

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION**

In re:

USA GYMNASTICS,<sup>1</sup>

Debtor.

Chapter 11

Case No. 18-09108-RLM-11

**DEBTOR'S MOTION FOR AUTHORITY  
TO ENTER INTO NEW HEADQUARTERS LEASE**

USA Gymnastics, as debtor and debtor in possession in the above-captioned chapter 11 case (the “**Debtor**” or “**USAG**”), hereby submits this motion (the “**Motion**”) for the entry of an order, substantially in the form attached hereto as Exhibit 1, pursuant to section 363(b)(1) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “**Bankruptcy Code**”), and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), authorizing the Debtor to enter into a new headquarters lease with Volunteers of America of Ohio and Indiana, Inc. (“**VOA**”), substantially in the form attached hereto as Exhibit 2. In support of this Motion, the Debtor respectfully states as follows:

**JURISDICTION**

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §1334. This is a core proceeding pursuant to 28 U.S.C. §157(b)(2)(A) and (M), and the Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper pursuant to 28 U.S.C. §§1408 and 1409. The statutory and legal predicates for the relief requested herein are section 363(b)(1) of the Bankruptcy Code and Bankruptcy Rule 6004.

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<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 7871. The location of the Debtor’s principal office is 130 E. Washington Street, Suite 700, Indianapolis, Indiana 46204.

## BACKGROUND

### A. Case History.

2. On December 5, 2018, USAG filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

3. The Debtor remains in possession of its property and continues to operate and maintain its organization as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request has been made for the appointment of a trustee or examiner in this chapter 11 case.

4. On December 19, 2018, the United States Trustee appointed the Additional Tort Claimants Committee Of Sexual Abuse Survivors.

### B. The Debtor's New Headquarters Lease.

5. This Court previously approved the Debtor's assumption of an unexpired lease that governs the Debtor's use of an office building as its headquarters in Indianapolis, Indiana (the "**Assumed Headquarters Lease**"). (*See* Dkt. 824.) In exchange for the use of approximately 17,000 square feet of office space, the Debtor pays monthly rent of \$19,793.49. (Dkt. 788 ¶5.) The Debtor also pays a proportionate share of the leased premises' real estate taxes and operating expenses, plus utilities, which exceed \$50,000 annually, and parking fees. (*Id.*) The term of the Assumed Headquarters Lease runs through and including December 31, 2020. (*Id.*) If the Debtor extends the Assumed Headquarters Lease, it anticipates approximately \$360,000 in annual costs under the lease, including an increase in rent to an average of \$24,565 per month.

6. In light of the upcoming expiration of the Assumed Headquarters Lease, the Debtor decided to downsize its office space and negotiate a new, less costly lease. After extensive, arms' length, and good faith negotiations, the Debtor and VOA agreed to the lease attached hereto as Exhibit 2 (the "**New Headquarters Lease**").

7. Under the New Headquarters Lease, the Debtor will move its headquarters from its current location to a building located at 1099 North Meridian Street, Indianapolis, Indiana 46204. The Debtor will sublease 12,390 square feet of office space from VOA, which in turn leases the space from Landmark Acquisitions, LLC (the “**Landlord**”). (Ex. 2 ¶A.) VOA has agreed to leave office furniture in the space for the Debtor’s use. (*Id.* §26, Ex. C.)

8. The New Headquarters Lease offers significant cost savings for the Debtor. *First*, the Debtor is not required to pay rent between January 1, 2021 and April 30, 2021. (*Id.* Ex. B.) On May 1, 2021, rent will start at \$19,927.25 per month. (*Id.* §4.1, Ex. B.) Rent will increase annually at 2.5% per leased square foot, ultimately reaching \$21,992.25 in 2025. (*Id.*) As compared to the Assumed Headquarters Lease, the Debtor will save approximately \$50,000-\$75,000 per year in rent under the New Headquarters Lease. *Second*, the New Headquarters Lease does not require the Debtor to pay for utilities or for its proportionate share of the leased premise’s operating costs and taxes. (*Id.* §4.2.) Under the Assumed Headquarters Lease, these expenses exceed \$50,000 annually. *Third*, VOA has agreed to reimburse the Debtor up to \$10,000 in moving expenses. (*Id.* §20.)

9. In total, the Debtor estimates that it will save approximately \$190,000 annually under the New Headquarters Lease. The Debtor will invest that money in its initiatives to enhance athlete safety and wellness.

10. The term of the New Headquarters Lease runs through and including April 30, 2026. (*Id.* §2.) The Debtor has the option to terminate the lease on and after May 1, 2024 with 180 days’ notice. (*Id.* §3.4.) The Debtor does not have to pay an early termination penalty or fee if the Debtor’s termination of the New Headquarters Lease complies with this early termination provision. (*Id.*)

11. Finally, the New Headquarters Lease contains a standard indemnification provision. It provides that USAG and VOA shall mutually “indemnify and hold harmless the other party . . . from and against any . . . claims . . . brought against the Indemnified Party arising from, in connection with or related to the Indemnifying Party’s breach of [the New Headquarters Lease] or the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees or agents in the performance of [the New Headquarters Lease], unless such Claim is the result of the Indemnified Party’s own negligent acts or omissions or willful misconduct.” (*Id.* §10.) In addition, the Debtor must “indemnify, defend and hold VOA as well as the Landlord harmless from and against any claims . . . for any commission, fee or other payment in connection with [the New Headquarters Lease].” (*Id.* ¶24.)

12. As set forth in the proposed order attached to this Motion, the parties have agreed that if VOA or the Landlord believes it is owed indemnification by the Debtor, including without limitation the advancement of defense costs or other attorneys’ fees, it will file an application with this Court and the Debtor may not pay any such amounts to VOA or the Landlord before the entry of an order by this Court approving the payment.

#### **RELIEF REQUESTED**

13. By this Motion, the Debtor seeks authority to enter into the New Headquarters Lease with VOA, pursuant to section 363(b)(1) of the Bankruptcy Code and Bankruptcy Rule 6004.

#### **BASIS FOR RELIEF**

14. Section 363(b)(1) provides, in relevant part, that “the trustee, after notice and a hearing, may use, . . . other than in the ordinary course of business, property of the estate.” A court can authorize a debtor to use property of the estate pursuant to section 363(b)(1) when such use is

an exercise of the debtor's sound business judgment. *In re Schipper*, 933 F.2d 513, 515 (7th Cir. 1991) (a debtor's decision must be supported by "an articulated business justification"). The business judgment standard is satisfied if a proposed transaction would benefit the estate. *Matter of Brethren Care of South Bend, Inc.*, 98 B.R. 927, 934 (Bankr. N.D. Ind. 1989) (approving section 363 sale that was supported by "valid business reasons" and "in the best interests of all parties"); *see also Schipper*, 933 F.2d at 516; *In re Norview Builders Inc.*, No. 18-1825, 2019 WL 1992621, at \*2 (Bankr. N.D. Ill. May 3, 2019); *In re Adelpia Communications Corp.*, No. 02-41729 (REG), 2003 WL 22316543, at \*30-31 (Bankr. S.D.N.Y. Mar. 4, 2003).

