FIRST AMENDMENT TO OFFICE LEASE

THIS FIRST AMENDMENT TO OFFICE LEASE (this "First Amendment"), is made and entered into as of the day of <u>October</u>, 2015 ("Effective Date"), by and between LAKE POINTE TENANT LLC, a Delaware limited liability company, as successor-in-interest to Lake Pointe Fee Owner LLC, an Indiana limited liability company, under that certain Master Lease Agreement dated August 18, 2014 ("Landlord"), and TOM JAMES COMPANY, a Tennessee corporation, dba Tom James of Indianapolis ("Tenant").

RECITALS:

- A. SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian corporation, ("Original Landlord"), and Tenant entered into that certain Office Lease dated January 20, 2010 (the "Lease"), covering certain space designated therein, containing approximately 4,139 rentable square feet (the "Premises"), located on the 1st floor of an office building commonly known as Lake Pointe III and located at 8470 Allison Pointe Boulevard, Indianapolis, Indiana (the "Building"). Landlord is successor-in-interest to Original Landlord.
- B. Landlord and Tenant desire to extend the term of the Lease and further amend and modify the Lease, all on the terms and conditions of this First Amendment.

AGREEMENT:

In consideration of the sum of Ten Dollars (\$10.00), the mutual covenants and agreements contained herein and in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby amend and modify the Lease as follows:

- 1. <u>Recitals and Capitalized Terms</u>. 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 First Amendment.
- 2. <u>Extension of Lease Term</u>. The Term of the Lease is extended for a period of sixty (60) months (the "<u>Renewal Term</u>") commencing on November 1, 2015 (the "<u>Renewal Term Commencement Date</u>"), and ending on October 31, 2020, unless sooner terminated or extended pursuant to any other term or provision of the Lease.
- 3. <u>Base Rent</u>. Commencing on the Renewal Term Commencement Date, Base Rent payable by the Tenant shall be as follows:

<u>Months</u>	Rent Per <u>Month</u>	Annual <u>Rent</u>	Annual Rate p.r.s.f.
November 1, 2015 – October 31, 2016	\$6,812.10	\$81,745.25	\$19.75
November 1, 2016 – October 31, 2017	\$6,984.56	\$83,814.75	\$20.25
November 1, 2017 – October 31, 2018	\$7,157.02	\$85,884.25	\$20.75
November 1, 2018 – October 31, 2019	\$7,329.48	\$87,953.75	\$21.25
November 1, 2019 – October 31, 2020	\$7,501.94	\$90,023.25	\$21.75

4. <u>Base Year</u>. Effective on the Renewal Term Commencement Date, the Base Year with respect to the Premises shall be the calendar year 2015.

- 5. <u>Condition of the Premises</u>. Subject only to Landlord's obligations with respect to any Tenant Work as set forth in the Work Agreement attached hereto as <u>Exhibit A</u> and made a part hereof by this reference, Landlord has no obligation to improve 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 OCCUPYING THE 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.
- 6. Options. The Right of First Offer set forth in Section 11.21 of the Lease is hereby deleted in its entirety and is of no further force and effect. Tenant has no options under the Lease for renewal, extension, or expansion, rights to purchase the Building, or rights of first offer or rights of first refusal applicable to the Lease or the Premises.
- 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 of the Lease, 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 of the Lease 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, http://www.treas.gov/offices/eotffc/ofac/sdn/t1lsdn.pdf, 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, it 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 ten (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.
- 8. 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.

- 9. <u>Brokerage</u>. Except for DTZ which represents Landlord and Jones Lange LaSalle which represents Tenant (collectively, "<u>Broker</u>"), Tenant and Landlord each represent that it has not had dealings with a real estate broker, finder or other person with respect to this First Amendment in any manner. 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 First Amendment. Broker will be compensated by Landlord pursuant to the terms of a separate agreement between Landlord and Broker.
- 10. <u>Miscellaneous</u>. This First Amendment shall become effective only upon full execution and delivery of this First Amendment by Landlord and Tenant. This First Amendment contains the parties' entire agreement regarding the subject matter covered by this First Amendment, and supersedes all prior correspondence, negotiations, and agreements, if any, whether oral or written, between the parties concerning such subject matter. There are no contemporaneous oral agreements, and there are no representations or warranties between the parties not contained in this First Amendment. Except as modified by this First Amendment, the terms and provisions of the Lease are hereby ratified and reaffirmed and shall remain in full force and effect, and the Lease, as modified by this First Amendment, shall be binding upon and shall inure to the benefit of the parties hereto, their successors and permitted assigns.
- 11. <u>Counterclaims</u>. There exists no offsets, counterclaims or defenses of Tenant under the Lease against Landlord, and there exists 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.
- 12. Counterparts. This First 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 First Amendment may be executed by a party's signature transmitted by facsimile or email, and copies of this First 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 First Amendment as if it were an original signature page.
- 13. <u>Authority</u>. Tenant hereby represents and warrants that Tenant has full power and authority to enter into this First Amendment and that the undersigned officer is authorized to execute this First Amendment on behalf of Tenant.

