

FIRST AMENDMENT TO OFFICE LEASE

This First Amendment to Office Lease (the "***First Amendment***") is made and entered into effective as of August 1st, 2017, by and between **LAKE POINTE SUB-TENANT LLC**, an Indiana limited liability company, as successor in interest to LAKE POINTE TENANT, LLC, a Delaware 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 ("***Landlord***"), successor in interest to SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian corporation ("***Original Landlord***") and **THE HEALTHCARE GROUP, LLC**, an Indiana limited liability company ("***Tenant***").

RECITALS:

A. Original Landlord and Tenant executed that certain Office Lease dated October 31, 2011 (the "***Lease***"), pursuant to which Tenant is currently leasing approximately 5,147 rentable square feet (the "***Premises***") known as Suite 200 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, expand the Premises 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, Premises, Tenant's Percentage, Commencement Date, Term, Security Deposit and Public Liability Insurance Amount are deleted in their entirety and replaced with the following:

"Landlord: **LAKE POINTE SUB-TENANT, LLC**, an Indiana limited liability company

Landlord's Address: **LAKE POINTE SUB-TENANT, LLC**
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: 8900 Keystone Crossing, Ste. 1150
Indianapolis, IN 46240
Attention: Property Manager – Lake Pointe Center III and IV

Premises: Commencing on the Original Premises Commencement Date, the area consisting of approximately 5,147 rentable square feet in Suite 200 of the Building, as shown on Exhibit A attached hereto (“Original Premises”).

Commencing on the Expansion Commencement Date, the Original Premises and the area consisting of approximately 1,671 rentable square feet in Suite 210 of the Building, as shown on Exhibit A-1 attached hereto (“Expansion Premises”), for a total of 6,818 rentable square feet, collectively, in the Premises.

Tenant’s Percentage: Commencing on the Original Premises Commencement Date, 6.36% (5,147 rentable square feet in the Original Premises divided by 80,900 rentable square feet in the Building)

Commencing on the Expansion Commencement Date, 8.43% (6,818 rentable square feet in Premises divided by 80,900 rentable square feet in the Building)

Commencement Date: With respect to the Original Premises, January 1, 2012 (“Original Premises Commencement Date”)

With respect to the Expansion Premises, subject to adjustment under Exhibit B-1, the date (“Expansion Commencement Date”) that is the earlier of (a) September 1, 2017, (b) the date of Substantial Completion (as defined in Exhibit B-1) of the Tenant Work (as defined in Exhibit B-1) in the Expansion Premises or (c) the date on which Tenant takes possession of any portion of the Expansion Premises for the purpose of conducting business (as opposed to installing furniture, equipment or other personal property with Landlord’s prior written approval (“Early Access Activities”)).

Base Year: For the initial Term of the Lease commencing on the Original Commencement Date and expiring on July 31, 2017, the calendar year of 2012

For the First Extended Term, the calendar year of 2018.

Security Deposit: \$13,067.83.”

Concurrently with Tenant’s execution of this First Amendment, Tenant shall deliver an additional \$4,167.00 to be added to the existing Security Deposit amount of \$8,900.83 that Landlord is currently holding pursuant to Part II – Section 11.18 of the Lease.

3. Extension of Term. Part I – Cover Sheet is amended to extend the Term of the Lease for a period of 68 months (the “First Extended Term”), commencing on August 1, 2017, and ending on March 31, 2023. Promptly following the request of either party, Landlord and Tenant shall enter into an agreement confirming the Expansion Commencement Date, Abated Base Rent Period (as defined in **Paragraph 4** of this First Amendment), the Base Rent schedule, and certain other information, in the form of the Confirmation of Commencement Date attached hereto as Exhibit C.

4. 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>
08/01/2017 – day before the Expansion Commencement Date	\$ 8,792.79	\$ 8,792.79
Abated Base Rent Period*	\$11,647.42	\$ 34,927.26
Day after the Abated Base Rent Period expires – 11/30/2018	\$11,647.42	\$128,121.62
12/01/2018 – 11/30/2019	\$11,931.50	\$143,178.00
12/01/2019 – 11/30/2020	\$12,215.58	\$146,586.96
12/01/2020 – 11/30/2021	\$12,499.67	\$149,996.04
12/01/2021 – 11/30/2022	\$12,783.75	\$153,405.00
12/01/2022 – 03/31/2023	\$13,067.83	\$ 52,271.32

*Provided that no default (as defined in Section 8.1) occurs under the Lease, the Base Rent shall be abated (“Abated Base Rent”) for the first four (4) months after the Expansion Commencement Date (“Abated Base Rent Period”). All of the remaining terms and conditions of the Lease shall remain in full force and effect during the Abated Base Rent Period. If any default occurs under this Lease during the First Extended Term, any remaining Abated Base Rent Period shall immediately terminate, and all Abated Base Rent applicable to the First Extended Term shall immediately become due and payable.”

5. Additional Rent for Operating Expenses and Real Estate Taxes. Effective as of August 1, 2017, Part II – Section 3.2 is deleted in its entirety and replaced with the following:

“3.2 Operating Expense Rental and Real Estate Tax Rental. Commencing upon expiration of the Base Year, Tenant shall pay to Landlord throughout the remainder of the Term, as additional rent, (i) Tenant’s Percentage of the amount by which Operating Expenses (as defined in Section 3.2.1) during each calendar year exceed Operating Expenses for the Base Year (“Operating Expense Rental”), as adjusted pursuant to Section 3.2.1; and (ii) Tenant’s Percentage of the amount by which Real Estate Taxes (as defined in Section 3.2.3) during each calendar year exceed Real Estate Taxes for the Base Year (“Real Estate Tax Rental”). In the event the expiration date of the Term is other than the last day of a calendar year, Operating Expense Rental and Real Estate Tax Rental for the Base Year and applicable calendar year shall be appropriately prorated. If Operating Expenses or Real Estate Taxes in any calendar year decrease below the amount of Operating Expenses or Real Estate Taxes for the Base Year, Tenant’s Operating Expense Rental or Real Estate Tax Rental, as the case may be, for that calendar year shall be \$0.00. Commencing with the calendar year following the expiration of the Base Year, Landlord shall submit to Tenant at the beginning of each calendar year, or as soon thereafter as reasonably possible, a statement of Landlord’s estimate of Operating Expense Rental and Real Estate Tax Rental due from Tenant during such calendar year. Commencing upon expiration of the Base Year and in addition to Base Rent, Tenant shall pay to Landlord on or before the first day of each month during such calendar year an amount equal to 1/12th of Landlord’s estimated Operating Expense Rental and estimated Real Estate Tax Rental as set forth in Landlord’s statement. If Landlord fails to give Tenant notice of its estimated payments due for any calendar year, then Tenant shall continue making monthly estimated Operating Expense Rental and Real

Estate Tax Rental payments in accordance with the estimate for the previous calendar year until a new estimate is provided. If Landlord determines that, because of unexpected increases in Operating Expenses or Real Estate Taxes, Landlord's estimate of the Operating Expense Rental or Real Estate Tax Rental was too low, then Landlord shall have the right to give a new statement of the estimated Operating Expense Rental and estimated Real Estate Tax Rental due from Tenant for the balance of such calendar year and bill Tenant for any deficiency. Tenant shall thereafter pay monthly estimated payments based on such new statement.

