

OFFICE LEASE

**LAKE POINTE IV
8520 ALLISON POINTE BLVD.
INDIANAPOLIS, INDIANA**

Landlord: Sun Life Assurance Company of Canada

Tenant: HighPoint Global, LLC

Date: May 28, 2013

CIA

This Lease consists of four parts:

Part I	Cover Sheet
Part II	Standard Lease Provisions
Part III	Additional Provisions (if any) and
Part IV	Exhibits

EXHIBIT A - Floor Plan of Premises
EXHIBIT B - Legal Description of Lot
EXHIBIT C - Landlord's Notice of Lease Term Dates
EXHIBIT D - Tenant Improvements
EXHIBIT E - Rules and Regulations

PART I

COVER SHEET

The terms listed below shall have the following meanings throughout this Lease:

DATE OF LEASE: May 31, 2013 the date on which Landlord has signed this Lease

LANDLORD: Sun Life Assurance Company of Canada, a Canadian corporation

TENANT: HighPoint Global, LLC,
an Indiana limited liability company

TENANT'S ADDRESS: 8520 Allison Pointe Boulevard
Indianapolis, Indiana 46250

MANAGER: Hokanson Companies, Inc.

MANAGER'S ADDRESS: 201 W. 103rd Street, Suite 400
Indianapolis, Indiana 46290

PREMISES: The area consisting of approximately 15,218 rentable square feet in Suite 305, as shown on Exhibit A attached hereto

BUILDING: The building in which the Premises are located, known as Lake Pointe IV with a street address of 8520 Allison Pointe Blvd., Indianapolis, Indiana, and consisting of a total of approximately 80,900 square feet of space

PROPERTY: The Building, other improvements and land (the "Lot"), a legal description of which is shown on Exhibit B attached hereto

TENANT'S PERCENTAGE: 18.81% (15,218 rentable square feet in the Premises divided by 80,900 rentable square feet in the Building)

PERMITTED USES: Office purposes and claims processing (which does not include call centers, high density users and the like).

TENANT IMPROVEMENTS: See Exhibit D attached hereto

SCHEDULED COMMENCEMENT DATE: Ninety (90) days following full Lease execution (subject to Section 2.2).

TERM: Sixty (60) full calendar months

BASE RENT: Tenant shall pay Base Rent for the Premises in accordance with the following schedule:

Months	Rent Per Month	Annual Rent p.r.s.f.
1-12	\$ 22,192.92	\$ 17.50
13-24	\$ 22,636.78	\$ 17.85
25-36	\$ 23,080.63	\$ 18.20
37-48	\$ 23,524.49	\$ 18.55
49-60	\$ 23,968.35	\$ 18.90

SECURITY DEPOSIT: \$0.00 (See Section 11.18)

LETTER OF CREDIT: \$68,354.19 (See Section 11.18)

**PUBLIC LIABILITY
INSURANCE AMOUNT:** \$3,000,000 combined single limit

BROKER: Hokanson Companies, Inc., for Landlord, and Cresa Indianapolis, for Tenant

GUARANTOR: None

TEMPORARY SPACE: Landlord agrees to permit Tenant to occupy other premises in the Building containing approximately 5,290 rentable square feet in Suite 110 and 2,583 rentable square feet in Suite 120, both on the 1st floor of the Building (the "Temporary Space") pursuant to, and on the terms and conditions set forth in, a separate License Agreements dated April 12, 2013 and May 16, 2013, respectively, between Landlord and Tenant.

TABLE OF CONTENTS OF STANDARD LEASE PROVISIONS

Page

ARTICLE I: PREMISES

1.1	<i>Premises</i>	
1.2	<i>Common Areas</i>	

ARTICLE II: TERM

2.1	<i>Commencement Without Tenant Improvements</i>	
2.2	<i>Commencement With Tenant Improvements</i>	

ARTICLE III: RENT

3.1	<i>Base Rent</i>	
3.2	<i>Additional Rent for Operating Expenses, Taxes, and Capital Costs</i>	

ARTICLE IV: DELIVERY OF PREMISES AND TENANT IMPROVEMENTS

4.1	<i>Condition of Premises</i>	
4.2	<i>Delay in Possession</i>	
4.3	<i>Delivery and Acceptance of Possession</i>	
4.4	<i>Early Occupancy</i>	

ARTICLE V: ALTERATIONS AND TENANT'S PERSONAL PROPERTY

5.1	<i>Alterations</i>	
5.2	<i>Tenant's Personal Property</i>	

ARTICLE VI: LANDLORD'S COVENANTS

6.1	<i>Services Provided by Landlord</i>	
6.2	<i>Repairs and Maintenance</i>	
6.3	<i>Quiet Enjoyment</i>	
6.4	<i>Insurance</i>	

ARTICLE VII: TENANT'S COVENANTS

7.1	<i>Repairs, Maintenance and Surrender</i>	
7.2	<i>Use</i>	
7.3	<i>Assignment; Sublease</i>	
7.4	<i>INDEMNITY</i>	
7.5	<i>Tenant's Insurance</i>	
7.6	<i>Payment of Taxes</i>	
7.7	<i>Environmental Assurances</i>	
7.8	<i>Americans With Disabilities Act</i>	

ARTICLE VIII: DEFAULT

8.1	<i>Default</i>	
8.2	<i>Remedies of Landlord and Calculation of Damages</i>	

ARTICLE IX: CASUALTY AND EMINENT DOMAIN

- 9.1 *Casualty*
- 9.2 *Eminent Domain*

ARTICLE X: RIGHTS OF PARTIES HOLDING SENIOR INTERESTS

- 10.1 *Subordination*
- 10.2 *Mortgagee's Consent*

ARTICLE XI: GENERAL

- 11.1 *Representations by Tenant*
- 11.2 *Notices*
- 11.3 *No Waiver or Oral Modification*
- 11.4 *Severability*
- 11.5 *Requests by Tenant*
- 11.6 *Estoppel Certificate and Financial Statements*
- 11.7 *Waiver of Liability*
- 11.8 *Execution; Prior Agreements and No Representations*
- 11.9 *Brokers*
- 11.10 *Successors and Assigns*
- 11.11 *Applicable Law and Lease Interpretation*
- 11.12 *Costs of Collection, Enforcement and Disputes*
- 11.13 *Holdover*
- 11.14 *Force Majeure*
- 11.15 *Limitation On Liability*
- 11.16 *Notice of Landlord's Default*
- 11.17 *Lease not to be Recorded*
- 11.18 *Security Deposit*
- 11.19 *Guaranty of Lease*

PART II STANDARD LEASE PROVISIONS

ARTICLE I PREMISES

1.1 Premises.

(a) *Demise of Premises.* This Lease (the "Lease") is made and entered into by and between Landlord and Tenant and shall become effective as of the Date of Lease. In consideration of the mutual covenants made herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, on all of the terms and conditions set forth in this Lease.

(b) *Intentionally Deleted.*

(c) *Access to Premises.* Landlord shall have reasonable access to the Premises, at any time during the Term, to inspect Tenant's performance hereunder and to perform any acts required of or permitted to Landlord herein, including, without limitation, (i) the right to make any repairs or replacements Landlord deems necessary, (ii) the right to show the Premises to prospective purchasers and mortgagees, and (iii) during the last nine (9) months of the Term, the right to show the Premises to prospective tenants. Landlord shall at all times have a key to the Premises, and Tenant shall not change any existing lock(s), nor install any additional lock(s) without Landlord's prior consent. Except in the case of any emergency, any entry into the Premises by Landlord shall be on reasonable advance notice to Tenant and without unreasonable disruption to or interference with the conduct of Tenant's business. Landlord acknowledges that Tenant is working with confidential information and may require that visitors may have to be escorted.

1.2 Common Areas. Tenant shall have the right to use, in common with other tenants, the Building's common lobbies, corridors, stairways, and elevators necessary for access to the Premises, and the common walkways and driveways necessary for access to the Building, the common toilets, corridors and elevator lobbies of any multi-tenant floor, and the parking areas for the Building ("Common Areas"). Tenant's use of the Building parking areas shall be on an unreserved, non-exclusive basis and solely for Tenant's employees and visitors. Landlord shall not be liable to Tenant, and this Lease shall not be affected, if any parking rights of Tenant hereunder are impaired by any law, ordinance or other governmental regulation imposed after the Date of Lease. If Landlord grants to any other tenant the exclusive right to use any particular parking spaces, then: (a) neither Tenant nor its visitors shall use such spaces; and (b) Landlord shall grant Tenant the exclusive right to use a proportionate number of parking spaces equivalent to Tenant's Percentage Interest. Use of the Common Areas shall be only upon such reasonable terms as are set forth at any time by Landlord for Tenant and other tenants of the Property generally. Landlord may at any time and in any manner make any changes, additions, improvements, repairs or replacements to the Common Areas that it considers desirable, provided that Landlord shall use reasonable efforts to minimize interference with Tenant's normal activities. Such actions of Landlord shall not constitute constructive eviction or give rise to any rent abatement or liability of Landlord to Tenant.

ARTICLE II TERM

2.1 Intentionally Deleted.

2.2 Commencement With Tenant Improvements. 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 Premises are offered by Landlord for occupancy following substantial completion of the Tenant Improvements 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 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 Premises with the intent to conduct business.

If Landlord is obligated to construct Tenant Improvements pursuant to Exhibit D, the dates upon which the Term shall commence and end shall be confirmed in Landlord's Notice of Lease Term Dates ("Notice"), substantially in the form attached as Exhibit C. Landlord shall deliver the Notice to Tenant after Landlord offers possession of the Premises to Tenant or Tenant enters into occupancy of the Premises. Tenant shall promptly return to Landlord a countersigned original of the Notice, provided that Landlord's failure to deliver the Notice shall not delay the Commencement Date.

ARTICLE III RENT

3.1 Base Rent.

(a) *Payment of Base Rent.* The first monthly installment of Base Rent and the Security Deposit are due upon Tenant's Lease execution. Tenant shall pay the Base Rent each month in advance on the first day of each calendar month during the Term. If the Commencement Date is other than the first day of the month, Tenant shall pay a proportionate part of such monthly installment on the Commencement Date. A proportionate adjustment in the Base Rent for the last month of the Term shall be made if the Term does not end on the last day of the month. All payments shall be made to Manager at Manager's Address or to such other party or to such other place as Landlord may designate in writing, without prior demand and without abatement, deduction or offset. All charges to be paid by Tenant hereunder, other than Base Rent, shall be considered additional rent for the purposes of this Lease, and the words "rent" or "Rent" as used in this Lease shall mean both Base Rent and additional rent unless the context specifically or clearly indicates that only Base Rent is referenced.

(b) *Late Payments.* Tenant acknowledges that the late payment by Tenant to Landlord of any rent or other sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to ascertain. Therefore, if any rent or other sum due from Tenant is not received when due, Tenant shall pay to Landlord no later than ten (10) calendar days after the rental due date an additional sum equal to 5% of such overdue payment. The foregoing late charge shall not apply to the first late payment in each consecutive 12 month period of the Term so long as Tenant makes the payment within 5 days of the date due; provided however, Landlord agrees to give Tenant one written notice in each calendar year and the late payment shall be waived so long as Tenant remits payment to Landlord within 5 days after the date of Landlord's notice thereof. In addition to such late charge, all such delinquent rent or other sums due to Landlord, including the late charge, shall bear interest beginning on the date such payment was due at the then maximum lawful rate permitted to be charged by Landlord. The notice and cure period provided in Paragraph 8.1(a) does not apply to the foregoing late charges and interest. If payments of any kind are returned for insufficient funds Tenant shall pay to Landlord an additional handling charge of \$50.00.

3.2 Additional Rent for Operating Expenses, Taxes, and Capital Costs.

(a) *Additional Rent.* For each Comparison Year, Tenant shall pay to Landlord as additional rent the sum of (1) the difference between Comparison Year Operating Expenses and the Base Year Operating Expenses, (2) the difference between the Comparison Year Taxes and the Base Year Taxes and (3) the Capital Costs, times Tenant's Percentage ("Tenant's Share of Expenses").

(b) *Definitions.* As used herein, the following terms shall have the following meanings:

(i) *Base Year.* Calendar year 2013.

(ii) *Comparison Year.* Each calendar year of the Term after the Base Year.

