

Legal Approval Side Letter

Regina Hall

From: Robert F. Inselberg <Rob.Inselberg@WoodenLawyers.com>
Sent: Tuesday, July 14, 2020 10:55 AM
To: Regina Hall
Subject: Re: Tom James lease comments
Attachments: image001.jpg; image005.jpg

Yes this is the correct version.

On Jul 14, 2020, at 10:48 AM, Regina Hall <rhall@wilkow.com> wrote:

Hi Rob – can you please confirm the attached **Tenant Executed Side Letter** is correct for Landlord signature.

Thank you, Gina

COVID-19 STATEMENT CONCERNING SENDING AND RECEIVING NOTICES:

Due to the ongoing COVID-19 pandemic, M & J Wilkow's corporate office in Chicago has implemented its "work-from-home" plan. Therefore, it is likely that members of the M & J Wilkow team will not be in the office where written notices or other important correspondence would typically be received by hand delivery, mail, fax or overnight carrier. For the time being, and until you are notified otherwise, any communications to M & J Wilkow or its affiliated entities should be sent by e-mail with the relevant information or inquiry. To be sure that your e-mail has been received, please look for a reply from the recipient acknowledging receipt. If you do not receive such a reply, please re-send your e-mail. In addition, we caution against sending very sensitive information, such as wiring instructions, via e-mail due to security concerns. This email is intended to be a written notice to supplement our contact information in leases, service contracts, loan documents and other agreements.

Similarly, in order to increase the likelihood that notices and communications that may be sent by M & J Wilkow or its affiliated entities are promptly received, communications coming from M & J Wilkow and its affiliated entities will also be sent by e-mail. In each instance, we would appreciate it if you would: (i) acknowledge receipt to the sender by a "reply to all" e-mail; and (ii) forward a copy of the e-mail to the appropriate parties within your company.

We thank you, in advance, for your cooperation during these challenging times, and trust that you are safe and staying healthy.

Regina Hall
General Manager
M&JWILKOW
10401 N. Meridian Street
Suite 124
Indianapolis, Indiana 46290
Tel: 317-881-6908
Cell: 317-677-4001
rhall@wilkow.com<mailto:rhall@wilkow.com>
www.wilkow.com<http://www.wilkow.com/>

This e-mail and all attachments may contain privileged and confidential information intended solely for the use of the addressee(s). If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, or other use of this e-mail or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by telephone or by electronic mail, and delete this message and all copies and backups thereof. This e-mail is not intended to create, nor shall it be construed to create, any legally binding obligation on behalf of the sender, M & J Wilkow, Ltd. or any affiliate thereof.

July 13th, 2020

Tom James Company
Attn: Jane Thrasher
263 Seaboard Lane
Franklin, TN 37067

Tom James Company
8470 Allison Pointe Blvd., Suite 140
Indianapolis, Indiana 46250
Attn: Mr. Mark Metzgar

Re: Lake Pointe III Lease

Dear Tenant:

Unless specifically indicated otherwise, all capitalized terms herein shall have the meaning set forth in the Office Lease dated January 20, 2010 as amended by First Amendment to Office Lease dated October 20, 2015 and Second Amendment of Lease dated of even date herewith by and between Tom James Company ("Tenant") and G&I IX MJW Lake Pointe III & IV LLC ("Landlord") (as heretofore amended and assigned, the "Lease"). The purpose of this letter (this "Side Letter Agreement") is to set forth our mutual understanding with respect to the certain items which are not set forth in the Lease.

As part of a marketing campaign with the real estate brokers involved with the Second Amendment of Lease, Landlord hereby agrees to make five (5) purchases from Tenant of custom suits or other items totaling Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) for each such purchase.

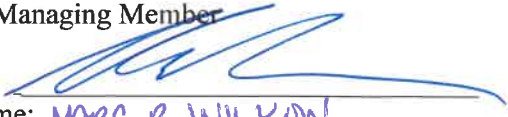
If the terms of this Side Letter Agreement are acceptable to you, please indicate your agreement and acceptance of this Side Letter Agreement by signing in the space indicated below.