Within 90 days after the expiration of each calendar year following expiration of the Base Year, or as soon thereafter as is practicable, Landlord shall submit a statement to Tenant showing the actual Operating Expenses Rental and the actual Real Estate Tax Rental due from Tenant for such calendar year. If for any calendar year, Tenant's estimated Operating Expense Rental payments exceed the actual Operating Expense Rental due from Tenant, then Landlord shall give Tenant a credit in the amount of the overpayment toward Tenant's next monthly payment of estimated Operating Expense Rental, or, in the event this Lease has expired or terminated and no default exists, Landlord shall pay Tenant the total amount of such excess upon delivery of the reconciliation to Tenant. If for any calendar year, Tenant's estimated Operating Expense Rental payments are less than the actual Operating Expense Rental due from Tenant, then Tenant shall pay the total amount of such deficiency to Landlord within 30 days after receipt of the reconciliation from Landlord. If for any calendar year, Tenant's estimated Real Estate Tax Rental payments exceed the actual Real Estate Tax Rental due from Tenant, then Landlord shall give Tenant a credit in the amount of the overpayment toward Tenant's next monthly payment of estimated Real Estate Tax Rental, or, in the event this Lease has expired or terminated and no default exists, Landlord shall pay Tenant the total amount of such excess upon delivery of the reconciliation to Tenant. If for any calendar year, Tenant's estimated Real Estate Tax Rental payments are less than the actual Real Estate Tax Rental due from Tenant, then Tenant shall pay the total amount of such deficiency to Landlord within 30 days after receipt of the reconciliation from Landlord. Landlord's and Tenant's obligations with respect to any overpayment or underpayment of Operating Expense Rental and Real Estate Tax Rental shall survive the expiration or termination of this Lease.

3.2.1 Operating Expenses Defined. As used herein, the term "Operating Expenses" shall mean all expenses, costs and disbursements of every kind and nature, except as specifically excluded otherwise herein, which Landlord incurs because of or in connection with the ownership, maintenance, management and operation of the Property, and, (i) if the Property is less than 95% occupied, all additional costs and expenses of ownership, operation, management and maintenance of the Property which Landlord determines that it would have paid or incurred during any calendar year, including the Base Year, as if the Property had been 95% occupied; and (ii) if the Property is equal to or greater than 95% occupied, all costs and expenses of ownership, operation, management and maintenance of the Property which Landlord determines that it would have paid or incurred during any calendar year, including the Base Year, as if the Property had been 100% occupied. Operating Expenses may include, without limitation, all costs, expenses and disbursements incurred or made in connection with the following:

- (i) Wages and salaries of all employees, whether employed by Landlord or the Manager, to the extent engaged in the operation and maintenance of the Property, and all costs related to or associated with such employees or the carrying out of their duties, including uniforms and their cleaning, taxes, auto allowances, training and insurance and benefits (including, without limitation, contributions to pension and/or profit sharing plans and vacation or other paid absences);

(ii) A management fee payable to Landlord or the company or companies managing the Property, if any, and the costs of equipping and maintaining a management office, including, but not limited to, rent, accounting and legal fees, supplies and other administrative costs;

(iii) All supplies, tools, equipment and materials, including janitorial and lighting supplies, used directly in the operation and maintenance of the Property, including any lease payments therefor;

(iv) All utilities, including, without limitation, electricity, water, sewer and gas, for the Property;

(v) All maintenance, operation and service agreements for the Property, and any equipment related thereto, including, without limitation, service and/or maintenance agreements for the parking areas, energy management, HVAC, plumbing and electrical systems, and for window cleaning, elevator maintenance, janitorial service, groundskeeping, interior and exterior landscaping and plant maintenance;

(vi) Premiums and deductibles paid for insurance relating to the Property including, without limitation, fire and extended coverage, boiler, earthquake, windstorm, rental loss, and commercial general liability insurance;

(vii) All repairs to the Property, including interior, exterior, structural or nonstructural repairs, and regardless of whether foreseen or unforeseen; provided, however, any structural repairs which under generally accepted accounting principles should be classified as capital improvements shall be subject to inclusion pursuant to the terms of **Section 3.2.1(ix)** and otherwise excluded pursuant to **Section 3.2.2** below;

(viii) All maintenance of the Property, including, without limitation, repainting Common Areas, replacing Common Area wall coverings, window coverings and carpet, ice and snow removal, window washing, landscaping, groundskeeping, trash removal and the patching, painting, resealing and complete resurfacing of roads, driveways and parking lots;

(ix) Any capital improvements made to the Property for the purpose of reducing Operating Expenses or which are required under any governmental Law (as defined in **Section 5.1(a)**) that was not applicable to the Property as of the commencement of the First Extension Term, the cost of which shall be amortized on a straight-line basis over the improvement's useful life, not to exceed the Property's useful life, together with interest on the unamortized balance of such cost at the per annum interest rate listed as the U.S. "prime" rate as published from time to time under "Money Rates" in the Wall Street Journal ("Prime Rate") (or similarly published rate, if the Wall Street Journal ceases to publish such rates) plus 5% but in no event greater than the maximum rate permitted by Law, or such higher rate as may have been paid by Landlord on funds borrowed for the purposes of constructing such capital improvements, or, at Landlord's election in the case of capital improvements that lower operating costs, the amortization amount will be Landlord's reasonable estimate of annual cost savings; and

(x) All amounts paid under easements, declarations, or other agreements or instruments affecting the Property, including, without limitation, assessments paid to property owners' or similar associations or bodies.

3.2.2 Operating Expense Exclusions. Operating Expenses shall not include: (i) depreciation on the Property; (ii) costs of tenant improvements incurred in renovating leased space for the exclusive use of a particular tenant of the Property; (iii) brokers' commissions; (iv) Property mortgage principal or interest; (v) capital items other than those referred to in **Section 3.2.1**; (vi) costs of repairs or other work to the extent Landlord is reimbursed by insurance or condemnation proceeds; (vii) utilities charged directly to, or paid directly by, a tenant of the Property other than as a part of the Operating Expenses; (viii) fines, interest and penalties incurred due to the late payment of Operating Expenses; (ix) organizational expenses associated with the creation and operation of the entity which constitutes Landlord; (x) any penalties or damages that Landlord pays to Tenant under this Lease or to other tenants in the Property under their respective leases; and (xi) Real Estate Taxes as provided for in **Section 3.2.3**.

