

THIRD AMENDMENT TO OFFICE LEASE

This Third Amendment to Office Lease (the "*Third Amendment*") is made and entered into effective as of AUGUST 8, 2017 ("*Effective Date*"), by and between LAKE POINTE TENANT, LLC, a Delaware limited liability company ("*Landlord*"), successor in interest to SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian corporation ("*Original Landlord*") and HIGHPOINT GLOBAL, LLC, an Indiana limited liability company ("*Tenant*").

RECITALS:

A. Pursuant to that certain Office Lease dated May 31, 2013 ("*Original Lease*"), as amended by that certain First Amendment to Lease dated July 23, 2013 ("*First Amendment*"), as amended by that certain Second Amendment to Lease dated November 5, 2013 ("*Second Amendment*"), each by and between Original Landlord and Tenant (collectively, the "*Lease*"), Tenant is currently leasing approximately 23,790 rentable square feet (the "*Current Premises*") comprised of Suites 102 and 120 containing approximately 5,222 rentable square feet (the "*Second Expansion Premises*"), Suite 210 containing approximately 3,350 rentable square feet (the "*First Expansion Premises*"), and Suite 305 containing approximately 15,218 rentable square feet (the "*Original Premises*") in that certain building known as Lake Pointe IV located at 8520 Allison Pointe Boulevard, Indianapolis, Indiana ("*Building*").

B. Landlord and Tenant desire to relocate and expand a portion of the Current Premises, extend the Term of the Lease and to further modify the Lease as set forth in this Third Amendment.

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

1. Recitals and Capitalized Terms. The foregoing recitals are true and correct and are incorporated herein by this reference. Unless otherwise expressly provided herein, capitalized terms used herein shall have the same meanings as designated in the Lease. All references herein to the Lease shall include this Third Amendment.

2. Part I – Cover Sheet. Effective as of the Effective Date, the following definitions set forth in Part I – Cover Sheet for Landlord, Tenant's Address, Manager, Manager's Address, and Public Liability Insurance Amount are deleted in their entirety and replaced with the following:

"Landlord: LAKE POINTE TENANT, LLC, a Delaware limited liability company

Landlord's Address: LAKE POINTE TENANT, LLC
c/o USAA Real Estate Company
9830 Colonnade Boulevard, Suite 600
San Antonio, Texas 78230-2239
Attention: Head of Office Asset Management
Attention: General Counsel

Tenant's Address: HIGHPOINT GLOBAL, LLC
300 N. Meridian Street, Suite 190
Indianapolis, IN 46204
Attn: Vice President, Program Operations

With a copy to:

HIGHPOINT GLOBAL, LLC
300 N. Meridian Street, Suite 190
Indianapolis, IN 46204
Chief Legal Officer

Manager: Jones Lange LaSalle Americas Inc.

Manager's Address: 8900 Keystone Crossing, Ste. 1150
Indianapolis, IN 46240

Attention: Property Manager – Lake Pointe Center III and IV”

3. Surrender of the First Expansion Premises. The Term as to the First Expansion Premises shall expire on the date that is 30 days after the Effective Date (“**First Expansion Premises Expiration Date**”). Effective as of the First Expansion Premises Expiration Date, the Current Premises is amended to remove the First Expansion Premises and Tenant hereby releases, remises and quitclaims the First Expansion Premises to Landlord, so that after the First Expansion Premises Expiration Date, Tenant shall not have or claim any right to the First Expansion Premises or any part thereof, except as expressly provided in **Paragraph 6**. Tenant shall pay all Rent due to and through the First Expansion Premises Expiration Date with respect to the First Expansion Premises and surrender to Landlord the First Expansion Premises on or before the First Expansion Premises Expiration Date in the manner and in the condition provided for in the Lease. Except as expressly provided in **Paragraph 6**, Tenant’s failure to satisfy its obligations to timely vacate and surrender the First Expansion Premises on or before the First Expansion Premises Expiration Date in accordance with this **Paragraph 3** shall constitute (a) a default (after giving effect to the applicable 30-day cure period set forth in Section 8.1(b) of the Lease) and (b) a holdover as provided in Section 11.13 of the Lease, subject to all the covenants and obligations of the Lease and at a holdover Base Rent rate provided in Section 11.13 with respect to the First Expansion Premises. Tenant shall not be required to remove any computer, telecommunications or other cabling, wiring and associated appurtenances (collectively, “**Cabling**”) installed in the First Expansion Premises and any Cabling remaining upon the First Expansion Premises shall be surrendered therewith as of the First Expansion Premises Commencement Date as the property of Landlord without disturbance, molestation or injury

4. Premises. Effective as of the day after the First Expansion Premises Expiration Date (“**Relocation Commencement Date**”), the Current Premises is amended to include Suites 300 and 307 (“**Relocation Premises**”) of the Building, as shown on Exhibit A attached hereto, and containing approximately 5,917 rentable square feet and 245 rentable square feet, respectively. From and after the Relocation Commencement Date, the “**Premises**” shall be comprised of the Current Premises, as amended by this Third Amendment to be comprised of the Original Premises, the Second Expansion Premises and the Relocation Premises containing approximately 27,139 rentable square feet, collectively, as shown on Exhibit A attached hereto. Following the Relocation Commencement Date, the third floor of the Building shall be referred to collectively as Suite 310.

5. Tenant’s Percentage. For the period commencing on the Relocation Commencement Date and ending on August 31, 2018, Tenant’s Percentage as set forth in the Second Amendment shall not change and shall continue to be 29.41%, notwithstanding the change in rentable square feet contained in the Premises as set forth in **Paragraph 4**. Effective as of September 1, 2018, Tenant’s Percentage is amended to be 33.55% (27,139 rentable square feet in the Premises divided by 80,900 rentable square feet in the Building).

6. Temporary Space. Landlord shall provide to Tenant use of a portion of the First Expansion Premises selected by Landlord ("**Temporary Space**") for the sole purpose of storing Tenant's furniture and equipment that is located in the First Expansion Premises as of the Effective Date ("**Existing Furniture and Equipment**") for the period commencing on the First Expansion Premises Expiration Date and expiring on the date that is 90 days after the Effective Date ("**Temporary Space Expiration Date**"). Tenant shall have the use of the Temporary Space in its "**AS IS**" condition. All terms of the Lease shall be deemed to apply to such Temporary Space, with the exception that (i) Base Rent for the Temporary Space shall be \$0.00; (ii) Tenant shall not make any Alterations to the Temporary Space, install any furniture or equipment in the Temporary Space, install any Cabling in the Temporary Space or in the Building to serve the Temporary Space, or store any furniture and equipment in the Temporary Space other than the Existing Furniture and Equipment without the consent of Landlord; (iii) Landlord and Landlord's Agents shall have the right to enter upon the Temporary Space prior to the Temporary Space Expiration Date in accordance with the terms of Section 1.1(c) of the Lease and, subject to the terms of Section 1.1(c), may enter for the additional purposes of showing the Temporary Space to prospective tenants at any time and for painting, cleaning, repairing or otherwise preparing the Temporary Space for occupancy; (iv) Landlord shall relocate Tenant's Existing Furniture and Equipment being stored in the Temporary Space to the Relocation Premises on or before the Temporary Space Expiration Date; and (v) Tenant shall vacate the Temporary Space on or before the Temporary Space Expiration Date. If Tenant fails to vacate the Temporary Space on or before the Temporary Space Expiration Date, then Tenant's continued occupancy of the Temporary Space shall be subject to the terms of, and Tenant shall pay to Landlord holdover Rent in the amount of \$31.13 per rentable square foot of the Temporary Space in accordance with, Section 11.13 of the Lease.

7. Extension of Term. Part I – Cover Sheet is amended to extend the Term of the Lease for a period of 59 months (the "**First Extended Term**"), commencing on September 1, 2018 (the "**First Extension Commencement Date**"), and ending on July 31, 2023 ("**Expiration Date**").

8. Base Rent for the First Extended Term. For the period commencing on the Relocation Commencement Date and ending on August 31, 2018, the Base Rent amounts set forth in the Second Amendment shall not change and shall continue to be due and payable in such amounts. Effective as of September 1, 2018, Part I – Cover Sheet is amended to add the following to the Base Rent schedule for the First Extended Term:

<u>"Months</u>	<u>Monthly Base Rent</u>	<u>Period Base Rent</u>
09/01/2018 – 12/31/2018*	\$46,927.85	\$187,711.42
01/01/2019 – 12/31/2019	\$46,927.85	\$563,134.20
01/01/2020 – 12/31/2020	\$48,058.65	\$576,703.80
01/01/2021 – 12/31/2021	\$49,189.44	\$590,273.28
01/01/2022 – 12/31/2022	\$50,320.23	\$603,842.76
01/01/2023 – 07/31/2023	\$51,451.02	\$360,157.14

*Provided that no default (after giving effect to all applicable grace and cure periods set forth in Section 8.1 of the Lease ("**Cure Periods**")) exists under the Lease, the Base Rent shall be abated for the period commencing September 1, 2018, and ending December 31, 2018 ("**Base Rent Abatement Period**"). All of the remaining terms and conditions of the Lease shall remain in full force and effect during the Base Rent Abatement Period. If any default exists after giving effect to all applicable Cure Periods and Landlord terminates the Lease, then, in addition to Landlord's other remedies available at law, in equity or under the Lease, any remaining Base Rent

Abatement Period shall immediately terminate, and Tenant shall immediately pay Landlord upon demand the unamortized portion of the previously abated Base Rent applicable to the First Extended Term.”

9. Base Year. Part II – Section 3.2(b)(i) is amended effective as of the first day of the First Extended Term to change the Base Year to calendar year 2018.