15. When applying the business judgment standard, courts show "great judicial deference" to a debtor's business judgment. *In re Efoora, Inc.*, 472 B.R. 481, 488 (Bankr. N.D. Ill. 2012); *accord G & N Aircraft, Inc. v. Boehm*, 743 N.E.2d 227, 238 (Ind. 2001) (describing Indiana's business judgment rule as "strongly pro-management"). "Only where the debtor's actions are in bad faith or in gross abuse of its managerial discretion should" a debtor's business judgment "be disturbed." *Johnson v. Fairco Corp.*, 61 B.R. 317, 320 (Bankr. N.D. Ill. 1986). Thus, if a debtor exercises its business judgment reasonably, a court should approve the proposed use of property of the estate.

16. Here, the Debtor has determined in its sound business judgment and after arms' length and good faith negotiations that entering into the New Headquarters Lease is in the best interests of the Debtor's estate and all parties in interest. The rent under the New Headquarters Lease is reasonable in light of market rates for furnished office space. Further, the New Headquarters Lease offers significant cost savings to the Debtor compared to the Assumed Headquarters Lease—namely, the New Headquarters Lease (1) charges the Debtor lower rent and (2) does not require the Debtor to pay operating costs, utilities, or parking fees. The Debtor

therefore estimates that it will save approximately \$190,000 annually. The Debtor will use those savings to fund its ongoing efforts to enhance athlete safety and wellness for the benefit of all of the Debtor's stakeholders. In addition, the New Headquarters Lease does not lock the Debtor into a lengthy term. Under the early termination provision, the Debtor can exit the New Headquarters Lease in slightly over 3 years at no cost. This provision will allow the Debtor to locate a new headquarters with no penalty if, in three years, market rates have diverged from the rent due under the New Headquarters Lease or if the Debtor determines that the leased premises are no longer appropriately sized or suited to the organization's needs. Finally, VOA's agreement to reimburse the Debtor up to \$10,000 in moving expenses will help alleviate the financial burden of moving the Debtor's headquarters.

17. The New Headquarters Lease's indemnification provisions are reasonable under the circumstances. These provisions are similar to those included in other agreements that the Court has approved in this case. (*See, e.g.*, Dkt. 785 ¶5; Dkt. 865 ¶3; *cf.* Dkt. 1310, Ex. 1 ¶3.) The Court has the ultimate authority to monitor and approve or disallow any indemnity requests that VOA or the Landlord make under the New Headquarters Lease while this chapter 11 case remains pending. As a result, the Debtor will not pay any indemnification demands unless it receives Court approval to do so.

18. Ultimately, the Debtor conducted a comprehensive, months-long search for its new headquarters space and lease. After comparing the available options, the Debtor determined that the New Headquarters Lease would best fit the Debtor's needs. If the Debtor does not enter into the New Headquarters Lease, the Debtor will have to restart its search for a new headquarters location and negotiate a new lease agreement, or commence negotiations with its current landlord to extend the term of the Assumed Headquarters Lease, wasting the time and resources already

expended negotiating the New Headquarters Lease. There is no indication that any alternative lease would provide materially more favorable terms to the Debtor. In fact, because the Debtor would have to rush to complete that search and negotiations in the two months remaining in this year, any alternative lease would likely contain terms that are not market and that are worse than those included in the New Headquarters Lease.

19. Accordingly, entering into the New Headquarters Lease is a sound exercise of the Debtor's business judgment, and the Debtor requests that the Court authorize it to do so. The Debtor further requests that the Court waive the 14-day stay under Bankruptcy Rule 6004, to the extent the stay applies.

#### NOTICE

20. The Debtor will provide notice of this Motion in accordance with the *Order Granting Debtor's Motion For Order Establishing Certain Notice, Case Management, And Administrative Procedures* [Dkt. 213] and Rule 9006-1(a) of the Local Rules of the United States Bankruptcy Court for the Southern District of Indiana. Contemporaneously with the filing of this Motion, the Debtor is filing a motion to shorten notice requesting that the Court hear this Motion on an expedited basis. In light of the nature of the relief requested herein, the Debtor submits that no other or further notice is necessary.

WHEREFORE, the Debtor respectfully requests that the Court enter the order substantially in the form annexed hereto as Exhibit A, granting the relief requested herein and such further relief as is just and proper.

Dated: October 27, 2020

Respectfully submitted,

**JENNER & BLOCK LLP**

By: /s/ Catherine Steege

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**EXHIBIT 1**

**Proposed Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION**

In re:

USA GYMNASTICS,<sup>1</sup>

Debtor.

Chapter 11

Case No. 18-09108-RLM-11

**ORDER AUTHORIZING THE DEBTOR  
TO ENTER INTO NEW HEADQUARTERS LEASE**

This matter came before the Court on the *Debtor's Motion For Authority To Enter Into New Headquarters Lease* (the "**Motion**"), filed by USA Gymnastics as debtor and debtor in possession (the "**Debtor**"), for the entry of an order pursuant to section 363(b)(1) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "**Bankruptcy Code**"), and Rule 6004 of the

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<sup>1</sup>The last four digits of the Debtor's federal tax identification number are 7871. The location of the Debtor's principal office is 130 E. Washington Street, Suite 700, Indianapolis, Indiana 46204.

Federal Rules of Bankruptcy Procedure; and the Court finds that (i) it has jurisdiction over this matter pursuant to 28 U.S.C. § 1334; (ii) this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (M); (iii) the relief requested in the Motion constitutes a sound exercise of the Debtor's business judgment and is in the best interests of the Debtor, its estate, and creditors; and after due deliberation, and good and sufficient cause appearing therefore, the Court hereby determines the Motion should be GRANTED.

IT IS HEREBY ORDERED:

1. The Motion is granted as set forth herein.
2. The Debtor is authorized to enter into the new headquarters lease with Volunteers of America of Ohio and Indiana, Inc. ("VOA"), attached to the Motion as Exhibit 2 (the "**New Headquarters Lease**"), pursuant to section 363(b)(1) of the Bankruptcy Code.
3. If before the earlier of (i) the entry of an order confirming a chapter 11 plan in this case (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing this chapter 11 case, VOA or Landmark Acquisitions LLC (the "**Landlord**") believes that it is owed indemnification by the Debtor under the New Headquarters Lease, including without limitation the advancement of defense costs or other attorneys' fees, VOA or the Landlord must file an application in this Court, and the Debtor may not pay any such amounts to VOA or the Landlord before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time during which this Court shall have jurisdiction over any request by VOA or the Landlord for indemnification and is not a provision limiting the duration of the Debtor's obligation to indemnify.
4. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

5. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

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**EXHIBIT 2**

**New Headquarters Lease**

**SUBLEASE AGREEMENT**

**(1099 N. Meridian, Suite 800, Indianapolis, Indiana 46204)**

THIS SUBLEASE AGREEMENT (“**Sublease**”) is entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2020 (the “**Effective Date**”) by and between VOLUNTEERS OF AMERICA OF OHIO AND INDIANA, INC., an Ohio non-profit corporation (“**VOA**”), and USA GYMNASTICS, Inc., a Texas non-profit corporation (“**Subtenant**”).