3.2.3 Real Estate Taxes. Real Estate Taxes shall be defined as (i) all real property taxes and assessments levied by any public authority against the Property; (ii) all personal property taxes levied by any public authority on personal property of Landlord used in the management, operation, maintenance and repair of the Property, (iii) all taxes, assessments and reassessments of every kind and nature whatsoever levied or assessed in lieu of or in substitution for existing or additional real or personal property taxes and assessments on the Property, or (iv) amounts necessary to be expended because of governmental orders, whether general or special, ordinary or extraordinary, unforeseen as well as foreseen, of any kind and nature for public improvements, services, benefits or any other purposes which are assessed, levied, confirmed, imposed or become a lien upon the Premises or Property or become payable during the Term. Further, for the purposes of this **Section 3.2.3**, Real Estate Taxes shall include the reasonable expenses (including, without limitation, attorneys' fees) incurred by Landlord in challenging or obtaining or attempting to obtain a reduction of such Real Estate Taxes, regardless of the outcome of such challenge, and any costs incurred by Landlord for compliance, review and appeal of tax liabilities. Notwithstanding the foregoing, Landlord shall have no obligation to challenge Real Estate Taxes. If as a result of any such challenge, a tax refund is made to Landlord, then provided no default exists under this Lease, the amount of such refund less the expenses of the challenge shall be deducted from Real Estate Taxes due in the calendar year such refund is received. In the case of any Real Estate Taxes which may be evidenced by improvement or other bonds or which may be paid in annual or other periodic installments, Landlord shall elect to cause such bonds to be issued or cause such assessment to be paid in installments over the maximum period permitted by Law. **Nothing contained in this Lease shall require Tenant to pay any franchise, gift, estate, inheritance or succession transfer tax of Landlord, or any income, profits or revenue tax or charge, upon the net income of Landlord from all sources. Tenant hereby waives any and all rights to protest appraised values or to receive notice of reappraised values regarding the Property or other property of Landlord."**

6. Assignment and Subleases. Part II – Section 7.3 is amended as follows:

(a) The second paragraph is deleted in its entirety and replaced with the following:

"If Tenant proposes to assign this Lease, Landlord may, at its option, upon written notice to Tenant given within 30 days after its receipt of Tenant's notice of proposed assignment, together with all other necessary information, elect to recapture the Premises and terminate this Lease. If Tenant proposes to sublease all or part of the Premises, Landlord may, at its option upon written notice to Tenant given within 30 days after its receipt of Tenant's notice of proposed subletting, together with all other necessary information, elect to recapture such portion of the Premises as Tenant proposes to sublease and upon such election by Landlord, this Lease shall

terminate as to the portion of the Premises recaptured. If a portion of the Premises is recaptured, the Base Rent payable under this Lease and Tenant's Percentage shall be proportionately reduced based on the square footage of the rentable square feet retained by Tenant and the square footage of the rentable square feet leased by Tenant immediately prior to such recapture and termination, and Landlord and Tenant shall thereupon execute an amendment to this Lease in accordance therewith. Landlord may thereafter, without limitation, lease the recaptured portion of the Premises to the proposed assignee or subtenant without liability to Tenant. Upon any such termination, Landlord and Tenant shall have no further obligations or liabilities to each other under this Lease with respect to the recaptured portion of the Premises, except with respect to obligations or liabilities which accrue or have accrued hereunder as of the date of such termination (in the same manner as if the date of such termination were the date originally fixed for the expiration of the Term).

(b) The fourth paragraph is deleted in its entirety and replaced with the following:

7.3.1 Request for Consent. Subject to Landlord's right to recapture all or a portion of the Premises under this Section 7.3, Landlord shall not unreasonably withhold, condition or delay Landlord's consent to Tenant's request to sublease all or a portion of the Premises. Without limiting other instances in which Landlord may reasonably withhold consent to an assignment or sublease, Landlord and Tenant acknowledge that Landlord may withhold consent (a) if a default exists under this Lease or if an default would exist but for the pendency of any cure periods provided under Section 8.1; or (b) if the proposed assignee or sublessee is: (i) a governmental entity; (ii) a person or entity with whom Landlord has negotiated for space in the Property during the prior six months; (iii) a present tenant in the Property; (iv) a person or entity whose tenancy in the Property would not be a Permitted Use or would violate any exclusivity arrangement which Landlord has with any other tenant; (v) a person or entity of a character or reputation or engaged in a business which is not consistent with the quality of the Property; or (vi) not a party of reasonable financial worth and/or financial stability in light of the responsibilities involved under this Lease on the date consent is requested. If Tenant requests Landlord's consent to a specific assignment or subletting, Tenant will submit in writing to Landlord: (1) the name and address of the proposed assignee or subtenant; (2) a counterpart of the proposed agreement of assignment or sublease; (3) reasonably satisfactory information as to the nature and character of the business of the proposed assignee or subtenant, and as to the nature of its proposed use of the space; (4) banking, financial or other credit information as provided in Section 11.6 and reasonably sufficient to enable Landlord to determine the financial responsibility and character of the proposed assignee or subtenant; (5) executed estoppel certificates from Tenant containing such information as provided in Section 11.6; and (6) any other information reasonably requested by Landlord.

7.3.2 Requirements. Regardless of whether the prior express written permission of Landlord to a sublease or assignment is required, the following shall apply:

(i) In the event of an assignment, contemporaneously with the granting of Landlord's aforesaid consent, Tenant shall cause the assignee to expressly assume in writing and agree to perform all of the covenants, duties, and obligations of Tenant hereunder and such assignee shall be jointly and severally liable therefor along with Tenant.

(ii) All terms and provisions of this Lease shall continue to apply after any such transaction.

(iii) In any case where Landlord consents to an assignment, transfer, encumbrance or subletting, the Tenant and any Guarantor shall nevertheless remain directly and primarily liable for the performance of all of the covenants, duties, and obligations of Tenant hereunder (including, without limitation, the obligation to pay all Rent and other sums herein provided to be paid), and Landlord shall be permitted to enforce the provisions of this instrument against the undersigned Tenant, any Guarantor and/or any assignee without demand upon or proceeding in any way against any other person. Neither the consent by Landlord to any assignment, transfer, encumbrance or subletting nor the collection or acceptance by Landlord of rent from any assignee, subtenant or occupant shall be construed as a waiver or release of the initial Tenant or any Guarantor from the terms and conditions of this Lease or relieve Tenant or any subtenant, assignee or other party from obtaining the consent in writing of Landlord to any further assignment, transfer, encumbrance or subletting.