10. Base Year and Comparison Year Operating Expenses. Part II – Section 3.2(b)(v)-(vi) are deleted in their entirety and replaced with the following:

“(v) Base Year Operating Expenses. If the Building is less than 95% occupied, then all additional Operating Expenses that Landlord reasonably determines to vary in accordance with the occupancy level of the Building and that it would have paid or incurred during the Base Year shall be included in the Operating Expenses for the Base Year as if the Building had been 95% occupied. If the Building is 95% or more occupied, but less than 100% occupied, then all additional Operating Expenses that Landlord reasonably determines to vary in accordance with the occupancy level of the Building and that it would have paid or incurred during the Base Year shall be included in the Operating Expenses for the Base Year as if the Building had been 100% occupied.

(vi) Comparison Year Operating Expenses. If the Building is less than 95% occupied, then all additional Operating Expenses that Landlord reasonably determines to vary in accordance with the occupancy level of the Building and that it would have paid or incurred during any Comparison Year shall be included in the Operating Expenses for the such Comparison Year as if the Building had been 95% occupied. If the Building is 95% or more occupied but less than 100% occupied, then all additional Operating Expenses that Landlord reasonably determines to vary in accordance with the occupancy level of the Building and that it would have paid or incurred during any Comparison Year shall be included in the Operating Expenses for such Comparison Year as if the Building had been 100% occupied.”

11. Cap in Controllable Operating Expenses. Part II – Section 3.2 is amended to add the following at the end:

“(d) Cap in Controllable Operating Expenses, for purposes of determining Tenant's Share of Expenses, in no event shall Controllable Operating Expenses (as defined in this Section 3.2(d)) be deemed to have increased during any Comparison Year (or prorated portion thereof) following the Base Year by more than an amount equal to Controllable Operating Expenses for the Base Year increased by five percent (5%) per annum, compounded annually on a cumulative basis. For purposes of this Section 3.2(d), “Controllable Operating Expenses” shall mean all Operating Expenses other than taxes and assessments, insurance, utilities, costs of unionized janitorial and security services, snow removal, and costs resulting from changes in applicable laws, rules, regulations or ordinances.”

12. Assignment; Sublease. The third paragraph of Part II – Section 7.3 Assignment; Sublease is deleted in its entirety and replaced with the following:

“For purposes of this Lease, “*assignment*” shall mean:

(i) any transfer of Tenant's interest in this Lease by operation of law, unless an exception in clauses (ii)-(iv) of this Section 7.3 applies (“*Exception*”);

(ii) any merger or consolidation of Tenant with or into any other firm or corporate entity, whether in a single transaction or a series of transactions unless the requirements for the following Exception are met: (a) either (1) Tenant is the surviving entity in such transaction or (2) the direct or indirect owners of more than fifty percent (50%) of Tenant's voting interests (each an "**Owner**" and, collectively, "**Owners**") immediately prior to such transaction own or control, directly or indirectly, more than fifty percent (50%) of the surviving entity following such transaction; and (b) (1) the tangible net worth (computed in accordance with generally accepted accounting principles exclusive of intangible assets, including goodwill) of either Tenant or an Owner approved by Landlord (which approval shall not be unreasonably withheld, conditioned or delayed) (the "**Parent Entity**") after such transaction is at least equal to the tangible net worth of Tenant immediately prior to such transaction (or the first such transaction in the case of a series of transactions), and proof reasonably satisfactory to Landlord of such transaction and that the tangible net worth standards have been met shall have been delivered to Landlord at least 10 days prior to the effective date of any such transaction; and (2) if the Parent Entity satisfies the net worth requirement set forth in the foregoing clause (b)(1), then the Parent Entity must own or control, directly or indirectly, more than fifty percent (50%) of the surviving entity following such transaction and Tenant must also deliver to Landlord a guaranty of Tenant's payment and performance obligations under this Lease on Landlord's form (or a form reasonably acceptable to Landlord) executed and acknowledged by the Parent Entity ("**Guaranty**") at least 10 days prior to the effective date of any such transaction;

(iii) the transfer or sale of a controlling interest in Tenant, whether by sale of its capital stock or otherwise, unless the requirements for the following Exception are met: (a) such transfer or sale is to an entity more than fifty percent (50%) of which entity's voting interests are owned or controlled, directly or indirectly, by the Owners immediately prior to such transfer or sale; and (b)(1) the tangible net worth (computed in accordance with generally accepted accounting principles exclusive of intangible assets, including goodwill) of either Tenant or the Parent Entity after such transfer or sale is at least equal to the tangible net worth of Tenant immediately prior to such transfer or sale (or the first such transfer or sale in the case of a series of transfers or sales), and proof reasonably satisfactory to Landlord of such transfer or sale and that the tangible net worth standards have been met shall have been delivered to Landlord at least 10 days prior to the effective date of any such transfer or sale; and (2) if the Parent Entity satisfies the net worth requirement set forth in the foregoing clause (b)(1), then the Parent Entity must own or control, directly or indirectly, more than fifty percent (50%) of the Tenant's voting interests following such transfer or sale and Tenant must also deliver to Landlord a Guaranty at least 10 days prior to the effective date of any such transaction; or

(iv) any agreement by which Tenant agrees to enter into or execute any assignment or other transfer of the Lease at the direction of any other party, or assigns Tenant's rights in and to the income arising from any such assignment or transfer to another party, unless the requirements for the following Exception are met: (a) such agreement is with, and any such assignment or transfer is to, an entity more than fifty percent (50%) of which entity's voting interests are owned or controlled, directly or indirectly, by the Owners immediately prior to such agreement, assignment or transfer; (b) any assignee or transferee of Tenant's rights and interests under this Lease assumes all of Tenant's obligations under the Lease in writing, is not a governmental agency or entity and does not have use of the Premises that would cause Landlord to be in violation of any exclusivity agreement in the Project; and (c)(1) the tangible net worth (computed in accordance with generally accepted accounting principles exclusive of intangible assets, including goodwill) of either the assignee or transferee succeeding to Tenant's rights under this Lease pursuant to such assignment or transfer or the Parent Entity of both Tenant and such assignee or transferee is at least equal to the

tangible net worth of Tenant immediately prior to such assignment or transfer (or the first such assignment or transfer in the case of a series of assignments or transfers), and proof reasonably satisfactory to Landlord of such assignment or transfer and that the tangible net worth standards have been met shall have been delivered to Landlord at least 10 days prior to the effective date of any such assignment or transfer; and (2) if the Parent Entity satisfies the net worth requirement set forth in the foregoing clause (c)(1), then the Parent Entity must own or control, directly or indirectly, more than fifty percent (50%) of the assignee's or transferee's voting interests following such assignment or transfer and Tenant must also deliver to Landlord a Guaranty at least 10 days prior to the effective date of any such transaction.

As used in this Lease, each of the Exceptions set forth in clauses (ii)-(iv) above constitute a "Permitted Assignment" that does not require Landlord's consent and any assignee, transferee or successor of Tenant under such Permitted Assignment is a "Permitted Assignee".

13. Insurance. Part II – Section 7.5 Tenant's Insurance is deleted in its entirety and replaced with the following:

"7.5 Tenant's Insurance. Tenant will carry and maintain, at Tenant's expense, the following insurance, in the minimum amounts specified below or such other amounts as Landlord may from time to time reasonably request, with insurance companies and on forms reasonably satisfactory to Landlord:

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

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

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

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

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

(f) Loss of income and extra expense insurance and contingent business income insurance in amounts as will reimburse Tenant for direct or indirect loss of earning attributable to all perils insured against under the ISO Causes of Loss - Special Form Coverage or its equivalent,

or attributable to prevention of access to the Premises as a result of such perils. Such insurance shall provide for an extended period of indemnity to be not less than 12 months; and

(g) All insurance required under this Section 7.5 shall be issued by such good and reputable insurance companies qualified to do and doing business in the state in which the Premises are located and having a policyholder rating of not less than "A" and a financial rating of "VIII" in the most current copy of Best's Insurance Report in the form customary to this locality. Landlord and its affiliates, Landlord's management company, Landlord's mortgagee, and such other parties as Landlord shall designate to Tenant who have an insurable interest in the Premises or Property shall: (i) be named as additional insureds with respect to the coverages provided for under Section 7.5 (a), (d) and (e), (ii) have waiver of subrogation rights with respect to the coverages provided for under Section 7.5 (a), (d) and (e), and (iii) be named as loss payees as their interest may appear with respect to the coverage provided under Section 7.5 (b) for leasehold improvements. Certificates of insurance together with any endorsements providing the required coverage will be delivered to Landlord from time to time at least 30 days prior to expiration of the term, material change, reduction in coverage, or other termination thereof. All commercial general liability and property policies (including any umbrella policies in excess of such policies) herein required to be maintained by Tenant will be written as primary policies, not contributing with and not supplemental to the coverage that Landlord may carry. Commercial general liability insurance required to be maintained by Tenant by this Section 7.5 will not be subject to a deductible or any self-insured retention. Landlord makes no representation that the limits of liability specified to be carried by Tenant pursuant to this Section 7.5 are adequate to protect Tenant and Tenant should obtain such additional insurance or increased liability limits as Tenant deems appropriate. Furthermore, in no way does the insurance required herein limit the liability of Tenant assumed elsewhere in this Lease."

13. Part II – Section 9.1(g) Waiver of Subrogation and Section 11.7 Waiver of Liability are deleted in their entirety and replaced with the following new Section 11.7:

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

14. Part II – Section 11.2 Notices is amended to provide that notices to Landlord shall be addressed to Landlord at Landlord's Address with a copy to Manager at Manager's Address.