**RECITALS**

- A. VOA is the “**Tenant**” under a certain Lease Agreement dated as of June 10, 2019, as amended to date, a copy of which is attached hereto and incorporated herein as Exhibit A (as amended, the “**Master Lease**”), by and between VOA and Landmark Acquisitions, LLC, an Indiana limited liability company (“**Landlord**”), pursuant to which VOA leases approximately 12,390 square feet of Rentable Area (as such term is used in the Master Lease) known as Suite 800 (the “**Premises**”) on the improved real property consisting of a twelve-story office building (the “**Building**”) located at 1099 North Meridian Street, Indianapolis, Indiana 46204;
- B. The location of the Premises is as shown on Exhibit A to the Master Lease; and
- C. Subtenant desires to sublease from VOA, and VOA desires to sublease to Subtenant, the Premises (the “**Subleased Premises**”) on the terms and conditions set forth below.

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

**AGREEMENT**

- 1. AGREEMENT REGARDING SUBLEASED PREMISES. VOA hereby subleases to Subtenant, and Subtenant hereby subleases from VOA, the Subleased Premises. The Subleased Premises will be used for activities that are consistent with the uses permitted in the Master Lease. VOA shall have no obligation to perform or complete any work to prepare the Subleased Premises for Subtenant’s occupancy, and Subtenant hereby accepts the Subleased Premises in its AS-IS, WHERE IS condition. Subtenant’s use and occupancy of the Subleased Premises shall be exclusive, and shall also include the non-exclusive use of any Common Areas (as such term is defined in the Master Lease) of the Building.
- 2. TERM. The term of this Sublease (the “**Term**”) shall commence on January 1, 2021 (the “**Sublease Commencement Date**”) and shall continue until April 30, 2026, unless sooner terminated as hereinafter provided.
- 3. TERMINATION. This Sublease may be terminated as follows:
  - 3.1. TERMINATION BY AGREEMENT. By mutual agreement of the parties to this Sublease in writing upon the terms stipulated therein and executed by both parties hereto.

3.2. TERMINATION FOR CAUSE. In the event either party shall give written notice to the other party that such other party has committed a breach of any obligation of this Sublease and such breach shall not have been cured (or a good faith effort initiated to so cure) within five (5) days following the giving of such notice to the reasonable satisfaction of the party giving such notice, then the party giving such notice shall have the right to immediately terminate this Sublease. Such notice must specify with reasonable particularity the nature and extent of the breach.

3.3. TERMINATION BASED ON CHANGE IN LAW. If at any time this Sublease is found to violate any law, or if either party has a reasonable belief that this Sublease creates a material risk of violating any law, then such party shall provide written notice to the other party thereof along with a written legal opinion of counsel to such effect. The parties shall then work in good faith to amend this Sublease to the extent necessary to comply with the applicable law(s), but, if a mutually agreeable amendment cannot be made, then this Sublease may be terminated immediately upon sending written notice to the other party.

3.4. EARLY TERMINATION BY SUBTENANT. Subtenant may terminate this Sublease after the fortieth (40<sup>th</sup>) month following the Sublease Commencement Date without penalty, upon Subtenant providing VOA with at least one hundred eighty (180) days' prior written notice.

3.5. SURRENDER; HOLDING OVER. At the expiration or earlier termination of the Term, Subtenant shall surrender the Subleased Premises and all of Subtenant's improvements and alterations to VOA broom-clean and in their original condition, except for reasonable wear and tear, damage from casualty or condemnation and any changes resulting from Subtenant's approved alterations (not otherwise required by VOA to be removed as a condition of Subtenant's installation/alteration). All other tenant obligations set forth in Master Lease Section 19.1 regarding the condition of the Subleased Premises upon surrender, including the obligation to remove telephone and other cabling installed in the Building by VOA, shall remain with VOA and shall not become the obligation of Subtenant. If Subtenant remains in possession of the Subleased Premises after the expiration or earlier termination of the Term, VOA and Subtenant shall be deemed to have entered a month-to-month tenancy, with Rent (as such term is defined below) payable at the same rate in effect at the time of such expiration or earlier termination for the first three (3) months of such holdover period, and thereafter at one hundred fifty percent (150%) of the Rent in effect at time of such expiration or earlier termination.

#### 4. RENT.

4.1. RENT. Subtenant shall pay directly to Landlord the "**Rent**" as provided in Exhibit B attached hereto and incorporated herein. This Rent is in consideration of Subtenant's use of the Subleased Premises, and shall be due and payable to Landlord as provided in the Master Lease, without notice, demand, and deduction, set off, counterclaim or abatement.

4.2. ADDITIONAL RENT. Subtenant shall not be responsible for the payment of Tenant's Share of the sum of (x) Operating Costs for such period in excess of Operating Costs for the Base Year, and (y) Taxes for such period in excess of Taxes for the Base Year, and (z) Electricity Costs for such period in excess of Electricity Costs for the Base Year, as such amount

is deemed due under Master Lease Section 3.2. VOA shall remain liable for the payment of any such amounts to Landlord.

4.3. SECURITY DEPOSIT. The parties acknowledge that the Security Deposit (as defined in the Master Lease) has been paid by VOA to Landlord in accordance with the terms and provision of the Master Lease. The parties agree that Subtenant will not be obligated to pay any security deposit.

4.4. LATE CHARGES. Subtenant acknowledges that VOA shall incur certain additional unanticipated administrative and legal costs and expenses if Subtenant fails to pay timely any payment required hereunder. Therefore, in addition to the other remedies available to VOA hereunder, if any payment required to be paid by Subtenant to Landlord or VOA hereunder shall become overdue, such unpaid amount shall (i) incur a late fee equal to five percent (5%) of the unpaid amount, plus (ii) bear interest from the due date thereof to the date of payment at the rate of eighteen percent (18%) per annum or the maximum lawful rate that VOA may charge to Subtenant under applicable laws, whichever is less (the “**Interest Rate**”).

5. COMMON AREAS. To the extent of the rights granted to VOA under the Master Lease, Subtenant is hereby granted rights of ingress and egress to the Subleased Premises, use of the Parking Facility, and use of the Common Areas of the Building for agents, employees and invitees during normal business hours as may be stated and regulated in the Master Lease.

6. UTILITIES; INTERRUPTION OF SERVICES. Utilities provided to the Subleased Premises shall be in such quantities and at such times as are provided by Landlord to the Subleased Premises pursuant to the Master Lease, without charge to Subtenant except as provided in the next sentence. Subtenant shall pay to Landlord (or if directed by Landlord, to utility service providers) any and all utility charges for any additional utilities assessed to VOA as a result of Subtenant’s use under Master Lease Section 9.2. Neither VOA nor Landlord shall have any liability for any interruption in, or cessation of, utilities and any such interruption or cessation shall not constitute an eviction of Subtenant, constructive or otherwise, entitle Subtenant to an abatement of rent or to terminate this Sublease or otherwise release Subtenant from any of Subtenant’s obligations under this Sublease, so long as such cessation or interruption is not caused by Landlord’s or VOA’s failure to promptly pay all utilities charges and bills.

7. ALTERATIONS. Subtenant shall not make any alterations, physical additions, structural changes, or other changes in or to the Subleased Premises. Subtenant shall have the right to remove any and all trade fixtures at the end of the Term and will repair any damage caused by the removal of any such trade fixtures.

