirements are "readily achievable"; and (iii) whether a given alteration affects a "primary function area" or triggers "path of travel" requirements. The parties hereby agree that: (i) Landlord shall perform any required Disabilities Acts compliance in the Common Areas (at Landlord's cost and expense, but subject to inclusion of Operating Expenses to the extent permitted by Article 4 above), except as provided below; (ii) Tenant shall perform any required Disabilities Acts compliance in the Premises; and (iii) Landlord may perform, or require that Tenant perform, and Tenant shall be responsible for the cost of, Disabilities Acts "path of travel" and other requirements triggered by any public accommodation or other use of, or alterations in, the Premises by Tenant. Tenant shall be responsible for Disabilities Acts requirements relating to Tenant's employees, and Landlord shall be responsible for Disabilities Acts requirements relating to Landlord's employees.

25. LATE CHARGES

If any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after said amount is due, then (i) Tenant shall pay to Landlord a late charge equal to ten percent (10%) of the amount due (but in no event shall such charge be in excess of the maximum amount permitted by applicable law) plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder, and (ii) such unpaid amounts shall thereafter bear interest until paid at a rate equal to the U.S. prime rate on interest set forth in the money rates column of the Wall Street Journal on the date due (or if the Wall Street Journal ceases to publish such a rate, then the rate published by the largest federally chartered banking institution with a branch in Indiana) plus five percent (5%) per annum, provided that in no case shall such rate be higher than the highest rate permitted by applicable law. The late charge and interest shall be deemed Additional Rent and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

26. LANDLORD'S RIGHT TO CURE DEFAULT

All covenants and agreements to be kept or performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any reduction of Rent. If Tenant shall fail to perform any of its obligations under this Lease, within a reasonable time after such performance is required by the terms of this Lease, Landlord may, but shall not be obligated to, after reasonable prior notice to Tenant, make any such payment or perform any such act on Tenant's part without waiving its right based upon any default of Tenant and without releasing Tenant from any obligations hereunder, in which event Tenant shall reimburse Landlord, upon demand, for

the sums incurred by Landlord in connection therewith plus a reasonable administrative fee of fifteen percent (15%) of such costs. Tenant's reimbursement obligations under this Article 26 shall survive the expiration or sooner termination of the Lease Term.

27. RIGHTS RESERVED BY LANDLORD

27.1 Landlord reserves the right at all reasonable times and upon reasonable notice to the Tenant to enter the Premises to (i) inspect them; (ii) show the Premises to prospective purchasers, mortgagees or tenants, or to the ground or underlying lessors; (iii) post notices of non-responsibility; or (iv) alter, improve or repair the Premises or the Building if necessary to comply with current Building codes or other applicable laws, or for structural alterations, repairs or improvements to the Building. Notwithstanding anything to the contrary contained in this Article 27, Landlord may enter the Premises at any time to (a) perform services required of Landlord; (b) take possession due to any breach of this Lease in the manner provided herein; (c) perform any covenants of Tenant that Tenant fails to perform; or (d) to address an emergency. Any such entries shall be without the abatement of Rent, shall not be deemed an unlawful entry, or an actual or constructive eviction, and shall include the right to take such reasonable steps as required to accomplish the stated purposes. Tenant hereby waives any claims for damages or for any injuries or inconvenience to or interference with Tenant's business, lost profits, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby.

27.2 Landlord reserves full rights to control the Building and the Real Property (which rights may be exercised without subjecting Landlord to claims for constructive eviction, abatement of Rent, damages or other claims of any kind), including more particularly, but without limitation, the following rights: (a) to paint and decorate; (b) to perform repairs or maintenance; and (c) to make replacements, restorations, renovations, alterations, additions and improvements, structural or otherwise (including Freon retrofit work), in and to the Building or Real Property or any part thereof, including any adjacent building, structure, facility, land, street or alley, or change the uses thereof) including changes, reductions or additions of corridors, entrances, doors, lobbies, parking facilities and other areas, structural support columns and shear walls, elevators, stairs, escalators, mezzanines, solar tint windows or film, kiosks, planters, sculptures, displays, and other amenities and features therein, and changes relating to the connection with or entrance into or use of the Building or Real Property or any other adjoining or adjacent building or buildings, now existing or hereafter constructed). In connection with such matters, Landlord may, among other things, erect scaffolding, barricades and other structures, open ceilings, close entry ways, restrooms, elevators, stairways, corridors, parking and other areas and facilities, and take such other actions as Landlord deems appropriate. However, Landlord shall: (a) take reasonable steps to minimize or avoid any denial of access to the Premises except when necessary on a temporary basis; and (b) in connection with entering the Premises, shall comply with Section 27.1 above.

28. INTENTIONALLY DELETED

29. MISCELLANEOUS PROVISIONS

29.1 Binding Effect. Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Article 14 of this Lease.

29.2 No Air Rights. No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.

29.3 Modification of Lease. Should any current or prospective mortgagee or ground lessor for the Building require a modification or modifications of this Lease, which modification or modifications will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified and agrees to execute whatever documents are required therefor and deliver the same to Landlord within ten (10) days following the request therefor.

29.4 Transfer of Landlord's Interest. In the event Landlord transfers all or any portion of its interest in the Real Property and Building and in this Lease, Landlord shall automatically be released from all remaining liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder after the date of transfer.

29.5 Captions. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

29.6 Time of Essence. Time is of the essence of this Lease and each of its provisions.

29.7 Partial Invalidity. If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

29.8 Landlord Exculpation. It is expressly understood and agreed that notwithstanding anything in this Lease to the contrary, and notwithstanding any applicable law to the contrary, the liability of Landlord hereunder (including any successor landlord) and any recourse by Tenant against Landlord shall be limited solely and exclusively to the interest of Landlord in the Building, and neither Landlord, nor any of its constituent partners, members, shareholders, officers, directors or employees shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant.

29.9 Entire Agreement. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease contains all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and there are no implied covenants with respect to this Lease, including, without limitation, the implied covenant of good faith and fair dealing. None of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto. Any deletion of language from this Lease prior to its execution by Landlord and Tenant shall not be construed to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse of the deleted language. The parties hereto acknowledge and agree that each has participated in the negotiation and drafting of this Lease; therefore, in the event of an ambiguity in, or dispute regarding the interpretation of, this Lease, the interpretation of this Lease shall not be resolved by any rule of interpretation providing for interpretation against the party who caused the uncertainty to exist or against the draftsman.

29.10 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, so-called acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease, (collectively, the "Force Majeure"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

29.11 Notices. Any notice, demand or other communication given under the provisions of this Lease (collectively, "Notices") by either party to the other party shall be effective only if in writing and either: (a) personally served, (b) mailed by United States Postal Service registered or certified mail, return receipt requested, postage prepaid, or (c) sent by a nationally recognized courier service (e.g., Federal Express) for next-day delivery. Notices shall be directed to the parties at their respective addresses set forth in the Summary. In the event that a different address is furnished by either party to the other party in accordance with the procedures set forth in this Section 29.11, Notices shall thereafter be sent or delivered to the new address. Notices given in the foregoing

manner shall be deemed given (a) when actually received or refused by the party to whom sent if delivered by carrier or personally served or (b) if mailed, on the day of actual delivery or refusal as shown by the addressee's registered or certified mail receipt. For purposes of this Section 29.11, a "business day" is Monday through Friday, excluding holidays observed by the United States Postal Service.

29.12 Joint and Several Liability. If more than one person or entity executes this Lease as Tenant: (a) each of them is and shall be jointly and severally liable for the covenants, conditions, provisions and agreements of this Lease to be kept, observed and performed by Tenant; and (b) the act or signature of, or notice from or to, any one or more of them with respect to this Lease shall be binding upon each and all of the persons and entities executing this Lease as Tenant with the same force and effect as if each and all of them had so acted or signed, or given or received such notice.

29.13 Venue; Jury Waiver; Attorneys' Fees; Trial. Any litigation between Landlord and Tenant related to this Lease shall be in the State of Indiana. Landlord and Tenant agree that venue for any such litigation shall be proper in the Marion County District Court. If either party commences litigation against the other for the specific performance of this Lease, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, **the parties hereto agree to and hereby do waive any right to a trial by jury** and, in the event of any such commencement of litigation (including appeals), the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred, including any and all costs incurred in enforcing, perfecting and executing such judgment. Tenant hereby waives its right to plead any counterclaim unrelated to this Lease or Tenant's occupancy of the Premises, or to seek an offset, in any action or proceeding brought by Landlord against Tenant for non-payment of Rent or default hereunder. This shall not, however, be construed as a waiver of Tenant's right to assert any claim in a separate action brought by Tenant.

29.14 Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of Indiana, without reference to the conflicts of law provisions thereof.

29.15 Brokers. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only the real estate brokers or agents specified in Section 13 of the Summary (the "**Brokers**"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Each party agrees to indemnify and defend the other party against and hold the other party harmless for, from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent other than the Brokers.