15. Part II -- Section 11.13 Holdover is amended to add the following at the end of the last sentence: " , including, without limitation, special or consequential damages, that Landlord suffers from the holdover if Landlord is unable to deliver possession of the Premises to a new tenant, or to perform improvements for a new tenant, as a result of Tenant's holdover."

16. Security Deposit and Letter of Credit. Landlord and Tenant acknowledge and agree that pursuant to Part II – Section 11.18 Letter of Credit and the Second Amendment (a) the requirement for

the \$125,000.00 L/C no longer applies and (b) Tenant shall continue to maintain in effect the existing Security Deposit in the amount of \$34,887.83 held by Landlord in accordance with Section 11.18(h).

17. Condition of the Premises. Subject to the construction of the Tenant Work (as defined in Exhibit B), which shall be performed by Landlord in accordance with Exhibit B, Landlord shall have no obligation to construct improvements to the Premises and TENANT ACCEPTS THE PREMISES “**AS IS**”, “**WHERE IS**” AND **WITH ANY AND ALL FAULTS**. LANDLORD NEITHER MAKES NOR HAS MADE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY, SUITABILITY OR FITNESS THEREOF OF THE PREMISES, OR THE CONDITION OR REPAIR THEREOF. TENANT’S CONTINUED OCCUPATION OF THE ORIGINAL PREMISES, FIRST EXPANSION PREMISES, AND SECOND EXPANSION PREMISES AND TAKING OCCUPANCY OF THE RELOCATION PREMISES SHALL BE CONCLUSIVE EVIDENCE FOR ALL PURPOSES OF TENANT’S ACCEPTANCE OF THE PREMISES IN GOOD ORDER AND SATISFACTORY CONDITION, AND IN A STATE AND CONDITION SATISFACTORY, ACCEPTABLE AND SUITABLE FOR THE TENANT’S USE PURSUANT TO THE LEASE.

18. Options. The Extension Option set forth in Part III - Additional Provisions of the Lease is deleted in its entirety. Landlord and Tenant acknowledge and agree that Landlord has not granted Tenant (i) except for the Right of First Refusal (as defined in **Paragraph 20**), any rights of first refusal; (ii) any expansion rights; (iii) any rights of first offer; (iv) except for the Contraction Option (as defined in **Paragraph 22**) and the Termination Option (as defined in Part III – Additional Provisions of the Original Lease and amended by **Paragraph 21**), any rights to cancel or terminate the Lease as to all or any portion of the Premises; or (v) except for the Renewal Option (as defined in **Paragraph 19**), any options to renew or extend the Term as to any of the Premises for any period after or beyond the expiration of the First Extended Term set forth in this Third Amendment.

19. Renewal Option. Provided that (i) no material adverse change has occurred in Tenant’s financial condition, (ii) the Lease is in full force and effect, and (iii) no default shall exist (after giving effect to all applicable Cure Periods), either on the date Tenant exercises its Renewal Option (as defined in this **Paragraph 19**) or as of the effective date of the applicable Renewal Term (as defined in this **Paragraph 19**), or would exist either on the date Tenant exercises its Renewal Option (as defined in this **Paragraph 19**) or as of the effective date of the applicable Renewal Term (as defined in this **Paragraph 19**) but for the pendency of any Cure Periods (“**Potential Default**”), subject however to the provisions of the immediately following sentence, Tenant shall have the option to extend the Term of this Lease with respect to the entire Premises for two (2) additional periods (each a “**Renewal Option**”) of five (5) years each (each a “**Renewal Term**”). If any Potential Default exists at the time Tenant exercises its Renewal Option, then Tenant’s timely delivery of its Notice of Exercise in accordance with **Paragraph 19.1** shall still be effective to exercise the Renewal Option so long as Tenant cures such Potential Default, on or before the last day of such Cure Period, but such exercise by Tenant of the Renewal Option shall be null and void if Tenant fails to cure such Potential Default on or before the last day of such Cure Period. Each Renewal Option shall be subject to all of the terms and conditions contained in the Lease except that (i) the Renewal Rent (as defined in this **Paragraph 19**) shall be at the then prevailing Market Rate (as defined in this **Paragraph 19**) on the commencement date of the applicable Renewal Term; (ii) Landlord shall have no obligation to improve the Premises or provide any improvement allowance, except as included in the Market Rate; and (iii) there shall be no further option to extend the Term beyond the second Renewal Term.

19.1 Determination of Market Rate. Tenant shall send Landlord a preliminary expression of Tenant's willingness to renew this Lease (each a “**Renewal Notice**”) no earlier than April 30,

2022, or later than October 31, 2022, with respect to the first Renewal Term and no earlier than April 30, 2027, or later than October 31, 2027, with respect to the second Renewal Term, as applicable; provided, however if any Potential Default exists for which the applicable Cure Period has not expired, then Tenant's timely delivery of the Renewal Notice shall still be effective to exercise the Renewal Option so long as Tenant cures such Potential Default, on or before the last day of such Cure Period, but the Renewal Option shall automatically terminate and the Renewal Notice shall be null and void if Tenant fails to cure such Potential Default on or before the last day of such Cure Period. Following Tenant's timely delivery of the Renewal Notice, Tenant and Landlord shall negotiate in good faith to determine and mutually agree upon the Market Rate for the Renewal Term. If Landlord and Tenant are unable to agree upon the Market Rate for the Renewal Term, on or before the date that is 30 days after the later of Tenant's delivery to Landlord of the Renewal Notice or, if applicable, Tenant's cure of any Potential Default (the "***Negotiation Period***"), as evidenced by an amendment to the Lease executed by both Landlord and Tenant, then within 10 days after the last day of the Negotiation Period, Tenant may, by written notice to Landlord (the "***Notice of Exercise***"), irrevocably elect to exercise such Renewal Option. In order for Tenant to exercise such Renewal Option, Tenant shall send the Notice of Exercise to Landlord stating (i) that Tenant is irrevocably exercising its right to extend the Term pursuant to **Paragraph 19**; and (ii) Landlord and Tenant shall be irrevocably bound by the determination of Market Rate set forth hereinafter in this **Paragraph 19.1**, and if applicable, **Paragraph 19.3**. If Tenant shall fail to deliver the Notice of Exercise on or before 10 days after the last day of the Negotiation Period, then Tenant shall have waived any right to exercise the Renewal Option. In the event any date referenced in this **Paragraph 19** falls on a day other than a business day, such date shall be deemed to be the next following business day.

In the event Tenant timely delivers the Notice of Exercise to Landlord, Landlord and Tenant shall each simultaneously present to the other party their final determinations of the Market Rate for the Renewal Term (the "***Final Offers***") within 15 days after the last day of the Negotiation Period. If the Market Rate as determined by the lower of the two (2) proposed Final Offers is not more than five percent (5%) below the higher, then the Market Rate shall be determined by averaging the two (2) Final Offers.

If the difference between the lower of the two (2) proposed Final Offers is more than five percent (5%) below the higher, then the Market Rate shall be determined by the procedure ("***Baseball Arbitration***") set forth in **Paragraph 19.3**.

19.2 **Renewal Rent.** The Renewal Rent for each Renewal Term shall be an amount equal to the prevailing Market Rate. As used herein "***Market Rate***" shall mean the then prevailing market rate for full service base rent for tenants of comparable quality for renewal leases in buildings of comparable size, age, use, location and quality in the northside of Indianapolis and Keystone submarkets market area, taking into consideration the extent of the availability of space as large as the Premises in the marketplace and all other economic terms then customarily prevailing in such renewal leases in said marketplace, including, without limitation tenant improvement allowances, rent abatement periods, brokerage commissions and tenant creditworthiness.

19.3 **Baseball Arbitration.** Baseball Arbitration shall follow the following procedures:

(a) Within 20 days after Landlord's receipt of Tenant's Notice of Exercise, Tenant and Landlord shall each select an arbitrator ("***Tenant's Arbitrator***" and "***Landlord's Arbitrator***", respectively) who shall be a qualified and impartial person licensed in the State of Indiana as an

MAI appraiser with at least five (5) years of experience in appraising the type of matters for which they are called on to appraise hereunder in the northside of Indianapolis and Keystone submarkets market area.

(b) Landlord's Arbitrator and Tenant's Arbitrator shall name a third arbitrator, similarly qualified, within 10 days after the appointment of Landlord's Arbitrator and Tenant's Arbitrator.

(c) Said third arbitrator shall, after due consideration of the factors to be taken into account under the definition of Market Rate set forth in **Paragraph 19.2** and hearing whatever evidence the arbitrator deems appropriate from Landlord, Tenant and others, and obtaining any other information the arbitrator deems necessary, in good faith, make its own determination of the Market Rate for the Premises as of the commencement of the Renewal Term (the "**Arbitrator's Initial Determination**") and thereafter select either Landlord's Final Offer or the Tenant's Final Offer, but no other, whichever is closest to the Arbitrator's Initial Determination (the "**Final Determination**"), such determination to be made within 30 days after the appointment of the third arbitrator. The Arbitrator's Initial Determination, Final Determination and the market information upon which such determinations are based shall be in writing and counterparts thereof shall be delivered to Landlord and Tenant within said 30-day period. The arbitrator shall have no right or ability to determine the Market Rate in any other manner. The Final Determination shall be binding upon the parties hereto.

(d) The costs and fees of the third arbitrator shall be paid by Landlord if the Final Determination shall be Tenant's Final Offer or by Tenant if the Final Determination shall be Landlord's Final Offer.