8. PROPERTY AND RISK OF LOSS. VOA shall not be liable for any damage or theft to any of Subtenant’s property in or about the Subleased Premises or the Building, unless such damage or theft is caused directly by VOA, its agents, employees, or independent contractors. Subtenant shall maintain, at its sole cost and expense, insurance coverage on its property and the VOA Furniture (as such term is defined below), including waiver of subrogation endorsement. It is the intent of the parties to assign the entire risk of loss arising out of damage to or theft of Subtenant’s property or VOA Furniture to Subtenant. To the extent provided in the

Master Lease, Subtenant shall not be liable for any damage or theft to any of Landlord's property in or about the Subleased Premises or the Building. Pursuant to the Master Lease, Landlord is required to maintain, at its sole cost and expense, insurance coverage on its property, including waiver of subrogation endorsement.

9. INSURANCE. Subtenant shall maintain throughout the Term, at its sole cost and expense, commercial general liability insurance written by a responsible insurance company or companies (which may be written to include the Subleased Premises in conjunction with other premises owned or operated by Subtenant) insuring Subtenant against losses, claims, demands or actions or injury to or death of any one or more persons or loss or damages to property in the amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence, with not less than Three Million Dollars (\$3,000,000.00) in the aggregate or combined single limit coverage with adding VOA and Landlord as additional insureds on a primary and non-contributory basis. Subtenant shall furnish to VOA and/or Landlord certificates evidencing the existence of the insurance coverage required by this Section. Subtenant also agrees to carry Worker's Compensation insurance covering all of its employees performing services at the Subleased Premises in an amount as required by the State of Indiana, and Employer's Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00). Subtenant's Worker's Compensation policy shall contain an endorsement waiving subrogation rights against VOA. Notwithstanding the foregoing, if the Master Lease requires any insurance in addition to or in amounts that exceed those coverages specified above, the Master Lease shall control as to the required insurance to be provided by Subtenant.

10. INDEMNIFICATION. Each party (the "**Indemnifying Party**") shall indemnify and hold harmless the other party, its officers, directors, employees and agents (collectively, the "**Indemnified Party**") from and against any losses, damages, demands, claims, suits, expenses (including reasonable attorneys' fees) and other liabilities (collectively, "**Claims**") brought against the Indemnified Party arising from, in connection with or related to the Indemnifying Party's breach of this Sublease or the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees or agents in the performance of this Sublease, unless such Claim is the result of the Indemnified Party's own negligent acts or omissions or willful misconduct.

11. MASTER LEASE.

11.1. INCORPORATION OF TERMS AND CONDITIONS OF MASTER LEASE. Subtenant agrees that this Sublease is subordinate and subject to the Master Lease and that any termination thereof shall likewise terminate this Sublease, provided that each of VOA and Subtenant shall remain liable for any liabilities and obligations arising prior to such termination. Except as expressly modified or provided to the contrary in this Sublease, and to the extent applicable to the Subleased Premises and to Subtenant's use thereof: (i) all of the terms, conditions and covenants in the Master Lease are incorporated by reference into this Sublease, and shall apply to Subtenant as if Subtenant were the tenant thereunder, and the Subleased Premises were the Premises; and (ii) Subtenant shall perform all of the obligations and covenants required by the Master Lease to be performed by the tenant thereunder. In all instances in which the Master Lease, as so incorporated, imposes any obligation on Landlord, Subtenant agrees to accept performance of the obligation by Landlord and agrees that VOA shall have no separate

obligation to Subtenant to perform Landlord's obligation; provided, however, that upon Subtenant's written (and email shall be sufficient in such case) request to VOA that VOA actively seek enforcement of Landlord's obligation, VOA shall undertake the same to the extent permitted by the Master Lease. In the event of any conflict between the specific terms and conditions of this Sublease and the terms and conditions of the Master Lease, the specific terms and conditions of this Sublease shall control. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Master Lease. Notwithstanding anything contained herein to the contrary, Subtenant shall not, in any event, have any rights in and to the Subleased Premises that are greater than or in addition to the rights of VOA with respect to the Subleased Premises as set forth in the Master Lease. Anything contained in this Sublease to the contrary notwithstanding, it is understood by and between the parties that any actions to be taken by Subtenant which require the consent of VOA, may also require the written consent of the Landlord as provided in the Master Lease.

11.2. AMENDMENT TO MASTER LEASE; BUILDING RULES AND REGULATIONS. Subtenant acknowledges that it has received and reviewed a copy of the Master Lease. Subtenant agrees not to do any act that would result in VOA being in violation or default under the Master Lease, as the same may be amended from time to time. Subtenant further agrees to abide by any rules and regulations and other restrictions contained in the Master Lease or otherwise promulgated pursuant to the Master Lease, as the same may be amended from time to time. VOA shall provide copies of any amendments or modifications to the rules and regulations and other restrictions adopted by Landlord to Subtenant promptly upon receipt thereof. Without Subtenant's prior written consent, which consent Subtenant may withhold in its absolute discretion, VOA shall not enter into any amendment, modification or supplement to the Master Lease which would abridge or diminish Subtenant's rights to and use of the Sublease Premises, or which would increase Subtenant's cost of occupancy or operation from the Sublease Premises.

11.3. ADDITIONAL REPRESENTATIONS AND WARRANTIES OF VOA. VOA represents and warrants all of the following as to the Subleased Premises: (i) the Master Lease, as amended, constitutes the entire agreement between VOA and the Landlord with respect to the Subleased Premises, and (ii) to VOA's knowledge, there exist no default(s) or circumstances caused by VOA that could lead to default under the Master Lease.

11.4. SPECIFIC MASTER LEASE PROVISIONS NOT APPLICABLE TO SUBTENANT. The following Master Lease provisions are expressly not applicable to Subtenant (and the following list is supplemental to all other provisions not applicable as expressly set forth elsewhere in this Sublease):

- a. Master Lease Section 3.2;
- b. Master Lease Section 5.2(e) with respect to actions undertaken by VOA;
- c. Master Lease Section 8;
- d. The indemnity under Master Lease Section 10.2(c), to the extent the same arises out of VOA's breach or default of the Master Lease;
- e. Master Lease Section 16.1 and 16.2, to the extent the same arises out of VOA's breach or default of the Master Lease;
- f. Master Lease Section 21.2

- g. The indemnity under Master Lease Section 30; and
- h. Any obligation to pay Landlord’s attorney fees and other similar costs, to the extent the same arises out of VOA’s breach or default of the Master Lease.

12. RIGHT OF ENTRY. VOA and Landlord (or their respective agents, employees, and contractors) may enter upon the Subleased Premises for any necessary purpose by VOA or Landlord with not less than twenty-four (24) hours’ prior written notice to Subtenant, except in the event of an emergency in which case no notice shall be required.