- (iii) *Lease Year.* Each successive 12 month period following the Commencement Date.
- (iv) *Operating Expenses.* The total cost of operation of the Property, including, without limitation, (1) premiums and deductibles for insurance carried with respect to the Property; (2) all costs of supplies, materials, equipment, and utilities used in or related to the operation, maintenance, and repair of the Property or any part thereof (including utilities, unless the cost of any utilities is to be paid for separately by Tenant pursuant to Paragraph 6.1(b)); (3) all labor costs, including without limitation, salaries, wages, payroll and other taxes, unemployment insurance costs, and employee benefits of employees directly involved in operation or management of the Property (and for any such employee who also is involved in management or operation of any other property, only a portion of such labor costs proportionate to the portion of such employee's time that is utilized in the management or operation of the Property shall be included as part of the Operating Expenses); (4) all maintenance, management, janitorial, inspection, legal (other than legal costs related to leases, agreements, disputes and/or litigation with other tenants or prospective tenants, other than legal costs which benefit the tenants of the Building generally, such as enforcing rules and regulations), accounting, and service agreement costs related to the operation, maintenance, and repair of the Property or any part thereof, including, without limitation, service contracts with independent contractors. Any of the above services may be performed by Landlord or its affiliates, provided that fees for the performance of such services shall be reasonable and competitive with fees charged by unaffiliated entities for the performance of such services in comparable buildings in the area. Operating Expenses shall not include Taxes, leasing commissions; repair costs paid by insurance proceeds or by any tenant or third party; the initial construction cost of the Building or any depreciation thereof; any debt service or costs related to sale or financing of the Property; any capital expenses, except those which normally would be regarded as operating, maintenance, or repair costs; tenant improvements provided for any tenant; or any special services rendered to tenants (including Tenant) for which a separate charge is made.
- (v) *Base Year Operating Expenses.* Operating Expenses incurred during the Base Year, provided that: (1) in the event that the Building is less than 95% occupied during the Base Year, then in determining the Base Year Operating Expenses, all Operating Expenses that may reasonably be determined to vary in accordance with the occupancy level of the Building, shall be grossed up to reflect 95% occupancy by multiplying the amount of such expenses by a fraction, the numerator of which is the total rentable square feet in the Building and the denominator of which is the average square feet in the Building that is occupied by tenants during the Base Year; and (2) if any extraordinary expenses are incurred during the Base Year which typically are not operations, maintenance, or repair costs of a stabilized property, as reasonably estimated by Landlord, then such expenses shall be excluded from the calculation of Operating Expenses during the Base Year.
- (vi) *Comparison Year Operating Expenses.* Operating Expenses incurred during the Comparison Year, provided that: (1) if the Building is less than 95% occupied during the Comparison Year, then in determining the

Comparison Year Operating Expenses, all Operating Expenses that may reasonably be determined to vary in accordance with the occupancy level of the Building, shall be grossed up to reflect 95% occupancy by multiplying the amount of such expenses by a fraction, the numerator of which is the total rentable square feet in the Building and the denominator of which is the average square feet in the Building that is occupied by tenants during the Comparison Year; and (2) if any extraordinary expenses are incurred during the Comparison Year which typically are not operations, maintenance, or repair costs of a stabilized property, as reasonably estimated by Landlord, then such expenses shall be excluded from the calculation of Operating Expenses for that Comparison Year.

- (vii) *Taxes.* Any form of assessment, rental tax, license tax, margin tax (including, without limitation, all taxes levied attributable to taxable margin), business license tax, levy, charge, tax or similar imposition imposed by any authority having the power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, library, drainage, or other improvement or special assessment district, as against the Property or any part thereof or any legal or equitable interest of Landlord therein, or against Landlord by virtue of its interest therein, and any reasonable costs incurred by Landlord in any proceedings for abatement thereof, including, without limitation, attorneys' and consultants' fees, and regardless of whether any abatement is obtained. Landlord's income and franchise taxes are excluded from Taxes, other than margin taxes.
- (viii) *Base Year Taxes.* Taxes incurred during the Base Year.
- (ix) *Comparison Year Taxes.* Taxes incurred during the Comparison Year.
- (x) *Capital Costs.* The annual cost of any capital improvements to the Property made by Landlord after the Base Year that are designed to increase safety, to reduce Operating Expenses, or to comply with any governmental law or regulation imposed after initial completion of the Building, amortized over such period as is customary for similar first class buildings in the area as reasonably determine, together with a fixed annual interest rate equal to the Prime Rate plus 2% on the unamortized balance. The Prime Rate shall be the prime rate published in the Wall Street Journal on the date the construction is completed.

(c) *Estimate of Tenant's Share of Expenses.* Before each Comparison Year, and from time to time as Landlord deems appropriate, Landlord shall give Tenant estimates for the coming Comparison Year of Operating Expenses, Taxes, Capital Costs, and Tenant's Share of Expenses. Landlord shall make reasonable efforts to provide estimates fifteen (15) days before the beginning of each Comparison Year. Tenant shall pay one twelfth (1/12) of the estimated amount of Tenant's Share of Expenses with each monthly payment of Base Rent during the Comparison Year. Each Comparison Year, Landlord shall give Tenant a statement (the "Share of Expenses Statement") showing the Operating Expenses, Taxes, and Capital Costs for the prior Comparison Year, a calculation of Tenant's Share of Expenses due for the prior Comparison Year and a summary of amounts already paid by Tenant for the prior Comparison Year. Landlord shall make reasonable efforts to provide the Share of Expenses Statement within one hundred twenty (120) days after the end of the prior Comparison Year. Any underpayment by Tenant shall be paid to Landlord within thirty (30) days after delivery of the Share of Expenses Statement; any overpayment shall be credited against the next installment of Base Rent due, provided that any overpayment shall be paid to Tenant within thirty (30) days if the Term has ended. No delay by Landlord in providing any Share of Expenses Statement shall be deemed a waiver of Tenant's obligation to pay Tenant's

Share of Expenses. Notwithstanding anything contained in this paragraph, the total rent payable by Tenant shall in no event be less than the Base Rent.

ARTICLE IV DELIVERY OF PREMISES AND TENANT IMPROVEMENTS

4.1 **Condition of Premises.** Landlord shall deliver the Premises to Tenant in its "as-is" condition unless Landlord is required to construct tenant improvements pursuant to and in accordance with the terms set forth in Exhibit D of this Lease ("Tenant Improvements"). If Landlord is required to construct Tenant Improvements, such Tenant Improvements shall become and remain the property of Landlord.

4.2 **Delay in Possession.** If Landlord is required to construct Tenant Improvements pursuant to Exhibit D, and Landlord is unable to deliver possession of the Premises to Tenant on or before the Scheduled Commencement Date for any reason whatsoever, Landlord shall not be liable to Tenant for any loss or damage resulting therefrom and this Lease shall continue in full force and effect.

4.3 **Delivery and Acceptance of Possession.** Tenant shall accept possession and enter in good faith occupancy of the entire Premises and commence the operation of its business therein within thirty (30) days after the Commencement Date. Tenant's taking possession of any part of the Premises shall be deemed to be an acceptance and an acknowledgment by Tenant that (i) Tenant has had an opportunity to conduct, and has conducted, such inspections of the Premises as it deems necessary to evaluate its condition, (ii) except as otherwise specifically provided herein, Tenant accepts possession of the Premises in its then existing condition, "as-is", including all patent and latent defects, (iii) Tenant Improvements have been completed in accordance with the terms of this Lease, except for defects of which Tenant has given Landlord written notice prior to the time Tenant takes possession, and (iv) neither Landlord, nor any of Landlord's agents, has made any oral or written representations or warranties with respect to such matters other than as set forth in this Lease and other than with respect to latent defects pertaining to the Tenant Improvements that are brought to Landlord's attention by Tenant in writing within 12 months of the Commencement Date to the extent such latent defects are covered under warranty.

4.4 **Early Occupancy.** If Landlord agrees in writing to allow Tenant or its contractors to enter the Premises prior to the Commencement Date, Tenant (and its contractors) shall do so upon all of the provisions of this Lease (including Tenant's obligations regarding indemnity and insurance), except those provisions regarding Tenant's obligation to pay Base Rent, which obligation shall commence on the Commencement Date.

ARTICLE V ALTERATIONS AND TENANT'S PERSONAL PROPERTY

5.1 Alterations.

(a) *Landlord's Consent.* Tenant shall not make any alterations, additions, installations, substitutes or improvements ("Alterations") in and to the Premises without first obtaining Landlord's written consent. Landlord shall not unreasonably withhold or delay its consent; provided, however, that Landlord shall have no obligation to consent to Alterations of a structural nature or Alterations that would violate the certificate of occupancy for the Premises or any applicable law, code or ordinance or the terms of any superior lease or mortgage affecting the Property. No consent given by Landlord shall be deemed as a representation or warranty that such Alterations comply with laws, regulations and rules applicable to the Property ("Laws"). Tenant shall pay Landlord's reasonable costs of reviewing or inspecting any proposed Alterations and any other costs that may be incurred by Landlord as a result of such Alterations.

(b) *Workmanship.* All Alterations shall be done at reasonable times in a first-class workmanlike manner, by contractors approved by Landlord, and according to plans and specifications previously approved by Landlord. All work shall be done in compliance with all Laws, and with all regulations of the Board of Fire Underwriters or any similar insurance body or bodies. Tenant shall be solely responsible for the effect of any Alterations on the Building's structure and systems, notwithstanding that Landlord has

consented to the Alterations, and shall reimburse Landlord on demand for any reasonable costs incurred by Landlord by reason of any faulty work done by Tenant or its contractors. Upon completion of Alterations, Tenant shall provide Landlord with a complete set of "as-built" plans.

(c) *Mechanics and Other Liens.* Tenant shall keep the Property and Tenant's leasehold interest therein free of any liens or claims of liens, and shall discharge any such liens within ten (10) days of their filing. Before commencement of any work, Tenant's contractor shall provide payment, performance and lien indemnity bonds required by Landlord, and Tenant shall provide evidence of such insurance as Landlord may require, naming Landlord as an additional insured. Tenant shall indemnify Landlord and hold it harmless from and against any cost, claim, or liability arising from any work done by or at the direction of Tenant.

(d) *Removal of Alterations.* All Alterations affixed to the Premises shall become part thereof and remain therein at the end of the Term. However, if Landlord gives Tenant notice, at least thirty (30) days before the end of the Term, to remove any Alterations, Tenant shall remove the Alterations, make any repair required by such removal, and restore the Premises to its original condition. Notwithstanding anything contained herein to the contrary, Landlord must notify Tenant in writing at the time of approval, if any approved Alteration will have to be removed at the end of the Lease Term.

5.2 Tenant's Personal Property.

(a) *In General.* Tenant may provide and install, and shall maintain in good condition, all trade fixtures, personal property, equipment, furniture and moveable partitions required in the conduct of its business in the Premises. All of Tenant's personal property, trade fixtures, equipment, furniture, movable partitions, and any Alterations not affixed to the Premises shall remain Tenant's property ("Tenant's Property").

(b) *Intentionally Deleted.*

(c) *Payment of Taxes.* Tenant shall pay before delinquency all taxes levied against Tenant's Property and any Alterations installed by or on behalf of Tenant. If any such taxes are levied against Landlord or its property, or if the assessed value of the Premises is increased by the inclusion of a value placed on Tenant's Property, Landlord may pay such taxes, and Tenant shall upon demand repay to Landlord the portion of such taxes resulting from such increase.

ARTICLE VI LANDLORD'S COVENANTS

6.1 Services Provided by Landlord.

(a) *Services.* Landlord shall provide services, utilities, facilities and supplies equal in quality to those customarily provided by landlords in buildings of a similar design in the area in which the Property is located. Landlord shall provide reasonable additional Building operation services upon reasonable advance request of Tenant at reasonable rates from time to time established by Landlord, advance notice of which rates shall be given to Tenant upon request. Landlord shall furnish space heating and cooling as normal seasonal changes may require to provide reasonably comfortable space temperature and ventilation for occupants of the Premises under normal business operation, daily from 8:00 a.m. to 6:00 p.m. (Saturdays from 9:00 a.m. to noon, but only upon prior written request which must be delivered on or before 3:00 p.m. of the preceding Thursday), Sundays and legal state holidays excepted. If Tenant shall require space heating or cooling outside the hours and days above specified, Landlord shall provide such service at Tenant's expense, not to exceed \$35 per hour for HVAC during the initial Term (subject to increase upon extension), in accordance with any reasonable advance notice requirements established from time to time by Landlord.