29.16 Transportation Management. Tenant shall fully comply with all present or future programs intended to manage parking, transportation or traffic in and around the Real Property and in connection therewith, Tenant shall take responsible action for the transportation planning and management of all employees located at the Premises by working directly with Landlord, any governmental transportation management organization or any other transportation-related committees or entities.

29.17 Confidentiality. Tenant acknowledges that the content of this Lease and any related documents are confidential information. Tenant shall keep such confidential information strictly confidential and shall not disclose such confidential information to any person or entity other than Tenant's financial, legal, and space planning consultants.

29.18 Landlord Renovations. Tenant acknowledges that Landlord may, but shall not be obligated to (other than as specifically set forth herein or in the Work Letter), during the Lease Term renovate, improve, alter, or modify (collectively, the "**Renovations**") the Building, Premises, and/or Real Property, including without limitation the Parking Facilities, Common Areas, Systems and Equipment, roof, and structural portions of the same. Tenant hereby agrees that such Renovations and Landlord's actions in connection with such Renovations shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent. Landlord shall have no responsibility or for any reason be liable to Tenant for any direct or indirect injury to or interference with Tenant's business arising from the Renovations, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises or of Tenant's personal property or improvements

resulting from the Renovations or Landlord's actions in connection with such Renovations, or for any inconvenience or annoyance occasioned by such Renovations or Landlord's actions in connection with such Renovations.

29.19 [Landlord Controls the Build Out. The Initial Term of this Lease and the Rent (defined below) shall commence on the later of (the "Commencement Date"): (i) _____, 20__, or (ii) the date the Tenant Improvements in the Premises are Substantially Completed (or would have been Substantially Completed except for Tenant Delay)....The Premises will be delivered to Tenant on the Commencement Date; provided, that if the Tenant Improvements in the Premises are Substantially Completed prior to the date stated in Subparagraph (i), Tenant shall be permitted access to the Premises subject to all of the terms and conditions of this Lease other than the payment of Rent.] OR

[Tenant Controls the Build Out. The Initial Term of this Lease and the Rent (defined below) shall commence on the later of (the "Commencement Date"): (i) _____, 20__, or (ii) the date which is _____ (____) days after the Possession Date (as hereinafter defined)....Landlord will deliver possession of the Premises to Tenant promptly following the full execution and delivery of this Lease by Landlord and Tenant for the performance of the Tenant Improvements pursuant to Exhibit C (the date of such delivery being the "Possession Date"). If the Tenant Improvements in the Premises are Substantially Completed prior to the Commencement Date, Tenant shall be permitted access to the Premises subject to all of the terms and conditions of this Lease other than the payment of Rent.]

29.20 Financial Statements. Upon ten (10) days prior written request from Landlord (which Landlord may make at any time during the Term but no more often than once in any calendar year unless required in connection with a potential sale or financing of the Real Property), Tenant shall deliver to Landlord a current financial statement of Tenant and any guarantor of this Lease.

29.21 Excepted Rights. Landlord shall also have the right (but not the obligation) to temporarily close the Building if Landlord reasonably determines that there is an imminent danger of significant damage to the Building or of personal injury to Landlord's employees or the occupants of the Building. The circumstances under which Landlord may temporarily close the Building shall include, without limitations, electrical interruptions, hurricanes, terrorist activities and civil disturbances. A closure of the Building under such circumstances shall not constitute a constructive eviction nor entitle Tenant to an abatement or reduction of rent payable hereunder.

29.22 Rules and Regulations. Tenant agrees to observe and comply with the rules and regulations set forth in Exhibits E and G attached to this Lease. Any violation by Tenant of any of the rules and regulations, may be restrained; but whether or not so restrained, Tenant acknowledges and agrees that it shall be and remain liable for all damages, loss, costs and expense resulting from any violation by Tenant of any of said rules and regulations. Nothing in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce said rules and regulations, or the terms, covenants and conditions of any other leases against any other tenant or any other persons, provided that Landlord shall uniformly apply such rules and regulations and shall not discriminate against Tenant in the enforcement of any such rules and regulations. Landlord reserves the right to make and adopt, from time to time, such other reasonable rules and regulations and to amend, modify or rescind any then existing rules and regulations for the protection and welfare of the Real Property and its tenants and occupants, as Landlord may determine, and Tenant agrees to abide by all such rules and regulations. Tenants may be fined by Landlord, in an amount that is solely decided upon by Landlord for failure to abide by such rules and regulations, if the violation does not promptly stop after Landlord's written notice of the same to the violating tenant

29.23 Memorandum of Lease. Neither this Lease nor a short memorandum of lease may be recorded unless done so with the written consent of Landlord.

29.24 Patriot Act Compliance. Neither Tenant, nor any guarantor of this Lease ("Guarantor"), nor any of their respective officers, directors, shareholders, partners, members or affiliates (including the indirect holders of equity interests in Tenant or Guarantor) is or will be an entity or person: (i) that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order 13224 issued on September 24, 2001 ("EO13224"); (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/ofac/t11sdn.pdf>); (iii)

who commits, threatens to commit or supports “terrorism”, as that term is defined in EO13224; or (iv) who is otherwise affiliated with any entity or person listed above (any and all parties or persons described in clauses [i] - [iv] above are herein referred to as a “Prohibited Person”). Tenant covenants and agrees that neither Tenant, Guarantor, nor any of their respective officers, directors, shareholders, partners, members or any affiliates (including the indirect holders of equity interests in Tenant or Guarantor) will: (i) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person; or (ii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. Tenant further covenants and agrees to deliver (from time to time) to Landlord any such certification or other evidence as may be requested by Landlord in its sole and absolute discretion, confirming that: (i) neither Tenant, Guarantor, nor any of their respective officers, directors, shareholders, partners, members or affiliates (including the indirect holders of equity interests in Tenant or Guarantor) is a Prohibited Person; and (ii) neither Tenant, Guarantor, nor any of their respective officers, directors, shareholders, partners, members or affiliates (including the indirect holders of equity interests in Tenant or Guarantor) has engaged in any business, transaction or dealings with a Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person.

29.25 Guaranty. The Lease and Landlord’s obligations hereunder are expressly conditioned upon _____ executing and delivering to Landlord contemporaneously with execution of this Lease a Guaranty which shall be in the form and substance attached hereto as Exhibit D.

30. LENDER REQUIRED PROVISIONS

30.1 This Lease shall be subordinate at all times to the lien of any mortgages now or hereafter placed upon the Premises, Building and/or Project and land of which they are a part (a “Mortgage”) without the necessity of any further instrument or act on the part of Tenant to effectuate such subordination. Tenant further agrees to execute and deliver within ten (10) days of demand such further instrument evidencing such subordination and attornment as shall be reasonably required by any Mortgagee. If Landlord shall be or is alleged to be in default of any of its obligations owing to Tenant under this Lease, Tenant shall give to the holder (the “Mortgagee”) of any mortgage or deed of trust now or hereafter placed upon the Premises, Building and/or Project, notice by overnight mail of any such default that Tenant shall have served upon Landlord. Tenant shall not be entitled to exercise any right or remedy as there may be because of any default by Landlord without having given such notice to the Mortgagee. If Landlord shall fail to cure such default, the Mortgagee shall have forty-five (45) additional days within which to cure such default or such longer period as may be reasonably necessary to complete the cure provided Mortgagee is proceeding diligently to cure such default. Notwithstanding the foregoing, any Mortgagee may at any time subordinate its mortgage to this Lease, without Tenant’s consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such Mortgage without regard to their respective dates of execution and delivery, and in that event the Mortgagee shall have the same rights with respect to this Lease as though it had been executed prior to the execution and delivery of the Mortgage.

30.2 With respect to any assignment by Landlord of Landlord’s interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to any Mortgagee, Tenant agrees that the execution thereof by Landlord, and the acceptance thereof by the Mortgagee, shall never be deemed an assumption by such Mortgagee of any of the obligations of Landlord hereunder, unless such Mortgagee shall, by written notice sent to Tenant, specifically elect, or unless such Mortgagee shall foreclose the Mortgage and take possession of the Premises. Tenant, upon receipt of written notice from a Mortgagee that such Mortgagee is entitled to collect Rent hereunder may in good faith remit such Rent to Mortgagee without incurring liability to Landlord for the non-payment of such Rent. The provisions for attornment set forth in this Section 14(b) shall be self-operative and shall not require the execution of any further instrument. However, if Landlord reasonably requests a further instrument confirming such attornment, Tenant shall execute and deliver such instrument within ten (10) days after receipt of such request.

Landlord and Tenant have caused this Lease to be executed the date first above written.

"Landlord":

G&I IX MJW Lake Pointe III & IV LLC,
a Delaware limited liability company

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

By: _____
Name: _____
Title: _____

"Tenant":

a _____

By: _____
Name: _____
Title: _____

EXHIBIT A

LAKE POINTE CENTER IIIIV

OUTLINE OF FLOOR PLAN OF PREMISES

EXHIBIT B

LAKE POINTE CENTER [III OR IV]

DESCRIPTION OF REAL PROPERTY

LAKE POINTE CENTER [III or IV]
County of Marion,
State of Indiana.