13. NOTICES. Any notice hereunder shall be in writing and addressed as follows:

*To Subtenant:*  
 USA Gymnastics, Inc.  
 1099 N. Meridian Street Suite  
 800 Indianapolis, IN 46204  
 lturner@usagym.org  
 Attn: Lauryn Turner With

*To VOA:*  
 Volunteers of America of Ohio & Indiana, Inc  
 912 N Delaware St  
 Indianapolis, IN 46204  
 hector.vazquez@voaohio.org  
 Attn: Hector Vazquez

*With a copy to Subtenant's  
 Attorney:*  
 Miller Johnson  
 45 Ottawa Ave. SW, Suite 1100  
 Grand Rapids, MI 49503  
 scheiderc@millerjohnson.com  
 Attn: CJ Schneider

*To Landlord:*  
 Landmark Acquisitions, LLC  
 1099 North Meridian Street  
 Indianapolis, Indiana 46204  
 Attn: \_\_\_\_\_

Such notices shall be delivered either by (i) hand delivery, (ii) by certified mail, return receipt requested, or (iii) via a nationally recognized overnight courier. All such notices shall be deemed effective upon receipt or refusal of delivery. Any party may from time to time designate by notice some other address for notices.

14. DEFAULT BY SUBTENANT. Subject to all notice and cure rights afforded to VOA under the Master Lease, if Subtenant defaults under a term or condition of this Sublease and fails to cure such default within five (5) business days of receipt of written notice describing such default in reasonable detail from VOA, VOA may terminate this Sublease effective upon notice to Subtenant. If a default by Subtenant is not cured within the grace period provided in this Section, VOA may exercise the rights and remedies granted to Landlord by the Master Lease, any rights or remedies set forth in this Sublease or any other remedies available at law or in equity as if VOA were the landlord and Subtenant were the tenant, and the Subleased Premises were the Premises under the Master Lease. The remedies of VOA under this Sublease are cumulative, and the exercise of any one or more of such remedies shall not be construed as a waiver of any of the other remedies available to VOA at law, in equity or otherwise.

15. DEFAULT BY VOA. If VOA defaults under a term or condition of this Sublease and fails to cure such default within five (5) business days of receipt of written notice describing such default in reasonable detail from Subtenant, Subtenant may terminate this Sublease effective upon notice to VOA; provided, however, that if the nature of such breach reasonably requires a

longer period of time for cure, or involves the Landlord, then VOA shall be given fifteen (15) business days from receipt of the applicable written notice to cure the default provided that VOA is diligently prosecuting the cure. The remedies of Subtenant under this Sublease are exclusive, and the exercise of any one or more of such remedies shall be in lieu of any other remedies available to Subtenant at law, in equity or otherwise.

16. VOA NOT LIABLE FOR LANDLORD'S OBLIGATIONS OR DEFAULTS. VOA agrees to use best efforts to cause Landlord to comply with all the provisions of the Master Lease; provided, however, that VOA shall not be obligated to use such efforts or take any action which might give rise to a default under the Master Lease. Nothing contained herein shall obligate VOA to assume any obligations or be responsible for defaults of Landlord under the Master Lease.

17. USE. Subtenant shall maintain the Subleased Premises at its sole cost and expense in the manner required of VOA under Master Lease Section 7.1. Subtenant shall not use the Subleased Premises or maintain them in any manner constituting a breach of the Master Lease and/or a violation of any ordinance, statute, regulation, or order of any governmental authority, including without limitation, regulations of the Indiana State Department of Health and zoning ordinances, nor shall Subtenant maintain, permit or suffer any nuisance to occur or exist on the Subleased Premises. In the event that Subtenant's use of the Subleased Premises causes VOA to incur additional expense hereunder or under the Master Lease for maintenance, alterations or repairs to comply with any applicable laws that VOA would not otherwise incur for VOA's use of the Subleased Premises, Subtenant shall be responsible for this expense and shall reimburse VOA therefore. VOA shall provide written documentation reasonably satisfactory to Subtenant to justify VOA's request for reimbursement of expenses as provided in this Section 17. Subtenant shall pay the expenses documented as required herein within fifteen (15) days of receipt of the expense documentation from VOA. Subtenant's failure to timely reimburse VOA shall be treated the same as a failure to timely pay Rent hereunder and be subject to the late payment charge and interest as otherwise provided in Section 4.4 hereof, and the obligation of Subtenant to pay any such amounts due and owing to VOA upon the expiration or earlier termination of this Sublease shall survive the expiration or termination of this Sublease until such amount is paid in full.

18. SIGNAGE. Subtenant shall not affix to or upon the exterior of the Subleased Premises any sign, insignia, or decoration without the prior written consent of VOA, which shall not be unreasonably withheld, conditioned or delayed, provided that VOA has been able to obtain Landlord's consent to the sign, insignia or decoration. VOA shall arrange with Landlord to transition the Building's standard signage on the directory and suite entrance to indicate Subtenant's business, at VOA's sole cost and expense.

19. PARKING AND COMMON AREAS. Subtenant shall have all of the rights to parking and to use of and access to the Common Areas as are provided to VOA under Master Lease Section 1.

20. MOVING ALLOWANCE. VOA shall reimburse Subtenant up to Ten Thousand and 00/100 Dollars (\$10,000.00) incurred by Subtenant for costs solely related to moving from Subtenant's current location to the Subleased Premises; provided, however, that Subtenant provide VOA proof of such incurred expense.

21. CONDITIONS. This Sublease is conditioned upon the following prior to the Sublease Commencement Date:

a. VOA obtaining Landlord's consent to this Sublease.

b. VOA shall remove all of VOA's personal items, other than the VOA Furniture, from the Subleased Premises, including, without limitation, (i) artwork on the walls, (ii) electronic equipment such as phones, computer and printers, and (iii) all of the furniture from VOA's Chief Executive Officer's office (other than the small conference table). All holes resulting from such removal patched and painted. Additionally, VOA shall ensure the Subleased Premises are thoroughly cleaned, vacuumed, mopped and all surfaces wiped down.

c. Prior to the Sublease Commencement Date, VOA shall at its cost and without reimbursement from Subtenant install a 70 inch smart television in the Building's lower level conference center, subject to Landlord's approval as to the location of such installation.

22. INDEPENDENT CONTRACTOR RELATIONSHIP. The parties are now and at all times during the performance of this Sublease shall remain independently contracting parties. The parties do not intend to create any different arrangement including, without limitation, joint venturers, general or limited partners or employer/employee.

23. QUIET ENJOYMENT. If Subtenant shall perform all of the material covenants and agreements herein provided to be performed on Subtenant's part, Subtenant shall at all times during the term of this Sublease have the peaceable and quiet enjoyment of possession of the Subleased Premises without any hindrance from VOA or any parties lawfully claiming under VOA, subject to Landlord's rights under the Master Lease.

24. BROKERS. Subtenant represents and warrants to VOA that it has dealt with 92c Partners, LLC, a broker with respect to this Sublease ("**Broker**"), who shall be paid a commission of four percent (4%) of the gross Sublease value for the Term in the amount of \$50,273.66 (the "**Commission**"). VOA shall pay Broker the Commission upon full execution of this Sublease. To the extent any party (other than Broker) making a claim through Subtenant is entitled to any commission, fee or other payment arising out of this Sublease, Subtenant shall hold VOA harmless and indemnify, defend and hold VOA as well as the Landlord harmless from and against any claims, or alleged claims, made by any party claiming through the indemnifying party for any commission, fee or other payment in connection with this Sublease. The representations and indemnifications set forth in this Section 24 shall survive the cancellation or termination of this Sublease.