(e) If Tenant fails to appoint Tenant's Arbitrator in the manner and within the time specified in **Paragraph 19.3**, then the Market Rate for the Renewal Term shall be the Market Rate contained in the Landlord's Final Offer. If Landlord fails to appoint Landlord's Arbitrator in the manner and within the time specified in **Paragraph 19.3** then the Market Rate for the Renewal Term shall be the Market Rate contained in the Tenant's Final Offer. If Tenant's Arbitrator and Landlord's Arbitrator fail to appoint the third arbitrator within the time and in the manner prescribed in **Paragraph 19.3**, then Landlord and Tenant shall jointly and promptly apply to the local office of the American Arbitration Association for the appointment of the third arbitrator.

19.4 Personal Option. Each Renewal Option is personal with respect to HIGHPOINT GLOBAL, LLC and a Permitted Assignee. Any assignment or subletting other than a Permitted Assignment by HIGHPOINT GLOBAL, LLC to a Permitted Assignee shall automatically terminate Tenant's rights under this **Paragraph 19**. Time is of the essence with respect to the provisions of this **Paragraph 19**.

20. Right of First Refusal. Commencing on the Effective Date and continuing through the end of the First Extended Term, Tenant shall have a right of first refusal (the "**Right of First Refusal**") to lease space located on the first and second floors of the Building (the "**Right of First Refusal Space**") upon the terms and conditions set forth in this **Paragraph 20**; provided, however, if Tenant exercises the Contraction Option, then in no event shall the Right of First Refusal Space include the Contraction Premises (as defined in **Paragraph 22**). Tenant's Right of First Refusal is expressly subject and subordinate to any rights of first offer, rights of first refusal, or other expansion rights of other tenants as of the Effective Date ("**Prior Rights**"), as well as the right of Landlord to renew or extend the term of (a)

any current lease or sublease of any tenant, subtenant or other occupant of any Right of First Refusal Space as of the Date of Lease (whether or not the renewal or extension is on the exact terms contained in such tenant's lease or consummated pursuant to a lease amendment or a new lease and regardless of whether such lease or sublease contained a written renewal option) and (b) any lease or sublease of Right of First Refusal Space entered into after Tenant refused (or was deemed to have refused) to exercise its Right of First Refusal with respect to such space (regardless of whether the renewal or extension is consummated pursuant to a lease amendment or a new lease and regardless of whether such lease or sublease contained a written renewal option). The Prior Rights are as follows: (a) the right of first refusal of Western and Southern Life Insurance Company to approximately 1,220 usable square feet of contiguous space on the first floor of the Building; (b) the right of first offer of The Healthcare Group, LLC to any adjacent space on the second floor of the Building; and (c) the right of first offer of Duggan O'Rourke, Inc. to approximately 2,500 square feet of any adjacent space on the second floor of the Building.

20.1 Landlord's Notice. If Landlord receives a bona fide written proposal on or before the expiration of the First Extended Term to lease any Right of First Refusal Space that is acceptable to Landlord, in Landlord's sole but commercially reasonable discretion (the "**Proposal**"), Landlord shall notify Tenant of such Proposal in writing ("**Landlord's Notice**"), which Landlord's Notice shall set forth the applicable portion of the Right of First Refusal Space covered by the Proposal and the basic economic terms and conditions of such Proposal. A Proposal shall be deemed "bona fide" in the event that the Building is one of three or fewer buildings considered by such third party for the location of its operations. Tenant shall have a period of 10 business days from the date of Landlord's Notice to notify Landlord whether Tenant elects to exercise its Right of First Refusal with respect to all of that portion of Right of First Refusal Space offered upon the exact terms and conditions set forth in Landlord's Notice, including, without limitation, commencement date, term, basic rent, the base year for pass-throughs for Operating Expenses, free rent periods, allowances (if any), and rentable square footage. Notwithstanding the foregoing, with respect to any proposal for Right of First Refusal Space, Landlord shall only be obligated to deliver a Landlord's Notice, and Tenant shall only have a Right of First Refusal with respect to the applicable Right of First Refusal Space, if the Proposal covers only all or a portion of the Right of First Refusal Space and no other space within the Project in addition thereto.

20.2 Exercise of Right of First Refusal. If Tenant fails to give any notice to Landlord of Tenant's election, or refusal, to exercise the Right of First Refusal within the required 10 business-day period, Tenant shall be deemed to have refused to exercise its Right of First Refusal with respect to the offered Right of First Refusal Space. If Tenant refuses to exercise its Right of First Refusal with respect to the offered Right of First Refusal Space, either by giving written notice of refusal or failing to timely give notice of exercise, Landlord shall thereafter have the right to lease such offered Right of First Refusal Space to a third party, without regard to the Right of First Refusal and Tenant's Right of First Refusal with respect to the specific offered Right of First Refusal Space shall automatically cease and forever terminate if Landlord enters into such a lease within 120 days after Landlord's delivery to Tenant of Landlord's Notice. Notwithstanding the foregoing, if Landlord has not entered into a lease with respect to such offered Right of First Refusal Space within 120 days following the date of delivery of Landlord's Notice, then Landlord may not enter into a lease with respect to such offered Right of First Refusal Space without first offering again such space to Tenant in accordance with the terms of this **Paragraph 20**.

20.3 Lease Amendment. If Tenant exercises its right to lease any portion of the Right of First Refusal Space pursuant to this **Paragraph 20**, Landlord and Tenant shall, within 10 business days after Tenant exercises its Right of First Refusal, execute an amendment to this Lease with respect to such portion of the Right of First Refusal Space leased on the terms, covenants and conditions set forth in Landlord's Notice, including, but not limited to, basic rent, operating expenses and real estate taxes (including any base year or expense stop, if applicable), increase in Tenant's Proportionate Share, free rent periods, tenant improvements, allowances (if any), and term (including commencement date and expiration date); provided, however, all other terms and conditions contained in this Lease shall apply to the Right of First Refusal Space as a result of Tenant's election hereunder, except to the extent specified otherwise in the Landlord's Notice or in this **Paragraph 20**. Except as expressly provided in the applicable Landlord's Notice, Tenant shall accept any Right of First Refusal Space in its "as is" condition as of the date of any election to lease such space hereunder.

20.4 Conditions Precedent. Tenant's Right of First Refusal and Landlord's obligation to deliver Landlord's Notice is expressly subject to the following conditions precedent: (i) no material adverse change in Tenant's financial condition has occurred; (ii) this Lease is in full force and effect; (iii) no default (after giving effect to all applicable Cure Periods) shall exist under the Lease, either on the date Tenant exercises its Right of First Refusal or as of the time possession of such Right of First Refusal Space is delivered to Tenant; (iv) at least 24 months remain in the First Extended Term; and (v) Tenant has not delivered the Termination Notice to Landlord. If any Potential Default exists at the time Tenant exercises its Right of First Refusal, then Tenant's timely delivery of its notice of exercise in accordance with **Paragraph 20.2** shall still be effective to exercise the Right of First Refusal so long as Tenant cures such Potential Default, on or before the last day of such Cure Period, but the Right of First Refusal shall automatically terminate and the any exercise by Tenant thereof shall be null and void if Tenant fails to cure such Potential Default on or before the last day of such Cure Period.

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

20.6 Personal Option. The Right of First Refusal is personal with respect to HIGHPOINT GLOBAL, LLC and any Permitted Assignee. Any assignment or subletting other than a Permitted Assignment by HIGHPOINT GLOBAL, LLC to a Permitted Assignee shall automatically terminate Tenant's rights under this **Paragraph 20**. Time is of the essence with respect to the provisions of this **Paragraph 20**.

21. Termination Option. The Termination Option set forth in Part III – Additional Provisions shall remain in full force and effect, as amended pursuant to this **Paragraph 21** to:

(a) delete the first sentence and replace it with the following:

"If at any time during the First Extended Term (not including any Renewal Term or any other extension or renewal of the Term), Tenant's contract is terminated by the United States of America and Tenant provides documentation of such termination to Landlord, then Tenant shall have the right to terminate the Lease as of December 31, 2019, December 31, 2020, December 31, 2021, or December 31, 2022 (each such date being the "Early Termination Date"), with at least 90 days advance written notice to Landlord (the "Termination Notice") and payment to

Landlord of all of the following: (a) any unamortized (using a 10% interest rate) Tenant Work Allowance (as defined in Exhibit B and including, without limitation, any portion of the Tenant Work Allowance used as a Rent Credit or for Relocation Costs or Installation Costs (as such terms are defined in Exhibit B)), any additional tenant improvement costs, free or abated rent, any rent credits, other allowances and inducements provided to Tenant, and transaction costs associated with the Third Amendment, including, without limitation, leasing commissions and attorney's fees, all based upon the First Extended Term, excluding the Base Rent Abatement Period, and (b) an additional six (6) months of Rent at the rate equal to the Rent being paid during the six (6)-month period beyond the Early Termination Date (collectively, the "Termination Fee"). The Termination Fee shall not be deemed to be Rent payable under the terms of the Lease, but rather shall be deemed liquidated damages payable by Tenant to Landlord in consideration of Landlord's agreement to terminate the Lease as herein provided."

; and (b) delete the last sentence and replace it with the following:

"This Termination Option is personal with respect to HIGHPOINT GLOBAL, LLC and any Permitted Assignee. Any assignment or subletting other than a Permitted Assignment by HIGHPOINT GLOBAL, LLC to a Permitted Assignee shall automatically terminate Tenant's rights hereunder."

