

AMENDMENT TO LEASE
(COVID-19 RENT DEFERRAL)

THIS AMENDMENT TO LEASE (this “Amendment”) is entered into to be effective as of September 2, 2020 (the “Effective Date”) by G&I IX MJW LAKE POINTE III & IV LLC, a Delaware limited liability company (“Landlord”), and ENVIGO RMS, LLC, a Delaware limited liability company (“Tenant”).

RECITALS

A. Landlord and Tenant are parties to that certain Office Lease dated as of April 6, 2017 (as the same may have heretofore been amended and/or assigned, the “Lease”), pursuant to which Tenant leases certain premises consisting of approximately 25,683 rentable square feet (the “Premises”) in the building located at 8520 Allison Pointe Blvd., Indianapolis, Indiana.

B. Landlord and Tenant desire to amend certain terms and conditions of the Lease and to evidence the terms of their agreements and understandings to amend the Lease by means of this Amendment.

C. All capitalized terms used, but not otherwise defined, in this Amendment (including the recitals above) shall have the meaning(s) ascribed to such term(s) in the Lease.

In consideration of the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lease is hereby amended and the parties hereto do hereby agree as follows:

1. **Deferment of Amounts Due.** For the period beginning on May 1, 2020 (the “Deferred Rent Commencement Date”) and ending on July 31, 2020 (the “Deferment Period”), fifty percent (50%) of all Base Rent due and payable under the Lease during the Deferment Period (totaling \$68,809.10) shall be deferred (the “Deferred Rent”). Notwithstanding anything to the contrary, upon execution of this Amendment, Landlord will draw the amount of the Deferred Rent from Tenant’s Security Deposit which it is currently holding in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00). Eighteen Thousand Eight Hundred Nine and 10/100 (\$18,809.10) of the Deferred Rent shall be repaid in three (3) equal installments of Six Thousand Two Hundred Sixty Nine and 70/100 Dollars (\$6,269.70) at the time Base Rent is due for the months of January, February and March of 2021 and upon receipt of such payments, Landlord shall credit Tenant’s Security Deposit by such amounts. Therefore, upon receipt of all such payments, the Security Deposit shall thereafter equal Fifty Thousand and 00/100 Dollars (\$50,000.00). Notwithstanding anything to the contrary, Tenant shall remain responsible for the remaining fifty percent (50%) of Base Rent during the Deferment Period, all payments of Additional Rent, utility charges and other sums payable under the Lease during the Deferment Period and shall pay the same in full on or before the date the same are due and provided such payments are made Tenant shall not be in default under the Lease for failure to pay the full amount of Rent when due for the Deferment Period. Commencing on the first (1st) day after the Deferment Period, Tenant shall pay all rent and other amounts due under the Lease as provided in the Lease.

The deferment provided in this Section 1 shall be null and void if Tenant is in default under the Lease on or after the Deferred Rent Commencement Date, and upon any such default (a) the full amount of the Deferred Rent shall immediately be due and payable to Landlord, (b) the rent and other amounts due during the remainder of the Deferment Period shall be without regard to the terms of this Section 1, and (c) Landlord shall have all other rights and remedies at law or in equity. Landlord and Tenant agree and acknowledge that this Amendment is not and shall not be deemed a waiver or forgiveness by Landlord of

any of the Deferred Rent or a waiver of any right or remedy available to Landlord in the event of a default by Tenant under the Lease.

2. Intentionally omitted.

3. Fees. Tenant hereby agrees to reimburse Landlord upon demand for all reasonable attorneys' fees incurred by Landlord in connection with this Amendment.

4. Confidentiality. Tenant acknowledges that the terms and conditions of the Lease and this Amendment and any and all notices, letters, and communications related thereto (collectively, the "Confidential Information") are to remain confidential for Landlord's benefit, and may not be disclosed by Tenant to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent; however, Tenant may disclose the Confidential Information if required by law or court order, and to its attorneys, accountants and other professional advisors provided same are advised by Tenant of the confidential nature of such terms and conditions and agree to maintain the confidentiality thereof prior to disclosure. Tenant shall be liable for any disclosures made in violation of this Section by Tenant or by any entity or individual to whom the terms of and conditions of the Lease, as amended by this Amendment, were disclosed or made available by Tenant. The consent by Landlord to any disclosures shall not be deemed to be a waiver on the part of Landlord of any prohibition against any future disclosure and this Section shall survive the expiration or earlier termination of the Lease, as amended by this Amendment.

5. Acknowledgments and Agreements. Tenant acknowledges and agrees that (1) Landlord is willing to enter into this Amendment strictly and solely as a good faith gesture and without any compulsion or obligation whatsoever to do so under the Lease, at law or in equity, (2) no other agreement has been reached as to the renewal, extension or modification of the Lease or any of the provisions hereunder, (3) the Lease, as amended hereby, remains in full force and effect, (4) there are no Landlord defaults under the Lease which now exist or, following notice or cure, would ripen into a default, and (5) Tenant possesses no claim against Landlord, including, but not limited to, setoff, estoppel, waiver, cancellation of instruments, rescission or excuse of performance by virtue of Landlord's actions or any actions of its predecessors-in-interest, if any, and hereby forever waives and releases Landlord from any claims arising under or in connection with the Lease prior to the date hereof. Tenant further represents that it has the full power, authority and legal right to execute and deliver this Amendment; that no further authorization, consent, approval, or other action is required in connection with the execution and delivery of this Amendment; and that, prior to executing this Amendment, it has consulted independent, competent legal, financial and tax advisers (or has knowingly and voluntarily waived such opportunity) and has read and fully understood the content, meaning, and effect of this Amendment.

6. Governing Law. This Amendment shall be governed and construed in accordance with the laws of the State of Indiana without giving effect to principles of conflicts of laws.

7. Miscellaneous. Landlord and Tenant hereby ratify and affirm the Lease, except as expressly amended hereby. The Lease and this Amendment constitute the entire agreement of Landlord and Tenant with respect to the subject matter herein. In the event there is any conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control. No broker's commissions or fees shall be payable by either party in connection with this Amendment. This Amendment may be executed in several counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same Amendment. Signature pages exchanged by facsimile or e-mail shall be fully binding and shall be considered originals for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned parties have duly executed this Amendment as of the day and year first above written.

LANDLORD:

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

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

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

By: Valla Brown
Name: Valla Brown
Title: Vice President

TENANT:

ENVIGO RMS, LLC
a Delaware limited liability company

By: Mark Bibi
Name: Mark Bibi
Title: Secretary