(iv) Tenant hereby assigns to Landlord the rent and other sums due from any subtenant, assignee or other occupant of the Premises and hereby authorizes and directs each such subtenant, assignee or other occupant to pay such rent or other sums directly to Landlord; provided however, that until the occurrence of an default, Tenant shall have the license to continue collecting such rent and other sums. Notwithstanding the foregoing, in the event that the rent due and payable by a sublessee under any such permitted sublease (or a combination of the rent payable under such sublease plus any bonus or other consideration therefor or incident thereto) exceeds the hereinabove provided Rent payable under this Lease, or if with respect to a permitted assignment, permitted license, or other transfer by Tenant permitted by Landlord, the consideration payable to Tenant by the assignee, licensee, or other transferee exceeds the Rent payable under this Lease, then Tenant shall be bound and obligated to pay Landlord, in accordance with this **Section 7.3.2**, the Net Profits (as defined in this **Section 7.3.2**) and any other excess consideration within 10 days following receipt thereof by Tenant from such sublessee, assignee, licensee, or other transferee, as the case may be. In the event that Tenant assigns this Lease or sublets all or any portion of the Premises during the Term, Landlord shall receive 75% of any "Net Profits" and Tenant shall receive 25% of any Net Profits received by Tenant from any such assignment or subletting. The term "Net Profits" as used herein shall mean such portion of the Rent payable by such assignee or subtenant in excess of the Rent payable by Tenant under this Lease (or pro rata portion thereof in the event of a subletting) for the corresponding period, after deducting from such excess Rent all of Tenant's documented reasonable third party costs associated with such assignment or subletting, including, without limitation, broker commissions, attorney fees and any costs incurred by Tenant to prepare or alter the Premises, or portion thereof, for the assignee or sublessee.

7.3.3 Related Entity Transfers. Notwithstanding anything in this **Section 7.3** to the contrary, provided that no default exists under this Lease or would exist but for the pendency of any cure periods provided for under **Section 8.1**, Tenant may, without Landlord's consent, but after providing at least 30 days' prior notice to Landlord and subject to the provisions of **Section 7.3.2**, assign this Lease or sublet all or any portion of the Premises to any Related Entity (as hereinafter defined) provided that (i) such Related Entity is not a governmental entity or agency; (ii) such Related Entity's use of the Premises would not cause Landlord to be in violation of any exclusivity agreement within the Property; and (iii) the tangible net worth (computed in accordance with generally accepted accounting principles exclusive of goodwill) of any assignee after such transfer is greater than or equal to the greater of (A) the tangible net worth of Tenant as of the commencement of the First Extension Term; or (B) the tangible net worth of Tenant immediately prior to such transfer, and proof satisfactory to Landlord that such tangible net worth standards have been met shall have been delivered to Landlord at least 30 days prior to the effective date of any such transaction. "Related Entity" shall be defined as (1) any parent

company, subsidiary, affiliate or related corporate entity of Tenant that controls, is controlled by, or is under common control with Tenant; or (2) the surviving entity in the case of any merger or consolidation of Tenant.”

7. 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;

(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 \$1,000,000 per occurrence/\$1,000,000 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 together with any endorsements providing the required coverage will be delivered to Landlord from time to time at least 30 days prior to expiration of the term, material change, reduction in coverage, or other termination thereof. 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. 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.”

8. 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 amounts) arising from any cause covered by any property insurance required to be carried by such party pursuant to this Lease or any other property insurance actually carried by such party to the extent of the limits of such policy. 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.”

9. Part II –Section 11.2 Notices. Is amended to provide that notices shall be addressed to Landlord at Landlord’s Address with a copy to Manager at Manager’s Address.

10. Part II –Section 11.13 Holdover is amended to delete “twice” from the second sentence and replace it with 150%.

11. Condition of the Premises. Subject to the construction of the Tenant Work (as defined in Exhibit B-1), which shall be performed by Landlord in accordance with Exhibit B-1, Landlord shall have no obligation to construct improvements to the Original Premises or the Expansion 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 ORIGINAL PREMISES AND TAKING OCCUPANCY OF THE EXPANSION 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. Section 1 The Construction Allowance set forth in Part III - Additional Provisions of the Lease is deleted in its entirety

12. Options. Section 4 Early Termination set forth in Part III - Additional Provisions of the Lease is deleted in its 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 as set forth in Section 3 Right of First Offer of Part III-Additional Provisions, as amended in **Paragraph 12(a)** of this First Amendment, any rights of first offer; (iv) any rights to cancel or terminate the Lease as to all or any portion of the Premises; or (v) except as set forth in Section 2 Option to Renew of Part III - Additional Provisions, as amended in **Paragraph 12(b)** of this First Amendment, 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. Part III – Additional Provisions of the lease is amended as follows:

(a) Section 2 Option to Renew is amended as follows: (i) to change all references to the “Initial Term” to the “First Extended Term”; (ii) to delete from the second sentence “the date that is one hundred eighty . . . Initial Term” and replace it with “June 30, 2022, but no earlier than March 31, 2022”; and (iii) to add the following at the end:

“If Tenant properly exercises its option to renew this Lease, then Landlord shall deliver the supplement for the Renewal Term contemplated by this Section 2, including Landlord’s determination of Base Rent for the Renewal Term, on or before October 31, 2022. Tenant shall thereafter have the right, exercisable by written notice to Landlord on or before 30 days after Landlord’s delivery of Landlord’s Response to reject such supplement and determination of Base Rent, in which event this Section 2 shall be null and void in all respects and Tenant shall vacate and surrender the Premises to Landlord in accordance with this Lease upon expiration of the First Extended Term. In the event Tenant fails to reject such supplement and determination of Base Rent on or before the expiration of such 30-day period, then it shall be conclusively deemed that Tenant shall have irrevocably exercised its option to renew under this Section 2 in accordance with the terms of such supplement. This option to renew is personal with respect to the Healthcare Group, LLC and any Related Entity to whom this Lease is assigned in accordance with Section 7.3.3 of the Lease.”

(b) Section 3 Right of First Offer is amended to add the following at the end:

“If Tenant executes such amendment, then the right of first offer shall continue to apply to the balance of the Offer Space, subject to the terms of this Section 3. Notwithstanding anything to contrary in this Section 3, (i) the term with respect to the Offer Space shall be coterminous with the Term with respect to the Premises, (ii) the right of first offer shall not apply to space that is currently vacant until such currently vacant space is leased and subsequently becomes vacant and (iii) this right of first offer shall automatically terminate upon the occurrence of any of the events set forth in Section 2(a)(b)(c) that cause the automatic termination of the option to renew.”