22. Contraction Option. Provided that (i) the Lease is in full force and effect; (ii) no default shall exist (after giving effect to all applicable Cure Periods) on the date Tenant exercises its Contraction Option (as defined in this **Paragraph 22**), and (iii) Tenant delivers Tenant's prior written notice to Landlord of its intention to terminate (the "**Contraction Notice**"), on or before December 31, 2017, Tenant shall have the option ("**Contraction Option**") to terminate this Lease as of August 31, 2018 ("**Contraction Date**") with respect to the portion of the Second Expansion Premises comprised of Suite 102 in the Building and containing approximately 1,639 rentable square feet (the "**Contraction Premises**"); provided, however, if a Potential Default exists on the Contraction Date, then the Contraction Date shall be extended until the date on which Tenant cures such Potential Default and if Tenant fails to cure such Potential Default before the expiration of the Cure Period, then Tenant's Contraction Notice shall be null and void and Tenant's Contraction Option shall automatically terminate. Tenant shall pay all Rent due to and through the Contraction Date and surrender the Contraction Premises to Landlord on or before the Contraction Date in the manner and in the condition provided for in the Lease. Tenant's failure to satisfy its obligation to vacate the Contraction Premises in accordance with this **Paragraph 22** shall constitute a default (subject to all applicable Cure periods) and a holdover under the Lease, entitling Landlord to any and all remedies under this Lease, at law and/or in equity and to holdover rent pursuant to Section 11.13.

22.1 Right of Entry. Tenant shall permit Landlord and its agents, contractors, invitees, licensees and employees, at any time on and after the date Tenant delivers the Contraction Notice to Landlord, without charge therefore to Landlord and without diminution of Rent to enter the Contraction Premises in accordance with the terms of Section 1.1(c) of the Lease and, subject to the terms of Section 1.1(c), may also enter for the purpose of showing the Temporary Space to prospective tenants on and after the date Tenant delivers the Contraction Notice to Landlord.

22.2 Adjustments to Lease; Personal Option. If Tenant exercises its Contraction Option pursuant to this **Paragraph 22**, then effective upon the Contraction Date, (i) the Contraction Premises shall be deleted from the definition of Premises; (ii) the rentable square feet of the Premises shall be reduced to 25,500 rentable square feet; (iii) the Base Rent for the First Extended Term shall be reduced proportionately based upon the 25,500 rentable square feet

contained in the remaining Premises, as set forth in the Base Rent schedule below; and (iv) Tenant's Percentage shall be decreased to 31.52%. This Contraction Option shall automatically terminate if Tenant does not deliver a Contraction Notice to Landlord on or before December 31, 2017, as set forth in **Paragraph 22**. This Contraction Option is personal with respect to HIGHPOINT GLOBAL, LLC and any Permitted Assignee. Any assignment or subletting other than a Permitted Assignment by HIGHPOINT GLOBAL, LLC to a Permitted Assignee shall automatically terminate Tenant's rights hereunder with respect to the Contraction Option. If Tenant exercises its Contraction Option pursuant to this **Paragraph 22**, then effective upon the Contraction Date, Part I – Cover Sheet and **Paragraph 8** of this Third Amendment shall be amended to add the following to the Base Rent schedule for the First Extended Term:

<u>"Months</u>	<u>Monthly Base Rent</u>	<u>Period Base Rent</u>
09/01/2018 – 12/31/2018*	\$44,093.75	\$176,375.00
01/01/2019 – 12/31/2019	\$44,093.75	\$529,125.00
01/01/2020 – 12/31/2020	\$45,156.25	\$541,875.00
01/01/2021 – 12/31/2021	\$46,218.75	\$554,625.00
01/01/2022 – 12/31/2022	\$47,281.25	\$567,375.00
01/01/2023 – 07/31/2023	\$48,343.75	\$338,406.25

*Provided that no default (after giving effect to all applicable grace and cure periods set forth in Section 8.1 of the Lease ("Cure Periods")) exists under the Lease, the Base Rent shall be abated for the period commencing September 1, 2018, and ending December 31, 2018 ("Base Rent Abatement Period"). All of the remaining terms and conditions of the Lease shall remain in full force and effect during the Base Rent Abatement Period. If any default exists after giving effect to all applicable Cure Periods and Landlord terminates the Lease, then, in addition to Landlord's other remedies available at law, in equity or under the Lease, any remaining Base Rent Abatement Period shall immediately terminate, and Tenant shall immediately pay Landlord upon demand the unamortized portion of the previously abated Base Rent applicable to the First Extended Term."

22.3 Surrender. On or before the Contraction Date, Tenant shall surrender to Landlord all keys to any locks or doors entering or within the Contraction Premises that are not also used to access the remaining Premises, and give to Landlord the explanation of the combination of all locks for safes, safe cabinets and vault doors, if any, in the Contraction Premises. Within three (3) business days prior to the applicable Contraction Date, Tenant shall provide to Landlord a list with the name of each employee of Tenant who will retain a key or access card to the Premises. On and after the Contraction Date, Landlord shall have the right to (i) make any adjustments to the access privileges associated with the keys and access cards to be retained by the employees of Tenant identified on such list as are necessary to terminate Tenant's access to the Contraction Premises and (ii) terminate the access privileges to any keys and access cards provided to any employees of Tenant that Tenant fails to identify as required by this **Paragraph 22.3**.

23. Parking. Part III – Additional Provisions is amended to delete "88 unreserved surface spaces" from the first sentence and replace it with "101 unreserved surface spaces". Tenant acknowledges that all surface spaces for the parking of automobiles in the parking lot or area located at the Building are provided on a first-come, first-served basis in common with other tenants of the Building. Landlord and Tenant acknowledge that as of the Effective Date, there are 303 unreserved

parking spaces and 8 ADA compliant spaces that are available in common to the tenants of the Building on a first-come, first-served basis, subject to the terms of the Lease.

24. Exterior Signage. Tenant's right to install Exterior Signage as set forth in Part III – Additional Provisions shall remain in full force and effect during the First Extended Term; provided that the location for such Exterior Signage shall be in the location shown on Exhibit C attached hereto (“**Highpoint Location**”) and Tenant complies with all other terms set forth in the Lease with respect to such Exterior Signage. If either sign position on the North façade of the Building (each a “**North Location**”) becomes available during the First Extended Term and Tenant has not delivered the Termination Notice, then Tenant shall have the right to relocate, at its sole cost and expense, the Exterior Signage to such available North Location; provided that (a) Tenant complies with all other terms set forth in the Lease with respect to such Exterior Signage and (b) Tenant removes the Exterior Signage from the Highpoint Location and repairs and restores all damage to the Building caused by such removal. Notwithstanding the foregoing, if Landlord notifies Tenant that either North Location is or will become available, then Tenant shall have fifteen (15) business days to deliver notice (“**Sign Relocation Notice**”) to Landlord that Tenant is exercising its right to relocate the Exterior Signage to such North Location. If Tenant fails to timely deliver the Sign Relocation Notice or to remove the Exterior Signage from the Highpoint Location on or before the date that is 60 days after the later of Tenant's delivery of the Sign Relocation Notice or the date on which the North Location actually becomes available, then Landlord shall have the right to grant a third party the right to install signage in such North Location, without regard to Tenant's right to relocate its Exterior Signage pursuant to this **Paragraph 24** and such right shall automatically cease and forever terminate.

25. Building Amenities. Landlord desires to offer certain amenities (“**Amenities**”) as part of the Common Areas available to the tenants of the Building. As of the date of this Third Amendment, the Amenities include: (a) a fitness/health care facility (the “**Fitness Facility**”), which is located at the building known as Lake Pointe Centre III on the adjacent land having the address of 8470 Allison Pointe Blvd., Indianapolis, Indiana 46250 (“**Lake Pointe III**”); and (b) a conference room, which is located at Lake Pointe III. Notwithstanding the foregoing, Landlord shall have no obligation to provide the existing Amenities or any other Amenities and, if Landlord does provide any Amenities, Landlord shall have no obligation to continue the Amenities for the term of the Lease or for any particular period of time. To the extent that any Amenities are offered at the Building or at Lake Pointe III, Tenant shall have the general and nonexclusive right, together with Landlord and the other tenants of the Building and Lake Pointe III to use such Amenities subject to the terms and conditions of this Lease, and subject to any rules and regulations Landlord or the owner of Lake Pointe III may impose governing the hours, access to and use of the Amenities.

26. Rules and Regulations. Exhibit E attached to the Original Lease is deleted in its entirety and replaced with the new Exhibit E attached hereto and incorporated herein.

27. Authority. Tenant hereby represents and warrants that Tenant has full power and authority to enter into this Third Amendment and that the undersigned officer is authorized to execute this Third Amendment on behalf of Tenant. If requested by Landlord, Tenant shall provide Landlord with copies of Tenant's organizational documents, an incumbency certificate certifying to the above and minutes certified by an authorized representative of Tenant as being true, correct, and complete, as may be reasonably required to demonstrate that this Third Amendment is binding upon and enforceable against Tenant.

28. Brokerage. Except for Jones Lang LaSalle Americas, Inc. (“**JLLA**”), Tenant and Landlord each agree to indemnify and hold the other harmless of and from any and all loss, costs,

damages or expenses (including, without limitation, all attorneys' fees and disbursements) by reason of any claim of or liability to any broker or person claiming through the indemnifying party and arising out of or in connection with the negotiation, execution and delivery of this Third Amendment. JLLA will be compensated by Landlord pursuant to the terms of a separate agreement with Landlord, but Landlord shall have the right to withhold payment of any commission with respect to the First Extended Term for the Contraction Premises until December 31, 2017, and shall have no obligation to pay any such commission if Tenant exercises its Contraction Option.

29. Counterclaims. As of the date of Tenant's execution and delivery of this Third Amendment, there exist no offsets, counterclaims or defenses of Tenant under the Lease against Landlord, and, to the knowledge of Tenant, there exist no events which would constitute a basis for such offsets, counterclaims, or defenses against Landlord upon the lapse of time or the giving of notice or both. Without limiting the generality of the foregoing, Tenant hereby represents and warrants that, as of Tenant's execution and delivery hereof, to Tenant's knowledge, Landlord is not in default under the Lease.