Very truly yours,

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

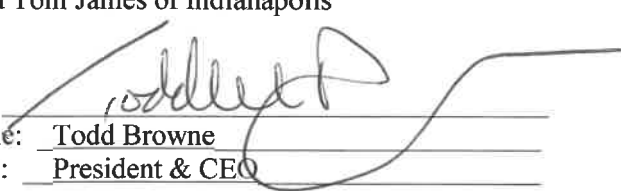
By: G&I IX MJW Lake Pointe JV LLC,
a Delaware limited liability company

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

By: 
Name: MARC R. WILKOW
Title: AUTHORIZED SIGNOR

Agreed and Accepted this ____ day of July, 2020.

TOM JAMES COMPANY,
a Tennessee corporation,
d/b/a Tom James of Indianapolis

By: 

Name: Todd Browne

Title: President & CEO

July 13, 2020

Tom James Company
Attn: Jane Thrasher
263 Seaboard Lane
Franklin, TN 37067

Tom James Company
8470 Allison Pointe Blvd., Suite 140
Indianapolis, Indiana 46250
Attn: Mr. Mark Metzgar

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If the terms of this Side Letter Agreement are acceptable to you, please indicate your agreement and acceptance of this Side Letter Agreement by signing in the space indicated below.

Very truly yours,

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: 

Name: MARC R WILKIN

Title: AUTHORIZED SIGNER

Agreed and Accepted this ____ day of July, 2020.

TOM JAMES COMPANY,
a Tennessee corporation,
d/b/a Tom James of Indianapolis

By: _____

Name: Todd Browne

Title: President & CEO

SECOND AMENDMENT OF LEASE

THIS SECOND AMENDMENT OF LEASE ("Amendment") is made to be effective as of the 20th day of July, 2020 by and between **G&I IX MJW LAKE POINTE III & IV LLC**, a Delaware limited liability company ("Landlord") and **TOM JAMES COMPANY**, a Tennessee corporation, d/b/a Tom James of Indianapolis ("Tenant").

RECITALS:

A. Landlord, as successor-in-interest to Sun Life Assurance Company of Canada and Lake Pointe Tenant LLC, and Tenant entered into that certain Office Lease dated January 20, 2010 as amended by First Amendment to Office Lease dated October 20, 2015 (as heretofore amended and assigned, the "Lease") demising to Tenant Suite 140 containing 4,139 square feet of rentable area (the "Premises") located in the office building known as "Lake Pointe III" located at 8470 Allison Pointe Boulevard, Indianapolis, Indiana (the "Building");

B. The Term of the Lease is scheduled to expire on October 31, 2020;

C. Landlord and Tenant desire to modify the Lease to provide for an extension of the Term, and to modify certain other terms of the Lease as hereinafter set forth.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed that:

1. **Extension of Lease Term.** The Term is hereby extended for a period commencing on November 1, 2020 (the "Extension Term Commencement Date") and continuing for a period of sixty-six (66) months until the "Extension Term Expiration Date" of April 30, 2026 (the period between the Extension Term Commencement Date and the Extension Term Expiration Date, the "Extension Term"). Notwithstanding anything to the contrary, there are no applicable renewal or extension options to extend the term beyond the Extension Term.

Landlord grants to Tenant an option to extend the Extension Term for one (1) additional period of five (5) years commencing at the expiration of the Extension Term, upon the same terms and conditions as herein set forth, provided that Tenant shall not be in default of any of Tenant's obligations under this Lease at the time such option is to be exercised. Should Tenant elect to exercise this option to extend, Tenant shall do so by written notice to Landlord at least twelve (12) months prior to the scheduled expiration of the Extension Term. The Base Rent for the additional term shall be at the then prevailing market rates.

2. **Rent Payment Modifications.**

A. Notwithstanding anything to the contrary, Base Rent for the months of April, May and June 2020 shall be abated.

B. The monthly installments of Base Rent for the Extension Term shall be payable as follows:

<u>Period</u>	<u>Rate/sf</u>	<u>Monthly Base Rent</u>
11/01/2020 – 01/31/2021	\$0.00	\$0.00
02/01/2021 – 10/31/2021	\$22.50	\$7,760.63
11/01/2021 – 10/31/2022	\$23.00	\$7,933.08
11/01/2022 – 10/31/2023	\$23.52	\$8,112.44
11/01/2023 – 10/31/2024	\$24.05	\$8,295.25
11/01/2024 – 10/31/2025	\$24.59	\$8,481.50
11/01/2025 – 04/30/2026	\$25.14	\$8,671.21

- C. Effective as of the Extension Term Commencement Date, the Base Year with respect to the Premises shall be the calendar year 2020. Notwithstanding anything to the contrary, if the Building is less than ninety-five percent (95%) occupied during any portion of a Comparison Year, Landlord shall make an appropriate adjustment to the variable components of Operating Expenses for such year, employing sound accounting and management principles, to determine the amount of Operating Expenses that would have been paid had the Building been ninety-five percent (95%) occupied.