13. 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 know 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.

14. Rules and Regulations. **Exhibit E** attached to the Original Lease is deleted in its entirety and replaced with the new **Exhibit E** attached hereto and incorporated herein.

15. Authority. Tenant hereby represents and warrants that Tenant has full power and authority to enter into this First Amendment and that the undersigned officer is authorized to execute this First Amendment on behalf of Tenant. If requested by Landlord, Tenant shall provide Landlord with copies of Tenant's organizational documents, an incumbency certificate certifying to the above and minutes certified by an authorized representative of Tenant as being true, correct, and complete, as may be reasonably required to demonstrate that this First Amendment is binding upon and enforceable against Tenant.

16. Brokerage. Except for Jones Lang LaSalle Americas, Inc. ("**Landlord's Broker**") and Hokanson Companies Inc. ("**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.

17. Counterclaims. 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.

18. 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.

19. 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.

20. 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.

21. Anti-Terrorism. Tenant represents and warrants to and covenants with Landlord that (i) neither Tenant nor any of its owners or affiliates currently are, or shall be at any time during the term 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 Tenant 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) Tenant has taken appropriate steps to understand its legal obligations under the Anti-Terrorism Laws and has implemented appropriate procedures to assure its continued compliance with such Laws. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord, its officers, directors, agents and employees, from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing representations, warranties and covenants. At any time and from time-to-time during the term, Tenant shall deliver to Landlord within 10 days after receipt of a written request therefor, a written certification or such other evidence reasonably acceptable to Landlord evidencing and confirming Tenant's compliance with this **Paragraph 21**.

[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 HEALTHCARE GROUP, LLC,
an Indiana limited liability company

By: [Signature]
Name: Bryan Smiley
Title: President
Date: 8/18/2017

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

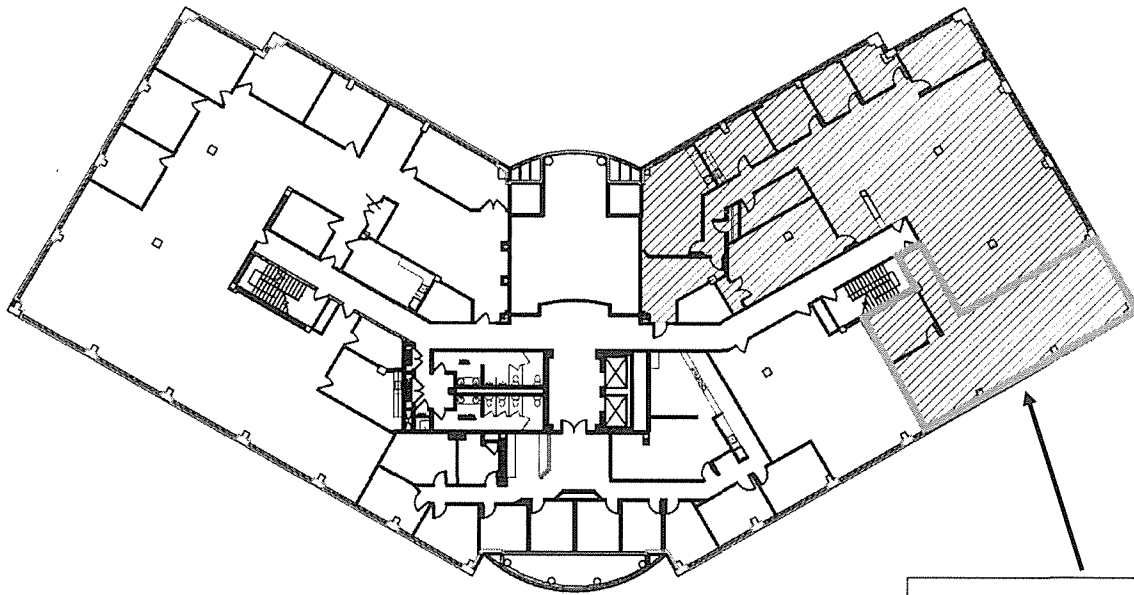
By: USAA Real Estate Company,
a Delaware corporation,
its general partner

NEW
7/27/17

By: [Signature]
Name: STANLEY R. ALTERMAN
Title: Executive Managing Director
Date: 8/28/17

EXHIBIT A-1

Expansion Premises



Suite 210

1,671 rentable square feet

EXHIBIT B-1

Work Agreement

This Work Agreement is made a part of Office Lease dated October 31, 2011, as amended by that certain First Amendment to Office Lease ("**First Amendment**") to which this Work Agreement is attached (collectively, the "**Lease**") by and between **LAKE POINTE SUB-TENANT LLC**, an Indiana limited liability company, as successor in interest to LAKE POINTE TENANT, LLC, a Delaware 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 ("**Landlord**") and **THE HEALTHCARE GROUP, LLC**, an Indiana limited liability company ("**Tenant**"). The terms used in this Work Agreement that are defined in the Lease shall have the same meanings as provided in the Lease.

1. General.

- 1.1 Purpose. This Work "Agreement sets forth the terms and conditions governing the design, permitting and construction of the tenant improvements ("**Tenant Work**") to be installed in the Premises. Landlord and Tenant agree that this Work Agreement is merely one part of the Lease, which contains the overall agreement concerning Tenant's use and occupancy of the Premises. In no event is this Work Agreement or the Lease a construction contract or an agreement collateral to or affecting a construction contract.
- 1.2 Construction Representative. Tenant acknowledges that Tenant has appointed Bruce Smith as its authorized representative ("**Tenant's Representative**") with full power and authority to bind Tenant for all actions taken with regard to the Tenant Work. In the event that Tenant's Representative as specified above is unavailable for a period in excess of one (1) business day, Tenant shall make available n/a as an alternative Tenant Representative who shall have full power and authority to bind Tenant. Landlord has appointed Jeff Humphreys as its authorized representative ("**Landlord's Representative**") with full power and authority to bind Landlord for all actions taken with regard to the Tenant Work. Tenant hereby ratifies all actions and decisions with regard to the Tenant Work that the Tenant's Representative may have taken or made prior to the execution of this Work Agreement. Landlord shall not be obligated to respond to or act upon any plan, drawing, change order or approval or other matter relating to the Tenant Work until it has been executed by Tenant's Representative. Except as otherwise provided in this Work Agreement, within three (3) business days of receipt of any requested approval of any item, document or other matter related to the Tenant Work, Tenant's Representative shall approve or disapprove (with sufficient detail) any such request. Neither Tenant nor Tenant's Representative shall be authorized to direct Landlord's general contractor with respect to the Tenant Work. In the event that Landlord's general contractor performs any such work under the direction of Tenant or Tenant's Representative, then Landlord shall have no liability for the cost of such work, the cost of corrective work required as a result of such work, any delay that may result from such work, or any other problem in connection with such work.