30. Continued Effect. Except as otherwise provided in this Third Amendment, all other provisions of the Lease shall remain unmodified and in full force and effect.

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

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

33. Anti-Terrorism. Tenant represents and warrants to and covenants with Landlord that (i) neither Tenant nor any of its owners or affiliates currently are, or shall be at any time during the term hereof, in violation of any Laws relating to terrorism or money laundering (collectively, the "*Anti-*

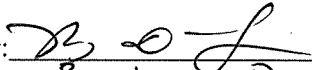
Terrorism Laws”), including without limitation Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and regulations of the U.S. Treasury Department’s Office of Foreign Assets Control (OFAC) related to Specially Designated Nationals and Blocked Persons (SDN’s OFAC Regulations), and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the “*USA Patriot Act*”); (ii) neither Tenant nor any of its owners, affiliates, investors, officers, directors, employees, vendors, subcontractors or agents is or shall be during the term hereof a “*Prohibited Person*” which is defined as follows: (1) a person or entity owned or controlled by, affiliated with, or acting for or on behalf of, any person or entity that is identified as an SDN on the then-most current list published by OFAC at its official website, <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, or at any replacement website or other replacement official publication of such list, and (2) a person or entity who is identified as or affiliated with a person or entity designated as a terrorist, or associated with terrorism or money laundering pursuant to regulations promulgated in connection with the USA Patriot Act; and (iii) Tenant has taken appropriate steps to understand its legal obligations under the Anti-Terrorism Laws and has implemented appropriate procedures to assure its continued compliance with such Laws. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord, its officers, directors, agents and employees, from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney’s fees and costs) arising from or related to any breach of the foregoing representations, warranties and covenants. At any time and from time-to-time during the term, Tenant shall deliver to Landlord within 10 days after receipt of a written request therefor, a written certification or such other evidence reasonably acceptable to Landlord evidencing and confirming Tenant’s compliance with this **Paragraph 33**.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

TENANT:

HIGHPOINT GLOBAL, LLC,
an Indiana limited liability company

By: 
Name: Benjamin D. Lanius
Title: CEO
Date: 8/3/2017

LANDLORD:

LAKE POINTE TENANT, LLC,
a Delaware limited liability company

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

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

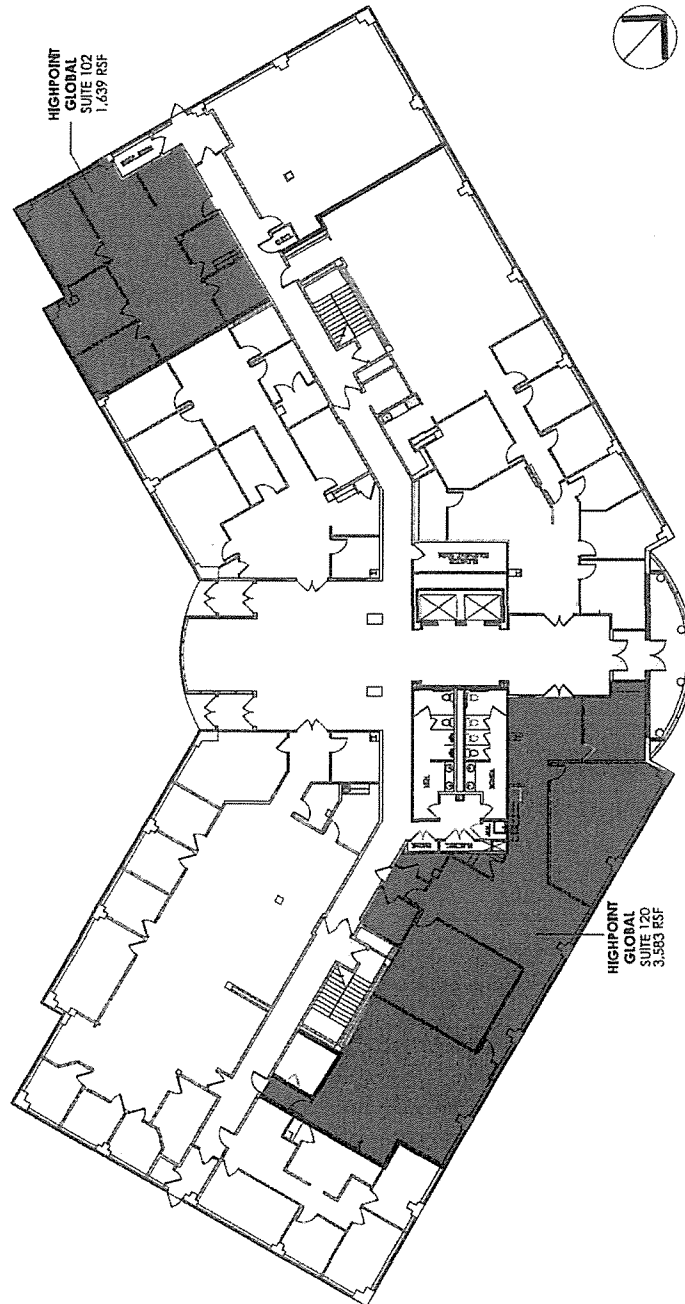
By: USAA Real Estate Company, a Delaware corporation, its general partner

TCC III

By: 
Name: PATRICK A. IRWIN
Title: Chief Administrative Officer
Date: 8/8/17

EXHIBIT A

Premises

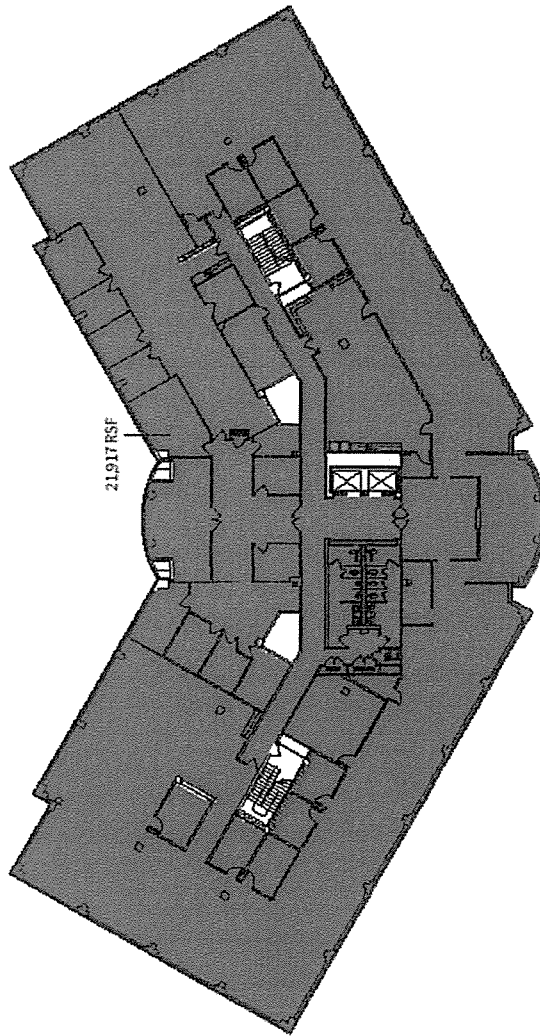


MANAGED & LEASED BY:

LEASING CONTACT:
KEVIN GILLIHAN
317-810-7355

OWNED BY:

USAA
Real Estate
Company



**THIRD FLOOR
LAKE POINTE CENTER IV**

6570 ALLISON PONTE BLVD.
INDIANAPOLIS, INDIANA


www.schottdesign.com
SCALE: NOT TO SCALE
PROJECT: 2015.812
PROJECT MGR: LTD



EXHIBIT B

Work Agreement

This Work Agreement is made a part of Office Lease dated May 31, 2013, as amended by that certain First Amendment to Lease dated July 23, 2013, as amended by that certain Second Amendment to Lease dated November 5, 2013, and as amended by that certain Third Amendment to Office Lease ("**Third Amendment**") to which this Work Agreement is attached (collectively, the "**Lease**") by and between LAKE POINTE TENANT, LLC, a Delaware limited liability company ("**Landlord**") and HIGHPOINT GLOBAL, LLC, an Indiana limited liability company ("**Tenant**"). The terms used in this Work Agreement that are defined in the Lease shall have the same meanings as provided in the Lease.

1. General.

- 1.1 Purpose. This Work Agreement sets forth the terms and conditions governing the design, permitting and construction of the tenant improvements ("**Tenant Work**") to be installed in the Premises. Landlord and Tenant agree that this Work Agreement is merely one part of the Lease, which contains the overall agreement concerning Tenant's use and occupancy of the Premises. In no event is this Work Agreement or the Lease a construction contract or an agreement collateral to or affecting a construction contract.
- 1.2 Construction Representative. Tenant acknowledges that Tenant has appointed Mike King, Vice President, Program Operations, of Tenant, as its authorized representative ("**Tenant's Representative**") with full power and authority to bind Tenant for all actions taken with regard to the Tenant Work. In the event that Tenant's Representative as specified above is unavailable for a period in excess of one (1) business day, Tenant shall make available Ray VanWynsberghe, Senior Project Manager, of Tenant, as an alternative Tenant Representative who shall have full power and authority to bind Tenant. Landlord has appointed Jeff Humphreys as its authorized representative ("**Landlord's Representative**") with full power and authority to bind Landlord for all actions taken with regard to the Tenant Work. Tenant hereby ratifies all actions and decisions with regard to the Tenant Work that the Tenant's Representative may have taken or made prior to the execution of this Work Agreement. Landlord shall not be obligated to respond to or act upon any plan, drawing, change order or approval or other matter relating to the Tenant Work until it has been executed by Tenant's Representative. Except as otherwise provided in this Work Agreement, within three (3) business days of receipt of any requested approval of any item, document or other matter related to the Tenant Work, Tenant's Representative shall approve or disapprove (with sufficient detail) any such request. Neither Tenant nor Tenant's Representative shall be authorized to direct Landlord's general contractor with respect to the Tenant Work. In the event that Landlord's general contractor performs any such work under the direction of Tenant or Tenant's Representative, then Landlord shall have no liability for the cost of such work, the cost of corrective work required as a result of such work, any delay that may result from such work, or any other problem in connection with such work.