EXHIBIT C

LAKE POINTE CENTER [III OR IV]

WORK LETTER [IF TENANT BUILD]

This Work Letter shall set forth the terms and conditions relating to the construction of tenant improvements within the Premises. This Work Letter is essentially organized chronologically and addresses the issues of the construction of the tenant improvements within the Premises, in sequence, as such issues will arise during the actual construction. All references in this Work Letter to Articles or Sections of "this Lease" shall mean the relevant portions of the Lease to which this Work Letter is attached as Exhibit C, and all references in this Work Letter to Sections of "this Work Letter" shall mean the relevant portions of this Work Letter.

SECTION 1

LANDLORD'S INITIAL CONSTRUCTION IN THE PREMISES

Landlord or its predecessor has constructed previous to the date of this Lease, the base, shell and core (i) of the Premises, and (ii) of the floor of the Building on which the Premises is located (collectively, the "**Base, Shell and Core**") and the Premises, previous to the date of this Lease, has been improved, in whole or in part, with various tenant improvements suitable for the use by previous occupants of the Premises (collectively "**Existing Improvements**"). Tenant has inspected and hereby approves the condition of the Premises, inclusive of the Base, Shell and Core, and Existing Improvements, and agrees that the Premises and the Base, Shell and Core, and Existing Improvements shall be delivered to Tenant in their current "as-is" condition. The renovations to the improvements in the Premises shall be designed and constructed pursuant to this Work Letter.

SECTION 2

IMPROVEMENTS

2.1 Improvement Allowance. Tenant shall be entitled to a one-time improvement allowance (the "**Improvement Allowance**") in the amount of _____ and 00/100 Dollars (\$_____), (based upon \$_____ per rentable square foot of the Premises) for the costs relating to the initial design and construction of the tenant improvements to be made by Tenant which are to be permanently affixed to the Premises (the "**Improvements**"). In no event shall Landlord be obligated to make disbursements pursuant to this Work Letter in a total amount which exceeds the Improvement Allowance and, except as provided below, in no event shall Tenant be entitled to any credit for any unused portion of the Improvement Allowance. In the event the cost of the Improvements exceeds the Improvement Allowance, such excess shall be borne exclusively by Tenant. Landlord makes no representation or warranty whatsoever as to the total cost of the Improvements and Tenant acknowledges that the total cost of the Improvements may exceed the Improvement Allowance. Any Improvement Allowance not utilized as provided herein within nine (9) months after the date of mutual execution of the Lease may be applied by Tenant to the payment of Base Rent and Additional Rent.

2.2 Disbursement of the Improvement Allowance. Except as otherwise set forth in this Work Letter, the Improvement Allowance shall be disbursed by Landlord as provided below for costs related to the construction of the Improvements and for the following items and costs (collectively, the "**Improvement Allowance Items**"): (i) payment of the fees of the "Architect" and the "Engineers," as those terms are defined in Section 3.1 of this Work Letter, and payment of the fees incurred by, and the cost of documents and materials supplied by, Landlord and Landlord's consultants in connection with the preparation and review of the "Construction Drawings," as that term is defined in Section 3.1 of this Work Letter; (ii) the cost of permits and construction supervision fees; (iii) the cost of any changes in the Base, Shell and Core, and Existing Improvements, as required by the Construction Drawings; (iv) the cost of any changes to the Construction Drawings or Improvements required by applicable building codes (the "**Code**"); and (v) the "Construction Oversight Fee", as that term is defined in

Section 3.5 of this Work Letter. Upon substantial completion of the construction of the Improvements, Landlord shall disburse the Improvement Allowance for Improvement Allowance Items for the benefit of Tenant as follows.

2.2.1 The Improvement Allowance shall be funded to Tenant or directly to Tenant's Contractor (at Landlord's option) within forty-five (45) days following completion of the Improvements and Landlord's receipt of Tenant's written draw request accompanied by the following documents: (a) final lien waivers from Tenant's Contractor and all Tenant's Contractors whose work is the subject of such draw request (subject only to the receipt of payment therefor), or unconditional final lien waivers from such contractors with respect to any work the non-payment for which will give rise to a statutory mechanic's lien under applicable Law, or if the waivers are conditioned on payment of the amount so waived, proof reasonable to Landlord that the proper amount has been received by the waiving party; (b) application for payment and sworn statement of Tenant's Contractor substantially in the form of AIA Document G702, or in the case of any work not performed by or under the Contractor, such other documentation (including, without limitation, copies of invoices, contracts and reasonable evidence of payment, including cancelled checks) reasonably substantiating the charges of the applicable vendors, contractors or design service providers; (c) a certification from Tenant's Architect substantially in the form of the Architect's Certificate for Payment which is set forth in AIA Document G702, Application and Certificate of Payment, for any work that is being performed within the scope of work detailed in the final plans and specifications; and (d) a certificate of occupancy, or its equivalent, from the City of Indianapolis, Indiana for the Improvements.

2.2.2 Over-Allowance Amount. Prior to any disbursement by Landlord of the Improvement Allowance, Tenant shall be responsible for the payment of an amount (the "**Over-Allowance Amount**") equal to the difference between (i) the total cost of construction of the Improvements (including the Improvement Allowance Items) and (ii) the amount of the Improvement Allowance. If there is an Over-Allowance Amount, then, with Tenant's initial request for payment of the Improvement Allowance by Landlord, Tenant shall provide Landlord with reasonable proof of payment to Tenant's Contractors (e.g., copies of invoices and canceled checks, but not invoices marked "paid" or "paid invoices") of the Over-Allowance Amount.

2.2.3 Other Terms. Landlord shall only be obligated to disburse the Improvement Allowance to the extent costs are incurred by Tenant for Improvement Allowance Items.

2.3 Standard Improvement Package. Landlord has established specifications (the "**Specifications**") for the Building-standard components to be used in the construction of the Improvements in the Premises (collectively, the "**Standard Improvement Package**"), which Specifications are available upon request. The quality of Improvements shall be equal to or of greater quality than the quality of the Specifications, provided that Landlord may, at Landlord's option, require the Improvements to comply with certain Specifications.

SECTION 3

CONSTRUCTION DRAWINGS

3.1 Selection of Architect/Construction Drawings. Tenant shall retain an architect/space planner reasonably approved by Landlord (the "**Architect**") to prepare the "Construction Drawings," as that term is defined in this Section 3.1. Tenant shall also retain the engineering consultants designated by Landlord (the "**Engineers**") to prepare all plans and engineering working drawings relating to the structural, mechanical, electrical, plumbing, HV AC and life-safety work of the Improvements. The plans and drawings to be prepared by Architect and the Engineers hereunder shall be known collectively as the "**Construction Drawings.**" All Construction Drawings shall comply with the drawing format and specifications as reasonably determined by Landlord and shall be subject to Landlord's reasonable approval. Tenant and Architect shall verify, in the field, the dimensions and conditions as shown on the relevant portions of the base building plans, and Tenant and Architect shall be solely responsible for the same, and Landlord shall have no responsibility in connection therewith. Landlord's review of the Construction Drawings as set forth in this Section 3, shall be for its sole purpose and shall not imply Landlord's review of the same, or obligate Landlord to review the same, for quality, design, Code compliance or other like matters. Accordingly, notwithstanding that any Construction Drawings are reviewed and/or approved by Landlord or its space planner, architect, engineers and consultants, and notwithstanding any advice or assistance which may be rendered to Tenant by Landlord or Landlord's space planner, architect,

engineers, and consultants, Landlord shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in the Construction Drawings.

3.2 Final Space Plan. Tenant and the Architect shall prepare the final space plan for Improvements in the Premises (collectively, the **"Final Space Plan"**), which Final Space Plan shall include a layout and designation of all offices, rooms and other partitioning, their intended use, and equipment to be contained therein, and shall deliver the Final Space Plan to Landlord for Landlord's prior written approval.

3.3 Final Working Drawings. Architect and the Engineers shall complete the architectural and engineering drawings and specifications for the Premises, and the final architectural working drawings and specifications in a form which is complete to allow Contractor to seek bids on the work and to obtain all applicable permits (collectively, the **"Final Working Drawings"**) and shall submit the same to Landlord for Landlord's prior written approval.

3.4 Permits. The Final Working Drawings shall be approved by Landlord (the **"Approved Working Drawings"**) prior to the commencement of the construction of the Improvements. Tenant shall cause the Architect to immediately submit the Approved Working Drawings to the appropriate municipal authorities for all applicable building permits necessary to allow "Contractor," as that term is defined in Section 4.1, below, to commence and fully complete the construction of the Improvements (the **"Permits"**). No changes, modifications or alterations in the Approved Working Drawings may be made without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

3.5 Construction Oversight Fee. Landlord shall charge a construction oversight fee (the **"Construction Oversight Fee"**) of one percent (1%) of the total hard costs of the Improvements, plus Landlord's out-of-pocket costs (if any).