(b) *Separately Metered Utilities.* If the Premises are separately metered as of the Commencement Date, Tenant shall pay all charges for all separately metered and separately billed gas, electricity, telephone and other utility services used, rendered or supplied upon or in connection with the Premises and shall indemnify Landlord against liability or damage on such account.

The costs of any utilities which are not separately metered shall be included as an Operating Expense. If Landlord has reason to believe that Tenant is using a disproportionate share of any utility which is not separately metered, Landlord may, at Landlord's election, and at Landlord's expense, conduct an engineering audit to estimate Tenant's actual use. If such audit determines that Tenant is using substantially more than its proportionate share of any utility, Tenant shall reimburse Landlord for the cost of the audit and Tenant shall pay for any use above its proportionate share as additional rent or Landlord may require Tenant to install a separate meter (and a corresponding adjustment shall be made to the 2013 Base Year).

(c) *Graphics and Signs.* Landlord shall provide, at Tenant's expense, identification of Tenant's name and suite numerals at the main entrance door to the Premises. All signs, notices, graphics and decorations of every kind or character which are visible in or from the Common Areas or the exterior of the Premises shall be subject to Landlord's prior written approval, which Landlord shall have the right to withhold in its absolute and sole discretion.

(d) *Right to Cease Providing Services.* In case of Force Majeure or in connection with any repairs, alterations or additions to the Property or the Premises, or any other acts required of or permitted to Landlord herein, Landlord may reduce or suspend service of the Building's utilities, facilities or supplies, provided that Landlord shall use reasonable diligence to restore such services, facilities or supplies as soon as possible. No such reduction or suspension shall constitute an actual or constructive eviction or disturbance of Tenant's use or possession of the Premises. In the event the Landlord reduces or suspends services to the extent that the Premises are untenantable for more than five (5) consecutive business days, then rent shall be abated following such 5-day period for the period that the Premises remain untenantable.

6.2 Repairs and Maintenance. Landlord shall repair and maintain (i) the Common Areas, (ii) the structural portions of the Building, (iii) the exterior walls of the Building (including exterior windows and glazing), (iv) the roof, and (v) the basic plumbing, electrical, mechanical and heating, ventilating and air-conditioning systems serving the Premises, in the manner and to the extent customarily provided by landlords in similar buildings in the area. Tenant shall pay for such repairs as set forth in Paragraph 3.2. If any maintenance, repair or replacement is required because of any act, omission or neglect of duty by Tenant or its agents, employees, invitees or contractors, the reasonable cost thereof shall be paid by Tenant to Landlord as additional rent within thirty (30) days after billing.

6.3 Quiet Enjoyment. Upon Tenant's paying the rent and performing its other obligations, Landlord shall permit Tenant to peacefully and quietly hold and enjoy the Premises, subject to the provisions of this Lease.

6.4 Insurance. Landlord shall insure the Property, including the Building and Tenant Improvements and approved Alterations, if any, against damage by fire and standard extended coverage perils, and shall carry public liability insurance, all in such reasonable amounts as would be carried by a prudent owner of a similar building in the area. Landlord may carry any other forms of insurance as it or its mortgagee may deem advisable. Insurance obtained by Landlord shall not be in lieu of any insurance required to be maintained by Tenant. Landlord shall not carry any insurance on Tenant's Property, and shall not be obligated to repair or replace any of Tenant's Property.

6.5 INDEMNITY. LANDLORD, AT LANDLORD'S EXPENSE, SHALL DEFEND (WITH COUNSEL REASONABLY SATISFACTORY TO TENANT), INDEMNIFY AND HOLD HARMLESS TENANT AND TENANT'S AGENTS, EMPLOYEES, INVITEES, LICENSEES AND CONTRACTORS FROM AND AGAINST ANY THIRD-PARTY CLAIM, ACTION, LIABILITY OR DAMAGE OF ANY KIND ARISING FROM

ANY GROSSLY NEGLIGENT ACT OR OMISSION OF LANDLORD, ITS AGENTS, AND EMPLOYEES. THE OBLIGATIONS OF LANDLORD UNDER THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE. NOTHING IN THIS PARAGRAPH SHALL RELIEVE TENANT FROM, OR REQUIRE LANDLORD TO INDEMNIFY TENANT AGAINST, LIABILITY FOR DAMAGES TO PROPERTY OR INJURY TO PERSON CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR ITS AGENTS, EMPLOYEES OR CONTRACTORS.

ARTICLE VII TENANT'S COVENANTS

7.1 Repairs, Maintenance and Surrender.

(a) *Repairs and Maintenance.* Tenant shall keep the Premises in good order and condition, and shall promptly repair any damage to the Premises excluding glass in exterior walls. Tenant shall also repair any damage to the rest of the Property, including glass in exterior walls, if such damage is caused by Tenant's negligence or misuse caused by Tenant or its agents, employees, or invitees, licensees or independent contractors. All repairs shall be made in a workmanlike manner and any replacements or substitutions shall be of a quality, utility, value and condition similar to or better than the replaced or substituted item.

(b) *Surrender.* At the end of the Term, Tenant shall peaceably surrender the Premises in good order, repair and condition, except for reasonable wear and tear, and Tenant shall remove Tenant's Property and (if required by Landlord) any Alterations, repairing any damage caused by such removal and restoring the Premises and leaving them clean and neat. Any property not so removed shall be deemed abandoned and may be retained by Landlord or may be removed and disposed of by Landlord in such manner as Landlord shall determine. Tenant shall be responsible for reasonable costs and expenses incurred by Landlord in removing any Alterations and disposing of any such abandoned property, making any incidental repairs and replacements to the Premises, and restoring the Premises to its original condition.

7.2 Use.

(a) *General Use.* Tenant shall use the Premises only for the Permitted Uses, and shall not use or permit the Premises to be used in violation of any law or ordinance or of any certificate of occupancy issued for the Building or the Premises, or except as otherwise expressly provided in this Lease, of the Rules and Regulations. Tenant shall not cause, maintain or permit any nuisance in, on or about the Property, or commit or allow any waste in or upon the Property. Tenant shall not use utility services in excess of amounts reasonably determined by Landlord to be within the normal range of demand for the Permitted Uses.

(b) *Obstructions and Exterior Displays.* Tenant shall not obstruct any of the Common Areas or any portion of the Property outside the Premises, and shall not, except as otherwise previously approved by Landlord, place or permit any signs, decorations, curtains, blinds, shades, awnings, aerials or flagpoles, or the like, that may be visible from outside the Premises. If Landlord designates a standard window covering for use throughout the Building, Tenant shall use this standard window covering to cover all windows in the Premises.

(c) *Floor Load.* Tenant shall not place a load upon the floor of the Premises exceeding the load per square foot such floor was designed to carry, as determined by applicable building code.

(d) *Compliance with Insurance Policies.* Tenant shall not keep or use any article in the Premises, or permit any activity therein, which is prohibited by any insurance policy covering the Building, or would result in an increase in the premiums thereunder.

(e) *Rules and Regulations.* Tenant shall observe and comply with the rules and regulations attached as Exhibit E (the "Rules and Regulations"), and all modifications thereto as made by Landlord and put into effect from time to time. Landlord shall not be responsible to Tenant for the violation or non-performance by any other tenant or occupant of the Building of the Rules and Regulations.

7.3 Assignment; Sublease. Tenant shall not assign its rights under this Lease nor sublet the whole or any part of the Premises without Landlord's prior consent, which consent shall not be unreasonably withheld or delayed. In the event that Landlord grants such consent, Tenant shall remain primarily liable to Landlord for the payment of all rent and for the full performance of the obligations under this Lease and any excess rents collected by Tenant shall be paid to Landlord. Tenant shall be responsible for payment of all reasonable costs incurred by Landlord in connection with any such request for Landlord's consent to a proposed assignment or subletting, as provided in Paragraph 11.5. Any assignment or subletting which does not conform with this Paragraph 7.3 shall be void and a default hereunder.

In addition to, but not in limitation of, the foregoing: in the event of a request by Tenant for Landlord's consent to a proposed assignment of the Lease by Tenant or a proposed subletting of the Premises (or any portion thereof), Landlord, at Landlord's sole option, may in lieu thereof terminate the Lease in the case of a proposed assignment or cancel the Lease with respect to the area in question for the proposed term of such sublease. Landlord shall exercise any such option by written notice given to Tenant within thirty (30) days after Landlord's receipt of such request from Tenant, and in each case such termination or cancellation shall take effect as of the date set forth in Landlord's said notice, which shall be not less than sixty (60) days and not more than one hundred twenty (120) days after the date of Landlord's said notice. If Landlord exercises any such option to terminate or cancel the Lease, Tenant shall surrender possession of the portion of the Premises to which the termination or cancellation applies on or before the date set forth in Landlord's notice, in accordance with the provisions of this Lease relating to the surrender of the Premises at expiration of the Term. If the Lease is cancelled as to a portion of the Premises only, Base Rent after the date of such cancellation shall be abated on a pro-rata basis, as reasonably determined by Landlord, and Tenant's Percentage shall be proportionally reduced. Landlord's failure to exercise such option to terminate or cancel the Lease shall not be construed as Landlord's consent to the proposed assignment or subletting.

For purposes of this Paragraph 7.3, "assignment" shall include, without limitation: (i) any transfer of Tenant's interest in this Lease by operation of law; (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 (a) Tenant is the surviving entity in such transaction or (b) the owners of Tenant immediately prior to such transaction own more than fifty percent (50%) of the surviving entity following such transaction; (iii) the transfer or sale of a controlling interest in Tenant, whether by sale of its capital stock or otherwise; 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.

7.4 INDEMNITY. TENANT, AT TENANT'S EXPENSE, SHALL DEFEND (WITH COUNSEL REASONABLY SATISFACTORY TO LANDLORD), INDEMNIFY AND HOLD HARMLESS LANDLORD AND LANDLORD'S AGENTS, EMPLOYEES, INVITEES, LICENSEES AND CONTRACTORS FROM AND AGAINST ANY COST, CLAIM, ACTION, LIABILITY OR DAMAGE OF ANY KIND ARISING FROM (I) TENANT'S USE AND OCCUPANCY OF THE PREMISES OR THE PROPERTY, OR ANY ACTIVITY DONE OR PERMITTED BY TENANT, IN, ON OR ABOUT THE PREMISES OR THE PROPERTY, (II) ANY BREACH OR DEFAULT BY TENANT OF ITS OBLIGATIONS UNDER THIS LEASE, OR (III) ANY NEGLIGENT, TORTIOUS OR ILLEGAL ACT OR OMISSION OF TENANT, ITS AGENTS, EMPLOYEES OR CONTRACTORS. THE OBLIGATIONS OF TENANT UNDER THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE. NOTHING IN THIS PARAGRAPH SHALL RELIEVE LANDLORD FROM, OR REQUIRE TENANT TO INDEMNIFY LANDLORD AGAINST, LIABILITY FOR DAMAGES TO PROPERTY OR INJURY TO PERSON CAUSED BY THE NEGLIGENCE OR WILLFUL

MISCONDUCT OF LANDLORD OR ITS AGENTS, EMPLOYEES OR CONTRACTORS. ALL PROPERTY KEPT, STORED OR MAINTAINED IN THE PREMISES SHALL BE AT THE SOLE RISK OF TENANT.

7.5 Tenant's Insurance. Tenant shall maintain in responsible companies qualified to do business, in good standing in the state in which the Premises are located and otherwise reasonably acceptable to Landlord and at its sole expense the following insurance: (i) commercial general liability insurance covering the Premises insuring Landlord as well as Tenant with limits which shall, at the commencement of the Term, be at least equal to the Public Liability Insurance Amount and from time to time during the Term shall be for such higher limits, if any, as are customarily carried in the area in which the Premises are located with respect to similar properties, (ii) workers' compensation insurance with statutory limits covering all of Tenant's employees working in the Premises, (iii) property insurance insuring Tenant's Property for the full replacement value of such items and (iv) business interruption insurance. There shall be no deductible for liability policies and a deductible not greater than \$5,000 for property insurance policies. Tenant shall deposit promptly with Landlord certificates for such insurance, and all renewals thereof, bearing the endorsement that the policies will not be canceled until after thirty (30) days' written notice to Landlord. All policies shall be taken out with insurers with a rating of A-IX by Best's and otherwise reasonably acceptable to Landlord.