2. Allowances.

- 2.1 Allowance for Tenant Work. Tenant shall receive as a credit against the costs associated with the design and construction of the Tenant Work an amount up to \$102,270.00

(“**Tenant Work Allowance**”). Landlord shall pay the cost of construction of the Tenant Work directly to the Landlord’s general contractor and charge the cost against the Tenant Work Allowance for the same. All costs of construction of the Tenant Work in excess of the Tenant Work Allowance shall be payable by Tenant. The Tenant Work Allowance shall be available to Tenant through February 28, 2018, except for the Rent Credit (as hereinafter defined), Landlord shall have no obligation to pay, reimburse or allow Tenant any right of offset to the extent of any unused or expired portion of the Tenant Work Allowance. Notwithstanding the foregoing, provided Tenant has given Landlord prior written notice no later than 30 days following Substantial Completion of the Tenant Work, Tenant may elect to receive a credit against Basic Rent in an amount not to exceed \$34,090.00 of any unused portion of the Tenant Work Allowance (the “**Rent Credit**”). Any Rent Credit shall be applied toward Basic Rent commencing with the first months’ Basic Rent due for the Premises following the Abated Base Rent Period.

- 2.2 Allowance for Design Services. As a part of the Tenant Work Allowance (not in addition to), Tenant shall receive an amount up to \$6,818.00 (the “**Tenant Design Allowance**”) for the preparation of the Space Plan (as defined in **Paragraph 3.1(a)**) and Construction Drawings and Specifications (as defined in **Paragraph 3.1(b)**) (collectively referred to as the “**Tenant Plans**”) for the Tenant Work. All costs and expenses of preparing the Tenant Plans shall be credited against the Tenant Design Allowance or, if Tenant exceeds such Tenant Design Allowance, shall be payable directly by Tenant and shall not be credited against the Tenant Work Allowance. Landlord shall have no obligation to pay, reimburse or allow Tenant any right of offset to the extent of any unspent portion of the Tenant Design Allowance; provided, however, any unspent portion of the Tenant Design Allowance may be allocable to the remainder of the Tenant Work Allowance.
- 2.3 Payments by Tenant for Costs in Excess of the Tenant Work Allowance. In the event the Cost of the Tenant Work (as defined in **Paragraph 4.4**) exceeds the Tenant Work Allowance, or the portion thereof allocated to the Tenant Design Allowance, all such excess costs shall be payable by Tenant to Landlord upon Tenant’s approval of the Cost Estimate, as defined in **Paragraph 4.1**, and, if applicable, upon Landlord’s request for costs and expenses of preparing the Tenant Plans in excess of the Tenant Design Allowance.

3. Design.

3.1 Tenant Plans.

- (a) Space Plan: The “**Space Plan**” as used herein shall mean a plan containing among other things a partition layout, door location and system furniture located in key spaces.
- (b) Construction Drawings and Specifications: The “**Construction Drawings and Specifications**” as used herein shall mean the construction working drawings, the mechanical, electrical and other technical specifications, and the finishing details, including wall finishes and colors and technical and mechanical equipment installation, if any, all of which details the installation of the Tenant Work sufficient for obtaining a building permit.

- 3.2 Approvals by Landlord. Landlord and Tenant have approved the Space Plan attached as **Exhibit B-2** to the First Amendment. All Construction Drawings and Specifications for

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

4. Pricing and Construction.

- 4.1 Cost Estimate. Following finalization of the Tenant Plans, Landlord shall solicit stipulated sum bids from at least three (3) general contractors selected by Landlord and approved by Tenant, such approval not to be unreasonably withheld or delayed. Landlord shall use commercially reasonable efforts to accept the lowest bid delivered to the extent such bid is complete and representative of all the work and materials required to construct the Tenant Work; provided, however, Landlord may consider, among other things, construction time, availability and reputation of and prior business dealings with such general contractor. Tenant may also recommend a contractor provided such contractor delivers Landlord an AIA Contractors Qualification Statement with its estimate. Upon Tenant's approval of said estimate, such approved estimate will be hereinafter known as the "***Cost Estimate***". Any delay in the construction schedule resulting from such revisions to the Tenant Plans shall constitute a Tenant Delay (as hereinafter defined) pursuant to **Paragraph 6.3** below. Landlord and Tenant agree that the Cost Estimate represents Landlord's good faith estimate of the cost of the Tenant Work, but additional costs may occur.
- 4.2 No Obligation of Landlord. Until Tenant approves the estimate in writing and provides payment for costs above the Tenant Work Allowance, Landlord shall be under no obligation to construct the Tenant Work.
- 4.3 Commencement of Construction. Following Tenant's written approval of the Cost Estimate, Landlord's receipt of a building permit and other necessary government approvals and upon Tenant's payment of the total amount by which such Cost Estimate exceeds the Tenant Work Allowance and any costs and expenses for preparing the Tenant Plans in excess of the Tenant Design Allowance, if any, Landlord shall have the right to issue a Notice to Proceed to its selected general contractor and to purchase special installations requiring extended material delivery lead items as set forth on the Tenant Plans. Upon Landlord's issuing of the Notice to Proceed, Landlord's contractor shall commence and diligently proceed with the construction of all of the Tenant Work, subject to delays beyond the reasonable control of Landlord or its contractor. Promptly upon the commencement of the Tenant Work, Landlord shall furnish Tenant with a construction schedule setting forth the projected completion dates therefor, including the general contractor's coordination of Tenant's direct-contract vendors, and showing the deadlines for any actions required to be taken by Tenant and the architect during such construction, and Landlord may, from time to time during the prosecution of the Tenant Work, modify or amend such schedule due to unforeseeable delays encountered by Landlord. Landlord shall make a reasonable effort to meet such schedule as the same may be modified or amended.

4.4 Cost of the Tenant Work. “*Cost of the Tenant Work*” means: (i) architectural and engineering fees incurred in connection with the preparation of the Tenant Plans; provided, however, in no event shall architectural fees exceed the amount provided for in **Paragraph 2.2** herein; (ii) governmental agency plan check, permit and other fees (including any changes required by any governmental entity or authority having jurisdiction thereof); (iii) sales and use taxes; (iv) insurance fees associated with the construction of the Tenant Work; (v) testing and inspecting costs; (vi) the actual costs and charges for material and labor, contractor’s profit and contractor’s general overhead incurred by Landlord in constructing the Tenant Work; including Landlord’s overhead and administrative fee, which shall be four percent (4%) of such cost of the Tenant Work; and (vii) all other costs to be expended by Landlord in the construction of the Tenant Work.