3. **Condition of Premises.** Tenant is currently in possession of the Premises and acknowledges and agrees that the Premises are currently in good condition and repair and has accepted the same "as-is" and "with all faults", without any representations or warranties of any kind (including, without limitation, any express or implied warranties of merchantability, fitness or habitability). Landlord will have no obligation to perform any leasehold improvements to the Premises.

Landlord shall provide up to One Hundred Twenty Four Thousand One Hundred Seventy and 00/100 Dollars (\$124,170.00) to be used by Tenant for improvements to the Premises which shall be approved by Landlord in writing prior to commencement and which shall be completed in accordance with the terms and conditions of the Lease, including without limitation those set forth in Section 5.1 of the Lease (the "Tenant Allowance"). Tenant shall pay Landlord a construction management fee equal to three percent (3.0%) of the construction costs incurred to complete any such improvements, which may be offset or deducted from the Tenant Allowance. Any costs incurred by Tenant to complete such improvements in excess of the Tenant Allowance shall be the sole responsibility of Tenant. Tenant may, at its option, use up to Ninety Three Thousand One Hundred Twenty Seven and 50/100 Dollars (\$93,127.50) of the Tenant Allowance to pay for wiring, furniture, fixtures and equipment, relocation expenses or other business related expenses.

4. **Insurance.** Section 7.5 of the Lease is hereby amended and restated as follows:

"7.5. **Tenant's Insurance.** Tenant shall obtain and keep in full force and effect at all times during the Lease Term the following insurance coverages relating to the Premises:

(a) **Commercial General Liability.** Insurance against loss or liability in connection with bodily injury, death, or property damage or destruction, occurring on or about the Premises under one or more policies of commercial general liability insurance. Each policy shall be written on an occurrence basis and contain coverage acceptable to Landlord. Each policy shall specifically include the Premises and all areas, including sidewalks and corridors, adjoining or appurtenant to the Premises. The insurance coverage shall be in an initial amount,

with no deductible, of not less than \$1.0 million per occurrence limit, \$2.0 million general aggregate limit per location, \$2.0 million personal and advertising limit, and \$1.0 million damage to premises rented to you, with an Excess Limits (Umbrella) Policy in the amount of at least \$1.0 million per occurrence and \$1.0 million aggregate. Each policy shall also include the broad form comprehensive general liability endorsement or equivalent and, in addition, shall provide at least the following extensions or endorsements, if available: (1) coverage for explosion, collapse, and underground damage hazards, when applicable; (2) personal injury coverage to include liability assumed under any contract; (3) a cross liability or severability of interest extension or endorsement or equivalent so that if one insured files a claim against another insured under the policy, the policy affords coverage for the insured against whom the claim is made as if separate policies had been issued; (4) a knowledge of occurrence extension or endorsement so that knowledge of an occurrence by the agent, servant, or employee of the insured shall not in itself constitute knowledge by the insured, unless a managing general partner or an executive officer, as the case may be, shall have received the notice from the agent, servant, or employee; (5) a notice of occurrence extension or endorsement so that if the insured reports the occurrence of an accident to its workers' compensation carrier and the occurrence later develops into a liability claim, the failure to report the occurrence immediately to each or any other company when reported to the workers' compensation carrier shall not be deemed a violation of the other company's policy conditions; (6) an unintentional errors and omissions extension or endorsement so that failure of the insured to disclose hazards existing as of the inception date of the policy shall not prejudice the insured as to the coverage afforded by the policy, provided the failure or omission is not intentional; and (7) a blanket additional insured extension or endorsement or equivalent providing coverage for unspecified additional parties as their interest may appear with the insured.

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

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

(d) Workers' Compensation. Workers' compensation insurance in the amount required by law and employer's liability coverage of at least \$500,000 bodily injury per accident, \$500,000 for bodily injury by disease for each employee, and \$500,000 bodily injury disease aggregate and covering all persons employed, directly or indirectly, in connection with Tenant's business or the Tenant improvements or any future alterations.

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

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

(g) Waivers of Recovery and Subrogation. Landlord and Tenant each expressly waive and release claims (and claim amount recovered) that they may have against the other or the other's employees, agents, or contractors for damage to its properties and loss of business (specifically including loss of rent by Landlord and business interruption by Tenant) as a result of the acts or omissions of the other party or the other party's employees, agents, or contractors (specifically including the negligence of either party or its employees, agents, or contractors and the intentional misconduct of the employees, agents, or contractors of either party), which claims are covered by the workers' compensation, employer's liability, property, rental income, business income, or extra expense insurance described in this Lease (or which would have been covered had the insurance required to be maintained hereunder been in full force and effect), or other property insurance that either party may carry at the time of an occurrence (and claim amount recovered). Landlord and Tenant shall each, on or before the earlier of the Lease Commencement Date or the date on which Tenant first enters the Premises for any purpose, obtain and keep in full force and effect a waiver of subrogation from its insurer concerning the workers' compensation, employer's liability, property, rental income, and business interruption insurance maintained by it for the Project and the property located in the Project.

Landlord shall not be responsible for, and Tenant releases and discharges Landlord and its agents (including its property management company) and employees from, and Tenant further waives any right of recovery from Landlord and its agents (including the property management company) and employees for, any loss for or from business interruption or loss of use of the Premises suffered by Tenant in connection with Tenant's use or occupancy of the Premises, TO THE EXTENT SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF LANDLORD.

All insurance policies required of Tenant under this Lease shall be: (1) in form reasonably satisfactory to Landlord; (2) written with insurance companies reasonably satisfactory to Landlord and having a policyholder rating of at least "A-" and a financial size category of at least "Class VIII" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies, and authorized to engage in the business of insurance in the State in which the Project is located; and (3) primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance required of Tenant. LANDLORD, ITS MEMBERS, MANAGERS, PARENT, AFFILIATES, SUBSIDIARIES AND RESPECTIVE SUCCESSORS AND ASSIGNS, AND ITS PROPERTY MANAGER AND ANY OTHER PARTIES DESIGNATED BY LANDLORD FROM TIME TO TIME (COLLECTIVELY THE "ADDITIONAL INSUREDS") SHALL BE NAMED AS ADDITIONAL INSURED ON

EACH OF SAID POLICIES (EXCLUDING THE WORKER'S COMPENSATION POLICY). EACH OF SAID POLICIES SHALL ALSO INCLUDE AN ENDORSEMENT PROVIDING THAT LANDLORD SHALL RECEIVE THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF ANY CANCELLATION, NONRENEWAL OR REDUCTION OF COVERAGE (EXCEPT THAT TEN (10) DAYS' NOTICE SHALL BE SUFFICIENT IN THE CASE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM). Regardless of carrier/agent notification to Landlord, Tenant shall provide Landlord with at least ten (10) days prior notice of any policy cancellation or material reduction in coverage limits or coverage amounts, with respect to any policy required of Tenant under this Lease. The minimum limits of insurance specified in this Section shall in no way limit or diminish Tenant's liability under this Lease. Tenant shall furnish to Landlord, not less than fifteen (15) days before the date the insurance is first required to be carried by Tenant, and thereafter at least fifteen (15) days before the expiration of each policy, true and correct photocopies of all insurance policies required under this article, together with any amendments and endorsements to the policies, evidence of insurance (on ACORD 25, ACORD 28 or other form acceptable to Landlord), and such other evidence of coverages as Landlord may reasonably request, and evidence of payment of all premiums and other expenses owed in connection with the policies. Any minimum amount of coverage specified in this Section shall be subject to increase at any time after commencement of the third full year of the Lease Term upon agreement of the parties, such agreement not being unreasonably withheld. . Within thirty (30) days of agreement by the parties, Tenant shall furnish Landlord with evidence of the increased coverage. In the event of failure by Tenant to maintain the insurance policies and coverages required by this Lease or to meet any of the insurance requirements of this Lease, Landlord, at its option, and without relieving Tenant of its obligations hereunder, may obtain said insurance policies and coverages or perform any other insurance obligation of Tenant, but all costs and expenses incurred by Landlord in obtaining such insurance or performing Tenant's insurance obligations shall be reimbursed by Tenant to Landlord, together with interest on same from the date any such cost or expense was paid by Landlord until reimbursed by Tenant, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of this Lease is subject."