25. EARLY ACCESS. Commencing on December 14, 2020, Subtenant, and its Landlord-approved agents and contractors, may access the Subleased Premises to complete interior decoration work, if any, to install Subtenant's furniture, fixtures and IT installations, and otherwise to complete preparation of the Subleased Premises for Subtenant's occupancy (collectively, "**Subtenant's Work**"); provided, however, that Subtenant's schedule for such Subtenant's Work shall be communicated to Landlord in advance, and Landlord shall have the right, upon notice to Subtenant, to coordinate or reschedule such Subtenant's Work to avoid

interference with Landlord's operations. Occupancy by Subtenant for such purposes prior to the Sublease Commencement Date shall be subject to all the terms and provisions of this Sublease other than payment of Rent. Subtenant's early access shall not accelerate the Sublease Commencement Date or the date Rent is to commence under this Sublease.

26. VOA FURNITURE. Subtenant and VOA acknowledge and agree that certain office furniture and items of personalty more particularly described in Exhibit C ("**VOA Furniture**"), will be left by VOA in the Subleased Premises for Subtenant's enjoyment during the Term, at no additional cost to Subtenant, but that Subtenant shall not have the right to remove the VOA Furniture without VOA's express prior written consent. During the Term, Subtenant shall be responsible for maintenance, repair, and replacement of the VOA Furniture as is necessary to keep it in good and working condition. At the expiration or earlier termination of the Term, Subtenant shall return the VOA Furniture to VOA in substantially similar condition as is present on the Sublease Commencement Date, ordinary wear and tear excepted.

27. MISCELLANEOUS.

a. This Sublease contains the entire agreement between the parties concerning the subject matter herein.

b. No modification of this Sublease shall be binding upon the parties unless evidenced by an agreement in writing signed by the parties.

c. This Sublease has been executed under and shall be governed by the laws of the State of Indiana.

d. This Sublease may not be assigned by either party without the prior written consent of the other party. Subtenant shall not sublease the Subleased Premises without the prior written consent of VOA and Landlord, which consent shall be subject to the standard set forth in Master Lease Section 14. Subject to the preceding sentence, the conditions, covenants and agreements contained in this Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

e. Any party to this Sublease who is the prevailing party in any legal or equitable proceeding against the other party brought under or in connection with this Sublease shall be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party. The "prevailing party" shall include, but is not limited to, a party whose claim is substantially sustained in an action, a party who is granted equitable relief or a party who dismisses an action or settles a claim in exchange for a payment of substantially the sum allegedly due.

f. The failure of any party to enforce any right or remedy hereunder, or to promptly enforce any such right or remedy, shall not constitute a waiver thereof nor give rise to any estoppel against such party nor excuse any of the parties hereto from their respective obligations hereunder. Any such waiver must be in writing and signed by the party to be bound.

g. This Sublease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Sublease effective as of the date first above written.

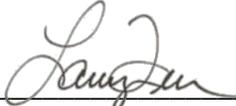
“VOA”

“SUBTENANT”

**VOLUNTEERS OF AMERICA OF OHIO AND INDIANA, INC.,**  
an Ohio non-profit corporation

**USA GYMNASTICS, INC.,** a  
Texas non-profit corporation

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Printed: John von Arx III

Printed: Lauryn Turner

Title: President & CEO

Title: Chief of Staff

**Landlord hereby executes below as its approval and consent of this Sublease, notwithstanding anything to the contrary in the Master Lease. By its signature below Landlord acknowledges that VOA is not currently in default under the Master Lease, that the Master Lease is in full force and effect, and that this Sublease will not effectuate a Master Lease default under Master Lease Section 15.1(b) (as an abandonment of the Premises by VOA).**

**LANDMARK ACQUISITIONS, LLC,**  
an Indiana limited liability company

By: Fairbridge Partners, LLC,  
Its Sole Member

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

COPY OF MASTER LEASE

(See next forty-eight (48) pages.)

LEASE AGREEMENT

between

LANDMARK ACQUISITIONS, LLC

as **“Landlord”**

and

VOLUNTEERS OF AMERICA OF OHIO AND INDIANA INC.

as **“Tenant”**

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**BASIC LEASE INFORMATION**

**Lease Date:** For identification purposes only, the date of this Lease is June 10, 2019.

**Landlord:** Landmark Acquisitions, LLC, an Indiana limited liability company

**Tenant:** Volunteers of America Of Ohio and Indiana Inc., an Ohio non-profit corporation

**Project:** Twelve story office building and adjacent parking lots

**Building Address:** 1099 North Meridian Street  
Indianapolis, Indiana 46204

**Rentable Area of Building:** 286,517 square feet

**Premises:** Floor/Suite: Eighth/800  
Rentable Area: Approximately 12,390 square feet of Rentable Area

**Term:** 128 full calendar months (plus any partial month at the beginning of the Term)

**Scheduled Commencement Date:** September 1, 2019

**Expiration Date:** The last day of the 128<sup>th</sup> full calendar month in the Term

**Base Rent:** Office Space: \$19.30 per square foot of Rentable Area per Annum, increasing by 2.5% on each anniversary of the Commencement Date or the 1<sup>st</sup> day of the month immediately following the anniversary of the Commencement Date if the Commencement Date does not occur on the first day of the month

**Tenant's Share:** 4.32%

**Security Deposit:** Not applicable

**Landlord's Address for Payment of Rent:** Landmark Acquisitions, LLC  
75 Remittance Drive Dept 3152  
Chicago IL, 60675

**Landlord's Address for Notices:** Landmark Acquisitions, LLC  
c/o Fairbridge Partners, LLC  
30 Vreeland Drive, Suite 2-3  
Skillman, NJ 08558

**Tenant's Address for Notices:** Volunteers of America Of Ohio and Indiana Inc.  
1099 North Meridian Street, Suite 800  
Indianapolis, Indiana 46204

**Business Hours:** 7:00 a.m. to 6 p.m., Mondays through Fridays  
9:00 a.m. to 1 p.m. Saturdays

**Broker(s):** Colliers International  
Alliance Commercial Group, LLC

**Guarantor(s):** N/A

**Property Manager:** Cushman & Wakefield

**Additional Provisions:** See Exhibit E

Exhibits:

Exhibit A: The Premises  
Exhibit B: Parking Facility  
Exhibit C: Construction Rider  
Exhibit D: Building Rules  
Exhibit E: Additional Provisions  
Exhibit F: Temporary Space

The Basic Lease Information set forth above is part of the Lease. In the event of any conflict between any provision in the Basic Lease Information and the Lease, the Lease shall control.

THIS LEASE is made as of the Lease Date set forth in the Basic Lease Information, by and between the Landlord identified in the Basic Lease Information (“**Landlord**”), and the Tenant identified in the Basic Lease Information (“**Tenant**”). Landlord and Tenant hereby agree as follows:

1. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon the terms and subject to the conditions of this Lease, the office space identified in the Basic Lease Information as the Premises (the “**Premises**”), in the Building located at the address specified in the Basic Lease Information (the “**Building**”). The approximate configuration and location of the Premises is shown on Exhibit A. Landlord and Tenant agree that the rentable area of the Premises for all purposes under this Lease shall be the Rentable Area specified in the Basic Lease Information. The Building, together with the surface parking facility serving the Building shown on Exhibit B (the “**Parking Facility**”), and the parcel(s) of land on which the Building and the Parking Facility are situated (collectively, the “**Property**”), is part of the Project identified in the Basic Lease Information (the “**Project**”).