5. Change Orders. If Tenant desires any change or addition to the work or materials to be provided by Landlord pursuant to this **Exhibit** after Tenant’s and Landlord’s approval of the Construction Drawings and Specifications, Tenant shall provide Landlord with a request for a “*Proposal for Change*”. Landlord shall respond to Tenant’s request with a change quotation, including the scope of the work, the cost, and the delay in Substantial Completion, if any, as soon as possible, but in no event later than five business days after such request is made. If Tenant approves such change quotation, Landlord shall issue a “*Change Order*”. All additional expenses attributable to any Change Order requested by Tenant and approved by Landlord shall be payable along with a ten percent (10%) overhead and administration fee to Landlord by Tenant upon approval by Tenant of the Change Order cost and/or delay, if any.

6. Substantial Completion.

6.1 General. Landlord shall use commercially reasonable efforts to Substantially Complete (as defined below) the Tenant Work within 70 calendar days after the later of (i) finalization of Construction Drawings and Specifications; (ii) receipt of a building permit and other necessary governmental approvals; (iii) Tenant’s approval of the Cost Estimate; (iv) Landlord’s regaining possession of the Expansion Premises; and (v) Tenant’s payment of the total amount by which such Cost Estimate exceeds the Tenant Work Allowance, if any, but neither the validity of the Lease nor the obligations of Tenant under this Lease shall be affected by a failure to Substantially Complete the Tenant Work by such date, and Tenant shall have no claim against Landlord because of Landlord’s failure to Substantially Complete the Tenant Work on the date originally fixed therefor. Notwithstanding the foregoing, if Landlord does not Substantially Complete the Tenant Work in the Expansion Premises on or before September 1, 2017 (“Substantial Completion Deadline”), plus any days of delay attributable to a Tenant Delay or an event of Force Majeure, then, unless Tenant has taken possession of any portion of the Expansion Premises for the purpose of conducting business (as opposed to Early Access Activities), the Expansion Commencement Date shall be delayed one day for each day of delay beyond the Substantial Completion Deadline that is not attributable to a Tenant Delay or an Event of Force Majeure.

6.2 Substantial Completion. “*Substantial Completion*” of the Tenant Work shall be conclusively deemed to have occurred as soon as the Tenant Work to be installed by Landlord pursuant to this Work Agreement has been constructed in accordance with the approved Construction Drawings and Specifications and approved Change Orders. The final building inspection by the proper governmental entity shall not be required for Substantial Completion but, if conducted, shall be deemed conclusive evidence that

Substantial Completion has occurred. Notwithstanding the above, the Tenant Work shall be considered Substantially Complete even though (a) there remain to be completed Punch List (as described in **Paragraph 6.4**) items reasonably acceptable to Landlord and Tenant, including but not limited to minor or insubstantial details of construction, decoration or mechanical adjustment, the lack of completion of which will not materially interfere with Tenant's permitted use of the Premises, and/or (b) there is a delay in the Substantial Completion of the Tenant Work due to a "***Tenant Delay***" as defined below.

6.3 Tenant Delay. The following items shall be referred to individually as a "***Tenant Delay***":

- (a) Tenant's request for changes or additions to the Tenant Work subsequent to the date of Landlord's approval of the Tenant Plans;
- (b) Any time spent rebidding the Cost Estimate or any subcontractor's bid at Tenant's request;
- (c) Tenant's failure to pay when due any amounts required pursuant to this Work Agreement;
- (d) Tenant's failure to approve or disapprove of any action item within the time limits required herein;
- (e) The performance of or failure to perform any work by any person or firm employed or retained by Tenant;
- (f) Tenant's request for materials, finishes or installations which are not available as needed to meet the general contractor's schedule for Substantial Completion;
- (g) Interference with the general contractor's schedule by Tenant's or Tenant's employees, agents, licensees, contractors, customers and invitees; or
- (h) Any other Tenant-caused delay.

6.4 Punch List. Prior to delivery of possession of the Premises to Tenant, Landlord and Tenant shall examine the Premises and shall agree on a final "***Punch List***" which shall specify the items of Tenant Work that require correction, repair or replacement.

7. Possession by Tenant. The continued possession of the Original Premises by Tenant and taking of possession of the Expansion Premises by Tenant (other than early possession for Early Access Activities) shall constitute an acknowledgement by Tenant that the Premises are in good condition and that all work and materials provided by Landlord are satisfactory except as to items contained in the Punch List prepared as provided in **Paragraph 6.4**. Landlord agrees to correct and complete as soon as practicable any items outlined in the Punch List.
8. Removal of Tenant Improvements. Portions of the Tenant Work, as reasonably determined by Landlord to be specialized Tenant Work (e.g. floor and ceiling mounted auxiliary air conditioning units, non-building standard fire suppression/control systems, computer rooms, auditoriums, laboratories, Cabling (as defined herein)), shall, at the election of Landlord, either be removed by Tenant at its expense before the expiration of the Term or shall remain upon the Premises and be surrendered therewith at the Expiration Date or earlier termination of the Lease as the property of

Landlord without disturbance, molestation or injury. If Landlord requires the removal of all or part of said Tenant Work, Tenant, at its expense, shall repair any damage to the Premises or the Building caused by such removal and restore the Premises to its condition prior to the installation of such Tenant Work. If Tenant fails to remove said Tenant Work upon Landlord's request, then Landlord may (but shall not be obligated to) remove the same and the cost of such removal, repair and restoration, together with any and all damages which Landlord may suffer and sustain by reason of the failure of Tenant to remove the same, shall be charged to Tenant and paid upon demand. All computer, telecommunications or other cabling, wiring and associated appurtenances (collectively, "**Cabling**") installed by Tenant inside any of the interior walls of the Premises, above the ceiling of the Premises, in any portion of the ceiling plenum above or below the Premises, or in any portion of the Common Areas of the Building, including but not limited to any of the shafts or utility rooms of the Building, shall be clearly labeled or otherwise identified as having been installed by Tenant. All Cabling installed by Tenant shall comply with the requirements of the National Electric Code and any other applicable fire and safety codes. Upon the expiration or earlier termination of this Lease, Tenant shall remove all Cabling installed by Tenant anywhere in the Premises or the Building to the point of the origin of such Cabling, and repair any damage to the Premises or the Building resulting from such removal.

