

Re: Lake Pointe IV
8520 Allison Pointe Blvd.
Indianapolis, Indiana

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "Amendment") has been executed as of (but not necessarily on) the 23rd day of July, 2013, by SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian corporation ("Landlord"), and HIGHPOINT GLOBAL, LLC, an Indiana limited liability company ("Tenant").

R E C I T A L S:

A. Landlord and Tenant have heretofore entered into that certain Office Lease (the "Lease") dated May 31, 2013, respecting approximately 15,218 rentable square feet in Suite 305 (the "Current Premises") of the above-referenced building, as more particularly described in the Lease (the "Building"). Unless otherwise defined herein, capitalized words and phrases shall have the same meanings as those set forth in the Lease.

B. Landlord and Tenant desire to execute this Amendment in order to evidence their agreement to (i) expand the Current Premises; and (ii) make certain other amendments to the Lease, all as more particularly set forth in this Amendment.

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

1. First Expansion Premises.

(a) First Expansion Premises Effective Date. As of the date of this Amendment (the "First Expansion Premises Effective Date"), the Current Premises shall be expanded to include approximately 3,350 rentable square feet in Suite 210 of the Building as shown on Exhibit A of this Amendment (the "First Expansion Premises"; and together with the Current Premises, the "Premises"). As a result, the Premises covered under the Lease will equal approximately 18,568 rentable square feet in the Building.

(b) Early Occupancy of the First Expansion Premises. Landlord agrees to permit Tenant and its agents to enter and use the First Expansion Premises upon the full execution and delivery of this Amendment, subject to all the terms and conditions of the Lease, but Tenant shall not be required to pay Base Rent or Additional Rent with respect to the First Expansion Premises during such early occupancy.

(c) Tenant's Percentage. As of the First Expansion Premises Effective Date, Tenant's Percentage shall be amended to be 22.952% (i.e., 18,568 rentable square feet in the Premises divided by 80,900 rentable square feet in the Building).

(d) Parking. As of the First Expansion Premises Effective Date, the reference to "56 unreserved surface spaces" in Part III (Additional Provisions) of the Lease is amended to be "68 unreserved surface spaces".

(e) AS IS for the First Expansion Premises. As of the First Expansion Premises Effective Date, the Improvement Allowance shall equal \$334,224.00 (i.e., \$18.00 per rentable square foot in the Premises). Except for the Improvement Allowance applicable to the First Expansion Premises (i.e., \$60,300.00, which corresponds to \$18.00 per rentable square foot in the First Expansion Premises), Landlord is leasing the First Expansion Premises to Tenant "as is" "where is" without any representation or warranty, either express or implied, and without any obligation to alter, remodel, improve, repair or decorate the First Expansion Premises, or any part thereof. Tenant may utilize the Improvement Allowance with respect to the First Expansion Premises (i.e., \$60,300.00, which corresponds to \$18.00 per rentable square foot in the First Expansion Premises) following the Commencement Date; provided, however, any unspent portion of the Improvement Allowance as of the 120th day following the Commencement Date shall be forfeited by Tenant and retained by Landlord without credit or reimbursement to Tenant.

(f) Letter of Credit. As of the First Expansion Premises Effective Date, the references to "\$23,894.33" in Section 11.18(h) of the Lease shall be amended to be "\$29,244.60".

(g) Termination Option. Notwithstanding the expansion of the Current Premises to include the First Expansion Premises pursuant to this Amendment, the Termination Option shall remain in full force and effect.

(h) Base Rent. As of the Commencement Date, the Base Rent due and payable by Tenant to Landlord under the Lease shall be as follows:

<u>Period:</u>	<u>Annual Base Rent Per R.S.F.:</u>	<u>Monthly Base Rent:</u>
1 – 12	\$17.50	\$27,078.33
13 – 24	\$17.85	\$27,619.90
25 – 36	\$18.20	\$28,161.47
37 – 48	\$18.55	\$28,703.03
49 – 60	\$18.90	\$29,244.60

(i) Commencement Date. Section 2.2 of the Lease is amended as follows:

If Landlord is required to construct Tenant Improvements to the Premises pursuant to Exhibit D, the Scheduled Commencement Date shall be only an estimate of the beginning of the Term of this Lease and the actual commencement date (the "Commencement Date") shall be the first to occur of (i) the date the Current Premises (not the First Expansion Premises) are offered by Landlord for occupancy following substantial completion of the Tenant Improvements in the Current Premises (not the First Expansion

Premises) to be constructed by Landlord pursuant to Exhibit D, as reasonably determined by Landlord, and any certificate or approval required by local governmental authority for occupancy of the Current Premises has been obtained, subject to Tenant Delay, in which case the Commencement Date shall be advanced by the number of days constituting Tenant Delay, or (ii) the date Tenant enters into occupancy of the Current Premises with the intent to conduct business.

(j) Temporary Premises. Upon the full execution and delivery of this Amendment, Landlord grants to Tenant a temporary license to occupy Suite 102 of the Building (the "Temporary Premises") containing approximately 1,639 rentable square feet on an "as-is" basis subject to all the terms and conditions of the Lease (including, without limitation, all insurance and indemnity provisions), except that no Base Rent or Additional Rent shall be payable with respect to the Temporary Premises. Landlord shall have access to the Temporary Premises at all times. Upon the Commencement Date, Tenant shall have vacated the Temporary Premises and delivered the Temporary Premises to Landlord in the condition required by the Lease. Tenant shall maintain any and all furnishings and equipment, if any, contained within the Temporary Premises in good condition and repair during the term of the license. The furnishings and equipment shall remain the property of Landlord and Tenant shall not remove any such property from the Temporary Premises.

2. Miscellaneous.

(a) Brokers. Landlord and Tenant represent to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Amendment except Hokanson Companies, Inc. and Cresa Indianapolis (collectively, "Broker"). Landlord will be responsible to pay the commission, if any, owed to Broker pursuant to the terms of a separate written agreement. Landlord and Tenant hereby indemnify each other from any claims, losses, damages (including attorneys' fees) resulting from a breach of the above representation.

(b) Ratification. The Lease, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect in accordance with its terms.

(c) No Default. Each party represents to the other that such party is currently unaware of any default by the other party under the Lease.

(d) Authority. Each party represents to the other that such party has full power and authority to execute and deliver this Amendment and this Amendment represents a valid and binding obligation of such party enforceable in accordance with its terms.

(e) No Outstanding Improvements or Allowances. Tenant represents to Landlord that except as set forth in the Lease and this Amendment (a) Landlord has completed all improvements to the Premises in compliance with all requirements in the Lease; and (b) all tenant finish costs or allowances payable by Landlord have been paid and no such costs or allowances are payable hereafter under the Lease.

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

(g) Counterparts; Electronic Signatures. This Amendment may be executed in multiple counterparts each of which is deemed an original but together constitute one and the same instrument. Notwithstanding any law or presumption to the contrary, this Amendment may be executed electronically or by facsimile or "pdf" and each party has the right to rely upon an electronic, facsimile or "pdf" counterpart of this Amendment signed by the other party to the same extent as if such party had received an original counterpart, and such counterpart of this Amendment shall be deemed valid and binding and admissible by either party against the other as if same were an original ink signature.

(h) Governing Document. In the event the terms of the Lease conflict or are inconsistent with those of this Amendment, the terms of this Amendment shall govern.

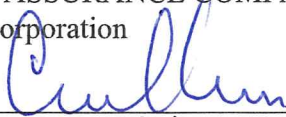
(i) Further Amendments. The Lease shall be and hereby is further amended wherever necessary, even though not specifically referred to herein, in order to give effect to the terms of this Amendment.

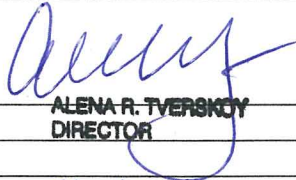
[SIGNATURES ON FOLLOWING PAGES]

This Amendment has been executed as of (but not necessarily on) the date and year first above written.

LANDLORD:

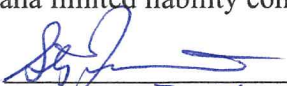
SUN LIFE ASSURANCE COMPANY OF CANADA, a
Canadian corporation

By: 
Name: Charles S. Andes
Title: Authorized Signer
Date: _____

By: 
Name: ALENA R. TVERSKOY
Title: DIRECTOR
Date: 7/20/13

TENANT:

HIGHPOINT GLOBAL, LLC,
an Indiana limited liability company

By: 

Name: Stephen J. Niemela

Title: SR. Director Business Development

Date: JUL 23, 2013

EXHIBIT A

FIRST EXPANSION PREMISES