Tenant shall have the non-exclusive right to use the Parking Facility. Landlord may make, modify and enforce on a uniform and consistent basis reasonable rules and regulations relating to the use of the Parking Facility, and Tenant agrees to abide by such rules and regulations. This Lease does not grant Tenant (or its agents, employees, contractors and visitors) the exclusive right to use any portion of the Parking Facility; provided, however, that Landlord shall make available to each tenant of the Building no less than 3.4 parking spaces for every 1,000 of rentable square feet of area contained in each tenant’s premises on a non-exclusive basis in the Parking Facility at no additional cost or expense. Provided that Landlord continues to make available no less than 3.4 parking spaces for every 1,000 of rentable square feet in the Premises, Landlord may from time to time designate specific portions of the Parking Facility as reserved areas, and Tenant shall have no right to park in such reserved areas.

Tenant shall have the non-exclusive right to use the Common Areas (as defined in the Building Rules (as defined in Section 27 - *Rules and Regulations*)) for no additional consideration. The “Common Areas” of the Building shall include, but not be limited to, a market/cafe area (to include vending and seating), two (2) conference rooms for tenant use (which may be reserved in advance for Tenant’s exclusive use for reasonable periods of time), a common social hub, a fitness facility with showers and lockers, and a bike-share/storage area. Notwithstanding the foregoing, while the use of the Common Areas shall be without charge, Landlord may establish a schedule of fees for the use of services or equipment supplied to any tenant using the Common Areas.

Notwithstanding anything contained in this Lease to the contrary, upon the Substantial Completion of the Tenant Improvements (as those terms are defined in Exhibit C attached hereto and made a part hereof (the “**Construction Rider**”)), Landlord shall cause the usable area of the Premises to be measured based upon the following BOMA standard of measurement: Office Buildings: Standard Methods of Measurement (ANSI/BOMA Z65.1 – 2010), and the rentable area of the Premises is calculated by multiplying the useable square footage of the Premises by the rentable factor of eighteen and five hundred thirty-one thousandths percent (18.531%) and adding the product thereof to the usable area. If the resulting rentable area is more or less than the figure set forth in the definition of the “Premises” above, then the specified rentable square footage shall be revised to be the figure calculated as provided in the foregoing sentence, and Base Rent,

Tenant's Share, and the Allowance (as defined in the Construction Rider), all of which have been calculated using the rentable square footage of the Premises, all shall be adjusted accordingly.

2. TERM; POSSESSION. The term of this Lease (the "**Term**") shall commence on the Commencement Date as described below and, unless sooner terminated, shall expire on the Expiration Date set forth in the Basic Lease Information (the "**Expiration Date**"). The "**Commencement Date**" shall be the earlier of (a) the date on which Landlord tenders possession of the Premises to Tenant, with all of Landlord's construction obligations with respect to improvement of the Premises described in the Construction Rider; or (b) the date upon which Tenant, with Landlord's written permission, actually occupies and conducts business in any portion of the Premises. The parties anticipate that the Commencement Date will occur on or about the Scheduled Commencement Date set forth in the Basic Lease Information (the "**Scheduled Commencement Date**"); provided, however, that Landlord shall not be liable for any claims, damages or liabilities if the Premises are not ready for occupancy by the Scheduled Commencement Date; and provided that in all events the Commencement Date shall be not earlier than the Scheduled Commencement Date. When the Commencement Date has been established, Landlord and Tenant shall at the request of either party confirm the Commencement Date and Expiration Date in writing.

3. RENT.

3.1 Base Rent. Tenant agrees to pay to Landlord the Base Rent set forth in the Basic Lease Information, without prior notice or demand, on the first day of each and every calendar month during the Term, except that Base Rent for the first full calendar month in which Base Rent is payable shall be paid upon Tenant's execution of this Lease and Base Rent for any partial month at the beginning of the Term shall be paid on the Commencement Date. Base Rent for any partial month at the beginning or end of the Term shall be prorated based on the actual number of days in the month.

If the Basic Lease Information provides for any change in Base Rent by reference to years or months (without specifying particular dates), the change will take effect on the applicable annual or monthly anniversary of the Commencement Date (which won't necessarily be the first day of a calendar month).

3.2 Additional Rent: Increases in Operating Costs, Taxes and Electricity Costs.

(a) Definitions.

(1) "**Operating Costs**" means all costs of managing, operating, maintaining and repairing the Property, including, but not limited to, all costs, expenditures, fees and charges for: (A) operation, maintenance and repair of the Property (including maintenance, repair and replacement of glass, the roof covering or membrane, and landscaping); (B) utilities (exclusive of Electricity Costs) and services (including telecommunications facilities and equipment, recycling programs and trash removal), and associated supplies and materials; (C) compensation (including employment taxes and fringe benefits) for persons who perform duties in connection with the operation, management, maintenance and repair of the Building, such compensation to be appropriately allocated for persons who also perform duties unrelated to the Building; (D) property (including coverage for earthquake and flood if carried by Landlord), liability, rental income and

other insurance relating to the Property, and expenditures for deductible amounts paid under such insurance; (E) licenses, permits and inspections; (F) complying with the requirements of any law, statute, ordinance or governmental rule or regulation or any orders pursuant thereto (collectively “Laws”); (G) amortization of capital improvements required to comply with Laws, or which are intended to reduce Operating Costs or improve the utility, efficiency or capacity of any Building System, with interest on the unamortized balance at the rate paid by Landlord on funds borrowed to finance such capital improvements (or, if Landlord finances such improvements out of Landlord’s funds without borrowing, the rate that Landlord would have paid to borrow such funds, as reasonably determined by Landlord), over such useful life as Landlord shall reasonably determine, provided that the amount of amortized costs for capital improvements intended to reduce Operating Costs shall not exceed the amount of such savings generated by the capital improvements; (H) an office in the Project for the management of the Property, including expenses of furnishing and equipping such office and the rental value of any space occupied for such purposes; (I) property management fees at rates similar to other Class-A office buildings in the Central Business District submarket for Indianapolis, Indiana, but not to exceed four percent (4%) of actual gross rental income for the Building; (J) accounting, legal and other professional services incurred in connection with the operation of the Property and the calculation of Operating Costs, Taxes and Electricity Costs; (K) intentionally omitted; (L) contesting the validity or applicability of any Laws that may affect the Property; (M) the Building’s share of any shared or common area maintenance fees and expenses (including costs and expenses of operating, managing, owning and maintaining the Parking Facility and the common areas of the Project and any fitness center or conference center in the Project); and (N) any other cost, expenditure, fee or charge, whether or not hereinbefore described, which in accordance with generally accepted property management practices for other Class-A office buildings in the Central Business District submarket for Indianapolis, Indiana would be considered an expense of managing, operating, maintaining and repairing the Property. Operating Costs for any calendar year during which average occupancy of the Building is less than ninety-five percent (95%) shall be calculated based upon the Operating Costs that would have been incurred if the Building had an average occupancy of ninety-five percent (95%) during the entire calendar year.