SECTION 4

CONSTRUCTION OF THE IMPROVEMENTS

4.1 Contractor. A general contractor shall be retained by Tenant to construct the Improvements. Such general contractor (**"Contractor"**) shall be selected by Tenant and pre-approved by Landlord in writing, which approval shall not be unreasonably withheld, conditioned or delayed. The construction contract between the Contractor and Tenant shall include the following provisions: (i) a requirement of Contractor to furnish a statement, with each request for payments, setting forth the names of all parties to furnish materials and labor and the amounts estimated to become due to each party (**"Contractor's Statement"**), updated to show work completed and supplies furnished to date; (ii) a right to withhold the greater of ten percent (10%) of the value of the contract or one hundred fifty percent (150%) of the value of the Punch-List Items (as herein defined) as retention until all Punch-List Items are complete; (iii) that Punch-List work must be completed within thirty (30) days following the substantial completion date; (iv) that payments made thereunder will be subject to receipt of appropriate lien waivers, affidavits and inspection and approval of that stage of work by Tenant and Tenant's Architect; (vi) the Landlord's insurance requirements described in Section 4.4.3 below.

4.2 Tenant's Contractors. All subcontractors, laborers, materialmen, and suppliers used by Tenant (such subcontractors, laborers, materialmen, and suppliers, and the Contractor to be known collectively as (**"Tenant's Contractors"**)) must be approved in writing by Landlord, which approval shall not be unreasonably withheld or delayed. If Landlord does not approve any of Tenant's proposed subcontractors, laborers, materialmen or suppliers, Tenant shall submit other proposed subcontractors, laborers, materialmen or suppliers for Landlord's written approval. Notwithstanding the foregoing, the Tenant shall be required to utilize subcontractors designated by Landlord for any mechanical, electrical, plumbing, life-safety, sprinkler, structural and air- balancing work (provided the fees charged by such contractor shall be competitive with those charged by other similarly qualified and reputable contractors doing business in the vicinity of the Building).

4.3 Construction of Improvements by Contractor. Tenant shall independently retain, in accordance with Section 4.1 above, Contractor to construct the Improvements in accordance with the Approved Working Drawings. Tenant shall construct the Improvements and perform such repairs in conformance with any and all

applicable laws and pursuant to a valid building permit, issued by the appropriate governmental authorities, in a diligent, good and workmanlike manner, and in conformance with Landlord's construction rules and regulations set forth on Exhibit G, which construction rules and regulations may be reasonably amended by notice to Tenant.

4.4 NOTICE OF NON-LIABILITY. TENANT SHALL PROVIDE LANDLORD WITH WRITTEN NOTICE AT LEAST TEN (10) DAYS PRIOR TO THE COMMENCEMENT OF THE IMPROVEMENTS. PRIOR TO THE COMMENCEMENT OF THE IMPROVEMENTS, TENANT SHALL PROMINENTLY POST A WRITTEN NOTICE AT THE ENTRANCE TO THE PREMISES AND IN A CONSPICUOUS PLACE ADJACENT TO WHERE THE IMPROVEMENTS ARE BEING CONSTRUCTED. SUCH NOTICE SHALL BE SUBJECT TO THE APPROVAL OF LANDLORD. TENANT SHALL MAINTAIN SUCH NOTICES POSTED AT THE PREMISES THROUGHOUT THE COURSE OF THE IMPROVEMENTS. LANDLORD'S INTEREST IN THE REAL PROPERTY SHALL NOT BE SUBJECT TO ANY LIEN FOR THE IMPROVEMENTS.

4.5 Indemnification & Insurance.

4.5.1 Indemnity. Tenant's indemnity of Landlord as set forth in Section 10.1 of the Lease shall also apply with respect to any and all costs, losses, damages, injuries and liabilities related in any way to any act or omission of Tenant or Tenant's Contractors.

4.5.2 Requirements of Tenant's Contractors. Each of Tenant's Contractors shall guarantee to Tenant and for the benefit of Landlord that the portion of the Improvements for which it is responsible shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of completion thereof. All such warranties or guarantees as to materials or workmanship of or with respect to the Improvements shall be contained in the contract or subcontract and shall be written such that such guarantees or warranties shall inure to the benefit of both Landlord and Tenant, as their respective interests may appear, and can be directly enforced by either. Tenant covenants to give to Landlord an assignment or other assurances which may be necessary to effect such right of direct enforcement.

4.5.3 Insurance Requirements. All of Tenant's Contractors shall carry insurance, all with limits, in form and with companies as set forth on Exhibit F. Tenant shall also require the Architect and the Engineers to carry professional liability insurance or errors and omissions insurance. Such insurance shall be in amounts and shall include such extended coverage endorsements as may be reasonably required by Landlord. Certificates for all insurance carried pursuant to this Section 4.4.3 shall be delivered to Landlord before the commencement of construction of the Improvements and before the Contractor's equipment is moved onto the site. In the event that the Improvements are damaged by any cause during the course of the construction thereof, Tenant shall immediately repair the same at Tenant's sole cost and expense. Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of the Improvements and naming Landlord as a co-obligee.

4.6 Substantial Completion/Completion. When Tenant's Architect is of the opinion that the Work is substantially complete, Tenant shall so notify Landlord and Tenant shall (and not later than five [5] business days after the date of the notice to Landlord) inspect that portion of Premises and, furnish to its Contractor a written statement that the Improvements have been apparently completed in accordance with the Approved Working Drawings with the exception of certain specified and enumerated minor items, the lack of completion of which (and the work required for the completion of which) will not interfere with Tenant's ability to occupy and use the Premises for Tenant's normal business purposes (herein referred to as the "**Punch-List**" and such items contained on the Punch-List hereinafter referred to as the "**Punch-List Items**"). The date that the Premises are so substantially completed shall be the "**Substantial Completion Date.**" Tenant shall proceed diligently to cause the Improvements to be substantially completed on a timely basis. When the Improvements are substantially complete, the Tenant's Architect will prepare a Certificate of Substantial Completion which shall establish the date of substantial completion and shall establish responsibilities of the Tenant and Landlord for completing any Punch-List Items. Tenant will promptly furnish to Landlord the Punch-Lists and any revised Punch-Lists reflecting the completion of any prior Punch-List Items. Subject to the provisions of this Work Letter, the date that the Premises are completed, with all Punch-List Items addressed shall be the "**Completion Date.**"

SECTION 5

MISCELLANEOUS

5.1 Tenant's Representative. Tenant has designated [REDACTED] as its sole representative with respect to the matters set forth in this Work Letter, who shall have full authority and responsibility to act on behalf of the Tenant as required in this Work Letter.

5.2 Landlord's Representative. Landlord has designated [**Regina Hall**] as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of the Landlord as required in this Work Letter.

5.3 Time of the Essence in This Work Letter. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days.

WORK LETTER [IF LANDLORD BUILD]

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

1. Initial Improvements

- a. The design and construction of the improvements shown in the Final Plans defined below (the "**Initial Improvements**") shall be at the expense of Tenant except to the extent of the Improvement Allowance defined below.
- b. The cost of the Initial Improvements shall include all "hard" construction costs (e.g., materials, construction labor) and related "soft" costs (e.g., architectural fees, construction management fees). In connection with the services to be provided by Landlord hereunder, Landlord shall charge a construction management fee of five percent (5%) of the total cost of the Initial Improvements (the "**Construction Management Fee**"), plus Landlord's out-of-pocket costs (if any). The total amount of the hard and soft construction costs and the Construction Management Fee is referred to herein as the "**Improvement Costs.**"
- c. "Improvement Allowance" shall mean an allowance of \$ [REDACTED] per rentable square foot of the Premises (for a total not to exceed \$ [REDACTED]), to be provided by Landlord as set forth in Section 5 below.
- d. The base, shell and core (i) of the Premises and (ii) the Building have been constructed previous to the date of this Work Letter (collectively, the "**Base, Shell and Core**"). In addition, the Premises has been improved with various tenant improvements suitable for the use by previous occupants of the Premises (collectively, the "**Existing Improvements**"). Except for the performance of the Initial Improvements, Tenant shall accept possession of the Premises in an "as is, where is" condition, without any representation, warranty, agreement, credit or allowance being given from Landlord with respect to the condition or improvement thereof and Landlord shall have no responsibility or obligation to perform any work with respect to the Base, Shell and Core or with respect to the Existing Improvements. Tenant has had sufficient opportunity to investigate and inspect the physical condition of the Premises.

2. Final Plans and Specifications.

- a. **Tenant's Information.** Within ten (10) days after the date of mutual execution of the Lease, Tenant shall submit to Landlord (i) the name of a representative of Tenant who has been designated as the person responsible for receiving all information from and delivering all information to Landlord relating to the construction of the Initial Improvements, and (ii) all information necessary for the preparation of complete, detailed architectural, mechanical, electrical and plumbing drawings and specifications for construction of the Initial Improvements in the Premises, including without limitation Tenant's partition and furniture layout, reflected ceiling, telephone and electrical outlets and equipment rooms, initial provider(s) of telecommunications services, doors (including hardware and keying schedule), glass partitions, windows, critical dimensions, imposed loads on structure, millwork, finish schedules, security devices, if any, which Tenant desires or Landlord requires to have integrated with other Building safety systems, and HVAC and electrical requirements (including Tenant's connected electrical loads and the National Electrical Code (NFPA-70) Design Load Calculations), together

with all supporting information and delivery schedules (“**Tenant’s Information**”).