7.6 Payment of Taxes. If at any time during the Term, any political subdivision of the state in which the Property is located, or any other governmental authority, levies or assesses against Landlord a tax or excise on rents or other tax (excluding income tax), however described, including but not limited to assessments, charges or fees required to be paid, by way of substitution for or as a supplement to real estate taxes, or any other tax on rent or profits in substitution for or as a supplement to a tax levied against the Property, Building or Landlord's personal property, then if said tax or excise is not otherwise included within the Taxes payable by Tenant as Additional Rent under Paragraph 3.2 of this Lease, Tenant will pay to Landlord as additional rent its proportionate share based on Tenant's Percentage of said tax or excise.

7.7 Environmental Assurances.

(a) Covenants.

- (i) Tenant shall not cause any Hazardous Materials to be used, generated, stored or disposed of on, under or about, or transported to or from, the Premises unless the same is specifically approved in advance by Landlord in writing other than small quantities of retail, household, and office chemicals customarily sold over-the-counter to the public and which are related to Tenant's Permitted Uses.
- (ii) Tenant shall comply with all obligations imposed by Environmental Laws, and all other restrictions and regulations upon the use, generation, storage or disposal of Hazardous Materials at, to or from the Premises.
- (iii) Tenant shall deliver promptly to Landlord true and complete copies of all notices received by Tenant from any governmental authority with respect to the use, generation, storage or disposal by Tenant of Hazardous Materials at, to or from the Premises and shall immediately notify Landlord both by telephone and in writing of any unauthorized discharge of Hazardous Materials or of any condition that poses an imminent hazard to the Property, the public or the environment.
- (iv) Tenant shall complete fully, truthfully and promptly any questionnaires sent by Landlord with respect to Tenant's use of the Premises and its use, generation, storage and disposal of Hazardous Materials at, to or from the Premises.

- (v) As provided in Paragraph 1.1 and subject to the limitations therein set forth, Tenant shall permit entry onto the Premises by Landlord or Landlord's representatives at any reasonable time to verify and monitor Tenant's compliance with its covenants set forth in this Paragraph 7.7 and to perform other environmental inspections of the Premises.
- (vi) If an environmental inspection of the Premises reveals that Tenant's activities have or are likely to result in a violation of Environmental Laws or a release of Hazardous Materials on the Property, then Tenant shall pay to Landlord, as additional rent, the costs incurred by Landlord for such inspection.
- (vii) Tenant shall cease immediately upon notice from Landlord any activity which violates or is likely to result in a violation of any Environmental Laws.
- (viii) After notice to and approval by Landlord, Tenant shall promptly remove, clean-up, dispose of or otherwise remediate, in accordance with Environmental Laws and good commercial practice, any Hazardous Materials on, under or about the Property resulting from Tenant's activities on the Property.

(b) *Indemnification.* Tenant shall indemnify, defend with counsel acceptable to Landlord and hold Landlord harmless from and against any claims, damages, costs, liabilities or losses (including, without limitation, any decrease in the value of the Property, loss or restriction of any area of the Property, and adverse impact of the marketability of the Property or Premises) arising out of Tenant's use, generation, storage or disposal of Hazardous Materials at, to or from the Premises.

(c) *Definitions.* Hazardous Materials shall include but not be limited to substances defined as "hazardous substances", "toxic substances", or "hazardous wastes" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended; those substances defined as "hazardous substances", "materials", or "wastes" under the law of the state in which the Premises are located; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws ("Environmental Laws"); materials containing asbestos or urea formaldehyde; gasoline and other petroleum products; flammable explosives; radon and other natural gases; and radioactive materials.

(d) *Survival.* The obligations of Tenant in this Paragraph 7.7 shall survive the expiration or termination of this Lease.

7.8 Americans With Disabilities Act. Tenant shall comply with the Americans with Disabilities Act of 1990 ("ADA") and the regulations promulgated thereunder. Tenant hereby expressly assumes all responsibility for compliance with the ADA relating to the Premises and the activities conducted by Tenant within the Premises. Any Alterations to the Premises made by Tenant for the purpose of complying with the ADA or which otherwise require compliance with the ADA shall be done in accordance with this Lease; provided, that Landlord's consent to such Alterations shall not constitute either Landlord's assumption, in whole or in part, of Tenant's responsibility for compliance with the ADA, or representation or confirmation by Landlord that such Alterations comply with the provisions of the ADA. In no event shall Tenant be responsible for any ADA compliance relating to the Building (other than the Premises) unless such compliance is either (a) required due to Tenant's specific use of the Premises, or (b) Tenant's Alterations (including Tenant Improvements)

ARTICLE VIII DEFAULT

8.1 **Default.** The occurrence of any one or more of the following events shall constitute a default hereunder by Tenant:

(a) The failure by Tenant to make any payment of Base Rent or additional rent or any other payment required hereunder, as and when due, where such failure shall continue for a period of five (5) business days after the date due;

(b) The failure by Tenant to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Tenant, other than as specified in clause (a) above, where such failure shall continue for a period of more than thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period, diligently prosecutes such cure to completion, and completes such cure no later than ninety (90) days from the date of such notice from Landlord;

(c) The failure by Tenant, Guarantor (if any), or any present or future guarantor of all or any portion of Tenant's obligations under this Lease to pay its debts as they become due, or Tenant or any such Guarantor (if any) becoming insolvent, filing or having filed against it a petition under any chapter of the United States Bankruptcy Code, 11 U.S.C. Paragraph 101 et seq. (or any similar petition under any insolvency law of any jurisdiction) and such petition is not dismissed within sixty (60) days thereafter, proposing any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, making an assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any property or business of Tenant or Guarantor (if any); or

(d) If the leasehold estate under this Lease or any substantial part of the property or assets of Tenant or of Guarantor, if any, of this leasehold is taken by execution, or by other process of law, or is attached or subjected to any involuntary encumbrance if such attachment or other seizure remains undismissed or undischarged for a period of ten business (10) days after the levy thereof.

8.2 Remedies of Landlord and Calculation of Damages.

(a) *Remedies.* In the event of any default by Tenant, whether or not the Term shall have begun, in addition to any other remedies available to Landlord at law or in equity, Landlord may, at its option and without further notice exercise any or all of the following remedies (provided, however, if Landlord is not precluded from giving tenant notice [e.g., bankruptcy], then Landlord shall notify Tenant of the remedy Landlord has exercised):

- (i) Terminate the Lease and upon notice to Tenant of termination of the Lease all rights of Tenant hereunder shall thereupon come to an end as fully and completely as if the date such notice is given were the date originally fixed for the expiration of the Term, and Tenant shall then quit and surrender the Premises to Landlord and Landlord shall have the right, without judicial process, to re-enter the Premises. No such expiration or termination of the Lease shall relieve Tenant of its liability and obligations under the Lease.
- (ii) subject to subsection (b) below, accelerate the payment of Base Rent and all additional rent under this Lease for the remainder of the Term and terminate the Lease in the same manner, and with the same force and effect, as provided in clause (i) above.

- (iii) Enter the Premises and cure any default by Tenant and in so doing, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord, and all incidental costs and expenses, including reasonable attorneys' fees, shall be considered additional rent under this Lease and shall be payable to Landlord immediately upon demand, together with interest from the date of demand to the date of payment at the maximum lawful rate permitted to be charged by Landlord.

(b) *Calculation of Damages.* If this Lease is terminated as provided in Paragraph 8.2(a)(i) above, Tenant, until the end of the Term, or what would have been such Term in the absence of any such event, shall be liable to Landlord, as damages for Tenant's default, for the amount of the Base Rent and all additional rent and other charges which would be payable under this Lease by Tenant if this Lease were still in effect, less the net proceeds of any reletting of the Premises actually collected by Landlord after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage and management commissions, operating expenses, legal expenses, reasonable attorneys' fees, alteration costs and expenses of preparation of the Premises for such reletting. Tenant shall pay such damages to Landlord monthly on the days on which the Base Rent would have been payable as if this Lease were still in effect, and Landlord shall be entitled to recover from Tenant such damages monthly as the same shall arise.

If Base Rent and additional rent are accelerated and this Lease is terminated as provided in Paragraph 8.2(a)(ii) above, Tenant shall be liable to pay to Landlord, in one payment, as damages for Tenant's default, an amount equal to (A) the total Base Rent and additional rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at a per annum rate equal to the "Federal Funds Rate" as published on the date this Lease is terminated by *The Wall Street Journal*, in its listing of "Money Rates", minus (B) the then present fair rental value of the Premises for such period, similarly discounted. Whether or not the Lease is terminated, Landlord shall in no way be responsible or liable for any failure to relet the Premises or for any failure to collect any rent upon such reletting.

(c) *No Limitations.* Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be provided, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

(d) *Cumulative Remedies.* Landlord's remedies under this Lease are cumulative and not exclusive of any other remedies to which Landlord may be entitled in case of Tenant's default or threatened default under this Lease, including, without limitation, the remedies of injunction and specific performance.

ARTICLE IX CASUALTY AND EMINENT DOMAIN

9.1 Casualty.

(a) *Casualty in General.* If, during the Term, the Premises, the Building or the Lot, are wholly or partially damaged or destroyed by fire or other casualty, and the casualty renders the Premises totally or partially inaccessible or unusable by Tenant in the ordinary conduct of Tenant's business, then Landlord shall, within thirty (30) days of the date of the damage, give Tenant a notice ("Damage Notice") stating whether, according to Landlord's reasonable good faith estimate, the damage can be repaired within 270 days from the date of damage ("Repair Period"), without the payment of overtime or other premiums. The parties' rights and obligations shall then be governed according to whether the casualty is an Insured Casualty or an Uninsured Casualty as set forth in the following paragraphs.

(b) *Insured Casualty.* If the casualty results from a risk, the loss to Landlord from which is covered by insurance maintained by Landlord or for Landlord's benefit (except for any deductible amount), it shall be an "Insured Casualty" and governed by this Paragraph 9.1(b). In such event, if the Damage Notice states that the repairs can be completed within the Repair Period without the payment of overtime or other premiums, then Landlord shall promptly proceed to make the repairs, this Lease shall remain in full force and effect, and the Rent shall be reduced, during the period between the casualty and completion of the repairs, in proportion to the portion of the Premises that is inaccessible or unusable during that period and which is, in fact, not utilized by Tenant. If the Damage Notice states that the repairs cannot, in Landlord's reasonable good faith estimate, be completed within the Repair Period without the payment of overtime or other premiums, then either party may, terminate this Lease by written notice given to the other within thirty (30) days after the giving of the Damage Notice. If either party elects to terminate this Lease, the Lease shall terminate as of the date of the occurrence of such damage or destruction and Tenant shall vacate the Premises within five (5) business days from the date of the written notice terminating the Lease. If neither party so terminates, then this Lease shall remain in effect, Landlord shall make repairs, and provided that Tenant did not cause the damage, the Rent shall be proportionately reduced as set forth above during the period when the Premises is inaccessible or unusable and is not used by Tenant.

(c) *Uninsured Casualty.* If the casualty is not an Insured Casualty as set forth in the previous paragraph, it shall be an "Uninsured Casualty" governed by this Paragraph 9.1(c). In such event, if the Damage Notice states that the repairs can be completed within the Repair Period without the payment of overtime or other premiums, Landlord may elect, by written notice given to Tenant within thirty (30) days after the Damage Notice, to make the repairs, in which event this Lease shall remain in effect and the Rent shall be proportionately reduced as set forth above. If Landlord does not so elect to make the repairs, or if the Damage Notice states that the repairs cannot be made within the Repair Period, this Lease shall terminate as of the date of the casualty and Tenant shall vacate the Premises within five (5) business days from the date of Landlord's written notice to Tenant terminating the Lease.

(d) *Casualty within final six months of Term.* Notwithstanding anything to the contrary contained in this Paragraph 9.1, if the Premises or the Building is wholly or partially damaged or destroyed within the final six (6) months of the Term of this Lease, Landlord shall not be required to repair such casualty and either Landlord or Tenant (so long as Tenant did not cause the damage) may elect to terminate this Lease.

(e) *Tenant Improvements and Alterations.* If Landlord elects to repair after a casualty in accordance with this Paragraph 9.1, Landlord shall cause Tenant Improvements and Alterations which Landlord has approved, to be repaired and restored at Landlord's sole expense. Landlord shall have no responsibility for any personal property placed or kept in or on the Premises or the Building by Tenant or Tenant's agents, employees, invitees or contractors and Landlord shall not be required to repair any damage to, or make any repairs to or replacements of, such personal property.