5. **Signage.** The following is hereby added to the end of Section 6.1(c): "Notwithstanding anything to the contrary, subject to Tenant obtaining Landlord's approval and all applicable permitting, zoning and ordinance approvals, Tenant may install a new exterior sign on the Building and a monument panel sign panel in the locations approved by Landlord. Tenant agrees, at its sole expense, to (i) maintain any permitted sign in good state of repair, and (ii) upon expiration of the Term, promptly remove such signs and repair any damage to the Premises or Building."

6. **Notices.**

A. Landlord's mailing address for notices set forth in the Lease is hereby deleted and replaced with the following in lieu thereof:

Landlord:

G&I IX MJW Lake Pointe III & IV LLC
c/o M & J Wilkow Properties, LLC

20 South Clark Street, Suite 3000
Chicago, Illinois 60603
Attention: Marc R. Wilkow, President

With a copy to:

G&I IX MJW Lake Pointe III & IV LLC
c/o DRA Advisors, LLC
220 East 42nd Street, 27th Floor
New York, New York 10017
Attn: Lease Administrator

and to the Building Manager:

M&J Wilkow Properties, LLC
Attn: General Manager
10401 N. Meridian Street, Suite 124
Indianapolis, IN 46290

B. Landlord's mailing address for payment set forth in the Lease is hereby deleted and replaced with the following in lieu thereof:

G&I IX MJW Lake Pointe III & IV LLC
c/o M & J Wilkow Properties, LLC
Attn: Accounting Manager
20 South Clark Street, Suite 300
Chicago, IL 60603

7. **Rules and Regulations.** The Rules and Regulations attached to the Lease as Exhibit E are hereby amended and restated in their entirety and replaced with **Exhibit A** attached to this Amendment in lieu thereof.

8. **Brokers.** Tenant and Landlord each represent and warrant to the other that it has not dealt with any real estate broker or consultant in connection with this Amendment other than Kevin Gillihan of Jones Lang LaSalle Brokerage, Inc. ("Landlord's Broker") and Dave Moore of Cushman & Wakefield ("Tenant's Broker"). Each party represents and warrants to the other party that, insofar as it knows, no broker or other person, other than Landlord's Broker and Tenant's Broker, is entitled to any commission or fee in connection with the transactions contemplated by this Amendment. Each party shall indemnify and hold harmless the other party against any loss, liability, damage or claim incurred by reason of any commission or fee alleged to be payable to anyone, other than Landlord's Broker or Tenant's Broker, because of any act, omission or statement of the indemnifying party. Such indemnity obligation shall be deemed to include payment of reasonable attorneys' fees and court costs incurred in defending any such claim and shall survive the cancellation, termination or expiration of the Term of the Lease.

8. **Miscellaneous.**

(a) Any capitalized term used and not otherwise defined herein shall have the same meaning ascribed to it in the Lease.

(b) This Amendment shall be governed by and construed in accordance with the internal laws of the State of Indiana. If any provision of this Amendment or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Amendment and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. The captions, headings, and titles contained in this Amendment are solely for convenience of reference and shall not affect its interpretation. This Amendment shall be construed without regard to any presumption or other rule requiring construction against the party causing this Amendment to be drafted. All prior representations, undertakings, and agreements by or between the parties with respect to the subject matter of this Amendment are merged into, and expressed in, this Amendment, and any and all prior representations, undertakings, and agreements by and between such parties with respect thereto hereby are cancelled.

(c) Except as required by applicable law, regulation or legal process, Tenant shall not disclose, publish or disseminate any terms or provisions of this Amendment and shall keep same strictly confidential. In the event of a breach of this subparagraph, such breach shall constitute an event of default by Tenant and Landlord shall have the right to exercise such rights and remedies available to Landlord at law or in equity and the rights and remedies of Landlord as provided in the Lease.

(d) Tenant hereby acknowledges that: to Tenant's best knowledge, and without further inquiry, no default has been committed by Landlord and no condition currently exists which with the passage of time could rise to a default; and Tenant has no existing claims against Landlord.

(e) Except as amended by the terms of this Amendment, all of the terms, covenants and conditions of the Lease, and the rights and obligations of the Landlord and Tenant thereunder shall remain in full force and effect and hereby are ratified and affirmed. In the event of any inconsistency between the terms of the Lease and this Amendment, the terms of this Amendment shall govern and control. This Amendment shall be binding upon and inure to the benefit of Landlord, Tenant and their respective successors and permitted assigns.