- b. **Tenant Plans.** Following Landlord’s execution of the Lease and receipt of Tenant’s Information, Landlord shall cause its architect and engineers to prepare and submit to Tenant all finished and detailed architectural drawings and specifications, including mechanical, electrical and plumbing drawings (the “**Tenant Plans**”). In addition, Landlord shall advise Tenant of the number of days of Tenant Delay (as defined below) attributable to extraordinary requirements (if any) contained in Tenant’s Information. Landlord (or its designated representative) reserves the right to designate the location(s) of all of Tenant’s mechanical, electrical or other equipment and the manner in which such equipment will be connected to Building systems.
- c. **Final Plans.** Within three (3) business days after receipt, Tenant shall (i) approve and return the Tenant Plans to Landlord, or (ii) provide Landlord Tenant’s written requested changes to the Tenant Plans, in which event Landlord shall have the Tenant Plans revised (as Landlord deems appropriate) and resubmitted to Tenant for approval. The process shall continue until Tenant has approved the Tenant Plans or the Tenant Plans are deemed approved as set forth below. If Tenant fails to request changes within such three (3) business day period, Tenant shall be deemed to have approved the Tenant Plans. Upon Tenant’s approval, the Tenant Plans shall become the “**Final Plans**”.

3. **Construction of Initial Improvements**

- a. Upon the full execution of the Lease and the approval by both parties of the Final Plans, Landlord shall proceed to construct the Initial Improvements in accordance with the Final Plans.
- b. If Tenant desires to change the Final Plans, Tenant shall, at its expense, provide to Landlord plans and specifications for such change(s). All such plans and specifications shall be subject to Landlord’s written approval, which will not be unreasonably withheld.
- c. If Tenant requests Landlord to perform additional work to the Premises outside the scope of the Final Plans, then such work may, in Landlord’s reasonable discretion, be performed by Landlord at Tenant’s expense. Prior to commencing any such work requested by Tenant, Landlord will submit to Tenant written estimates of the cost of any such work. If Tenant fails to approve any such estimate within ten (10) days, then the same shall be deemed disapproved in all respects by Tenant, and Landlord shall not be authorized to proceed thereon.
- d. If Tenant fails to supply to Landlord any of the above-specified information within the time frame specified, then Landlord may, at its option, declare an Event of Default under the Lease (following any applicable cure period under Section 19.1 of the Lease) and exercise any of Landlord’s remedies for an Event of Default thereunder, including terminating the Lease. If Landlord so terminates the Agreement, Tenant shall pay Landlord for all costs and expenses incurred by Landlord in refurbishing the Premises for Tenant within ten (10) days after Tenant’s receipt of Landlord’s invoice for same.
- e. Landlord shall not be responsible for any defect of any nature in the Initial Improvements. Landlord makes no warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, in connection with the Initial Improvements. Tenant shall have no remedy for incidental or consequential damages for lost profits, injury to person or property, or any other incidental or consequential loss available to Tenant.
- f. Prior to and during construction of the Initial Improvements, Tenant’s architects, vendors, and other duly authorized agents shall have the right to enter the Premises for purposes of

inspection, making measurements, and installing system furniture (after any floor covering that is part of the Initial Improvements has been installed), phone equipment, and telecommunications cabling, provided each such agent presents Landlord with a Landlord-approved certificate of insurance naming Landlord as an Additional Insured substantially in accordance with the insurance requirements set forth on Exhibit F.

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

4. **Selection of Contractor.** Landlord, acting in its sole and absolute discretion with input from Tenant, shall have the right to select the contractor for the Initial Improvements. The Construction Rules and Regulations for the Building are set forth on Exhibit G and must be followed by all parties.

5. **Improvement Allowance.** Landlord shall contribute the Improvement Allowance towards the Improvement Costs in accordance with the terms of this Section. All Improvement Costs incurred by Landlord shall be deducted from the Improvement Allowance, and applied by Landlord to pay the Improvement Costs, as such costs are incurred. Any unused portion of the Improvement Allowance shall be retained by Landlord. In the event the Improvement Costs exceed the amount of the Improvement Allowance, Tenant shall pay to Landlord such excess amount (“**Tenant’s Share of the Improvement Costs**”) within ten (10) days after Tenant’s receipt of Landlord’s invoice for same. In no event shall Landlord be obligated to expend more than the Improvement Allowance. Tenant’s Share of the Improvement Costs shall be deemed Additional Rent under the Lease. Landlord may, at any time, reasonably estimate Tenant’s Share of the Improvement Costs in advance, in which case, Tenant shall deposit such estimated amount with Landlord within ten (10) days after requested by Landlord. If such estimated amount exceeds the actual amount of Tenant’s Share of the Improvement Costs, Tenant shall receive a refund of the difference, and if the actual amount shall exceed the estimated amount, Tenant shall pay the difference to Landlord within ten (10) days after requested by Landlord.

6. **Tenant Delay.** The Lease Commencement Date under the Lease shall be accelerated on a day-for-day basis for each day that Substantial Completion of the Initial Improvements is delayed by any of the following (each, a “**Tenant Delay**”):

- a. Tenant's failure to respond, within reasonable time periods prescribed by Landlord, to a request for information necessary for the completion of the Tenant Plans or the Final Plans; or
- b. Tenant's failure to pay the Security Deposit, if any, or any other sum, as required in the Lease; or
- c. Changes by Tenant to the Final Plans; or
- d. Any upgrades or other non-Building Standard items, or items not customarily provided by Landlord, to the extent that the same involve lead times, installation times, delays or difficulties in obtaining building permits, requirements for any governmental approval, permit or action beyond the issuance of normal building permits, or other delays not typically encountered in connection with Landlord's standard improvements; or
- e. Any interference by Tenant with the construction of the Initial Improvements; or
- f. Changes which must be made in the Final Plans because they do not comply with applicable Laws; or
- g. Changes to the base, shell or core of the Building required by the Final Plans; or
- h. Tenant's failure to act in good faith with respect to the construction of the Initial Improvements; or
- i. Any other cause defined under the Lease or this Work Letter as a Tenant Delay.

For example, if Substantial Completion of the Initial Improvements actually occurs on January 16 of a given year, but there were fifteen (15) days of Tenant Delay, then Substantial Completion of the Initial Improvements will be deemed to have occurred on January 1 of such year.

WORK LETTER [IF LANDLORD TURNKEY]

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

1. **Condition of Premises.** Except as expressly provided in this Work Letter, Tenant agrees to accept the Premises in its present condition, "AS IS," with no obligation for Landlord to do or pay for any improvements; and Tenant shall be responsible at its expense for all other work necessary to prepare the Premises for occupancy.

2. **Tenant Improvements.** Landlord shall, at its expense, construct or install such improvements in the Premises pursuant to the plans and specifications attached as Exhibit C-1 ("**Initial Improvements**") which have been approved by Landlord and Tenant. Unless otherwise agreed and if applicable, the Initial Improvements shall use Building standard materials (or comparable substitute materials designated by Landlord) in amount, type and quality; and Tenant shall promptly make any necessary selections.

Any work performed by or on behalf of Tenant prior to the Lease Commencement Date in addition to the Initial Improvements ("**Additional Work**") shall be subject to Landlord's prior written consent and shall be constructed by or on behalf of Tenant, at Tenant's expense, pursuant to Paragraph 6 of this Work Letter in a manner that does not interfere with the Initial Improvements and other work in the Building. Following the Lease Commencement Date, any work performed by or on behalf of Tenant shall be constructed pursuant to Article 8 of the Lease.

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

4. **Tenant Delay.** The Lease Commencement Date under the Lease shall be accelerated on a day-for-day basis for each day that substantial completion of the Initial Improvements is delayed by any of the following (each, a "**Tenant Delay**"):

a. Tenant's failure to timely make any selections, provide any approvals, or to make any payments required under this Work Letter in connection with the Initial Improvements; or

b. Tenant's failure to pay the Security Deposit, if any, or any other sum, as required in the Lease; or

c. Any upgrades or other non-Building Standard items, or items not customarily provided by Landlord, to the extent that the same involve lead times, installation times, delays or difficulties in obtaining building permits, requirements for any governmental approval, permit or action beyond the issuance of normal building permits, or other delays not typically encountered in connection with Landlord's standard improvements; or

d. A breach by Tenant of the terms of this Work Letter or the Lease; or

e. Tenant's changes in the Initial Improvements or in any plans relating thereto (notwithstanding Landlord's approval of any such changes); or

f. Changes which must be made in the Initial Improvements or in any plans relating thereto because they do not comply with applicable Laws; or

g. Changes to the base, shell or core of the Building required by the Initial Improvements; or

f. The performance of any Additional Work in the Premises, or any other act or omission, by Tenant or its contractors, employees or agents;

For example, if substantial completion of the Initial Improvements actually occurs on January 16 of a given year, but there were fifteen (15) days of Tenant Delay, then substantial completion of the Initial Improvements will be deemed to have occurred on January 1 of such year.

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

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

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

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

EXHIBIT D

LAKE POINTE CENTER [III OR IV]

INITIAL IMPROVEMENTS

EXHIBIT D

LAKE POINTE CENTER [III OR IV]

GUARANTY

FOR VALUE RECEIVED, and in consideration of, and as an inducement for the execution and delivery of that certain Lease dated _____, 20____, between **G&I IX MJW Lake Pointe III & IV LLC** ("Landlord") and _____ ("Tenant") covering Suite ____ ("Leased Premises") in the building situated at 8470 Allison Pointe Blvd., Indianapolis, Indiana 46250; the undersigned _____, jointly and severally, (collectively the "Guarantor") hereby, on behalf of themselves and their successors and assigns, guarantee to Landlord, its successors and assigns, the full and prompt payment of the rent and all other sums and charges payable by Tenant, or its successors and assigns, under said Lease during the Term of the Lease, and further hereby guarantee the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by Tenant, or its successors and assigns during the Term of the Lease; and Guarantor hereby covenants and agrees to and with Landlord, or its successors and assigns, that if default shall at any time be made by Tenant, or its successors and assigns, in the payment of any such rent and any and all other sums and charges payable by Tenant, or its successors and assigns, under said Lease, or if Tenant should default in the performance and observance of any of the covenants, terms, conditions or agreements contained in said Lease, Guarantor will forthwith pay upon demand such rent and other sums and charges, and any arrears thereof, to Landlord, its successors and assigns, and will forthwith faithfully perform and fulfill upon demand all of such terms, covenants, conditions and agreements, and will forthwith pay to Landlord all damages, costs and expenses that may arise in consequence of any default by Tenant, or its successors and assigns, under said Lease, including without limitation, all reasonable attorneys' fees and disbursements incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty. The following additional terms, covenants and conditions apply to this Guaranty:

1. **Independent Obligations.** This Guaranty is an absolute, primary, irrevocable and unconditional guaranty of payment and of performance. Guarantor's obligations are independent of and not subject to defenses, counterclaims, set-offs or cross claims. This Guaranty shall be enforceable against Guarantor without the necessity of any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, or its successors and assigns. The validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by Landlord against Tenant, or Tenant's successors and assigns, any of the rights or remedies reserved to Landlord pursuant to the provisions of the said Lease. The liability of Guarantor is coextensive with that of Tenant and any action may be brought against Guarantor and carried to final judgment with or without making Tenant a party thereto.

2. **Waiver of Defenses.** This Guaranty is enforceable without the necessity of any notice of nonpayment, nonperformance or nonobservance of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives. This Guaranty shall not be affected, and the liability of Guarantor shall not be extinguished or diminished by (a) the release or discharge of Tenant in any creditors' proceedings, receivership, bankruptcy or other proceedings; (b) the impairment, limitation, release or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's said liability under the Lease, resulting from the operation of any present or future provision of the United States Bankruptcy Code or other statute or from the decision in any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) Landlord's receipt, application or release of security given for the performance and observation of the covenants and conditions in the Lease to be performed or observed by Tenant or its successors and assigns or (e) the maintenance of or execution upon any lien which Landlord may have or assert against Tenant and/or Tenant's assets.

3. **Payment and Performance Guaranty.** This Guaranty is of payment and not of collection; it is one of active performance and not one of suretyship for damages or otherwise. This Guaranty shall be a continuing guaranty and the liability of Guarantor shall in no way be affected, modified or diminished by reason of any sublease, amendment, renewal, supplement, modification, extension or holding over of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, or conditions of said Lease, or by reason of any

extension of time that may be granted by Landlord to Tenant, or its successors or assigns or a changed or different use of the Leased Premises consented to in writing by Landlord or by reason of any dealings or transactions or matters or things occurring between Landlord and Tenant, or its successors or assigns, whether or not notice thereof is given to Guarantor or by the holding over of Tenant, or its successors or assigns. Neither an assignment of the Lease nor Landlord's consent to any assignment or successive assignments by Tenant and Tenant's assigns of the Lease, made either with or without notice to Guarantor, shall release Guarantor from any liability as Guarantor. Similarly, the assignment by Landlord of the Lease and/or the avails and proceeds thereof made either with or without notice to Guarantor shall in no manner whatsoever release Guarantor from any liability as Guarantor.

4. **Delay; Cumulative Remedies.** All of Landlord's rights and remedies under the said Lease or under this Guaranty are intended to be distinct, separate and cumulative, and no such right and remedy therein mentioned is intended to be in exclusion of or a waiver of any of the others. No delay or failure by Landlord to exercise any right or remedy against Tenant or Guarantor will be construed as a waiver of that right or remedy.

5. **Waiver of Subrogation.** Until the obligations of Tenant under the Lease are fully paid and performed, Guarantor waives any and all rights of subrogation, reimbursement, exoneration, contribution or indemnification against Tenant by reason of any payments or acts of performance by Guarantor, in compliance with the obligations of Guarantor hereunder and Guarantor waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payment or acts of performance in compliance with the obligations of Guarantor hereunder. If, notwithstanding the foregoing provision, any amount shall be paid to Guarantor by Tenant, on account of Guarantor's obligations hereunder, such amount paid to Guarantor shall be held in trust for the benefit of Landlord and shall forthwith be paid to Landlord to be credited and applied to Tenant's obligations under the Lease. In addition, until all the covenants and conditions in said Lease on Tenant's part to be performed and observed are fully performed and observed, Guarantor subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under said Lease. Guarantor shall not collect sums due under any stock, debt, right or claim or commence any proceedings to so collect in respect of Tenant until all of Tenant's indebtedness is paid in full to Landlord.

6. **Miscellaneous.**

(a) All duties and obligations of the undersigned pursuant to this Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of the undersigned and this Guaranty shall inure to the benefit of Landlord and its successors and assigns.

(b) If the undersigned consists of more than one person, then each person shall be jointly and severally liable for the obligations of the undersigned under this Guaranty.

(c) Without regard to the principles of conflicts of laws, this Guaranty shall be governed by and construed in accordance with the laws of the state in which the Leased Premises is located. The invalidity or unenforceability of any one or more provisions of this Guaranty will not affect any other provision.

(d) Guarantor hereby submits itself to the jurisdiction of the courts of the state in which the Leased Premises is located, and hereby irrevocably appoints Tenant, or if Tenant is more than one person then any one of them, the manager, assistant manager and any acting manager of the facility being operated at any time during the Term at the Premises and, if Tenant is a corporation, trustee or partnership, all persons of Tenant upon whom service of process may be served for service upon Tenant as its agents for the service of process in any action against Guarantor arising out of this Guaranty. Pursuant to such service, suit may be brought against Guarantor in the county and state in which the Leased Premises are located. This provision does not affect any right to serve process upon Guarantor in any other manner permitted by law.

(e) Guarantor hereby waives its right to trial by jury.

(f) Within ten (10) days after written request therefor from Landlord, Guarantor shall deliver to Landlord, or its designee, an estoppel letter from Guarantor confirming that this Guaranty remains in full force and effect, in accordance with its terms and ratifying Guarantor's obligations hereunder.

(g) In connection with this Guaranty, Landlord is hereby authorized to make any investigation of Guarantor's financial and credit record through any investigative or credit agencies or bureaus of Landlord's choice.

Executed by the undersigned to be effective as of the date of execution of the Lease.

GUARANTOR:

Name: _____
Date: _____
Address: _____

EXHIBIT E

LAKE POINTE CENTER IIIIV

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, or for any immoral or unlawful purpose.

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 a seeing eye dog for a blind person), 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 the necessary permits and 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 Real Property. **THE USE OF ILICIT DRUGS IS PROHIBITED** anywhere on the Real Property, 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 to tenants for exclusive use by management in servicing the Building.