[SIGNATURES ON FOLLOWING PAGE]

EXECUTED on the dates indicated below to be effective as of the date indicated above.

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

PH

By:

10/20/16

Name: STAYLEY A. ALTER

Title:

Executive Managing Director

Date:

TENANT:

TOM JAMES COMPANY, a Tennessee corporation, dba Tom James of Indianapolis

·By: (

Name: of Title:

751121

Date:

19010

EXHIBIT A

WORK AGREEMENT

LAKE POINTE TENANT LLC, a Delaware limited liability company, as successor-in-interest to Lake Pointe Fee Owner LLC, an Indiana limited liability company, under that certain Master Lease Agreement dated August 18, 2014 ("Landlord"), and TOM JAMES COMPANY, a Tennessee corporation, dba Tom James of Indianapolis ("Tenant"), covering certain Premises described in the First Amendment, which amends that certain Office Lease dated January 20, 2010 (together with all amendments, the "Lease"). The terms used in this Work Agreement that are defined in the First Amendment shall have the same meanings as provided in the First Amendment.

1. General.

- 1.1 <u>Purpose</u>. This Work Agreement sets forth the terms and conditions governing the design, permitting and construction of the tenant improvements ("<u>Tenant Work</u>") to be installed in the Premises.
- 1.2 Construction Representatives. Tenant acknowledges that Tenant has appointed Kathy Walls 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 in excess of one (1) business day, Tenant shall make available as an alternative Tenant Representative who shall have full period as an alternative Tenant Representative who shall have full power and authority to bind Tenant. Landlord has appointed ETIC YEUGY 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 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.

Allowances.

Allowance for Tenant Work. Tenant shall receive as a credit against the costs associated with the design and construction of the Tenant Work an amount up to \$66,224.00 ("Tenant Work Allowance"). 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 same. All costs of construction of the Tenant Work in excess of the Tenant Work Allowance shall be payable by Tenant. Except for the Rent Credit (as hereinafter defined), the Tenant Work Allowance shall be available to Tenant through the 30th day after the Effective Date of this First Amendment and, except for the Rent Credit, 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.

Notwithstanding the foregoing, provided Tenant has given Landlord prior written notice no later than 10 days following Substantial Completion of the Tenant Work, Tenant may elect to receive a credit against Base Rent in an amount not to exceed \$64,568.40 of any unused portion of the Tenant Work Allowance (the "Rent Credit"). The Rent Credit shall be applied, in 24 equal amounts, toward monthly payments of Base Rent, commencing with the first months, Base Rent due for the Premises during the Renewal Term following Substantial Completion of the Tenant Work.

- 2.2 Intentionally left blank.
- 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 Section 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 Section 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.

Design.

3.1 Tenant Plans.

- (a) 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.
- (b) 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.

The Space Plan and Construction Drawings and Specifications are collectively referred to in this Work Agreement as the "Tenant Plans."

3.2 Approvals by Landlord. The Space Plan and all Construction Drawings and Specifications for the Tenant Work shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld, except that Landlord shall have complete discretion with regard to granting or withholding approval of Construction Drawings and Specifications to the extent they impact the Building's structure or systems, affect future marketability of the Building or would be visible from the exterior of the Building or any Common Area within the Building. Any changes, additions or modifications that Tenant desires to make to the Construction Drawings and Specifications also shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld except as provided above for Building structure, system, marketability or appearance impact.