(f) *Exclusive Remedy.* This Paragraph 9.1 shall be Tenant's sole and exclusive remedy in the event of damage or destruction to the Premises or the Building. No damages, compensation or claim shall be payable by Landlord for any inconvenience, any interruption or cessation of Tenant's business, or any annoyance, arising from any damage to or destruction of all or any portion of the Premises or the Building.

(g) *Waiver of Subrogation.* Landlord and Tenant shall cause each insurance policy obtained by each of them to provide that the insurer waives all right of recovery by way of subrogation against either Landlord or Tenant in connection with any loss or damage covered by such policy.

9.2 Eminent Domain.

(a) *Eminent Domain in General.* If the whole of the Premises, or so much of the Premises as to render the balance unusable by Tenant, shall be taken or appropriated under the power of eminent domain or condemnation (a "Taking"), either Landlord or Tenant may terminate this Lease and the termination date shall be the date of the Order of Taking, or the date possession is taken by the Taking authority, whichever is earlier. If any part of the Property is the subject of a Taking and such Taking materially affects the normal operation of the Building or Common Areas, Landlord may elect to terminate this Lease. A sale by Landlord under threat of a Taking shall constitute a Taking for the purpose of this Paragraph 9.2. No award for any partial or entire Taking shall be apportioned. Landlord shall receive (subject to the rights of Landlord's mortgagees) and Tenant hereby assigns to Landlord any award which may be made and any other proceeds in connection with such Taking, together with all rights of Tenant to such award or proceeds, including, without limitation, any award or compensation for the value of all or any part of the leasehold estate; provided that nothing contained in this Paragraph 9.2(a) shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any separate award made to Tenant for (i) the taking of Tenant's Property, or (ii) interruption of or damage to Tenant's business, or (iii) Tenant's moving and relocation costs.

(b) *Reduction in Rent.* In the event of a Taking which does not result in a termination of the Lease, the Rent shall be proportionately reduced based on the portion of the Premises rendered unusable, and Landlord shall restore the Premises or the Building to the extent of available proceeds or awards from such Taking. Landlord shall not be required to repair or restore any damage to Tenant's Property or any Alterations.

(c) *Sole Remedies.* This Paragraph 9.2 sets forth Tenant's and Landlord's sole remedies for Taking. Upon termination of this Lease pursuant to this Paragraph 9.2, Tenant and Landlord hereby agree to release each other from any and all obligations and liabilities with respect to this Lease except such obligations and liabilities which arise or accrue prior to such termination.

ARTICLE X RIGHTS OF PARTIES HOLDING SENIOR INTERESTS

10.1 **Subordination; Non-Disturbance.** This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, ground lease or other matters or record ("Senior Interests") which now or at any time hereafter encumber the Property and Tenant shall, within twenty (20) days of Landlord's request, execute and deliver to Landlord such recordable written instruments as shall be necessary to show the subordination of this Lease to such Senior Interests. Notwithstanding the foregoing, if any holder of a Senior Interest succeeds to the interest of Landlord under this Lease, then, at the option of such holder, this Lease shall continue in full force and effect and Tenant shall attorn to such holder and recognize such holder as its landlord. As of the date of this Lease, the Property is not encumbered by a mortgage, deed of trust or a ground lease. Notwithstanding anything in this Section 10 to the contrary, in the event Landlord encumbers the Property with a mortgage, deed of trust or a ground lease (each a "Mortgage") at any time after the date hereof and Tenant is notified of same and Tenant notifies Landlord in writing that Tenant requests a subordination, non-disturbance and attornment agreement (an "SNDA"), this Lease shall not be subordinate to such Mortgage unless such holder and Tenant enter into an SNDA. Tenant agrees to execute and deliver an SNDA on a commercially reasonable form (at no cost to Landlord) within 10 days of Landlord's request and reimburse Landlord for reasonable fees charged by such holder in connection with preparing, negotiating and delivery of the SNDA, and if Tenant fails to execute and deliver the SNDA within such 10-day period time being of the essence with respect thereto, then the Lease shall be subordinate to any such Mortgage. An SNDA shall be deemed to be on a commercially reasonable form (regardless of whether it is in fact commercially reasonable) if either (i) its on a form substantially similar to a form previously executed by Tenant, or (ii) its on another form that has substantially the same provisions as any prior form previously executed by Tenant.

10.2 **Mortgagee's Consent.** No assignment of the Lease and no agreement to make or accept any surrender, termination or cancellation of this Lease and no agreement to modify so as to reduce the

Rent, change the Term, or otherwise materially change the rights of Landlord under this Lease, or to relieve Tenant of any obligations or liability under this Lease, shall be valid unless consented to by Landlord's mortgagees of record, if any.

ARTICLE XI GENERAL

11.1 Representations by Tenant. Tenant represents and warrants that any financial statements provided by it to Landlord were true, correct and complete in all material respects when provided, and that no material adverse change has occurred since that date that would render them materially inaccurate or misleading. Tenant represents and warrants that those persons executing this Lease on Tenant's behalf are duly authorized to execute and deliver this Lease on its behalf, and that this Lease is binding upon Tenant in accordance with its terms, and simultaneously with the execution of this Lease, Tenant shall deliver evidence of such authority to Landlord in form satisfactory to Landlord.

11.2 Notices. Any notice required or permitted hereunder shall be in writing. Notices shall be addressed to Landlord c/o Manager at Manager's Address and to Tenant at Tenant's Address. Any communication so addressed shall be deemed duly given when delivered by hand, one day after being sent by Federal Express (or other guaranteed one day delivery service) or three days after being sent by registered or certified mail, return receipt requested. Either party may change its address by giving notice to the other.

11.3 No Waiver or Oral Modification. No provision of this Lease shall be deemed waived or modified by Landlord or Tenant except by a signed written waiver or amendment. No consent to any act or waiver of any breach or default, express or implied, by Landlord or Tenant, shall be construed as a consent to any other act or waiver of any other breach or default.

11.4 Severability. If any provision of this Lease, or the application thereof in any circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision hereof shall be valid and enforceable to the fullest extent permitted by law.

11.5 Requests by Tenant. Tenant shall pay, on demand, all costs incurred by Landlord, including without limitation reasonable attorneys' fees, in connection with any matter requiring Landlord's review or consent or any other requests made by Tenant under this Lease, regardless of whether such request is granted by Landlord.

11.6 Estoppel Certificate and Financial Statements.

(a) *Estoppel Certificate.* Within ten (10) days after written request by Landlord, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying (i) if, true, that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (ii) the amount of Base Rent currently payable by Tenant to Landlord; (iii) Tenant's Percentage, the Base Year and Tenant's Share of Expenses currently payable by Tenant to Landlord; (iv) the date to which Base Rent and Tenant's Share of Expenses have been paid in advance; (v) the amount of any security deposited with Landlord; (vi) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default, and (vii) such other matters as may be reasonably requested by Landlord. Any such statement may be relied upon by a purchaser, assignee or lender. Subject to the grace period set forth in Paragraph 8.1 (which for the purposes of this Subsection shall be 10 days instead of 30 days), Tenant's failure to execute and deliver such statement within the time required shall be a default under this Lease and shall also be conclusive upon Tenant that this Lease is in full force and effect and has not been modified except as represented by Landlord; and there are no uncured defaults in Landlord's performance and Tenant has no right of offset, counterclaim or deduction against rent.

(b) *Financial Statements.* Tenant shall, without charge therefor, at any time, within ten (10) days following a request by Landlord, deliver to Landlord, or to any other party

designated by Landlord, a true and accurate copy of Tenant's most recent financial statements. All requests made by Tenant regarding renewals or expansions must be accompanied by Tenant's most recent financial statements. All requests made by Tenant regarding subleases, or assignments must be accompanied by Tenant's prospective subtenant's and prospective assignee's most recent financial statements. Landlord shall hold such financial statements and information in confidence, and shall not disclose the same except: (i) to Landlord's lenders or potential lenders, (ii) to potential purchasers of all or a portion of the Building, (iii) otherwise as reasonably necessary for the operation of the Building and/or the Property or administration of Landlord's business or (iv) if disclosure is required by any judicial or administrative order or ruling.

11.7 Waiver of Liability. Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents, and representatives of the other, on account of loss by or damage to the waiving party or its property or the property of others under its control, to the extent that such loss or damage is insured against under any insurance policy that either may have in force at the time of the loss or damage. Each party shall notify its insurers that the foregoing waiver is contained in this Lease.

11.8 Execution, Prior Agreements and No Representations. This Lease shall not be binding and enforceable until executed by authorized representatives of Landlord and Tenant. This Lease contains all of the agreements of the parties with respect to the subject matter hereof and supersedes all prior dealings, whether written or oral, between them with respect to such subject matter. Each party acknowledges that the other has made no representations or warranties of any kind except as may be specifically set forth in this Lease.

11.9 Brokers. Each party represents and warrants that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except Broker. Each party shall indemnify the other and hold it harmless from any cost, expense, or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this Lease or its negotiation by reason of any act or statement of the indemnifying party.

11.10 Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that only the original Landlord named herein shall be liable for obligations accruing before the beginning of the Term, and thereafter the original Landlord named herein and each successive owner of the Premises shall be liable only for obligations accruing during the period of their respective ownership.

11.11 Applicable Law and Lease Interpretation. This Lease shall be construed, governed and enforced according to the laws of the state in which the Property is located. In construing this Lease, paragraph headings are for convenience only and shall be disregarded. Any recitals herein or exhibits attached hereto are hereby incorporated into this Lease by this reference. Time is of the essence of this Lease and every provision contained herein. The parties acknowledge that this Lease was freely negotiated by both parties, each of whom was represented by counsel; accordingly, this Lease shall be construed according to the fair meaning of its terms, and not against either party.

11.12 Costs of Collection, Enforcement and Disputes. Tenant shall pay all costs of collection, including reasonable attorneys' fees, incurred by Landlord in connection with any default by Tenant. If either Landlord or Tenant institutes any action to enforce the provisions of this Lease or to seek a declaration of rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs as part of any award. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other, on or in respect to any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises, and/or claim of injury or damage.

11.13 Holdover. If Tenant holds over in occupancy of the Premises after the expiration of the Term, Tenant shall become a tenant at sufferance only on a month-to-month basis subject to the terms and

conditions herein specified, so far as applicable Tenant shall pay rent during the holdover period, at a base rental rate equal to 150% of the Base Rent in effect at the end of the Term, plus the amount of Tenant's Share of Expenses then in effect. Tenant shall also be liable for all damages sustained by Landlord on account of such holding over.

11.14 Force Majeure. If Landlord or Tenant is prevented from or delayed in performing any act required of it hereunder, and such prevention or delay is caused by strikes, labor disputes, inability to obtain labor, materials, or equipment, inclement weather, acts of God, governmental restrictions, regulations, or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond such party's reasonable control ("Force Majeure"), the performance of such act shall be excused for a period equal to the period of prevention or delay. A party's financial inability to perform its obligations shall in no event constitute Force Majeure. Nothing in this Paragraph 11.14 shall excuse or delay Tenant's obligation to pay any rent or other charges due under this Lease.

11.15 Limitation on Liability.

(a) Landlord, and its partners, directors, officers, shareholders, trustees or beneficiaries, shall not be liable to Tenant for any damage to or loss of personal property in, or to any personal injury occurring in, the Premises, unless such damage, loss or injury is the result of the gross negligence or willful misconduct of Landlord or its agents as determined by a final non-appealable judicial proceeding. The obligations of Landlord under this Lease do not constitute personal obligations of the individual partners, directors, officers, shareholders, trustees or beneficiaries of Landlord, and Tenant shall not seek recourse against the partners, directors, officers, shareholders, trustees or beneficiaries of Landlord, or any of their personal assets for satisfaction of any liability with respect to this Lease.

(b) The obligations of Tenant under this Lease do not constitute personal obligations of the individual partners, directors, officers, shareholders, members, trustees or beneficiaries of Tenant, and Landlord shall not seek recourse against the partners, directors, officers, shareholders, members, trustees or beneficiaries of Tenant, or any of their personal assets for satisfaction of any liability with respect to this Lease.