26. No electric heaters or electric fans are allowed on the Premises with the prior written consent of Landlord.

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

EXHIBIT F

LAKE POINTE CENTER [III ORIV]

VENDOR INSURANCE REQUIREMENTS

Prior to commencement of any construction at the Premises, Tenant's contractors shall procure and maintain the insurance described below covering Tenant, Tenant's contractors, Landlord, Landlord's property manager and any other parties designated by Landlord from time to time, as their interests may appear, against claims, damages or losses which may arise out of, in connection with or result from the construction, with no deductible. The insurance policies shall be on an occurrence basis and shall be effective from the start of construction and maintained during construction and with respect to products and completed operations for two (2) years after final payments have been made under the construction contract. Prior to commencement of construction, Tenant agrees to provide and to require the contractor engaged in the construction to provide to Landlord, certificates evidencing the existence of, the foregoing described insurance with the following coverages:

28. Workmen's Compensation and Employer's Liability Insurance:
 - a. Indiana: Statutory limits
 - b. Employer's Liability: \$1,000,000 per each accident or illness.
29. Commercial General Liability Insurance, including as minimum coverages:
 - Premises - Operations Liability
 - Independent Contractor's Protective Liability
 - Products and Completed Operations Liability
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability Coverage
 - Personal Injury
 - a. Special Requirements:
 - (i) Property Damage Liability Insurance will provide "X, C, and U" (explosion, collapse and underground hazard) coverage as applicable.
 - (ii) Products and Completed Operations to be maintained for two (2) years after final payment.
 - b. Limits of Liability. A combined single limit of \$2,000,000 in the aggregate and per occurrence combined single limit for bodily injury or property damage claims.
30. Commercial Automobile Liability Insurance:
 - a. Special requirements: all owned, hired, and non-owned vehicles including the loading or unloading thereof.
 - b. Limits of Liability: Bodily Injury and Property Damage: \$1,000,000 in the aggregate and per accident combined single limit.
31. Property Insurance: Tenant shall maintain insurance on an "all risk" basis for the completed value of the to-be constructed improvements during the course of construction through either the Tenant's property insurance program or a Builders Risk insurance policy obtained by either Tenant or Tenant's Contractor.

32. Umbrella Liability Insurance: \$10,000,000 in the aggregate and per occurrence.
33. Contractors Equipment and Materials Installation Floater:
- a. Contractor shall maintain insurance for amounts at risk for its equipment, materials and supplies.
 - b. Any insurance maintained hereunder shall waive all rights of subrogation as respects the "Additional Insureds".
34. Pollution Liability Insurance: Tenant's contractors that present pollution exposure (i.e., hydraulic elevators, environmental contracts, construction projects where asbestos, lead paint, etc. is present) shall maintain a separate pollution liability policy with minimum limits of \$5,000,000 in the aggregate and per occurrence. "Claims made" coverage is acceptable with 3-year extended reporting and coverage.

Each insurance policy and any certificate furnished in lieu of a policy shall state that it will not be cancelled, reduced or materially changed without thirty (30) days prior written notice to Tenant and Landlord. If the "Additional Insureds" have other insurance which is applicable to the loss, it shall be on an excess or contingent basis. The amount of any insurance company's liability under the policies specified herein shall not be reduced by the existence of such other insurance. Contractor's certificates shall be in duplicate and on standard Accord forms. All insurance policies shall be issued by insurance companies rated "A- VIII" or higher in Best's Insurance Guide (latest edition in effect as of the date hereof and subsequently in effect as of the date of renewal of the required policies). All insurance policies shall be issued as primary and noncontributory policies as such policies apply to Landlord.

The Tenant shall waive and shall require Contractor engaged in the construction of the Improvements to waive all rights of recovery or subrogation on behalf of their insurers for bodily injury or property damage claims or loss or damage to the Improvements or the Premises which arise from the construction as respects Landlord, its agents, beneficiaries or employees.

EXHIBIT G

LAKE POINTE CENTER [III or IV]

CONSTRUCTION RULES

I. General

A. All General Contractors and Sub-Contractors are hereinafter referred to as "Contractors". Contractors working in or about the property must have prior written approval from Property Manager before any type of work may commence.

B. All referenced material, labor, services or construction and/or other referenced processes performed by contractor, shall be hereinafter referred to as "work".

C. All contractors must be licensed and have working experience in commercial properties. Written documentation/certification and previous job references may be required prior to the commencement of any type of work. Bonding may be required at Property Manager's request.

D. Permits must be obtained from the City of Indianapolis prior to the commencement of work. This includes general construction as well as low voltage security or Telecom wiring.

E. All contractors shall keep the premises and improvements free and clear of all liens arising out of or claimed by reason of any work performed, materials furnished or obligations incurred.

F. It is imperative that all of contractors' personnel maintain good conduct while they are on the property and that they are properly dressed for the environment they are working and the job being done.

G. Approval of the drawings, details, schedules, etc., by the Property Manager shall not relieve the contractor from the responsibility for compliance with local, county, state or federal laws, rules, ordinances, or rules and regulations of commissions, boards or other authorities with jurisdiction.

II. Hours

A. Hours in which the work will commence and end each day must be approved by Property Manager prior to the commencement of the project. No variation to the agreed upon hours will be permitted unless authorization is obtained from Property Manager. Building business hours are 7:00 a.m. - 6:00 p.m., Monday through Friday and 7:00 a.m. - 1:00 p.m. on Saturdays.

B. Noisy work must be completed prior to 8:00 a.m. or after 6:00 p.m.

C. Hours will further be limited by the contractor's rules and regulations as stated herein. Use of the building freight elevators (if any) will be according to building hours.

D. Property Manager must be notified of all "after-hours" work at least twenty-four (24) hours in advance.

III. Elevators

A. Tenant shall provide Landlord with a minimum of 24 hours' notice of any large delivery via Work Order Request in order for Maintenance to place blanket protection on the elevator walls. The failure to adhere to this policy will cause the violator to be fined in amount sufficient to cover any and all damage, as decided solely by the Landlord, but in no event less than \$150.00.

B. Items being delivered in the elevators cannot exceed the posted limit of 2500 pounds.

C. Failure to adhere to the rules and policy listed herein will cause the violator to be fined in amount sufficient to cover any and all damages, as decided solely by the Landlord, but in no event less than \$150.00.

IV. Noise/Odor Restrictions

A. Since work will occur while other businesses in the building are operating, noise and odors are major considerations. Therefore, excessive noises or odors that may disturb tenants will force us to halt work temporarily. If a specific task, such as core drilling, involves making disruptive noises or carpet glue and painting causes excessive odors, it will be necessary for the contractor to make arrangements for these tasks to be done between 6:00 p.m. and 8:00 a.m. on weekdays and/or during weekends.

B. It is the responsibility of the contractor to instruct all construction personnel that noise and odors will be minimized at all times.

C. Acceptable noise level shall be determined solely by the Property Manager. Radios shall not be allowed at any time.

V. Damage to Property

A. It is the contractor's responsibility to assure that no damage is done to the property by its employees or agents acting on behalf of the contractor.

B. The contractor shall assume the financial responsibility for repairing any damage to the property, resulting directly or indirectly from the acts of its employees, sub-contractors, or vendors.

C. It will be the option of Property Manager to stop work, should excessive damage to the property occur.

VI. Parking

A. Contractor can unload material and equipment at the west side of the building adjacent to the dumpster area. Contractors are permitted to park for 20 minutes for unloading purposes only. All other times they must park in the spaces provided near the unloading area.

VII. Trash

A. It is the responsibility of the contractor to provide refuse disposal container(s) at its own expense. The containers will be placed in a location designated by Property Manager and must meet Agent's standard regarding to safety and aesthetics. It will be the responsibility of the contractor to keep the area around the container(s) neat and orderly. It will be important to assure that a "trail" of debris is not left between the work area and the refuse container(s).

B. The work will be done in a neat and orderly manner. It will be the responsibility of the contractor to ensure that at all times public hallways, staircases, and freight elevators (if any) are kept clean, neat and in an acceptable manner for normal tenant use and to prevent fire hazards.

C. The contractor is required to frequently clean up and remove from the work area all refuse, rubbish, scrap materials and debris. Should Property Manager find it necessary to clean up after the contractor, whether it be in the work area or public areas of the property, all expenses related to the cleanup will be charged to the contractor.

D. The on-site building compactor and refuse containers are not to be utilized by a contractor without permission from the Agent. A fee will be assessed to the contractor for use of the containers, based on a proportion of the Property Manager's contract price.

VIII. Safety

A. Any and all safety equipment, such as barricades, rigging, fire extinguishers, first aid supplies, etc., will be provided by the contractor. It is the responsibility of the contractor to protect all individuals surrounding the work area. All liability shall be the responsibility of the contractor.

IX. Warranties/Guarantees

A. A warranty and/or guarantee on materials used and/or workmanship provided shall be submitted in writing to Property Manager. This includes manufacturers' warranties on material and equipment as well as any type of expressed or implied guaranty by contractor.

B. Manufacturers' warranties, which will be forwarded to Property Manager, shall include publications provided by manufacturer such as operation manuals, troubleshooting/maintenance guides and specifications/details.

X. Security

A. Locked storage of tools, material, or equipment shall be the contractor's responsibility.

XI. Intent and Interpretations

A. It is the intent of these Rules and Regulations to encompass all applicable labor, material, and equipment necessary to completely finish the work described by Property Manager in a workmanlike manner

B. Where the contractor wishes to make substitutions for items specifically called out on drawings, specifications, etc., contractor shall submit to Property Manager samples, technical data, performance data, etc., as required by Property Manager. Such material shall be submitted far enough in advance without causing a delay in the work. Any substitutions used without approval shall be subject to rejection and replacement at contractor's expense.