(f) This Amendment may be executed in facsimile or other counterparts by the Landlord and Tenant, each of which counterpart shall constitute an original and all of which, taken together, shall constitute one and the same instrument. Each person executing this Amendment on behalf of a party represents and warrants that it has the full power, authority and legal right to execute and deliver this Amendment on behalf of such party and that this Amendment constitutes the legal, valid and binding obligations of such party, its representatives, successors and assigns, enforceable against such party or parties in accordance with its terms.

[Remainder of page intentionally blank; signatures on following page(s)]

The parties have executed this Amendment by their duly authorized officers, as of the date first above written.

LANDLORD:

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

By: 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

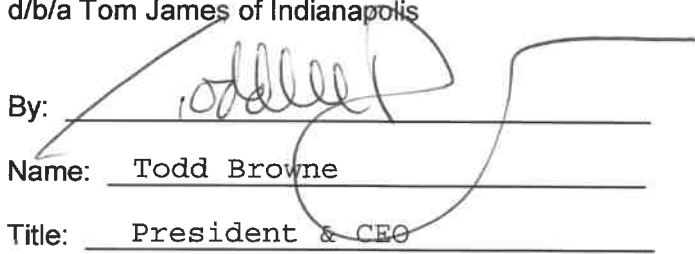
By: 

Name: MARC R WILKIN

Title: AUTHORIZED SIGNOR

TENANT:

TOM JAMES COMPANY,
a Tennessee corporation,
d/b/a Tom James of Indianapolis

By: 

Name: Todd Browne

Title: President & CEO

EXHIBIT A

Rules and Regulations

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, concourses, ramps, parking facilities, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or used by Tenant or the employees, agents, visitors or business of Tenant for any purpose other than ingress and egress to and from the Premises and for delivery of merchandise and equipment in prompt and efficient manner, using elevators, and passageways designated for such delivery by Landlord.

2. No air-conditioning units, fans or other projections shall be attached to the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises or Building, without the prior written consent of Landlord. All curtains, blinds, shades, screens or other fixtures must be of a quality type, design and color, and attached in the manner approved by Landlord. All electrical fixtures hung in offices or spaces along the perimeter of the Premises must be of a quality type, design and bulb color approved by Landlord unless the prior consent of Landlord has been obtained for other lighting.

3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any Tenant on any part of the outside of the Premises or Building or on the inside of the Premises if the same can be seen from the outside of the Premises without the prior written consent of Landlord. In the event of the violation of the foregoing by Tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to the Tenant or Tenants violating this rule. Interior signs on doors and the directory shall be inscribed, painted or affixed for each Tenant by Landlord at the expense of such Tenant, and shall be of a standard size, color and style acceptable to Landlord.

4. The exterior windows and doors that reflect or admit light and air into the Premises or the halls, passageways or other public places in the Building, shall not be covered or obstructed by any Tenant, nor shall any articles be placed on the windowsills. No showcases or other articles shall be put in front or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules, nor shall any article obstruct any HVAC supply or exhaust without the prior written consent of Landlord.

5. The electrical and mechanical closets, water and wash closets, drinking fountains and other plumbing, communications, electrical and mechanical fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, coffee grounds, acids or other substances shall be deposited therein. Landlord shall have sole power to direct where and how telephone and other wires are to be introduced. No boring or cutting for wires is to be allowed without the consent of Landlord. The location of communication equipment affixed to the Premises shall be subject to the approval of Landlord. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose employees, agents, assignees, sublessees, invitees or licensees, shall have caused the same. No person shall waste water by interfering or tampering with the faucets or otherwise.

6. No portion of the Premises or the Building shall be used or occupied at any time for manufacturing, for the storage of merchandise, for the sale of merchandise, goods or property of any kind at auction or otherwise or as sleeping or lodging quarters.

7. Tenant, any Tenant's servants, employees, agents, visitors or licensees, shall not at any time bring or keep upon the Premises any inflammable, combustible caustic, poisonous or explosive fluid, chemical or substance.

8. No bicycles, vehicles or animals of any kind (other than "service dog" as defined under the Americans with Disability Act), shall be brought into or kept by any Tenant in or about the Premises or the Building.

9. Landlord shall have the right to prohibit any advertising by any Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising. In no event shall Tenant, without the prior written consent of Landlord, use the name of the Building or use pictures or illustrations of the Building.