11.16 Notice of Landlord's Default. The failure by Landlord to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Landlord shall not constitute a default by Landlord unless such failure shall continue for a period of more than thirty (30) days after written notice thereof from Tenant to Landlord specifying Landlord's default; provided, however, that if the nature of Landlord's default is such that more than thirty (30) days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord commences such cure within said thirty (30) day period and diligently prosecutes such cure to completion. Tenant shall, simultaneously with delivery to Landlord, provide written notice specifying the Landlord default to the holder of any first mortgage or deed of trust covering the Premises whose name and address have been furnished to Tenant in writing. The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be recoverable from the interest of Landlord in the Building and the Land, and Landlord shall not be personally liable for any deficiency. If Landlord is in default hereunder, Tenant's exclusive remedy shall be an action for damages, and Tenant's damages shall be limited to Tenant's actual direct (excluding consequential, special, punitive and/or exemplary damages) damages therefor.

11.17 Lease not to be Recorded. Tenant agrees that it will not record this Lease or memorandum.

11.18 Letter of Credit.

(a) **General.** As additional consideration for Landlord's agreement to enter into this Lease, concurrently with Tenant's execution and delivery of this Lease, and as a condition to Landlord's obligations under the Lease, Tenant covenants and agrees to deliver to Landlord, as additional consideration, an irrevocable letter of credit (the "L/C") in the form of, and upon all of the terms and conditions contained in, Exhibit F attached hereto and incorporated herein by reference. The L/C shall be

issued by an institutional lender of good financial standing (which lender shall, in any event, have assets equal to or exceeding \$5,000,000,000 as of the date of issuance of the L/C), having a place of business where the L/C can be presented for payment in Chicago, Illinois. The lender shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld. The L/C shall provide for 1 or more draws by Landlord or its transferee up to the aggregate amount of US \$68,354.19 (the "L/C Amount") on the terms and conditions of Exhibit F. Landlord and Tenant (1) acknowledge and agree that in no event or circumstance shall the L/C or any renewal thereof or substitute therefor or any proceeds thereof be deemed to be or treated as a "security deposit" under any Law applicable to security deposits in the commercial context ("Security Deposit Laws"), and (2) acknowledge and agree that the L/C (including any renewal thereof or substitute therefor or any proceeds thereof) is independent consideration separate and apart from the Security Deposit and is not intended to serve as a security deposit, and the Security Deposit Laws shall have no applicability or relevancy thereto.

(b) **Renewal of L/C.** Tenant shall maintain the L/C in effect from the date of Tenant's execution of this Lease until the date which is 60 days after Tenant shall have performed all of its obligations under the Lease (said period is hereinafter referred to as the "L/C Term"). If the expiration date of the L/C (or any renewal or replacement L/C provided pursuant to this Section) occurs prior to the end of the L/C Term, then Tenant shall deliver to Landlord a renewal of the L/C or a replacement L/C meeting all of the terms and conditions of this Section, not later than 60 days prior to the then-applicable expiration date. Each L/C provided pursuant to this Section shall have an expiration date which is at least one (1) year from such L/C's date of issue except where the then-applicable expiration date of the L/C is less than one (1) year from the end of the L/C Term, in which case the renewal or replacement L/C shall be for such lesser period. The issuing bank's agreement to place an automatic renewal provision in the L/C, as required pursuant to said Exhibit F, shall not relieve or release Tenant from its obligation to provide a renewal or replacement L/C on the terms hereinabove stated, it being understood that any such automatic renewal is an independent obligation of the issuing bank which is intended for Landlord's sole benefit. If Tenant fails to provide the renewal or replacement L/C not later than 60 days prior to the then-applicable, stated expiration date (excluding automatic renewal provisions), such failure shall be a default by Tenant, and Landlord shall have the right, without notice or demand, on one or more occasions, to draw upon all or any part of the remaining proceeds of the L/C.

(c) **Draw on L/C.** Landlord may elect from time to time, in Landlord's sole discretion, without notice or demand to Tenant, to draw upon all or any part of the remaining proceeds of the L/C upon the occurrence of one or more of the following events: (i) a default by Tenant as defined in the Lease occurs and is then continuing beyond any applicable grace period or (ii) Tenant makes any assignment for the benefit of creditors, Tenant declares bankruptcy or is the subject of an involuntary bankruptcy proceeding, a trustee or receiver is appointed to take possession of some or all of Tenant's assets or, in Landlord's reasonable judgment, Tenant is insolvent.

(d) **Application of L/C Proceeds.** Landlord may elect, from time to time, upon written notice to Tenant, in Landlord's sole discretion, to apply the proceeds it receives from a draw on the L/C in one or more of the following manners without prejudice to any other remedies: (i) as payment for some or all of the rent or other amounts owed by Tenant under the Lease but unpaid on the date of such draw, (ii) as payment for some or all of the future amounts of rent or other amounts that Landlord estimates will be due and payable under the Lease after the date of the draw, (iii) as payment for some or all of the damage Landlord may suffer as a result of Tenant's failure to perform its obligations under the Lease, (iv) as collateral for lease obligations of Tenant, and/or (v) in any other manner permitted by the Lease or applicable law. Landlord may make one or more partial draws under the L/C and shall have the right, upon written notice to Tenant, to treat each draw or a portion thereof in one or more of the ways described in the previous sentence. Tenant hereby waives any other law or regulation that may be inconsistent with the terms and conditions of this Section.

(e) **Enforcement.** Tenant's obligation to furnish the L/C shall not be released, modified or affected by any failure or delay on the part of Landlord to enforce or assert any of its rights or remedies

under the Lease or this Section, whether pursuant to the terms thereof or at law or in equity. Landlord's right to draw upon the L/C shall be without prejudice or limitation to Landlord's right to draw upon any security deposit provided by Tenant to Landlord or to avail itself of any other rights or remedies available to Landlord under the Lease or at law or equity.

(f) **Event of Default.** Tenant's failure to perform its obligations under this Section (time being of the essence) shall constitute an event of default under the Lease, and shall entitle Landlord to immediately exercise all of its rights and remedies under the Lease (including, but not limited to rights and remedies under this Section) or at law or in equity without notice or demand to Tenant.

(g) **Conflict.** If there is any conflict between the terms and conditions of this Section and the terms and conditions of the Lease, the terms of this Section shall control

(h) **Elimination of L/C and New Security Deposit.** So long as (a) an Event of Default has not occurred, (b) a Transfer has not occurred, and (c) Landlord has not drawn upon the Letter of Credit, on or after three (3) years following the Commencement Date Tenant shall have the right to deposit with Landlord an additional Security Deposit in the amount of \$23,894.33 to be held by Landlord in accordance with the Lease, so that the total Security Deposit held by Landlord under the Lease shall equal \$23,894.33, and upon receipt of such cash Security Deposit Landlord shall allow the L/C to be cancelled. The cash security deposit shall be held as security for Tenant's performance as herein provided and subject to Tenant's satisfactory compliance with the conditions hereof. If all or any part of the Security Deposit is applied to an obligation of Tenant hereunder, Tenant shall immediately upon request by Landlord restore the Security Deposit to its original amount.

11.19 **Guaranty of Lease.** Intentionally omitted.

11.20 **Waiver of Homestead Exemption.** Tenant waives the benefit of Tenant's homestead exemption as to this Lease.

11.21 **Recorded Documents Affecting the Leased Premises and the Common Areas.** This Lease and Tenant's use of the Leased Premises and Common Areas shall be in all respects subject and subordinate to any recorded documents against the property.

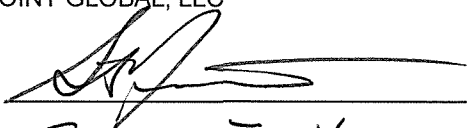
11.22 **WAIVER OF JURY TRIAL.** TENANT AND LANDLORD WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE BETWEEN LANDLORD AND TENANT ARISING OUT OF THE LEASE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, which includes the cover sheet, the foregoing Standard Provisions, Additional Provisions, if any, and Exhibits attached to this Lease, with the intent that each of the parties shall be legally bound thereby and that this Lease shall become effective as of the Date of Lease.

TENANT:

HIGHPOINT GLOBAL, LLC

By: 

Name: STEPHEN J. NIEMEIER

Title: SR. Director of Business Administration

Date: MAY 28, 2013

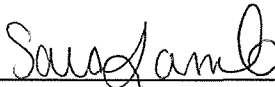
THE STATE OF Indiana

COUNTY OF Marion

§
§
§

Before me, the undersigned authority, on this day personally appeared Stephen Niemeier as SDBA of HIGHPOINT GLOBAL, LLC, an Indiana limited liability company, known to me to be the person who signed the foregoing instrument, and acknowledged to me that he executed the instrument for the purposes therein expressed for such limited liability company.

Given under my hand and seal of office on this 28 day of May, 2013.



Notary Public



LANDLORD:

SUN LIFE ASSURANCE COMPANY OF CANADA

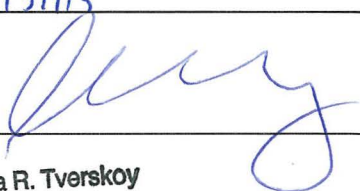
By: 

Name: Charles S. Andes

Authorized Signer

Title: _____

Date: 5/31/13

By: 

Name: Alena R. Tverskoy

Authorized Signer

Title: _____

Date: 5/31/13

THE STATE OF _____

§
§
§

COUNTY OF _____

On this _____ day of _____, 2013, before me appeared the above named _____ and _____, known to me to be the _____ and _____, respectively, of SUN LIFE ASSURANCE COMPANY OF CANADA, a Delaware corporation, and in their capacities as aforesaid acknowledged the foregoing instrument to be the free act and deed of the said corporation, and on oath stated that they are authorized to execute the foregoing instrument.

IN WITNESS WHEREOF, I hereunto subscribe my hand and official seal on the day and year first above mentioned.

[Notary Seal]

Notary Public

PART III ADDITIONAL PROVISIONS

The following provisions ("Additional Provisions") identified below and attached and/or set forth below are included as part of the Lease between Landlord and Tenant. Capitalized terms used in any of the Additional Provisions and not otherwise defined shall have the meanings given such terms in Part I and Part II of this Lease. Unless express reference is made to a provision in Part I and Part II of this Lease for the purpose of modifying such provision, in the event of any conflict between the Additional Provisions and the provisions of Part I and Part II of this Lease, the provisions contained in Parts I and II shall control.

EXTENSION OPTION

1. Provided no default exists at the time of such election, Tenant is occupying the entire Premises and Tenant's financial condition is reasonably acceptable to Landlord, Tenant may renew this Lease for one (1) additional period of five (5) years on the same terms provided in this Lease (except as set forth below), by delivering written notice of ("Tenant's Notice") the exercise thereof to Landlord not later than six (6) months prior to the end of the initial Term. On or before the commencement date of the extended Term, Landlord and Tenant shall execute an amendment to this Lease extending the Term on the same terms provided in this Lease, except as follows:

- (a) The Base Rent payable for each month during each such extended Term shall be the asking rental rate for buildings comparable to the Building, at the commencement of such extended Term, for space of equivalent quality, size, utility and location, with the length of the extended Term and the credit standing of Tenant to be taken into account but in no event less than the amount paid by Tenant during the last year of the Term,
- (b) Tenant shall have no further renewal options unless expressly granted by Landlord in writing;
- (c) Landlord shall lease to Tenant the Premises in their then-current condition, and Landlord shall not provide to Tenant any allowances (e.g., moving allowance, construction allowance, and the like) or other tenant inducements; and
- (d) any reasonable market lease form changes requested by Landlord and consented to by Tenant, which consent shall not be unreasonably withheld.

2. Within thirty (30) days following delivery of Tenant's Notice, Landlord shall deliver to Tenant a written notice ("Landlord's Notice") specifying the Base Rent rate per rentable square foot per annum for the applicable additional term. Tenant shall have ten (10) days following delivery of Landlord's Notice to notify Landlord in writing ("Tenant's Renewal Notice") of (i) Tenant's exercise of its right to renew the Lease at the Base Rent rate proposed by Landlord, or (ii) Tenant's election not to exercise its right to renew the Lease. Tenant's failure to timely deliver Tenant's Renewal Notice shall be deemed acceptance by Tenant of the Base Rent rate proposed by Landlord.