EXHIBIT H

LAKE POINTE CENTER [III or IV]

COMMENCEMENT DATE CERTIFICATE

REAL PROPERTY: [8470 or 8520] Allison Pointe Blvd., Indianapolis, Indiana 46250
PREMISES: Suite _____
LANDLORD: G&I IX MJW Lake Pointe III & IV LLC
LEASE DATED:
TENANT:

The undersigned Tenant under the lease described above (the "Lease") hereby certifies to Landlord that:

1. Tenant is the tenant under the Lease for space in the above-referenced Real Property demising approximately _____ rentable square feet of space (the "Premises").
2. Tenant has accepted possession of and is occupying the Premises pursuant to the Lease.
3. The Lease Commencement Date is _____. The Lease Term expires on _____.
4. Tenant has commenced payment of Rent or will commence payment of Rent on _____.
5. The Lease has not been assigned, sublet, modified, supplemented or amended in any way. Accordingly, the Lease constitutes the entire agreement between the parties and there are no other agreements between Landlord and Tenant concerning the Premises.
6. Tenant has no option or right of first refusal to purchase all or any portion of the Real Property.
7. The Lease is valid and in full force and effect and neither Landlord nor Tenant is in default thereunder. Tenant currently has no defense, setoff or counterclaim against Landlord arising out of the Lease or in any way relating thereto, or arising out of any other transaction between Tenant and Landlord, and no event has occurred and no condition exists, which with the giving of notice or the passage of time, or both, will constitute a default under the Lease.

TENANT:

By:

Its:

EXHIBIT I

LAKE POINTE CENTER [III or IV]

FORM TENANT ESTOPPEL CERTIFICATE

_____ (the **"Tenant"**) is the tenant under that certain lease dated _____, _____, together with all amendments to such lease, each of which is listed below (such lease, together with all amendments listed below, the **"Lease"**) with respect to Tenant's occupancy of approximately _____ square feet (the **"Leased Premises"**) of the property commonly known as _____, located in _____, _____ (the **"Property"**). Tenant has been informed that certain lenders (the **"Lenders"**) are contemplating making a loan (the **"Loan"**) to the owner of the Property (the **"Landlord"**), which Loan will be secured by, among other things, a first [insert type of security instrument] in respect of the Property and an assignment of leases and rents (collectively, the **"First Mortgage"**).

Tenant hereby certifies and represents to Canadian Imperial Bank of Commerce, acting through its New York Branch, as Administrative Agent to the Lenders (together with its successors and assigns in such capacity, the **"Administrative Agent"**) and to Landlord that, as of the date set forth by its signature below:

1. The Lease has not been amended, modified, or supplemented by any letter agreement or other written instrument, except as follows: _____.

2. The Lease is in full force and effect. Tenant is the holder of the lessee's interest under the Lease. The Lease constitutes the only agreement to which Tenant is a party, or for the benefit of Tenant, with respect to the Property. Tenant is in sole possession of the Leased Premises, and has not subleased any portion of the Leased Premises, except as follows: _____.

3. The term of the Lease commenced on _____. The current expiration date of the Lease is _____. Pursuant to the Lease, Tenant has remaining _____ options to extend the term of the Lease, each for _____ years.

4. The current monthly minimum rent due under the Lease is \$_____ per month. Tenant is currently obligated to pay said minimum rent, and has paid such minimum rent through and including the last day of the calendar month in which this Certificate is dated. Additionally (and without limiting the rights of Tenant under the Lease to challenge said amounts or the rights of Landlord under the Lease to adjust said amounts), Tenant currently pays, on a monthly basis, estimated amounts on account of the following expenses:

Taxes:	\$_____	Common Area Maintenance:	\$_____
Insurance:	\$_____	Operating Expenses:	\$_____

5. Tenant is not entitled to any future rent rebate, free rent, or other rental concession, except as follows: _____. Except as set forth in the Lease with respect to Tenant's rights upon certain casualty or condemnation events, or upon certain breaches of the Lease by Landlord, Tenant has no right to terminate the Lease prior to the expiration date noted in Paragraph 3 above except as follows [cite to specific provision of Lease or insert "NONE"]:

6. Tenant has accepted and taken possession of the Leased Premises. Tenant is open for business in the Leased Premises, and doing business therefrom with the public. The Landlord has performed all of its obligations under the Lease regarding the construction and delivery of the Leased Premises, and the payment of any allowances or other monies in connection therewith, except as follows: _____.

7. To the best of Tenant's knowledge, neither Landlord nor Tenant is in breach of, or in default under, the Lease, and Tenant knows of no event or condition which, with the passage of time or the giving of notice or both, would constitute such a breach or default by Tenant or Landlord under the Lease. Neither Tenant nor, to the best of Tenant's knowledge, Landlord has exercised any option to terminate the Lease, or taken any other action, or received any notice, with respect to the termination of the Lease.

8. The amount of the security deposit retained by Landlord under the Lease is \$_____. To Tenant's knowledge, no portion of the security deposit has been applied by Landlord against rents under the Lease.

9. Tenant has no option, or right of first refusal, or other preferential right, to purchase all or any part of the Property. Tenant has no option, or right of first refusal, or other preferential right, to lease space (other than the Leased Premises) at the Property, except as follows: _____.

10. There are no actions, whether voluntary or otherwise, pending against the Tenant and/or any guarantor of the Tenant's obligations under the Lease pursuant to the bankruptcy or insolvency laws of the United States or any state.

11. No commission or other payment is due any real estate broker by Tenant in connection with the leasing of the Leased Premises to Tenant, and to Tenant's knowledge there are no agreements, oral or written, under which any real estate broker is entitled to any future payment or commission by Tenant in connection with the leasing of the Leased Premises to Tenant.

12. Neither Tenant, nor, to Tenant's knowledge, Landlord, is in violation of any exclusive use, radius or non-competition clause in the Lease or in any other lease of any other portion of the Property.

Tenant acknowledges that Administrative Agent, in making the Loan, is relying upon the accuracy of the statements of Tenant in this Certificate. This Certificate shall be binding upon Tenant and its successors and assigns, and shall inure to the benefit of and be enforceable by Administrative Agent and its successors, assigns and designees (which successors and assigns shall be deemed to be included within the term "Administrative Agent" for purposes of this Certificate).

[Signature Page Follows]

IN WITNESS WHEREOF, Tenant has duly executed and delivered this Certificate as of the date set forth below.

Dated: _____, 201_ [Insert TENANT's legal name, as shown in Lease]

By: _____
Name:
Title:

[PLEASE INSERT DATE OF SIGNATURE - UNDATED ESTOPPELS ARE NOT ACCEPTED]

[IF LEASE IS GUARANTEED, GUARANTOR SHOULD SIGN FOLLOWING PAGE]

GUARANTOR'S RIDER TO TENANT ESTOPPEL CERTIFICATE

The undersigned ("**Guarantor**") certifies to Administrative Agent that it is guarantor of the Lease referenced in this Certificate pursuant to a Guaranty dated _____ (the "**Guaranty**"). Guarantor certifies that the Guaranty remains in full force and effect, and that Guarantor has no offsets or defenses or counterclaims with respect thereto. Guarantor further certifies that, to the best of its knowledge, each statement of Tenant set forth in this Certificate is true, correct and complete. Guarantor acknowledges that Administrative Agent, in making the Loan, is relying upon the accuracy of the statements of in this Certificate. This Certificate shall be binding upon Guarantor and its successors and assigns, and shall inure to the benefit of and be enforceable by Administrative Agent and its successors, assigns and designees, (which successors and assigns shall be deemed to be included within the term "Administrative Agent" for purposes of this Certificate).

Dated: _____, 201__

[Insert Guarantor's legal name, as shown in Guaranty]

By: _____

Name:

Title:

[PLEASE INSERT DATE OF SIGNATURE - UNDATED ESTOPPELS ARE NOT ACCEPTED]

EXHIBIT A

Copy of Lease and Amendments

EXHIBIT J

LAKE POINTE CENTER III

SNDA

HSBC BANK USA, NATIONAL ASSOCIATION, as agent

(Agent)

- and -

(Tenant)

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMEN T AGREEMENT**

Dated: _____, 2018

Location: **[8470 or 8520]** Allison Pointe Blvd.
Indianapolis, Indiana 46250

County: Marion County

PREPARED BY AND UPON
RECORDATION RETURN TO:

Riemer & Braunstein LLP
Times Square Tower
Seven Times Square,
New York, New York 10036
Attention: Erik F. Andersen, Esq.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

[SIGNATURE PAGE TO FOLLOW]

**THE UNDERSIGNED ACCEPTS AND AGREES TO
THE PROVISIONS OF SECTION 4 HEREOF:**

LANDLORD:

G&I IX MJW Lake Pointe III & IV LLC,
a Delaware limited liability company

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

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

AGENT:

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individuals, or the persons upon behalf of which the individual acted, executed the instrument.

Notary Public

TENANT:

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individuals, or the persons upon behalf of which the individual acted, executed the instrument.

Notary Public

LANDLORD:

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individuals, or the persons upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

County of Marion,
State of Indiana.