2. Allowances.

- 2.1 Allowance for Tenant Work. Tenant shall receive as a credit against the costs associated with the design and construction of the Tenant Work in an amount up to \$595,564.75 (the "**Tenant Work Allowance**"); provided that the Tenant Work Allowance shall be reduced

automatically (a) by any portion that is applied in accordance with this **Paragraph 2.1** as a Rent Credit (as defined in **Paragraph 2.1.2**); (b) by any portion applied by Landlord to Relocation Costs (as defined in **Paragraph 2.1.1**), or reimbursed to Tenant, in accordance with **Paragraph 2.1.1** for Relocation Costs and Installation Costs (as defined in **Paragraph 2.1.1**) and (c) in accordance with **Paragraph 2.4** if Tenant exercises the Contraction Option. Landlord shall pay the cost of construction of the Tenant Work directly to the Landlord's general contractor and charge the cost against the Tenant Work Allowance for the same. All costs of construction of the Tenant Work in excess of the Tenant Work Allowance shall be payable by Tenant. The Tenant Work Allowance shall be available to Tenant through the date that is 19 months after the Effective Date of the Third Amendment ("**Allowance Expiration Date**"). Landlord shall have no obligation to pay, reimburse or allow Tenant any right of offset to the extent of any unused or expired portion of the Tenant Work Allowance remaining after the Allowance Expiration Date.

2.1.1 Relocation Costs. Subject to the terms of this **Paragraph 2.1.1**, Landlord shall apply a credit to any unused Tenant Work Allowance in an amount equal to the sum of (i) any costs incurred by Landlord to relocate the Existing Furniture and Equipment from the First Expansion Premises and the Temporary Space to the Relocation Premises ("**Relocation Costs**") and (ii) any costs Landlord reimburses to Tenant for any Relocation Costs and any costs incurred by Tenant in order to install a security system and Cabling in the Relocation Premises ("**Installation Costs**"); provided that the amount credited to the Tenant Work Allowance for Relocation Costs and Installation Costs, collectively, shall not exceed \$25,000.00. Notwithstanding the foregoing, in order for Tenant to receive a credit for Relocation Costs and Installation Costs incurred by Tenant, Tenant must deliver an invoice to Landlord on or before the date that is nine (9) months after the Effective Date of the Third Amendment (the "**Allowance Deadline**") for actual documented Relocation Costs and Installation Costs incurred by Tenant.

2.1.2 Rent Credit. Notwithstanding the foregoing, provided Tenant delivers to Landlord prior written notice on or before the Allowance Deadline, Tenant may elect to apply a portion of any unused Tenant Work Allowance as a credit in an amount not to exceed \$278,174.75 against Base Rent (the "**Rent Credit**"). Any Rent Credit shall be applied toward Base Rent commencing with the first months' Base Rent due for the Premises following Tenant's delivery of such notice. Notwithstanding anything to the contrary in this Work Agreement, if Tenant notifies Landlord that Tenant has elected to apply all or a portion of the Rent Credit to Base Rent in accordance with this **Paragraph 2.1.2**, but subsequently determines that the total of the remaining Tenant Work Allowance after applying such Rent Credit would be less than the Cost of the Tenant Work, Relocation Costs and Installation Costs, collectively, then Tenant may elect, by delivering written notice to Landlord on or before the Allowance Expiration Date, to reduce the amount of the Rent Credit and apply such reduction to the Cost of the Tenant Work; provided, however, in no event shall the amount of the Tenant Work Allowance credited to the Cost of the Tenant Work, Relocation Costs, Installation Costs and as a Rent Credit, collectively, exceed \$595,564.75, as reduced, if applicable, pursuant to **Paragraph 2.4**.

2.2 Allowance for Design Services. As a part of the Tenant Work Allowance (not in addition to), Tenant shall receive an amount up to \$81,417.00 (the "**Tenant Design Allowance**")

for the preparation of the Space Plan (as defined in **Paragraph 3.1(a)**) and Construction Drawings and Specifications (as defined in **Paragraph 3.1(b)**) (collectively referred to as the “**Tenant Plans**”) for the Tenant Work. All costs and expenses of preparing the Tenant Plans shall be credited against the Tenant Design Allowance or, if Tenant exceeds such Tenant Design Allowance, shall be payable directly by Tenant and shall not be credited against the Tenant Work Allowance. Landlord shall have no obligation to pay, reimburse or allow Tenant any right of offset to the extent of any unspent portion of the Tenant Design Allowance; provided, however, any unspent portion of the Tenant Design Allowance may be allocable to the remainder of the Tenant Work Allowance. Notwithstanding anything to the contrary in this Work Agreement, the Tenant Design Allowance is subject to reduction under **Paragraph 2.4**.

- 2.3 Payments by Tenant for Costs in Excess of the Tenant Work Allowance. In the event the Cost of the Tenant Work (as defined in **Paragraph 4.4**) exceeds the Tenant Work Allowance, or the portion thereof allocated to the Tenant Design Allowance, all such excess costs shall be payable by Tenant to Landlord upon Tenant’s approval of the Cost Estimate, as defined in **Paragraph 4.1**, and, if applicable, upon Landlord’s request for costs and expenses of preparing the Tenant Plans in excess of the Tenant Design Allowance.
- 2.4 Adjustment for Contraction Premises. Landlord shall have the right to withhold up to \$33,189.75 of the Tenant Work Allowance with respect to the Contraction Premises until December 31, 2017. If Tenant exercises its Contraction Option, then automatically the Tenant Work Allowance shall be reduced to \$562,375.00 and the Rent Credit shall be reduced to \$261,375.00 and the Tenant Design Allowance shall be reduced to \$76,500.00.

3. Design.

3.1 Tenant Plans.

- (a) Space Plan: The “**Space Plan**” as used herein shall mean a plan containing among other things a partition layout, door location and system furniture located in key spaces. Landlord shall be responsible for the cost of Tenant’s initial test fit, up to but not exceeding \$2,854.80 (which cost shall be in addition to, and not a part of, the Tenant Work Allowance). Landlord shall have the right to withhold payment of up to \$196.68 of such cost with respect to the Contraction Premises until December 31, 2017. If Tenant exercises its Contraction Option, then automatically Landlord’s obligation to pay such cost shall be reduced to \$2,658.12.
- (b) Construction Drawings and Specifications: The “**Construction Drawings and Specifications**” as used herein shall mean the construction working drawings, the mechanical, electrical and other technical specifications, and the finishing details, including wall finishes and colors and technical and mechanical equipment installation, if any, all of which details the installation of the Tenant Work sufficient for obtaining a building permit.

- 3.2 Approvals by Landlord. The Tenant Plans for the Tenant Work shall be subject to Landlord’s prior written approval, which shall not be unreasonably withheld, except that

- 4.4 Cost of the Tenant Work. “*Cost of the Tenant Work*” means: (i) architectural and engineering fees incurred in connection with the preparation of the Tenant Plans; (ii) governmental agency plan check, permit and other fees (including any changes required by any governmental entity or authority having jurisdiction thereof); (iii) sales and use taxes; (iv) insurance fees associated with the construction of the Tenant Work; (v) testing and inspecting costs; (vi) the actual costs and charges for material and labor, contractor’s profit and contractor’s general overhead incurred by Landlord in constructing the Tenant Work; including Landlord’s overhead and administrative fee, which shall be three percent (3%) of such cost of the Tenant Work; and (vii) all other costs to be expended by Landlord in the construction of the Tenant Work.
5. Change Orders. If Tenant desires any change or addition to the work or materials to be provided by Landlord pursuant to this **Exhibit** after Tenant’s and Landlord’s approval of the Tenant Plans, Tenant shall provide Landlord with a request for a “*Proposal for Change*”. Landlord shall respond to Tenant’s request with a change quotation, including the scope of the work, the cost, and the delay in Substantial Completion, if any, as soon as possible, but in no event later than five business days after such request is made. If Tenant approves such change quotation, Landlord shall issue a “*Change Order*”. All additional expenses attributable to any Change Order requested by Tenant and approved by Landlord shall be payable along with a five percent (5%) overhead and administration fee to Landlord by Tenant upon approval by Tenant of the Change Order cost and/or delay, if any.
6. Substantial Completion.
- 6.1 General. Landlord shall use commercially reasonable efforts to Substantially Complete (as defined below) the Tenant Work in accordance with the schedule provided pursuant to **Paragraph 4.3** after the later of (i) finalization of Construction Drawings and Specifications; (ii) receipt of a building permit and other necessary governmental approvals; (iii) Tenant’s approval of the Cost Estimate; and (iv) Tenant’s payment of the total amount by which such Cost Estimate exceeds the Tenant Work Allowance, if any, but neither the validity of the Lease nor the obligations of Tenant under this Lease shall be affected by a failure to Substantially Complete the Tenant Work by such date, and Tenant shall have no claim against Landlord because of Landlord’s failure to Substantially Complete the Tenant Work on the date originally fixed therefor.
- 6.2 Substantial Completion. “*Substantial Completion*” of the Tenant Work shall be conclusively deemed to have occurred as soon as the Tenant Work to be installed by Landlord pursuant to this Work Agreement has been constructed in accordance with the approved Construction Drawings and Specifications and approved Change Orders, as evidenced by the architect’s certificate of Substantial Completion. The final building inspection by the proper governmental entity shall not be required for Substantial Completion but, if conducted, shall be deemed conclusive evidence that Substantial Completion has occurred. Notwithstanding the above, the Tenant Work shall be considered Substantially Complete even though (a) there remain to be completed Punch List (as described in **Paragraph 6.4**) items reasonably acceptable to Landlord and Tenant, including but not limited to minor or insubstantial details of construction, decoration or mechanical adjustment, the lack of completion of which will not materially interfere with Tenant’s permitted use of the Premises, and/or (b) there is a delay in the Substantial Completion of the Tenant Work due to a “*Tenant Delay*” as defined below.