3. Tenant's rights under this Exhibit shall terminate if (i) this Lease or Tenant's right to possession of the Premises is terminated, (ii) Tenant assigns any of its interest in this Lease or sublets any portion of the Premises, or (iii) Tenant fails to timely exercise its option under this Exhibit, time being of the essence with respect to Tenant's exercise thereof.

TERMINATION OPTION

If at anytime during the initial Term (not including any extension or renewal), 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 following the 36th month following the Commencement Date, and on an annual basis going forward at each anniversary of the Term of the

Lease (such date being the "Early Termination Date"), with 90 days advance written notice to Landlord (the "Termination Notice") and payment to Landlord of all of the following: (a) all unamortized (using a 10% interest rate) Tenant Improvements, leasing commissions, attorney's fees and other inducements provided to Tenant at the time of notice and (b) additional 6 months Rent, equal to the Rent being paid during that 6 month period beyond the Early Termination Date (collectively, the "Termination Fee"). The Termination Fee must be paid to Landlord simultaneously with the delivery of the Termination Notice, failing which the Termination Notice shall be null and void. Tenant may not deliver a Termination Notice if a default then exists under the Lease. If a default occurs under the Lease after Tenant's exercise of the Termination Option, then Landlord may elect, but is not obligated, by written notice given to Tenant to cancel and declare null and void Tenant's exercise of the Termination Option, and the Lease shall continue in full force and effect for the full Term hereof unaffected by Tenant's exercise of the Termination Option and Landlord shall either (i) retain the Termination Fee as an additional Security Deposit under the Lease, or (ii) apply the Termination Fee to existing or future Rent obligations under the Lease, and/or (iii) refund the Termination Fee to Tenant. If Tenant properly exercises its Termination Option, this Lease shall terminate as of the Early Termination Date. In the event Tenant expands into additional space in the Building, this Termination Option shall be null and void. This right is personal to Tenant and shall become null and void upon an assignment of this Lease or a sublease of the Premises. .

PARKING

During the initial Term, Tenant shall be permitted to license 56 unreserved surface spaces for the parking of automobiles in the parking lot or area located at the Building on a first-come, first-served basis. Tenant shall comply with all traffic, security, safety and other rules and regulations promulgated from time to time by Landlord and shall use its unreserved spaces in common with all other tenants of the Building. Tenant shall indemnify and hold harmless Landlord from and against all claims, losses, liabilities, damages, costs and expenses (including, but not limited to, attorneys' fees and court costs) arising or alleged to arise out of Tenant's use of any such parking spaces. In the event any of the above parking spaces are or become unavailable at any time or from time to time throughout the Term, whether due to casualty or any other cause, the Lease shall continue in full force and effect, and Tenant's sole remedy shall be an abatement of charges for those parking spaces rendered unavailable, which abatement shall continue until such time as said parking spaces, or substitutes therefor, again become available; it being expressly agreed and understood that Landlord shall have no duty to provide substitute parking spaces for those spaces rendered unavailable.

EXTERIOR SIGNAGE

Subject to becoming available and all applicable laws, rules, codes and regulations, provided that (a) Tenant is not in default under the Lease, (b) Tenant installs such signage, at Tenant's sole cost, within sixty (60) days after Landlord notifies Tenant of its availability and (c) further subject to the other requirements set forth in the Lease and this section Landlord grants Tenant the right to install one (1) exterior sign on the Building during the initial Term (the "Exterior Signage"). Notwithstanding the foregoing, Landlord will be able to grant and negotiate rights for the Exterior Signage and other signage with other prospective tenants and existing tenants, from time to time, as Landlord deems appropriate, and Tenant's right to the Exterior Signage shall be non-exclusive. The location, size, graphics, logo, material, color and installation of the Exterior Signage shall be subject to the prior written consent of Landlord and any other party having consent rights thereto. Tenant shall maintain such Exterior Signage at Tenant's sole cost and expense (including, without limitation, electricity) and in conformity with all applicable laws and codes.

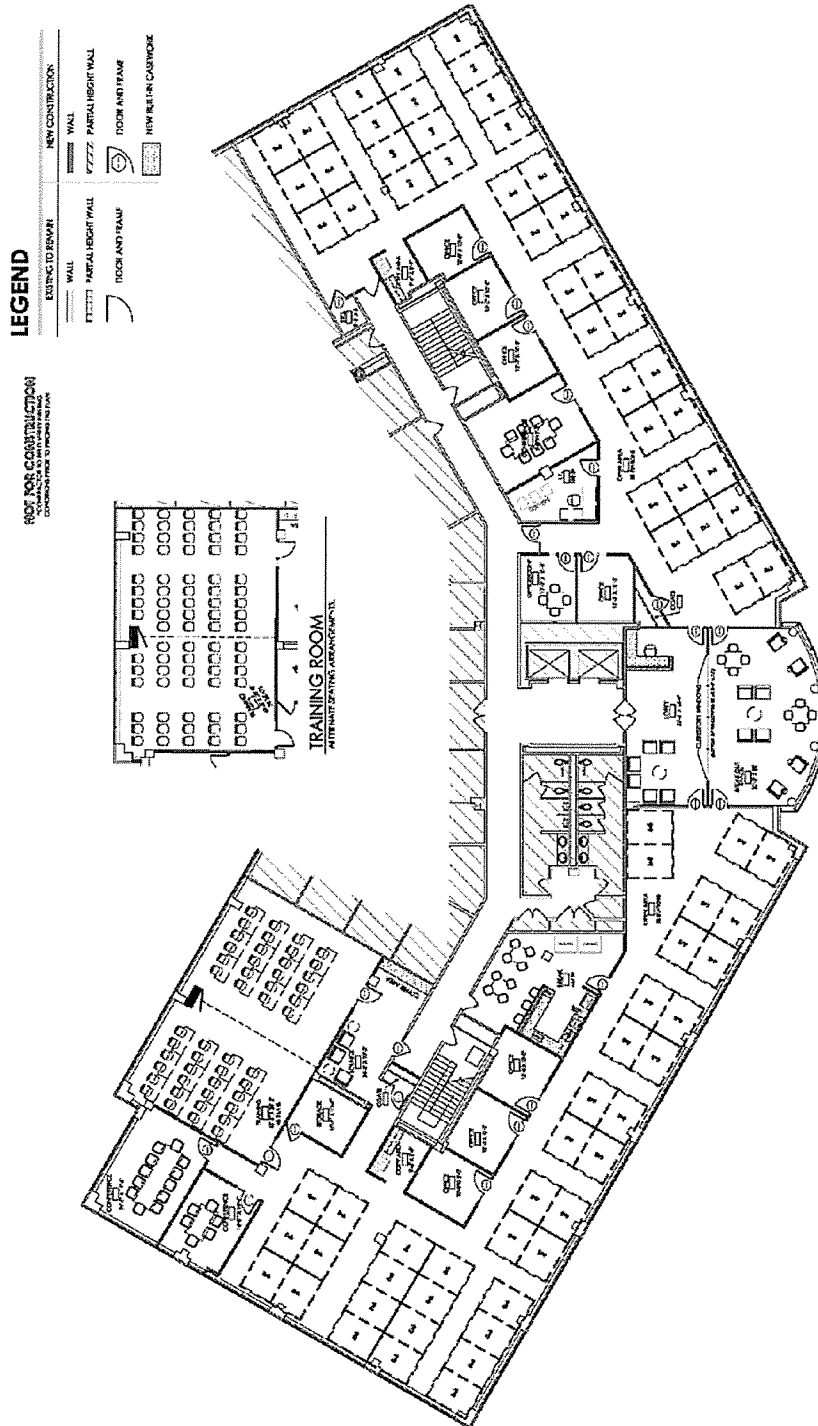
Notwithstanding the foregoing, if during the Term of the Lease, Tenant commits a monetary default under the Lease after giving effect to all applicable cure or grace periods, Tenant is not the largest Tenant in the Building, Tenant assigns, subleases, abandons or vacates the Premises, or the Premises under this Lease occupied by Tenant contain less than 15,218 rentable square feet, then Tenant's right to any Exterior Signage shall, at Landlord's written election to Tenant, terminate and Tenant shall immediately

remove all such signage and repair and restore all damage to the Building caused thereby. At any time that Tenant has previously installed Exterior Signage and subsequently fails to meet any requirement set forth in this Section resulting in Tenant's removal of the Exterior Signage, Tenant shall have no further right to the Exterior Signage and this Section and Tenant's Exterior Signage rights shall automatically terminate. The rights of Tenant contained in this Section, shall (1) be subordinate to existing tenants, any rights of any other tenants in the Building (including, without limitation, extension and renewal rights) and any rights granted by Landlord to future tenants in the event Tenant fails to meet any of the requirements of this Section and (2) apply only for the benefit of the undersigned Tenant and shall not apply in favor of any assignee or sublessee of Tenant.

PART IV EXHIBITS

EXHIBIT A

FLOOR PLAN OF PREMISES



15,218 RENTABLE SQ. FT.
DATE: 03.27.13

HIGH POINT GLOBAL
LAKE POINTE CENTER IV, 3RD FLOOR
8520 ALLISON POINTE BLVD., INDIANAPOLIS, INDIANA

schott design
www.schottdesign.com
SCALE: NOT TO SCALE
PROJECT: 2013.010
PROJECT MGR: ANB

EXHIBIT B
LEGAL DESCRIPTION

Part of the Northwest Quarter of Section 21, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northwest Quarter Section; thence along the South line thereof, South 89 degrees 06 minutes 37 seconds West (assumed bearing) 1199.71 feet; thence North 00 degrees 00 minutes 52 seconds West 12.57 feet to a point on the centerline of East 82nd Street as located by D.O.T. plans for Project ST-05-004A, which point is also the Southwest corner of the Grant of Right of Way for Allison Pointe Boulevard as recorded September 9, 1987 as Instrument 87-105141 in the Office of the Recorder of Marion County, Indiana (the next five courses are along the Westerly and Southerly lines of said Grant of Right of Way); (1) thence continuing North 00 degrees 00 minutes 52 seconds West 536.80 feet to a curve having a radius of 385.00 feet, the radius point of which bears North 89 degrees 59 minutes 08 seconds East; (2) thence Northerly and Northeasterly along said curve 212.52 feet to a point which bears North 58 degrees 23 minutes 15 seconds West from said radius point; (3) thence North 31 degrees 36 minutes 45 seconds East 762.23 feet to a curve having a radius of 305.00 feet, the radius point of which bears North 58 degrees 23 minutes 15 seconds West; (4) thence Northerly, Northwesterly and Westerly along said curve 650.79 feet to a point which bears North 00 degrees 38 minutes 30 seconds West from said radius point; (5) thence South 89 degrees 21 minutes 30 seconds West 204.00 feet to the **Point of Beginning**, which point is also the Northwest corner of a 4.244 acre tract described in a Warranty Deed recorded June 4, 1990 as Instrument 90-54079 in said Recorder's Office; thence along the West line of said 4.244 acre tract, South 00 degrees 38 minutes 30 seconds East 537.17 feet to a point on the South line of the North Half of said Northwest Quarter Section; thence along said South line, South 89 degrees 11 minutes 38 seconds West 345.00 feet; thence North 00 degrees 38 minutes 30 seconds West 473.16 feet to a point on the Southerly right of way line of said Allison Pointe Boulevard, which point is on a curve having a radius of 100.00 feet, the radius point of which bears North 00 degrees 38 minutes 30 seconds West (the next three courses are along the Southerly line of said Allison Pointe Boulevard); (1) thence Easterly and Northeasterly along said curve, 82.98 feet to a point which bears South 48 degrees 11 minutes 15 seconds East from said radius point, and which point is on a reverse curve having a radius of 100.00 feet, the radius point of which bears South 48 degrees 11 minutes 15 seconds East; (2) thence Northeasterly and Easterly along said curve, 82.98 feet to a point which bears North 00 degrees 38 minutes 30 seconds West from said radius point; (3) thence North 89 degrees 21 minutes 30 seconds East 197.44 feet to the Point of Beginning, containing 4.148 acres, more or less.

EXHIBIT C

NOTICE OF LEASE TERM DATES

Date: May 28, 2013

HighPoint Global, LLC
300 N. MERIDIAN STREET
Suite 1750
INDIANAPOLIS, IN 46204

Re: Lease dated May 28, 2013 between Sun Life Assurance Company of Canada, Landlord, and HighPoint Global, LLC, Tenant, (the "Lease") concerning the Premises (as defined in the Lease) located at 8520 Allison Pointe Blvd., Indianapolis, Indiana.

Ladies and Gentlemen:

In accordance with the Lease, please confirm the following by signing below:

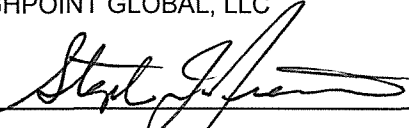
1. The Premises have been accepted by Tenant as being substantially complete in accordance with the Lease, and there is no deficiency in construction.

2. Tenant has possession of the Premises. The Commencement Date of the Lease is _____ and the Term shall end on _____.

Your rent checks should be made payable to _____ [Manager].

AGREED AND ACCEPTED

HIGHPOINT GLOBAL, LLC

By: 
Name: STEPHEN J. NIEMEELÄ

By: _____
Name: _____

EXHIBIT D

WORK LETTER AGREEMENT (Improvement Allowance)

1. **TENANT IMPROVEMENT COORDINATOR.** Within three (3) days after this Agreement is executed by Landlord and Tenant, Landlord and Tenant shall each designate in writing the name of one person who shall be that party's tenant improvement representative. All communication concerning the tenant improvements shall be directed to the appropriate party's tenant improvement representative. Tenant shall not have the right or authority to instruct Landlord's contractor to take any action. Any action Tenant desires Landlord's contractor to take shall be communicated by Tenant to Landlord's tenant improvement representative, and Landlord's tenant improvement representative shall give the necessary instructions to the contractor.

2. **PLANS AND SPECIFICATIONS.**

2.1 **SPACE PLAN.** Within five (5) days after the execution of the Lease, Tenant shall submit to Landlord for approval a detailed space plan ("Space Plan") for the Premises which shall include without limitation, the location of doors, partitions, electrical and telephone outlets, plumbing fixtures, heavy floor loads and other special requirements. Landlord reserves the right to require Tenant to use Landlord's architect and/or space planner. Landlord agrees to cooperate with Tenant and its design representatives in connection with the preparation of the Space Plan. Within a reasonable period after receipt by Landlord of the Space Plan, Landlord (i) shall give its written approval with respect thereto, or (ii) shall notify Tenant in writing of its disapproval and state with specificity the grounds for such disapproval and the revisions or modifications necessary in order for Landlord to give its approval. Within three (3) business days following Tenant's receipt of Landlord's disapproval, Tenant shall submit to Landlord for approval the requested revisions or modifications. Within a reasonable period following receipt by Landlord of such revisions or modifications, Landlord shall give its written approval with respect thereto or shall request other revisions or modifications therein (but relating only to the extent Tenant has failed to comply with Landlord's earlier requests), and any time delay incurred in the approval of the Space Plan from the date of this second notice of disapproval shall constitute Tenant Delay (as that term is defined in section 7 hereof). The preceding sentence shall be implemented repeatedly until Landlord gives its approval to Tenant's Space Plan.

2.2 **PLANS.** Based on the approved Space Plan, Tenant shall cause to be prepared and to be submitted to Landlord for approval detailed plans, specifications and working drawings ("Plans") for the construction of Tenant's leasehold improvements to the Premises ("Improvements"). Landlord reserves the right require Tenant to use Landlord's space planner, architect and/or engineer. As used herein, the term "Improvements" shall include all non-base building work to be done in the Premises pursuant to the Plans, including, but not limited to: demolition work, partitioning, doors, ceiling, floor coverings, wall finishes (including paint and wall coverings), window coverings, electrical (including lighting, switching, telephones, outlets, computer and special electrical equipment, etc.), plumbing, heating, ventilating and air conditioning, fire protection, cabinets and other millwork. If Tenant has leased an entire floor, the Improvements shall include finished toilet rooms, corridors and elevator vestibules. Tenant shall submit the Plans to Landlord for approval within ten (10) days following Landlord's approval of the Space Plan. Within a reasonable period after receipt by Landlord of the Plans, Landlord (i) shall give its written approval with respect thereto, or (ii) shall notify Tenant in writing of its disapproval and state with specificity the grounds for such disapproval and the revisions or modifications necessary in order for Landlord to give its approval. Within five (5) days following Tenant's receipt of Landlord's disapproval, Tenant shall submit to Landlord for approval the requested revisions or modifications. Within a reasonable period following receipt by Landlord of such revisions or modifications, Landlord shall give its written approval with respect thereto or shall request other revisions or modifications therein (but relating only to the extent Tenant has failed to comply with Landlord's earlier requests), and any time delay incurred in the approval of the Plans from the date of this second notice of disapproval shall constitute Tenant Delay. The preceding sentence

shall be implemented repeatedly until Landlord gives its approval to Tenant's Plans. After approval of the Plans by Landlord, no further changes to the Plans shall be made without the prior written approval of Landlord and only after Tenant agreeing that any delays in design and/or construction resulting from such change shall constitute a Tenant Delay. Tenant acknowledges that Landlord's review and approval of the Plans is not conducted for the purpose of determining the accuracy and completeness of the Plans, their compliance with applicable codes and governmental regulations or their sufficiency for purposes of obtaining a building permit, all of which shall remain the responsibility of Tenant and Tenant's architect. Accordingly, Landlord shall not be responsible for any delays in obtaining the building permit due to the insufficiency of the Plans or any delays due to changes in the Plans required by the applicable governmental regulatory agencies reviewing the Plans, which delays shall constitute Tenant Delay.

3. **SPECIFICATIONS FOR BUILDING STANDARD IMPROVEMENTS.** Specifications and details for building standard improvements ("Standards") are available from Landlord. Except as specified in section 4 below, the Space Plan and Plans shall be consistent with the Standards, and no deviations shall be permitted from the Standards without Landlord's consent as set forth in section 4 below.

4. **GROUND'S FOR DISAPPROVAL.** Tenant may request deviations from the Standards for Improvements provided that the deviations ("Non-Standards") shall not be of lesser quality than the Standards. Landlord shall not be required to approve any Non-Standards that are not acceptable to Landlord, in Landlord's sole and absolute discretion.

5. **IMPROVEMENT COST AND ALLOWANCE.**

5.1 **COST BREAKDOWN.** Within a reasonable period following approval of the Plans, Landlord shall provide Tenant with a breakdown of the estimated total cost of the Improvements ("Cost Breakdown"), including, without limitation: construction cost of the Improvements; architectural and engineering fees relating to the preparation and review of the Space Plan and the Plans (inclusive of all design work above and below the ceiling); governmental agency plan check, permit and other fees; sales and use taxes; testing and inspection costs; and construction fees (including general contractor's overhead and supervision fees and the construction supervisory fee referred to in section 6.3 hereof). Within five (5) days after receipt by Tenant of the Cost Breakdown, Tenant shall either approve the same in writing or shall provide Landlord with a detailed list of revisions to the approved Plans, and any time delay incurred in the approval of the Cost Breakdown from the date of Landlord's receipt of Tenant's list of revisions to the approved Plans shall constitute Tenant Delay. The Cost Breakdown shall not include the cost of computer or telephone wiring or any cost of purchasing furniture, fixtures or equipment (collectively, "FF&E"), and, except as provided in this Exhibit D, the cost of all FF&E shall be paid by Tenant, at Tenant's sole expense. References to or depictions of FF&E on the Space Plan or the Plans shall not be interpreted to entitle Tenant to use any portion of the Improvement Allowance (as defined below) to pay costs or expenses associated with the purchase or installation of FF&E.

5.2 **IMPROVEMENT ALLOWANCE.** Landlord hereby grants to Tenant an "Improvement Allowance" of Eighteen Dollars (\$18.00) per rentable square foot in the Premises, which Improvement Allowance shall be used only for the items specified in the Cost Breakdown and as set forth in this Exhibit D, except as provided in this Section 5.2 below. In the event that the Cost Breakdown exceeds the Improvement Allowance, Tenant shall pay to Landlord the sum in excess of the Improvement Allowance by cashier's check, which payment shall be made within five (5) days of Landlord's notice to Tenant that Landlord is prepared to commence construction. In the event that there is any remaining Improvement Allowance upon completion of the Tenant Improvements, Tenant may apply up to \$2.50 per rentable square foot in the Premises of said remaining amount toward cabling, wiring and furniture provided Tenant delivers Landlord paid invoices therefor within thirty (30) days following the Commencement Date.

5.3 **COST INCREASES.** In the event that the cost of the Improvements increases subsequent to Tenant's approval of the Cost Breakdown due to the requirements of any governmental agency imposed with respect to the construction of the Improvements or due to any other unforeseeable circumstances,

Tenant shall pay to Landlord the amount of such increase within five (5) days of Landlord's written notice; provided, however, that Landlord shall first apply toward such increase any remaining balance in the Improvement Allowance.

5.4 **CHANGE IN PLANS.** In the event that Tenant requests a change in the Plans subsequent to approval of the Cost Breakdown, Landlord shall advise Tenant as to any increases in the cost of the Improvements and as to any delay such change would cause in the construction of the Improvements, which delay would constitute a Tenant Delay. Tenant shall approve or disapprove such change within five (5) days of written notice. In the event that Tenant approves such change, Tenant shall accompany its approval with payment in the amount of the increase; provided, however, that Landlord shall first apply toward such increase any remaining balance in the Improvement Allowance. Landlord shall have the right to decline Tenant's request for a change in the approved Plans if the change is inconsistent with sections 2, 3 or 4 above, or if the change would, in Landlord's reasonable opinion, delay construction of the Improvements.

5.5 **NO REFUND.** If the actual cost of the Improvements does not exceed the Improvement Allowance, the unused portion of the Improvement Allowance shall not be paid or refunded to Tenant or be available to Tenant as a credit against any obligations of Tenant under the Lease, except as otherwise provided in section 5.2 above.

6. **CONSTRUCTION OF IMPROVEMENTS.**

6.1 **CONSTRUCTION.** Within a reasonable period following approval of the Cost Breakdown by Tenant, and upon payment of any sum required under section 5.2 above, Landlord shall instruct its contractor to secure a building permit and commence construction.

6.2 **COMPLETION.** Landlord shall endeavor to cause the contractor to substantially complete construction of the Improvements in a diligent manner, but Landlord shall not be liable for any loss or damage as a result of delays in construction or delivery of possession of the Premises.

6.3 **CONSTRUCTION SUPERVISORY FEE.** The cost of the Improvements shall include a construction supervisory fee equal to five percent (5%) of the total cost of constructing the Improvements.

7. **COMMENCEMENT DATE.** The Commencement Date under the Lease shall be governed by the Lease. However, if there shall be a delay ("Tenant Delay") beyond the Commencement Date in the substantial completion of the Improvements as a result of:

7.1 Tenant's failure to submit or revise the Space Plan within the time limits provided herein;

7.2 Tenant's failure to submit or revise the Plans within the time limits provided herein;

7.3 Tenant's failure to approve the Cost Breakdown or to pay the sum specified in section 5.2 above within the time limits provided herein;

7.4 Tenant's request for Non-Standards, whether as to materials or installation, that extend the time it takes to obtain necessary building permits or other governmental authorizations or construction period;

7.5 Insufficiency of the Plans that extend the time it takes to obtain necessary building permits or other governmental authorizations or changes in the Plans required by the applicable governmental regulatory agencies reviewing the Plans;

7.6 Tenant's changes in the Plans after the approval by Landlord; or

7.7 Any other act or omission of Tenant constituting a Tenant Delay under the terms of this Agreement.

8. **DAMAGES FOR TENANT DELAY.** Tenant shall pay to Landlord an amount equal to one thirtieth (1/30th) of the Base Rent due for the first full calendar month of the Lease Term for each day of Tenant Delay. For purposes of the foregoing calculation, the Base Rent payable for the first full calendar month of the Term of this Lease shall not be reduced by any abated rent, conditionally waived rent, free rent or similar rental concessions, if any. Landlord and Tenant agree that the foregoing payment constitutes a fair and reasonable estimate of the damages Landlord will incur as the result of a Tenant Delay. Within thirty (30) days after Landlord tenders possession of the Premises to Tenant, Landlord shall notify Tenant of Landlord's reasonable estimate of the date Landlord could have delivered possession of the Premises to Tenant but for the Tenant Delays. After delivery of said notice, Tenant shall immediately pay to Landlord the amount described above for the period of Tenant Delay.

9. **INCORPORATION.** This Agreement is and shall be incorporated by reference in the Lease, and all of the terms and conditions of the Lease are and shall be incorporated herein by this reference.