10. Any person in the Building will be subject to identification by employees and agents of Landlord. All persons in or entering Building shall be required to comply with the security policies of the Building. Tenant shall keep doors to unattended areas locked and shall otherwise exercise reasonable precautions to protect property from theft, loss or damage. Landlord shall not be responsible for the theft, loss or damage of any property.

11. No additional locks or bolts of any kind shall be placed on any door in the Building or the Premises and no lock on any door therein shall be changed or altered in any respect without the consent of Landlord. Landlord shall furnish two (2) keys for each lock on exterior doors to the Premises and shall, on Tenant's request and at Tenant's expense, provide additional duplicate keys. All keys, including keys to storerooms and bathrooms, shall be returned to Landlord upon termination of this Lease. Landlord may at all times keep a pass key to the Premises. All entrance doors to the Premises shall be left closed at all times and left locked when the Premises are not in use.

12. Tenant shall give immediate notice to Landlord in case of theft, unauthorized solicitation, or accident in the Premises or in the Building or of defects therein or in any fixtures or equipment, or of any known emergency in the Building.

13. No freight, furniture or bulky matter of any description will be received into the Building or carried into the elevators except in such a manner, during such hours and using such elevators and passageways as may be approved by Landlord, and then only upon having been scheduled at least two (2) working days prior to the date on which such service is required. Any hand trucks, carryalls, or similar appliances used for the delivery or receipt of merchandise or equipment shall be equipped with rubber tires, side guards and such other safeguards as Landlord shall require.

14. Tenant, or the employees, agents, servants, visitors or licensees of Tenant shall not at any time place, leave or discard any rubbish, paper, articles, or objects of any kinds whatsoever outside the doors of the Premises or in the corridors or passageways of the Building.

15. Tenant shall not make excessive noises, cause disturbances or vibrations or use or operate any electrical or mechanical devices that emit excessive sound or other waves or disturbances or create obnoxious odors, any of which may be offensive to the other tenants and occupants of the Building, or that would interfere with the operation of any device, equipment, radio, television broadcasting or reception from or within the Building or elsewhere and shall not

place or install any projections, antennas, aerials or similar devices inside or outside of the Premises or on the Building without Landlord's prior written approval.

16. Tenant shall comply with all applicable federal, state and municipal laws, ordinances and regulations, insurance requirements and building rules and regulations and shall not directly or indirectly make any use of the Premises which may be prohibited by any of the foregoing or which may be dangerous to persons or property or may increase the cost of insurance or require additional insurance coverage.

17. Tenant shall not serve, nor permit the serving of alcoholic beverages in the Premises unless Tenant shall have procured Host Liquor Liability Insurance, issued by companies and in amounts reasonably satisfactory to Landlord, naming Landlord as an additional party insured.

18. Canvassing, soliciting and peddling in the Building is prohibited and Tenant shall cooperate to prevent the same.

19. Except as otherwise explicitly permitted in its Lease, Tenant shall not do any cooking, conduct any restaurant, luncheonette or cafeteria for the sale or service of food or beverages to its employees or to others, install or permit the installation or use of any food, beverage, cigarette, cigar or stamp dispensing machines or permit the delivery of any food or beverage to the Premises, except by such persons delivering the same as shall be approved by Landlord.

20. Tenant shall at all times keep the Premises neat and orderly.

21. Tenant shall not allow its employees to loiter in the common areas of the Building.

22. **SMOKING (INCLUDING VAPING) IS PROHIBITED** anywhere within the Building, including each tenant's private office suite or any Common Area (i.e., hallways, corridors, lobbies, restrooms, elevators, vestibules, stairwells or loading docks), and, in addition, **SMOKING (INCLUDING VAPING) IS PROHIBITED** in areas exterior to the Building which are within 30 feet of any entrance or loading dock to the Building or otherwise not within any designated smoking areas located on the Land. **THE USE OF MARIJUANA IS PROHIBITED** anywhere on the Land, including within the Building, any Common Area or the Parking Facilities.

23. Tenant shall not maintain armed security in or about the Premises nor possess any weapons, explosives, combustibles or other hazardous devices in or about the Building and/or Premises.

24. Landlord shall have the absolute right at all times, including an emergency situation, to limit, restrict, or prevent access to the Building in response to an actual, suspected, perceived or publicly or privately announced health or security threat.

25. Landlord reserves the right at any time to take one elevator out of service from Tenant's exclusive use by management in servicing the Building.

26. No electric heaters or electric fans are allowed on the Premises without the prior written consent of Landlord.

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