6.3 Tenant Delay. The following items shall be referred to individually as a “**Tenant Delay**”:

- (a) Tenant’s request for changes or additions to the Tenant Work subsequent to the date of Landlord’s approval of the Tenant Plans;
- (b) Any time spent rebidding the Cost Estimate or any subcontractor’s bid at Tenant’s request;
- (c) Tenant’s failure to pay when due any amounts required pursuant to this Work Agreement;
- (d) Tenant’s failure to approve or disapprove of any action item within the time limits required herein;
- (e) The performance of or failure to perform any work by any person or firm employed or retained by Tenant;
- (f) Tenant’s request for materials, finishes or installations which are not available as needed to meet the general contractor’s schedule for Substantial Completion;
- (g) Interference with the general contractor’s schedule by Tenant’s or Tenant’s employees, agents, licensees, contractors, customers and invitees; or
- (h) Any other Tenant-caused delay.

6.4 Punch List. Prior to delivery of possession of the Premises to Tenant, Landlord and Tenant shall examine the Premises and shall agree on a final “**Punch List**” which shall specify the items of Tenant Work that require correction, repair or replacement.

7. Possession by Tenant. The taking of possession of the Relocation Premises by Tenant (other than early possession for Early Access Activities), together with continued possession of the Original Premises and Second Expansion Premises by Tenant, shall constitute an acknowledgement by Tenant that the Premises are in good condition and that all work and materials provided by Landlord are satisfactory except as to items contained in the Punch List prepared as provided in **Paragraph 6.4**. Landlord agrees to correct and complete as soon as practicable any items outlined in the Punch List.

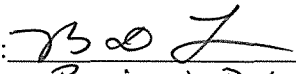
8. Removal of Tenant Improvements. Portions of the Tenant Work, as reasonably determined by Landlord to be specialized Tenant Work (e.g. floor and ceiling mounted auxiliary air conditioning units, non-building standard fire suppression/control systems, computer rooms, auditoriums, laboratories, Cabling), shall, at the election of Landlord and with a reasonably detailed list provided to Tenant in writing prior to the commencement of construction of the Tenant Work, either be removed by Tenant at its expense before the expiration of the Term or shall remain upon the Premises and be surrendered therewith at the Expiration Date or earlier termination of the Lease as the property of Landlord without disturbance, molestation or injury. If Landlord requires the removal of all or part of said Tenant Work, Tenant, at its expense, shall repair any damage to the Premises or the Building caused by such removal and restore the Premises to its condition prior to the installation of such Tenant Work. If Tenant fails to remove said Tenant Work upon

Landlord's request, then Landlord may (but shall not be obligated to) remove the same and the cost of such removal, repair and restoration, together with any and all damages which Landlord may suffer and sustain by reason of the failure of Tenant to remove the same, shall be charged to Tenant and paid upon demand. Cabling installed by Tenant inside any of the interior walls of the Premises, above the ceiling of the Premises, in any portion of the ceiling plenum above or below the Premises, or in any portion of the Common Areas of the Building, including but not limited to any of the shafts or utility rooms of the Building, shall be clearly labeled or otherwise identified as having been installed by Tenant. All Cabling installed by Tenant shall comply with the requirements of the National Electric Code and any other applicable fire and safety codes. Upon the expiration or earlier termination of this Lease, Tenant shall remove all Cabling installed by Tenant anywhere in the Premises or the Building to the point of the origin of such Cabling, and repair any damage to the Premises or the Building resulting from such removal.

IN WITNESS WHEREOF, this Work Agreement has been executed as of the date of the Third Amendment.

TENANT:

HIGHPOINT GLOBAL, LLC,
an Indiana limited liability company

By: 
Name: Benjamin D. Lanus
Title: CFO
Date: 8/3/2017

LANDLORD:

LAKE POINTE TENANT, LLC,
a Delaware limited liability company

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

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

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

TCL

By: 
Name: PATRICK A. IRWIN
Title: Chief Administrative Officer
Date: 8/8/17

EXHIBIT C

Location of Exterior Signage



EXHIBIT D

Intentionally Omitted

EXHIBIT E

Rules and Regulations

1. No part or the whole of the sidewalks, plaza areas, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls of the Building or Property ("**Project**") shall be obstructed or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Premises. Tenant shall not have access to the roof of the Building, unless accompanied by a representative of Landlord.

2. No equipment, furnishings, personal property or fixtures shall be placed on any balcony of the Building without first obtaining Landlord's written consent. No awnings or other projections shall be attached to the exterior walls of the Building. No skylight, window, door or transom of the Building shall be covered or obstructed by Tenant, and no window shade, blind, curtain, screen, storm window, awning or other material shall be installed or placed on any window or in any window of the Premises except as approved in writing by Landlord. If Landlord has installed or hereafter installs any shade, blind or curtain in the Premises, Tenant shall not remove the same without first obtaining Landlord's written consent thereto.

3. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the common area.

4. Tenant shall not place or permit its officers, partners, members, owners, directors, employees, agents, licensees, contractors, customers and invitees (to the extent customers and invitees are under the principal's control or direction) ("**Agents**") to place any trash or other objects anywhere within the Project (other than within the Premises) without first obtaining Landlord's written consent.

5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish bags or other substances (including, without limitation, coffee grounds) shall be thrown therein.

6. Tenant shall not mark, paint, drill into or in any way deface any part of the Project or the Premises. No boring, cutting or stringing of wires shall be permitted.

7. No cooking shall be done or permitted in the Building by Tenant or its Agents except that Tenant may install and use microwave ovens. Tenant shall not cause or permit any unusual or objectionable odors to emanate from the Premises.

8. The Premises shall not be used for the manufacturing or storage of merchandise.

9. Tenant shall not make or permit any unseemly or disturbing noises or disturb or interfere with other tenants or occupants of the Project or neighboring buildings or premises by the use of any musical instrument, radio, television set, other audio device, unmusical noise, whistling, singing or in any other way.

10. Nothing shall be thrown out of any doors, windows or skylights or down any passageways.

11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Premises, nor shall any changes be made in locks or the mechanism thereof without prior notice to and the approval of Landlord. Tenant shall, upon the termination of its Lease, return to

Landlord all keys to the Premises and other areas furnished to, or otherwise procured by, Tenant. In the event of the loss of any such keys or card keys, as applicable, Tenant shall pay Landlord the cost of replacement keys.

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

13. Landlord reserves the right to control and operate the common area in such manner as it deems best for the benefit of the Project tenants. Landlord may exclude from all or a part of the common area at all hours, other than during Normal Business Hours, all unauthorized persons. "Normal Business Hours" shall be deemed to be between the hours of 8:00 A.M. and 6:00 P.M. Monday through Friday and, upon request by Tenant, between the hours of 8:00 A.M. and 1:00 P.M. Saturday, but excluding Building holidays. Tenant shall be responsible for all Agents of Tenant who enter the Building and Project on Building holidays and during other than Normal Business Hours and shall be liable to Landlord for all acts of such persons.

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

15. Requests and requirements of Tenant shall be attended to only upon application at the office of Landlord. Project employees shall not be required to perform any work outside of their regular duties unless under specific instructions from Landlord.

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

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

18. No animals of any kind shall be brought into or kept about the Building by Tenant or its Agents, except service dogs meeting the requirements of the ADA who are individually trained to do work or perform tasks for the benefit of an individual with a disability.

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

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

21. So that the Building may be kept in a good state of cleanliness, Tenant shall permit only Landlord's employees and contractors to clean its Premises unless prior thereto Landlord otherwise consents in writing. Tenant shall provide adequate waste and rubbish receptacles, cabinets, bookcases, map cases, etc. necessary to prevent unreasonable hardship to Landlord in discharging its obligation regarding cleaning service.

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

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

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

25. Neither Landlord nor any operator of the parking areas, lots or structures and related facilities on the Property ("**Parking Facilities**") within the Project, as the same are designated and modified by Landlord, in its sole discretion, from time to time will be liable for loss of or damage to any

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

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

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

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

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

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

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

32. If required by Landlord, each tenant is required to participate in the Building's recycling or other trash management program, as well as any green initiatives that may be in effect from time to time. This includes compliance with all instructions from the Building's recycling or other vendor which Landlord shall distribute to each tenant from time to time. Each tenant shall store all trash and garbage within its premises or in such other areas specifically designated by Landlord. No materials shall be placed in the trash boxes or receptacles in the Building unless such materials may be disposed of in the

ordinary and customary manner of removing and disposing of trash and garbage and will not result in a violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be only through entryways and elevators provided for such purposes and at such times as Landlord shall designate.

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

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

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

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

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