IN WITNESS WHEREOF, this Work Agreement has been executed as of the date of the First Amendment.

TENANT:

THE HEALTHCARE GROUP, LLC,
an Indiana limited liability company

By: [Signature]
Name: [Signature]
Title: [Signature]
Date: 8/18/2017

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

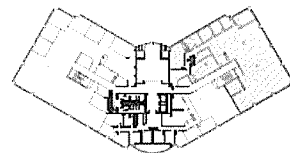
N2N
TLC

By: [Signature]
Name: STANLEY R. ALTERMAN
Title: Executive Managing Director
Date: 8/28/17

EXHIBIT B-2
Space Plan

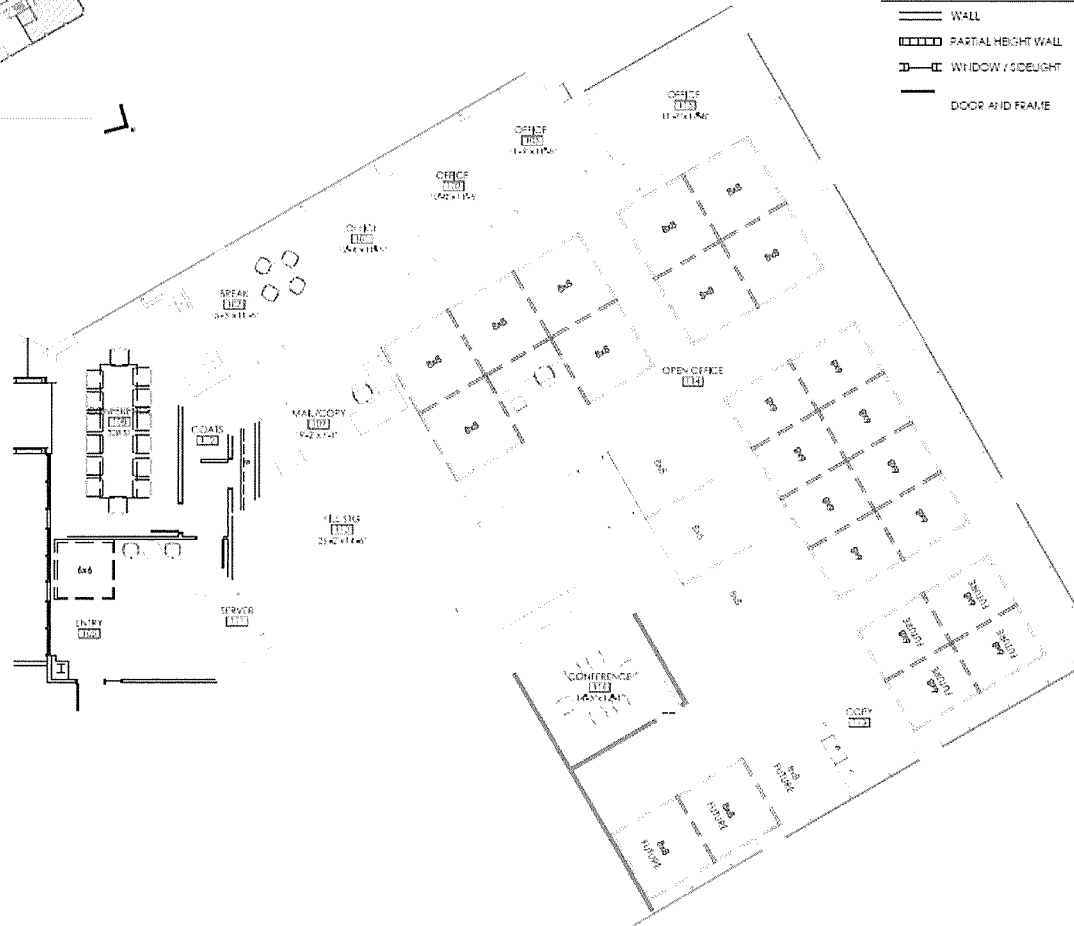
LEGEND

EXISTING TO REMAIN	NEW CONSTRUCTION
WALL	WALL
PARTIAL HEIGHT WALL	PARTIAL HEIGHT WALL
WINDOW / SIDELIGHT	WINDOW / SIDELIGHT
DOOR AND FRAME	DOOR AND FRAME
	NEW BUILT-IN CASEWORK/ PLUMBING FIXTURE



2ND FLOOR KEY PLAN
NOT TO SCALE

TF
CONTRACTOR TO RE-ENTRY EXISTING
CONDORING PROGRAM REFINING THIS PLAN



schott
design
www.schottdesign.com

SCALE: 1/16" = 1'-0"
PROJECT: 2017.191
PROJECT MGR: BW

ENCORE HEALTH NETWORK

8520 ALLISON POINTE BLVD - SUITE 200
INDIANAPOLIS, INDIANA

6,668 RENTABLE SQ. FT.
DATE: 04.26.17

EXHIBIT C

Confirmation of Expansion Commencement Date

THIS CONFIRMATION OF EXPANSION COMMENCEMENT DATE is entered into this _____ day of _____, 20____, by and between **LAKE POINTE SUB-TENANT LLC**, an Indiana limited liability company, as successor in interest to LAKE POINTE TENANT, LLC, a Delaware 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 ("Landlord") and **THE HEALTHCARE GROUP, LLC**, an Indiana limited liability company ("Tenant").

Landlord and Tenant entered into an Office Lease dated October 31, 2011 (the "Lease"), as amended by that certain First Amendment to Office Lease dated _____, 2017 ("First Amendment") for approximately 6,818 rentable square feet known as Suites 200 and 210 located on the second floor (the "Premises") of the building known as Lake Pointe Center IV located at 8520 Allison Pointe Boulevard, Indianapolis, Indiana 46250.

In consideration of the foregoing, the parties hereto hereby mutually agree as follows:

1. Landlord and Tenant hereby agree that:

- a. The Expansion Commencement Date of the Lease is _____.
- b. The Expiration Date of the Lease is March 31, 2023.
- c. The Base Rent schedule is:

[Insert Base Rent Schedule with the Abated Base Rent Period]

2. Tenant hereby confirms that:

- a. it has accepted possession of the Premises pursuant to the terms of the Lease;
- b. the Lease has not been modified, altered, or amended except as follows: _____; and
- c. on the date hereof, the Lease is in full force and effect.

3. This Confirmation, and each and all of the provisions hereof shall inure to the benefit of, or bind, as the case may require, the parties hereto and their respective successors and assigns.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date first above-written.

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: _____

Title: _____

Date: _____

TENANT:

THE HEALTHCARE GROUP, LLC,
an Indiana limited liability company

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT E

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, 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.