4. Pricing and Construction.

4.1 <u>Cost Estimate</u>. Following Landlord's selection of the general contractor and prior to the commencement of any Tenant Work, Landlord shall submit to Tenant a written estimate of the Cost of the Tenant Work (as defined in <u>Section 4.4</u> hereof) for all Tenant Work required by the Tenant Plans (the "<u>Cost Estimate</u>").

Within five business days of Landlord's submittal of the Cost Estimate to Tenant, Tenant shall either approve the estimate or disapprove specific items and submit to Landlord, for



approval, revisions to the Tenant Plans which reflect the deletion and/or substitution of such disapproved items. Any delay in the construction schedule resulting from such revisions to the Tenant Plans shall constitute a Tenant Delay (as hereinafter defined) pursuant to Section 6.3 below. Upon Tenant's written approval and receipt by Landlord of payment of costs above the Tenant Work Allowance, in accordance with Section 2.3, Landlord shall have the right to issue a Notice to Proceed to its selected general contractor and to purchase special installations requiring extended material delivery lead items as set forth on the Tenant Plans and to commence the construction of the items included in said Cost Estimate. Landlord and Tenant agree that the Cost Estimate represents Landlord's good faith estimate of the cost of the Tenant Work, but additional costs may occur.

- 4.2 <u>No Obligation of Landlord</u>. Until Tenant approves the estimate in writing and provides payment for costs above the Tenant Work Allowance, Landlord shall be under no obligation to construct the Tenant Work.
- 4.3 Commencement of Construction. Following Tenant's written approval of the Cost Estimate, Landlord's receipt of a building permit and other necessary government approvals and upon Tenant's payment of the total amount by which such Cost Estimate exceeds the Tenant Work Allowance and expenses for preparing the Tenant Plans in excess of the Tenant Design Allowance, if any, Landlord's contractor shall commence and diligently proceed with the construction of all of the Tenant Work, subject to delays beyond the reasonable control of Landlord or its contractor. Promptly upon the commencement of the Tenant Work, Landlord shall furnish Tenant with a construction schedule setting forth the projected completion dates therefor, including the general contractor's coordination of Tenant's direct-contract vendors, and showing the deadlines for any actions required to be taken by Tenant and the architect during such construction, and Landlord may, from time to time during the prosecution of the Tenant Work, modify or amend such schedule due to unforeseeable delays encountered by Landlord. Landlord shall make a reasonable effort to meet such schedule as the same may be modified or amended.
- 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; provided, however, in no event shall architectural fees exceed the amount provided for in Section 2.2 herein; (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 5% 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. <u>Change Orders.</u> 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 Construction Drawings and Specifications, Tenant shall provide Landlord with a request for a "<u>Proposal for Change</u>". 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

ten percent overhead and administration fee to Landlord by Tenant upon approval by Tenant of the Change Order cost and/or delay, if any.

6. <u>Substantial Completion</u>.

- General. Landlord shall use commercially reasonable efforts to Substantially Complete (as defined below) the Tenant Work as soon as commercially reasonable 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 the 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 <u>Substantial Completion</u>. "<u>Substantial Completion</u>" 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. 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 <u>Section 6.4</u>) 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 Construction Drawings and Specifications;
 - (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) Tenant's or Tenant's Agents interference with the general contractor's schedule;
 or

- (h) Any other Tenant-caused delay.
- 6.4 <u>Punch List</u>. Within ten days after Substantial Completion of the Tenant Work, Landlord and Tenant shall examine the Premises and shall agree on a final "Punch List" which shall specify the items of work that require correction, repair or replacement.
- 7. <u>Possession by Tenant</u>. Tenant's failure to provide Landlord with a "Punch List" within the foregoing ten days period, shall constitute an acknowledgement by Tenant that the Tenant Work has been completed to Tenant's satisfaction. If Tenant provides a Punch List within the required ten day period, Landlord agrees to correct and complete as soon as practicable any items outlined in the Punch List.
- 8. Removal of Tenant Work. 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 (as defined herein)), shall, at the election of Landlord, 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 All computer, telecommunications or other cabling, wiring and associated appurtenances (collectively, "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 the 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Work Agreement to be duly executed as of the date first written above.

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

PM Name: Title:

Date:

TENANT:

TOM JAMES COMPANY, a Tennessee corporation,

dba Tom James of Indianapolis

Name: Title: