

FIRST AMENDMENT TO OFFICE LEASE

This First Amendment to Office Lease (the "*First Amendment*") is made and entered into September 20, 2018 ("*Effective Date*"), by and between LAKE POINTE SUB-TENANT, LLC, an Indiana limited liability company ("*Landlord*"), as successor-in-interest to Lake Point Tenant, LLC, an Indiana limited liability company, under that certain Office Sub-Lease Agreement dated August 18, 2014, as successor in interest to Lake Pointe Fee Owner LLC, an Indiana limited liability company, under that certain Master Lease Agreement dated August 18, 2014, successor in interest to SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian corporation ("*Original Landlord*") and THE WESTERN AND SOUTHERN LIFE INSURANCE COMPANY, an Ohio corporation ("*Tenant*").

RECITALS:

A. Original Landlord and Tenant executed that certain Office Lease dated October 15, 2013 (the "*Lease*") pursuant to which Tenant is currently leasing approximately 3,829 rentable square feet (the "*Premises*") comprised of Suite 110 in that certain building known as Lake Pointe IV located at 8520 Allison Pointe Boulevard, Indianapolis, Indiana ("*Building*").

B. Landlord and Tenant desire to extend the Term of the Lease and to further modify the Lease as set forth in this First Amendment.

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

1. Recitals and Capitalized Terms. The foregoing recitals are true and correct and are incorporated herein by this reference. Unless otherwise expressly provided herein, capitalized terms used herein shall have the same meanings as designated in the Lease. All references herein to the Lease shall include this First Amendment.

2. Part I – Cover Sheet. The definitions set forth in Part I – Cover Sheet for Landlord, Manager, Manager's Address, Building, and Public Liability Insurance Amount are deleted in their entirety and replaced with the following:

"Landlord: LAKE POINTE SUB-TENANT, LLC, a Delaware limited liability company

Landlord's Address: c/o USAA Real Estate Company
9830 Colonnade Boulevard, Suite 600
San Antonio, Texas 78230-2239
Attention: Head of Office Asset Management
Attention: General Counsel

Manager: Jones Lange LaSalle Americas Inc.

Manager's Address: 8470 Allison Pointe Blvd. Suite 210
Indianapolis, Indiana 46250
Attention: Property Manager – Lake Pointe Center III and IV."

3. Part I – Cover Sheet. The definition set forth in Part I – Cover Sheet for Tenant's Notice Address is deleted in its entirety and replaced with the following:

"Tenant: The Western and Southern Life Insurance Company
c/o Eagle Realty Group, LLC
421 East Fourth Street
Cincinnati, Ohio 45202
Attn: Real Estate Services Dept.

With a copy to: The Western and Southern Life Insurance Company
400 Broadway
Cincinnati, Ohio 45202
Attn: Law Department"

4. Building; Tenant's Percentage. Effective as of April 1, 2019, the definitions set forth in Part I – Cover Sheet for Building and Tenant's Percentage are deleted in their entirety and replaced with the following:

"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 81,295 square feet of space.

Tenant's Percentage: 4.71% (3,829 rentable square feet in the Premises divided by 81,295 rentable square feet in the Building)."

5. Extension of Term. Part I – Cover Sheet is amended to extend the Term of the Lease for a period of 64 months (the "**First Extended Term**"), commencing on April 1, 2019, and ending at 11:59 p.m. on July 31, 2024.

6. Base Rent for the First Extended Term. Part I – Cover Sheet is amended to add the following to the Base Rent schedule for the First Extended Term:

<u>"Months</u>	<u>Monthly Base Rent</u>	<u>Period Base Rent</u>
04/01/2019 – 07/31/2019*	\$6,860.29	\$27,441.16
08/01/2019 – 03/31/2020	\$6,860.29	\$54,882.32
04/01/2020 – 03/31/2021	\$7,019.83	\$84,237.96
04/01/2021 – 03/31/2022	\$7,179.38	\$86,152.56
04/01/2022 – 03/31/2023	\$7,338.92	\$88,067.04
04/01/2023 – 03/31/2024	\$7,498.46	\$89,981.52
04/01/2024 – 07/31/2024	\$7,658.00	\$30,632.00

* Provided that no event that constitutes a default (as described in Part II – Section 8.1) by Tenant occurs under this Lease that continues beyond any applicable notice or cure periods, the Base Rent shall be abated for the period commencing April 1, 2019 through July 31, 2019 ("**Base Rent Abatement Period**"). All of the remaining terms and conditions of this Lease shall remain in full force and effect during the foregoing Base Rent Abatement Period. If any default occurs under this Lease that is not cured after any required notice is provided and before the expiration of any

applicable cure period, then, in addition to Landlord's other remedies available at law, in equity or under this Lease, the Base Rent abatement provided for herein shall immediately terminate, and all Base Rent which has then previously been abated shall immediately become due and payable."

7. Base Year and Comparison Year Operating Expenses. Effective as of April 1, 2019, (i) Part II – Section 3.2(b)(i) is amended to change the Base Year to calendar year 2018; and (ii) Part II – Section 3.2(b)(v)-(vi) are deleted in their entirety and replaced with the following:

"(v) Base Year Operating Expenses. If the Building is less than 95% occupied, then all additional Operating Expenses that Landlord reasonably determines to vary in accordance with the occupancy level of the Building and that it would have paid or incurred during the Base Year shall be included in the Operating Expenses for the Base Year as if the Building had been 95% occupied. If the Building is 95% or more occupied, but less than 100% occupied, then all additional Operating Expenses that Landlord reasonably determines to vary in accordance with the occupancy level of the Building and that it would have paid or incurred during the Base Year shall be included in the Operating Expenses for the Base Year as if the Building had been 100% occupied.

(vi) Comparison Year Operating Expenses. If the Building is less than 95% occupied, then all additional Operating Expenses that Landlord reasonably determines to vary in accordance with the occupancy level of the Building and that it would have paid or incurred during any Comparison Year shall be included in the Operating Expenses for such Comparison Year as if the Building had been 95% occupied. If the Building is 95% or more occupied, but less than 100% occupied, then all additional Operating Expenses that Landlord reasonably determines to vary in accordance with the occupancy level of the Building and that it would have paid or incurred during any Comparison Year shall be included in the Operating Expenses for such Comparison Year as if the Building had been 100% occupied."

8. Landlord's Lien. Section 5.2(b) of the Lease is hereby deleted in its entirety.

9. Assignment. Clause (g) of Part II – Section 7.3 Assignment; Sublease is deleted in its entirety and replaced with the following:

"(g) The Net Worth of the Affiliate at the time of such assignment or subletting must be equal to or greater than (i) the Net Worth of Tenant as of the date of Tenant's execution of the First Amendment and (ii) the Net Worth of Tenant at the time of said transfer."

10. Insurance. Part II – Section 7.5 Tenant's Insurance is deleted in its entirety and replaced with the following:

"7.5 Tenant's Insurance. Tenant will carry and maintain, at Tenant's expense, the following insurance, in the minimum amounts specified below or such other amounts as Landlord may from time to time reasonably request, with insurance companies and on forms reasonably satisfactory to Landlord:

(a) Commercial general liability insurance, with a combined single occurrence limit and aggregate of not less than \$1,000,000. All such insurance will be on an occurrence ISO form including without limitation, bodily injury, property damage, personal injury, advertising injury.

products and completed operations liability, and contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in this Lease;

(b) A policy of cause of loss-specialty property insurance coverage at least equal to ISO Special Form Causes of Loss and covering all of Tenant's furniture and fixtures, machinery, equipment, stock and any other personal property owned and used in Tenant's business and found in, on or about the Property, and any leasehold improvements to the Premises in excess of any initial buildout of the Premises by Landlord, in an amount not less than the full replacement cost;

(c) Worker's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the state in which the Premises are located, including employer's liability insurance in the limit of \$1,000,000 aggregate (provided that Tenant may self-insure for workers' compensation if approved for self-insurance by the State of Indiana and Tenant delivers to Landlord a copy of such approval and related evidence of the continued approval and compliance of such self-insurance program as Landlord may reasonably request from time to time);

(d) If Tenant operates owned, hired, or nonowned vehicles on the Property, comprehensive automobile liability will be carried at a limit of liability not less than \$1,000,000 combined bodily injury and property damage;

(e) Umbrella liability insurance in excess of the underlying coverage listed in paragraphs (a), (c) and (d) above, with limits of not less than \$4,000,000 per occurrence/\$4,000,000 aggregate;

(f) Loss of income and extra expense insurance and contingent business income insurance in amounts as will reimburse Tenant for direct or indirect loss of earning attributable to all perils insured against under the ISO Causes of Loss - Special Form Coverage, or attributable to prevention of access to the Premises as a result of such perils. Such insurance shall provide for an extended period of indemnity to be not less than 12 months; and

(g) All insurance required under this Section 7.5 shall be issued by such good and reputable insurance companies qualified to do and doing business in the state in which the Premises are located and having a policyholder rating of not less than "A-" and a financial rating of "VIII" in the most current copy of Best's Insurance Report in the form customary to this locality. Landlord and its affiliates, Landlord's management company, Landlord's mortgagee, and such other parties as Landlord shall designate to Tenant who have an insurable interest in the Premises or Property shall: (i) be named as additional insureds with respect to the coverages provided for under Section 7.5 (a), (d) and (e), (ii) have waiver of subrogation rights with respect to the coverages provided for under Section 7.5 (a), (c), (d) and (e), and (iii) be named as loss payees as their interest may appear with respect to the coverage provided under Section 7.5 (b). Certificates of insurance providing the required coverage will be delivered to Landlord from time to time at least five (5) days prior to expiration of the term thereof. Tenant shall promptly provide Landlord notice if Tenant is notified by any of its insurance providers of cancellation or non-payment of premiums. All commercial general liability and property policies (including any umbrella policies in excess of such policies) herein required to be maintained by Tenant will be written as primary policies, not contributing with and not supplemental to the coverage that Landlord may carry. Commercial general liability insurance required to be maintained by Tenant by this Section 7.5 will not be subject to a deductible or any self-insured retention in excess of \$1,000,000.00. Landlord makes no representation that the limits of liability specified to be carried

by Tenant pursuant to this Section 7.5 are adequate to protect Tenant and Tenant should obtain such additional insurance or increased liability limits as Tenant deems appropriate. Furthermore, in no way does the insurance required herein limit the liability of Tenant assumed elsewhere in this Lease."

11. Part II –Section 9.1(g) Waiver of Subrogation and Section 11.7 Waiver of Liability are deleted in their entirety and replaced with the following new Section 11.7:

"11.7 Waiver of Liability and Subrogation. Landlord and Tenant each releases, discharges and waives and shall cause their respective insurance carriers to waive any and all rights to recover against the other or against the officers, employees, agents, invitees, contractors and representatives of such other party for any loss or damage to such waiving party (including deductible and self-insured retention amounts) regardless of cause or origin, including but not limited to the sole or contributory negligence of the other party hereto, its agents, members, managers, partners, shareholders, officers and employees to the extent covered by any property insurance required to be carried (regardless of whether actually carried) by such party pursuant to this Lease, any other property insurance actually carried by such party to the extent of the limits of such policy, or that would be covered by property insurance that provides for full replacement coverage if the insurance such party is required to carry pursuant to this Lease does not require full replacement coverage (regardless of whether actually carried). Tenant agrees to cause all other occupants of the Premises claiming by, under or through Tenant, to execute and deliver to Landlord and its affiliates, Landlord's management company, and Landlord's mortgagee such a release, discharge and waiver of claims and to obtain such waiver of subrogation rights endorsements."

12. Part II –Section 10.1 Subordination is amended to delete "twenty (20)" and replace it with "ten (10)".

13. Part II –Section 11.2 Notices is amended to provide that notices to Landlord shall be addressed to Landlord's Address with a copy to Manager at Manager's Address.

14. Options. The Extension Option set forth in Part III.A - Additional Provisions of the Lease, the Expansion Option set forth in Exhibits F and Exhibit F-1 to the Lease and the Right of First Refusal set forth in Exhibit G and Exhibit G-1 to the Lease are deleted in their entirety. Landlord and Tenant acknowledge and agree that Landlord has not granted Tenant (i) any rights of first refusal; (ii) any expansion rights; (iii) except for the Right of First Offering (as defined in **Paragraph 17**), any rights of first offer; (iv) except for the Termination Option (as defined in **Paragraph 18**), any rights to cancel or terminate the Lease as to all or any portion of the Premises; or (v) except for the Renewal Option (as defined in **Paragraph 15**), any options to renew or extend the Term as to any of the Premises for any period after or beyond the expiration of the First Extended Term set forth in this First Amendment.

15. Renewal Option. Provided that (i) no material adverse change has occurred in Tenant's financial condition, (ii) the Lease is in full force and effect, and (iii) no default shall exist under this Lease beyond any applicable notice or cure periods, either on the date Tenant exercises its Renewal Option (as defined in this **Paragraph 15**) or as of the effective date of the Renewal Term (as defined in this **Paragraph 15**) or would exist but for the pendency of any cure periods provided under Section 8.1 of the Lease (unless such event of default requires notice under Section 8.1 and Landlord has not delivered such notice to Tenant); Tenant shall have the option to extend the Term of this Lease with respect to the entire Premises for one (1) additional period ("**Renewal Option**") of five (5) years ("**Renewal Term**"). The Renewal Option shall be subject to all of the terms and conditions contained in the Lease except that (i)

the Renewal Rent (as defined in this **Paragraph 15**) shall be at the then prevailing Market Rate (as defined in this **Paragraph 15**) on the commencement date of the Renewal Term; (ii) Landlord shall have no obligation to improve the Premises or provide any improvement allowance; and (iii) there shall be no further option to extend the Term beyond the Renewal Term.

15.1 Determination of Market Rate. Tenant shall send Landlord a preliminary expression of Tenant's willingness to renew this Lease ("**Renewal Notice**") no earlier than August 1, 2023, or later than October 31, 2023. Tenant and Landlord shall negotiate in good faith to determine and mutually agree upon the Market Rate for the Renewal Term. If Landlord and Tenant are unable to agree upon the Market Rate for the Renewal Term, on or before November 30, 2023 (the "**Negotiation Period**"), as evidenced by an amendment to the Lease executed by both Landlord and Tenant, then within 10 days after the last day of the Negotiation Period, Tenant may, by written notice to Landlord (the "**Notice of Exercise**"), irrevocably elect to exercise such Renewal Option. In order for Tenant to exercise such Renewal Option, Tenant shall send the Notice of Exercise to Landlord stating (i) that Tenant is irrevocably exercising its right to extend the Term pursuant to this **Paragraph 15**; and (ii) Landlord and Tenant shall be irrevocably bound by the determination of Market Rate set forth hereinafter in this **Paragraph 15.1**, and if applicable, **Paragraph 15.3**. If Tenant shall fail to deliver the Notice of Exercise on or before 10 days after the last day of the Negotiation Period, then Tenant shall have waived any right to exercise the Renewal Option. In the event any date referenced in this **Paragraph 15.1** falls on a day other than a business day, such date shall be deemed to be the next following business day.

In the event Tenant timely delivers the Notice of Exercise to Landlord, Landlord and Tenant shall each simultaneously present to the other party their final determinations of the Market Rate for the Renewal Term (the "**Final Offers**") within 15 days after the last day of the Negotiation Period. If the Market Rate as determined by the lower of the two (2) proposed Final Offers is not more than ten percent (10%) below the higher, then the Market Rate shall be determined by averaging the two (2) Final Offers.

If the difference between the lower of the two (2) proposed Final Offers is more than ten percent (10%) below the higher, then the Market Rate shall be determined by the procedure ("**Baseball Arbitration**") set forth in **Paragraph 15.3**.

15.2 Renewal Rent. The Renewal Rent for the Renewal Term shall be an amount equal to the prevailing Market Rate. As used herein "**Market Rate**" shall mean the then prevailing market rate for full service base rent for tenants of comparable quality for renewal leases in buildings of comparable size, age, use, location and quality in the northside of Indianapolis and Keystone submarkets market area, taking into consideration the extent of the availability of space as large as the Premises in the marketplace and all other economic terms then customarily prevailing in such renewal leases in said marketplace.

15.3 Baseball Arbitration. For all purposes of this **Paragraph 15**, Baseball Arbitration shall follow the following procedures:

(a) Within 20 days after Landlord's receipt of Tenant's Notice of Exercise, Tenant and Landlord shall each select an arbitrator ("**Tenant's Arbitrator**" and "**Landlord's Arbitrator**", respectively) who shall be a qualified and impartial person licensed in the State of Indiana as an MAI appraiser with at least five (5) years of experience in appraising the type of

matters for which they are called on to appraise hereunder in the northside of Indianapolis and Keystone submarkets market area.

(b) Landlord's Arbitrator and Tenant's Arbitrator shall name a third arbitrator, similarly qualified, within 10 days after the appointment of Landlord's Arbitrator and Tenant's Arbitrator.

(c) Said third arbitrator shall, after due consideration of the factors to be taken into account under the definition of Market Rate set forth in **Paragraph 15.1** and hearing whatever evidence the arbitrator deems appropriate from Landlord, Tenant and others, and obtaining any other information the arbitrator deems necessary, in good faith, make its own determination of the Market Rate for the Premises as of the commencement of the Renewal Term (the "**Arbitrator's Initial Determination**") and thereafter select either Landlord's Final Offer or the Tenant's Final Offer, but no other, whichever is closest to the Arbitrator's Initial Determination (the "**Final Determination**"), such determination to be made within 30 days after the appointment of the third arbitrator. The Arbitrator's Initial Determination, Final Determination and the market information upon which such determinations are based shall be in writing and counterparts thereof shall be delivered to Landlord and Tenant within said 30 day period. The arbitrator shall have no right or ability to determine the Market Rate in any other manner. The Final Determination shall be binding upon the parties hereto.

(d) The costs and fees of the third arbitrator shall be paid by Landlord if the Final Determination shall be Tenant's Final Offer or by Tenant if the Final Determination shall be Landlord's Final Offer.

(e) If Tenant fails to appoint Tenant's Arbitrator in the manner and within the time specified in **Paragraph 15.3**, then the Market Rate for the Renewal Term shall be the Market Rate contained in the Landlord's Final Offer. If Landlord fails to appoint Landlord's Arbitrator in the manner and within the time specified in **Paragraph 15.3** then the Market Rate for the Renewal Term shall be the Market Rate contained in the Tenant's Final Offer. If Tenant's Arbitrator and Landlord's Arbitrator fail to appoint the third arbitrator within the time and in the manner prescribed in **Paragraph 15.3**, then Landlord and Tenant shall jointly and promptly apply to the local office of the American Arbitration Association for the appointment of the third arbitrator

15.4 Personal Option. The Renewal Option is personal with respect to THE WESTERN AND SOUTHERN LIFE INSURANCE COMPANY. Any assignment or subletting shall automatically terminate THE WESTERN AND SOUTHERN LIFE INSURANCE COMPANY's rights hereunder. Time is of the essence with respect to the provisions of this **Paragraph 15.**

16. Exhibits. Exhibit B – Legal Description attached to this First Amendment was referenced in Part IV – Exhibits of the Lease, but was not attached and is now incorporated into the Lease by this reference. Exhibit D – Rules and Regulations attached to the Lease is deleted in its entirety and replaced with the new Exhibit D attached hereto and incorporated herein

17. Right of First Offering. If, at any time after the Effective Date, the 1,403 rentable square feet of space contiguous to the Premises, comprised of Suite 110B located on the first floor of the Building and outlined on Exhibit A-1 attached to this First Amendment and incorporated by this reference (a "**Right of First Offering Space**") becomes vacant and is not subject to any Senior Rights (as

defined below), Landlord shall so notify Tenant (the “**Right of First Offering Notice**”), which Right of First Offering Notice shall contain the material economic terms on which Landlord is willing to lease the Right of First Offering Space to Tenant (including, without limitation, market rent and rentable square footage). Tenant shall then have a period of seven (7) business days after the date of Landlord’s delivery of such Right of First Offering Notice during which to elect either to lease all of the Right of First Offering Space described in the Right of First Offering Notice (on the terms set forth in such notice) or refuse to lease the same (“**Right of First Offering**”). Failure of Tenant to deliver notice of such election within such 7-business day period shall be deemed a refusal to lease such Right of First Offering Space. If Tenant refuses to lease such Right of First Offering Space, Landlord shall be free to lease the Right of First Offering Space to a third party (or parties) without regard to the Right of First Offering, and this **Paragraph 17** shall terminate and be of no further force and effect. If Tenant properly exercises its Right of First Offering, Tenant’s Right of First Offering shall continue to apply to the balance of the Right of First Offering Space, subject to the terms of this **Paragraph 17**.

17.1 Limitations. This Right of First Offering shall not apply to space that is currently vacant until such currently vacant space is leased and subsequently becomes vacant. The Right of First Offering is also subject and subordinate to any rights of first offer, rights of first refusal, or other expansion rights of other tenants as of the Effective Date, as well as the right of Landlord to renew or extend the term of any current lease or sublease of any tenant, subtenant or other occupant of the Right of First Offering Space as of the Effective Date (whether or not the renewal or extension is on the exact terms contained in such tenant’s lease, subtenant’s sublease or consummated pursuant to a lease amendment or a new lease and regardless of whether such lease or sublease contained a written renewal option) (collectively, “**Senior Rights**”).

17.2 Lease Amendment. If Tenant elects to lease the Right of First Offering Space, then Landlord and Tenant, within thirty (30) days after Tenant delivers to Landlord notice of the exercise of the Right of First Offering, shall execute an amendment to this Lease which shall (i) add the applicable Right of First Offering Space to the Premises under this Lease for a term that is coterminous with the remaining First Extended Term; (ii) increase the annual Base Rent by an amount equal to the product of the total number of rentable square feet in the Right of First Offering Space, multiplied by the then-prevailing annual market rent for the Right of First Offering Space, as reasonably determined by Landlord and as set forth in the Right of First Offering Notice, (iii) increase Tenant’s Percentage in direct proportion to the increase of rentable square footage in the Premises as a result of said amendment, and (iv) memorialize the other terms set forth in Landlord’s Right of First Offering Notice. Except as otherwise indicated in Landlord’s Right of First Offering Notice and this **Paragraph 17**, all of the terms and conditions contained in this Lease shall apply to the Right of First Offering Space; provided, however, Tenant shall not be entitled to any improvement allowance, moving allowance, free rent or rent abatement concession for any Right of First Offering Space, unless specifically set forth in Landlord’s Right of First Offering Notice. Unless otherwise set forth in Landlord’s Right of First Offering Notice, the commencement date for any Right of First Offering Space shall be 30 days after the later of (x) Tenant’s delivery to Landlord of notice of Tenant’s election to lease said Right of First Offering Space or (y) vacation of such Right of First Offering Space by the previous tenant; provided, however, in the event Tenant actually occupies any portion of the Right of First Offering Space prior to such date for the conduct of its business, the commencement date shall be the earlier date upon which Tenant occupies such Right of First Offering Space. If Tenant exercises any Right of First Offering, the term with respect to such Right of First Offering Space shall be coterminous with the current remaining Term with respect to the Premises, as it may be extended.

17.3 Condition of Premises. Tenant shall accept any Right of First Offering Space in “as is” condition as of the date of any election to lease such space hereunder, except as may be provided in the Right of First Offering Notice.

17.4 Conditions Precedent. Tenant’s Right of First Offering and Landlord’s obligation to deliver the Right of First Offering Notice are expressly subject to the following conditions precedent: (i) this Lease is in full force and effect, (ii) no material adverse change in Tenant’s financial condition has occurred, (iii) no default shall exist under this Lease beyond any applicable notice or cure periods, or would exist but for the pendency of any cure periods provided under Section 8.1 of the Lease (unless such event of default requires notice under Section 8.1 and Landlord has not delivered such notice to Tenant) either at the time Tenant delivers notice to Landlord of Tenant’s election to exercise the Right of First Offering or as of the commencement date for the Right of First Offering Space; (iv) at least 24 months remain in the First Extended Term; and (v) Tenant has not delivered the Termination Notice.

17.5 Holdover. Landlord shall not be liable for the failure to give possession of any Right of First Offering Space to Tenant by reason of the unauthorized holding over or retention of possession by any other tenant or occupant thereof, and no such failure shall impair the validity of this Lease or extend the Term thereof.

17.6 Personal Right. The Right of First Offering is personal with respect to THE WESTERN AND SOUTHERN LIFE INSURANCE COMPANY. Any assignment or subletting shall automatically terminate THE WESTERN AND SOUTHERN LIFE INSURANCE COMPANY’s rights under this **Paragraph 17**.

18. Termination Option. Provided that no default shall exist under this Lease beyond any applicable notice or cure periods, or would exist but for the pendency of any cure periods provided under Section 8.1 of the Lease (unless such event of default requires notice under Section 8.1 and Landlord has not delivered such notice to Tenant), either on the date Tenant delivers its Termination Notice (as defined in this **Paragraph 18**) or on the Termination Date (as defined in this **Paragraph 18**), Tenant shall have the one-time right to terminate this Lease with respect to the entire Premises as of the date (the “**Termination Date**”) that is the later of July 31, 2022 or the date that is the last day of the month that is 12 months after Tenant’s delivery of the Termination Notice (as defined in this **Paragraph 18**) by giving Landlord at least 365 days’ prior written notice of its intention to terminate (the “**Termination Notice**”) accompanied by a payment of a termination fee (the “**Termination Fee**”) to Landlord calculated through the Termination Date. The Termination Fee shall be in the amount of (i) the unamortized Signage Allowance (as defined in **Paragraph 19**), brokerage commissions, Base Rent abatement, and legal expenses of Landlord incurred in connection with this First Amendment based upon the actual First Extended Term, excluding the Basic Rent Abatement Period, each calculated at an interest rate of eight percent (8%), plus (ii) three (3) months of Base Rent and additional rent for Tenant’s Share of Expenses in the amounts Tenant would have paid during the month in which the Termination Date occurs. Tenant’s failure to pay such Termination Fee simultaneously with Tenant’s delivery of its Termination Notice shall render void the termination of this Lease and this Lease shall continue in full force and effect. Tenant shall pay all Rent due to and through the Termination Date specified and shall surrender the Premises to Landlord on or before the Termination Date in the manner and in the condition provided for in the Lease. Tenant shall permit Landlord or its Agents (as defined in Exhibit D), at any time and without notice, to enter the Premises, without charge therefore to Landlord and without diminution of Rent, to exhibit the same to prospective tenants after Tenant’s delivery of the Termination Notice. The Termination Fee shall not be deemed to be Rent payable under the terms of the Lease, but rather shall be deemed liquidated damages payable by Tenant to Landlord in consideration of Landlord’s agreement to terminate the Lease

as herein provided. This Termination Option shall terminate if Tenant leases any additional space in the Project, including, without limitation, the Right of First Offering Space.

19. Condition of the Premises. Except for Landlord's obligation to fund the Signage Allowance (as defined in this **Paragraph 19**), Tenant acknowledges that Landlord has no obligation to improve the Premises and TENANT ACCEPTS THE PREMISES "**AS IS**", "**WHERE IS**" AND **WITH ANY AND ALL FAULTS**. LANDLORD NEITHER MAKES NOR HAS MADE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY, SUITABILITY OR FITNESS THEREOF OF THE PREMISES, OR THE CONDITION OR REPAIR THEREOF. TENANT'S CONTINUED OCCUPATION OF THE PREMISES SHALL BE CONCLUSIVE EVIDENCE FOR ALL PURPOSES OF TENANT'S ACCEPTANCE OF THE PREMISES IN GOOD ORDER AND SATISFACTORY CONDITION, AND IN A STATE AND CONDITION SATISFACTORY, ACCEPTABLE AND SUITABLE FOR THE TENANT'S USE PURSUANT TO THE LEASE. Landlord shall make available to Tenant an allowance in the amount of \$3,500.00 ("**Signage Allowance**") for the purchase and installation in accordance with the terms of the Lease, including, without limitation, Part II - Sections 5.1 and 6.1(c), of the signage shown on Exhibit A-2 attached to this First Amendment and incorporated by this reference ("**Signage**"). Landlord shall reimburse Tenant within 30 days after the date Landlord receives Tenant's invoice for actual documented costs incurred by Tenant in connection with the purchase and installation of the Signage in accordance with this **Paragraph 19**; provided that Tenant must deliver such invoice to Landlord on or before the date that is three months after the Effective Date ("**Allowance Deadline**") in order to be eligible for such reimbursement and shall have no right to any remaining Signage Allowance remaining unspent after the Allowance Deadline.

20. Building Amenities. Landlord desires to offer certain amenities ("**Amenities**") as part of the Common Areas available to the tenants of the Building. As of the date of this First Amendment, the Amenities include: (a) a fitness/health care facility (the "**Fitness Facility**"), which is located at the building known as Lake Pointe Centre III on the adjacent land having the address of 8470 Allison Pointe Blvd., Indianapolis, Indiana 46250 ("**Lake Pointe III**"); and (b) a conference room, which is located at Lake Pointe III. Notwithstanding the foregoing, Landlord shall have no obligation to provide the existing Amenities or any other Amenities and, if Landlord does provide any Amenities, Landlord shall have no obligation to continue the Amenities for the term of the Lease or for any particular period of time. To the extent that any Amenities are offered at the Building or at Lake Pointe III, Tenant shall have the general and nonexclusive right, together with Landlord and the other tenants of the Building and Lake Pointe III to use such Amenities subject to the terms and conditions of this Lease, and subject to any rules and regulations Landlord or the owner of Lake Pointe III may impose governing the hours, access to and use of the Amenities.

21. Authority. Tenant hereby represents and warrants that Tenant has full power and authority to enter into this First Amendment and that the undersigned officers are authorized to execute this First Amendment on behalf of Tenant. If requested by Landlord, Tenant shall provide Landlord with evidence reasonably acceptable to Landlord to demonstrate that this First Amendment is binding upon and enforceable against Tenant. Landlord hereby represents and warrants that Landlord has full power and authority to enter into this First Amendment and that the undersigned officer is authorized to execute this First Amendment on behalf of Landlord.

22. Brokerage. Except for Jones Lang LaSalle Brokerage, Inc. ("**Landlord's Broker**") and Eagle Realty Group, LLC ("**Tenant's Broker**"), Tenant and Landlord each agree to indemnify and hold the other harmless of and from any and all loss, costs, damages or expenses (including, without limitation, all attorneys' fees and disbursements) by reason of any claim of or liability to any broker or person

claiming through the indemnifying party and arising out of or in connection with the negotiation, execution and delivery of this First Amendment. Landlord's Broker and Tenant's Broker will be compensated by Landlord pursuant to the terms of a separate agreement.

23. Estoppel. As of the date of Tenant's execution and delivery of this First Amendment, there exist no offsets, counterclaims or defenses of Tenant under the Lease against Landlord, and there exist no events which would constitute a basis for such offsets, counterclaims, or defenses against Landlord upon the lapse of time or the giving of notice or both. Without limiting the generality of the foregoing, Tenant hereby represents and warrants that, as of Tenant's execution and delivery hereof, to Tenant's knowledge, Landlord is not in default under the Lease.

24. Continued Effect. Except as otherwise provided in this First Amendment, all other provisions of the Lease shall remain unmodified and in full force and effect.

25. Green Initiatives. The parties agree it is in their mutual best interest that the Building and Premises be operated and maintained in a manner that is environmentally responsible, fiscally prudent, and provides a safe and productive work environment. Accordingly, Tenant shall endeavor to conduct its operations in the Building and within the Premises to: (1) minimize to the extent reasonably feasible: (i) direct and indirect energy consumption and greenhouse gas emissions; (ii) water consumption; (iii) the amount of material entering the waste stream; and (iv) negative impacts upon the indoor air quality of the Building; and (2) permit the Building to achieve and maintain its LEED rating and an Energy Star label, to the extent applicable. Landlord shall endeavor to operate and maintain the Common Area to minimize to the extent reasonably feasible: (i) direct and indirect energy consumption and greenhouse gas emissions; (ii) water consumption; (iii) the amount of material entering the waste stream; and (iv) negative impacts upon the indoor air quality of the Building. In addition, if requested by Landlord or a governmental entity having jurisdiction over the Premises, Tenant shall report to Landlord and such requesting entity the Tenant's utility usage and such other related information as may be requested within the time required by the governmental entity or such other reasonable time frame as may be requested by Landlord or, at Landlord's option, provide any written authorization or other documentation required for Landlord to request information regarding Tenant's utility usage with respect to the Premises directly from the applicable utility company.

26. Multiple Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This First Amendment may be executed by a party's signature transmitted by facsimile or e-mail, and copies of this First Amendment executed and delivered by means of faxed or e-mailed signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon faxed or e-mailed signatures as if such signatures were originals. All parties hereto agree that a faxed or e-mailed signature page may be introduced into evidence in any proceeding arising out of or related to this First Amendment as if it were an original signature page.

27. Anti-Terrorism. Landlord and Tenant each represent and warrant to and covenants with the other that (i) neither Landlord nor Tenant, as applicable, nor any of its owners or affiliates currently are, or shall be at any time during the term hereof, in violation of any laws relating to terrorism or money laundering (collectively, the "**Anti-Terrorism Laws**"), including without limitation Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and regulations of the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) related to Specially Designated Nationals and Blocked Persons (SDN's OFAC Regulations), and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-

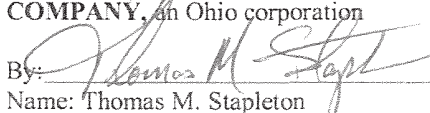
56) (the "**USA Patriot Act**"); (ii) neither Landlord nor Tenant, as applicable, nor any of its owners, affiliates, investors, officers, directors, employees, vendors, subcontractors or agents is or shall be during the term hereof a "**Prohibited Person**" which is defined as follows: (1) a person or entity owned or controlled by, affiliated with, or acting for or on behalf of, any person or entity that is identified as an SDN on the then-most current list published by OFAC at its official website, <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, or at any replacement website or other replacement official publication of such list, and (2) a person or entity who is identified as or affiliated with a person or entity designated as a terrorist, or associated with terrorism or money laundering pursuant to regulations promulgated in connection with the USA Patriot Act; and (iii) Landlord and Tenant, as applicable, have taken appropriate steps to understand its legal obligations under the Anti-Terrorism Laws and has implemented appropriate procedures to assure its continued compliance with such laws.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this First Amendment has been executed as of the date and year first above written.

TENANT:

THE WESTERN AND SOUTHERN LIFE INSURANCE *SSH*
COMPANY, an Ohio corporation

By: 

Name: Thomas M. Stapleton

Title: Vice President

Date: 

By: 

Name: Jeffrey L. Stainton

Title: Vice President

Date:

LANDLORD:

LAKE POINTE SUB-TENANT, LLC,
an Indiana limited liability company

By: US RELP AKC, LLC, a Delaware limited liability
company, its sole member

By: US Real Estate Limited Partnership, a Texas
limited partnership, its sole member

By: USAA Real Estate Company, a
Delaware corporation, its general
partner

By: 

Name: **PETER MCLAUGHLIN**

Title: **Managing Director**

Date: **9/20/18**

NRN
T/10/18

EXHIBIT A-1

Right of First Offering Space

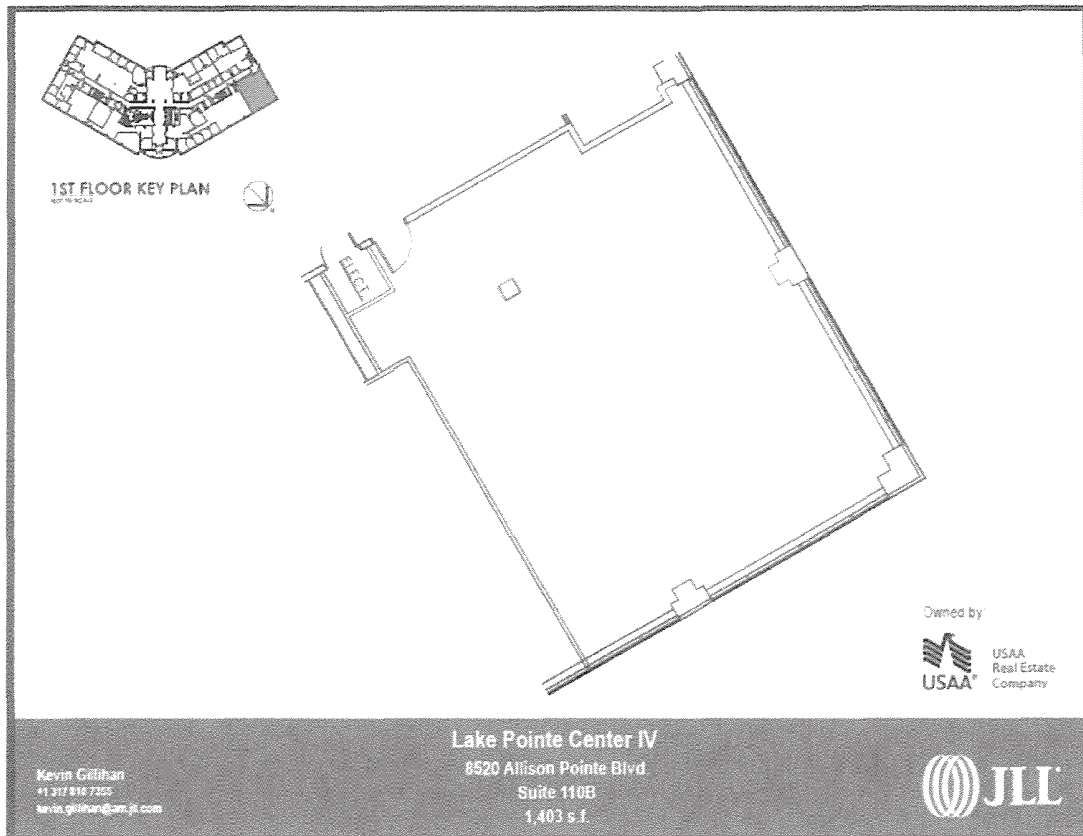
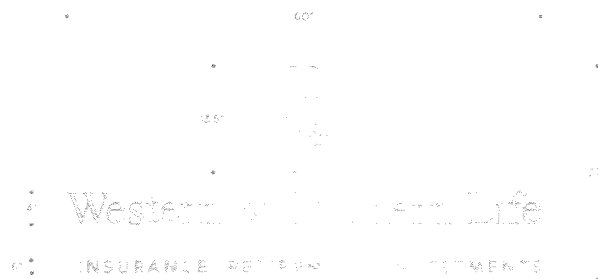


EXHIBIT A-2

Signage

Interior Wall Signage (By Tenant)

Fabricate and install one logo/letter combo, this sign will be displayed on the interior wall surface in our reception area (typically room 102) . The signage should be fabricated utilizing .277 black acrylic backers with a brushed silver aluminum laminate on the face. The logo/letter combo should be installed utilizing double stick tape on the interior wall surface.



INTERIOR META-PLEX LETTERS (BRUSHED ALUMINUM FINISH ON BLACK ACRYLIC).



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 No. 87-105141 in the Office of the Recorder of Marion County, Indiana (the next seven 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 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 401.44 feet to a curve having a radius of 100.00 feet, the radius point of which bears South 00 degrees 38 minutes 30 seconds East; (6) thence Southwesterly along said curve, 82.98 feet to a point which bears North 48 degrees 11 minutes 15 seconds West 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 North 48 degrees 11 minutes 15 seconds West; (7) thence Southwesterly along said curve, 82.98 feet to the POINT OF BEGINNING, which point bears South 00 degrees 38 minutes 30 seconds East from said radius point; thence South 00 degrees 38 minutes 30 seconds East 473.16 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 385.13 feet to a point which bears North 89 degrees 11 minutes 38 seconds East 734.61 feet from the Southwest corner of said North Half Quarter Section; thence North 00 degrees 38 minutes 30 seconds West 315.15 feet; thence North 64 degrees 13 minutes 35 seconds East 39.25 feet to a curve having a radius of 31.00 feet, the radius point of which bears North 25 degrees 46 minutes 25 seconds West; thence Northeasterly along said curve, 91.71 feet to a point which bears North 89 degrees 21 minutes 30 seconds East from said radius point; thence North 00 degrees 38 minutes 30 seconds West 144.11 feet; thence North 89 degrees 21 minutes 30 seconds East 206.18 feet to a point on the Westerly 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 74 degrees 52 minutes 51 seconds East; thence Southeasterly along said curve 131.81 feet to the POINT OF BEGINNING.

EXHIBIT D

Rules and Regulations

1. No part or the whole of the sidewalks, plaza areas, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls of the Building or Property ("**Project**") shall be obstructed or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Premises. Tenant shall not have access to the roof of the Building, unless accompanied by a representative of Landlord.

2. No equipment, furnishings, personal property or fixtures shall be placed on any balcony of the Building without first obtaining Landlord's written consent. No awnings or other projections shall be attached to the exterior walls of the Building. No skylight, window, door or transom of the Building shall be covered or obstructed by Tenant, and no window shade, blind, curtain, screen, storm window, awning or other material shall be installed or placed on any window or in any window of the Premises except as approved in writing by Landlord. If Landlord has installed or hereafter installs any shade, blind or curtain in the Premises, Tenant shall not remove the same without first obtaining Landlord's written consent thereto.

3. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the common area.

4. Tenant shall not place or permit its officers, partners, members, owners, directors, employees, agents, licensees, contractors, customers and invitees (to the extent customers and invitees are under the principal's control or direction) ("**Agents**") to place any trash or other objects anywhere within the Project (other than within the Premises) without first obtaining Landlord's written consent.

5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish bags or other substances (including, without limitation, coffee grounds) shall be thrown therein.

6. Tenant shall not mark, paint, drill into or in any way deface any part of the Project or the Premises. No boring, cutting or stringing of wires shall be permitted.

7. No cooking shall be done or permitted in the Building by Tenant or its Agents except that Tenant may install and use microwave ovens. Tenant shall not cause or permit any unusual or objectionable odors to emanate from the Premises.

8. The Premises shall not be used for the manufacturing or storage of merchandise.

9. Tenant shall not make or permit any unseemly or disturbing noises or disturb or interfere with other tenants or occupants of the Project or neighboring buildings or premises by the use of any musical instrument, radio, television set, other audio device, unmusical noise, whistling, singing or in any other way.

10. Nothing shall be thrown out of any doors, windows or skylights or down any passageways.

11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Premises, nor shall any changes be made in locks or the mechanism thereof without prior

notice to and the approval of Landlord. Tenant shall, upon the termination of its Lease, return to Landlord all keys to the Premises and other areas furnished to, or otherwise procured by, Tenant. In the event of the loss of any such keys or card keys, as applicable, Tenant shall pay Landlord the cost of replacement keys.

12. Tenant shall not use or occupy or permit any portion of the Premises to be used or occupied as a call center, as an employment bureau or for the storage, manufacture or sale of liquor, narcotics or drugs. Tenant shall not engage or pay any employees in the Building except those actually working for Tenant in the Building, and Tenant shall not advertise for non-clerical employees giving the Building as an address. The Premises shall not be used, or permitted to be used, for lodging or sleeping or for any immoral or illegal purpose.

13. Landlord reserves the right to control and operate the common area in such manner as it deems best for the benefit of the Project tenants. Landlord may exclude from all or a part of the common area at all hours, other than during Normal Business Hours, all unauthorized persons. "Normal Business Hours" shall be deemed to be between the hours of 8:00 A.M. and 6:00 P.M. Monday through Friday and, upon request by Tenant, between the hours of 8:00 A.M. and 1:00 P.M. Saturday, but excluding Building holidays. Tenant shall be responsible for all Agents of Tenant who enter the Building and Project on Building holidays and during other than Normal Business Hours and shall be liable to Landlord for all acts of such persons.

14. Tenant shall have the responsibility for the security of the Premises and, before closing and leaving the Premises at any time, Tenant shall see that all entrance doors are locked and all lights and office equipment within the Premises are turned off, and Landlord shall have no responsibility relating thereto. Landlord will not be responsible for any lost or stolen personal property, equipment, money or jewelry from Tenant's area or common areas regardless of whether such loss occurs when the area is locked against entry or not.

15. Requests and requirements of Tenant shall be attended to only upon application at the office of Landlord. Project employees shall not be required to perform any work outside of their regular duties unless under specific instructions from Landlord.

16. Vending, canvassing, soliciting and peddling in the Building are prohibited, and Tenant shall cooperate in seeking their prevention.

17. In connection with the delivery or receipt of merchandise, freight or other matter, no hand trucks or other means of conveyance shall be permitted, except those equipped with rubber tires, rubber side guards or such other safeguards as Landlord may require.

18. No animals of any kind shall be brought into or kept about the Building by Tenant or its Agents, except service dogs meeting the requirements of the ADA who are individually trained to do work or perform tasks for the benefit of an individual with a disability.

19. No vending machines shall be permitted to be placed or installed in any part of the Project by Tenant without the permission of Landlord. Landlord reserves the right to place or install vending machines in the Project (other than in the Premises).

20. Tenant shall not allow in the Premises, on a regular basis, more than one person for each two hundred fifty (250) leasable square feet of the Premises.

21. So that the Building may be kept in a good state of cleanliness, Tenant shall permit only Landlord's employees and contractors to clean its Premises unless prior thereto Landlord otherwise consents in writing. Tenant shall provide adequate waste and rubbish receptacles, cabinets, bookcases, map cases, etc. necessary to prevent unreasonable hardship to Landlord in discharging its obligation regarding cleaning service.

22. Tenant shall keep the windows and doors of the Premises (including, without limitation, those opening on corridors and all doors between any room designed to receive heating or air conditioning service and room(s) not designed to receive such service) closed while the heating or air conditioning system is operating in order to minimize the energy used by, and to conserve the effectiveness of, such systems.

23. The elevator designated for freight by Landlord will be available for use by all tenants in the Building during the hours and pursuant to such procedures as Landlord may determine from time to time. The persons employed to move Tenant's equipment, material, furniture or other property in or out of the Building must be acceptable to Landlord. The moving company must be a locally recognized professional mover, whose primary business is the performing of relocation services, and must be bonded and fully insured. A certificate or other verification of such insurance must be received and approved by Landlord prior to the start of any moving operations. Insurance must be sufficient in Landlord's sole opinion, to cover all personal liability, theft or damage to the Project, including, but not limited to, floor coverings, doors, walls, elevators, stairs, foliage and landscaping. Special care must be taken to prevent damage to foliage and landscaping during adverse weather. All moving operations will be conducted at such times and in such a manner as Landlord will direct, and all moving will take place during non-business hours unless Landlord agrees in writing otherwise. Tenant will be responsible for the provision of Building security during all moving operations, and will be liable for all losses and damages sustained by any party as a result of the failure to supply adequate security. Landlord will have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects will, if considered necessary by Landlord, stand on wood strips of such thickness as is necessary properly to distribute the weight. Landlord will not be responsible for loss of or damage to any such property from any cause, and all damage done to the Building by moving or maintaining such property will be repaired at the expense of Tenant. Landlord reserves the right to inspect all such property to be brought into the Building and to exclude from the Building all such property which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. Supplies, goods, materials, packages, furniture and all other items of every kind delivered to or taken from the Premises will be delivered or removed through the entrance and route designated by Landlord, and Landlord will not be responsible for the loss or damage of any such property unless such loss or damage results from the negligence of Landlord or its Agents.

24. A directory of the Building will be provided for the display of the name and location of tenants only and such reasonable number of the principal officers and employees of tenants as Landlord in its sole discretion approves, but Landlord will not in any event be obligated to furnish more than one (1) directory strip for each 2,500 square feet of Rentable Area in the Premises. Any additional name(s) which Tenant desires to place in such directory must first be approved by Landlord, and if so approved, Tenant will pay to Landlord a charge, set by Landlord, for each such additional name. All entries on the building directory display will conform to standards and style set by Landlord in its sole discretion. Space on any exterior signage will be provided in Landlord's sole discretion.

25. Neither Landlord nor any operator of the parking areas, lots or structures and related facilities on the Property ("**Parking Facilities**") within the Project, as the same are designated and modified by Landlord, in its sole discretion, from time to time will be liable for loss of or damage to any

vehicle or any contents of such vehicle or accessories to any such vehicle, or any property left in any of the Parking Facilities, resulting from fire, theft, vandalism, accident, conduct of other users of the Parking Facilities and other persons, or any other casualty or cause. Further, Tenant understands and agrees that: (i) Landlord will not be obligated to provide any traffic control, security protection or operator for the Parking Facilities; (ii) Tenant uses the Parking Facilities at its own risk; and (iii) Landlord will not be liable for personal injury or death, or theft, loss of or damage to property.

26. Tenant (including Tenant's Agents) will use the Parking Facilities solely for the purpose of parking passenger model cars, small vans and small trucks and will comply in all respects with any rules and regulations that may be promulgated by Landlord from time to time with respect to the Parking Facilities. The Parking Facilities may be used by Tenant or its Agents for occasional overnight parking of vehicles. Tenant will ensure that any vehicle parked in any of the Parking Facilities will be kept in proper repair and will not leak excessive amounts of oil or grease or any amount of gasoline. If any of the Parking Facilities are at any time used: (i) for any purpose other than parking as provided above; (ii) in any way or manner reasonably objectionable to Landlord; or (iii) by Tenant after default by Tenant under the Lease, Landlord, in addition to any other rights otherwise available to Landlord, may consider such default an event of default under the Lease.

27. Tenant's right to use the Parking Facilities will be in common with other tenants of the Project and with other parties permitted by Landlord to use the Parking Facilities. Landlord reserves the right to assign and reassign, from time to time, particular parking spaces for use by persons selected by Landlord provided that Tenant's rights under the Lease are preserved. Landlord will not be liable to Tenant for any unavailability of Tenant's designated spaces, if any, nor will any unavailability entitle Tenant to any refund, deduction, or allowance. Tenant will not park in any numbered space or any space designated as: RESERVED, HANDICAPPED, VISITORS ONLY, or LIMITED TIME PARKING (or similar designation).

28. If the Parking Facilities are damaged or destroyed, or if the use of the Parking Facilities is limited or prohibited by any governmental authority, or the use or operation of the Parking Facilities is limited or prevented by strikes or other labor difficulties or other causes beyond Landlord's control, Tenant's inability to use the Parking Facilities will not subject Landlord or any operator of the Parking Facilities to any liability to Tenant and will not relieve Tenant of any of its obligations under the Lease and the Lease will remain in full force and effect.

29. Tenant has no right to assign or sublicense any of its rights in the Parking Facilities, except as part of a permitted assignment or sublease of the Lease.

30. Tenant shall cooperate with Landlord in keeping its Premises neat and clean.

31. Smoking of cigarettes, pipes, cigars or any other substance is prohibited at all times within the Premises, elevators, common area restrooms and any other interior common area of the Building or Project.

32. If required by Landlord, each tenant is required to participate in the Building's recycling or other trash management program, as well as any green initiatives that may be in effect from time to time. This includes compliance with all instructions from the Building's recycling or other vendor which Landlord shall distribute to each tenant from time to time. Each tenant shall store all trash and garbage within its premises or in such other areas specifically designated by Landlord. No materials shall be placed in the trash boxes or receptacles in the Building unless such materials may be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage and will not result in a

violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be only through entryways and elevators provided for such purposes and at such times as Landlord shall designate.

33. These Rules and Regulations are in addition to, and shall be construed to modify and amend the terms, covenants, agreements and conditions of the Lease; provided, however, in the event of any inconsistency between the terms and provisions of the Lease and the terms and provisions of these Rules and Regulations, the terms and provisions of the Lease shall control.

34. Tenant shall give Landlord prompt notice of any accidents to or defects in the water pipes, gas pipes, electric lights and fixtures, heating apparatus, or any other service equipment.

35. Tenant and its Agents shall not bring into the Building or keep on the Premises any bicycle or other vehicle without the written consent of Landlord.

36. Landlord reserves the right to amend these Rules and Regulations and to make such other and further reasonable Rules and Regulations as, in its judgement may from time to time be needed and desirable.

37. Tenant will refer all contractors, contractors' representatives and installation technicians rendering any service for Tenant to Landlord for Landlord's supervision and/or approval before performance of any such contractual services. This shall apply to all work performed in the Building, including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, and installations of any and every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building. None of this work will be done by Tenant without first obtaining Landlord's written approval.