(2) “**Taxes**” means: all real property taxes and general, special or district assessments or other governmental impositions, of whatever kind, nature or origin, imposed on or by reason of the ownership or use of the Property; service payments in lieu of taxes and taxes and assessments of every kind and nature whatsoever levied or assessed in addition to, in lieu of or in substitution for existing or additional real or personal property taxes on the Property or the personal property described above; and the reasonable cost of contesting by appropriate proceedings the amount or validity of any taxes, assessments or charges described above.

(3) “**Electricity Costs**” means all electricity costs for the Common Areas of the Building and for electrical consumption for tenanted space at the Building.

(4) “**Tenant’s Share**” means the Rentable Area of the Premises divided by the total Rentable Area of the Building, as set forth in the Basic Lease Information. If the Rentable Area of the Building is changed or the Rentable Area of the Premises is changed by Tenant’s leasing of additional space hereunder or for any other reason, Tenant’s Share shall be adjusted accordingly.

(5) “**Base Year**” means: for Operating Costs, 2019; for Taxes, 2019; and for Electricity Costs, 2019, as each are grossed to an average occupancy of ninety-five percent (95%) during the entire calendar year.

(b) Additional Rent.

(1) Tenant shall pay Landlord as “**Additional Rent**” for each calendar year or portion thereof during the Term Tenant’s Share of the sum of (x) Operating Costs for such period in excess of Operating Costs for the Base Year, and (y) Taxes for such period in excess of Taxes for the Base Year, and (z) Electricity Costs for such period in excess of Electricity Costs for the Base Year.

(2) Prior to the beginning of each calendar year, Landlord shall notify Tenant of Landlord’s estimate of Operating Costs, Taxes and Electricity Costs, and Tenant’s Additional Rent for the following calendar year. Commencing on the first day of January of each calendar year and continuing on the first day of every month thereafter in such year, Tenant shall pay to Landlord one-twelfth (1/12th) of the estimated Additional Rent. If Landlord thereafter estimates that Operating Costs, Taxes or Electricity Costs for such year will vary from Landlord’s prior estimate, Landlord may, by notice to Tenant, revise the estimate for such year (and Additional Rent shall thereafter be payable based on the revised estimate); provided, however, Landlord shall only be permitted to re-estimate Operating Costs, Taxes, and Electricity Costs one time each calendar year.

(3) As soon as reasonably practicable after the end of the Base Year and each calendar year thereafter, Landlord shall furnish Tenant a statement with respect to such year, showing Operating Costs, Taxes and Electricity Costs, and Additional Rent for the year, and the total payments made by Tenant with respect thereto. Unless Tenant raises any objections to Landlord’s statement within ninety (90) days after receipt of the same, such statement shall conclusively be deemed correct and Tenant shall have no right thereafter to dispute such statement or any item therein or the computation of Additional Rent based thereon. If Tenant does object to such statement, then Landlord shall provide Tenant with reasonable verification of the figures shown on the statement and the parties shall negotiate in good faith to resolve any disputes. Any objection of Tenant to Landlord’s statement and resolution of any dispute shall postpone the time for payment of any amounts due Tenant or Landlord based on Landlord’s statement by thirty (30) days or until the dispute is resolved, whichever is earlier, but any failure of Landlord to deliver Landlord’s statement in a timely manner shall not relieve Tenant of Tenant’s obligation to pay any amounts due Landlord based on Landlord’s statement.

(4) If Tenant’s Additional Rent as finally determined for any calendar year exceeds the total payments made by Tenant on account thereof, Tenant shall pay Landlord the deficiency within ten (10) days of Tenant’s receipt of Landlord’s statement. If the total payments made by Tenant on account thereof exceed Tenant’s Additional Rent as finally determined for such year, Tenant’s excess payment shall be credited toward the rent next due from Tenant under this Lease. For any partial calendar year at the beginning or end of the Term, Additional Rent shall be prorated on the basis of a 365-day year by computing Tenant’s Share of Operating Costs, Taxes and Electricity Costs for the entire year and then prorating such amount for the number of days during such year included in the Term. Notwithstanding the termination of this Lease, Landlord shall pay

to Tenant or Tenant shall pay to Landlord, as the case may be, within ten (10) days after Tenant's receipt of Landlord's final statement for the calendar year in which this Lease terminates, the difference between Tenant's Additional Rent for that year, as finally determined by Landlord, and the total amount previously paid by Tenant on account thereof.

3.3 Payment of Rent. All amounts payable or reimbursable by Tenant under this Lease, including late charges and interest (collectively, "**Rent**"), shall constitute rent and shall be payable and recoverable as rent in the manner provided in this Lease. All sums payable to Landlord on demand under the terms of this Lease shall be payable within ten (10) days after notice from Landlord of the amounts due. All rent shall be paid without offset, recoupment or deduction in lawful money of the United States of America to Landlord at Landlord's Address for Payment of Rent as set forth in the Basic Lease Information, or to such other person or at such other place as Landlord may from time to time designate.

4. **SECURITY DEPOSIT.** On execution of this Lease, Tenant shall deposit with Landlord the amount specified in the Basic Lease Information as the Security Deposit, if any (the "**Security Deposit**"), as security for the performance of Tenant's obligations under this Lease. Landlord may (but shall have no obligation to) use the Security Deposit or any portion thereof to cure any Event of Default of Tenant under this Lease or to compensate Landlord for any damage Landlord incurs as a result of Tenant's failure to perform any of Tenant's obligations hereunder. In such event Tenant shall pay to Landlord on demand an amount sufficient to replenish the Security Deposit. If Tenant is not in default at the expiration or termination of this Lease, Landlord shall return to Tenant the Security Deposit or the balance thereof then held by Landlord and not applied as provided above. Landlord may commingle the Security Deposit with Landlord's general and other funds. Landlord shall not be required to pay interest on the Security Deposit to Tenant.

5. **USE AND COMPLIANCE WITH LAWS.**

5.1 Use. The Premises shall be used and occupied for general business office purposes and for no other use or purpose. Tenant shall comply with all present and future Laws relating to Tenant's use or occupancy of the Premises (and make any repairs, alterations or improvements as required to comply with all such Laws), and shall observe the "Building Rules" (as defined in Section 27 - *Rules and Regulations*). Tenant shall not do, bring, keep or sell anything in or about the Premises that is prohibited by, or that will cause a cancellation of or an increase in the existing premium for, any insurance policy covering the Property or any part thereof. Tenant shall not permit the Premises to be occupied or used in any manner that will constitute waste or a nuisance, or disturb the quiet enjoyment of or otherwise annoy other tenants in the Building. Tenant shall not, without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed, (i) bring into the Building or the Premises anything that may cause substantial noise, odor or vibration, overload the floors in the Premises or the Building or any of the heating, ventilating and air-conditioning ("**HVAC**"), mechanical, elevator, plumbing, electrical, fire protection, life safety, security or other systems in the Building ("**Building Systems**"), or jeopardize the structural integrity of the Building or any part thereof; (ii) connect to the utility systems of the Building any apparatus, machinery or other equipment other than typical office equipment; or (iii) connect to any electrical circuit in the Premises any equipment or other load with aggregate electrical power requirements in excess of 80% of the rated capacity of the circuit.

5.2 Hazardous Materials.

(a) Definitions.

(1) “**Hazardous Materials**” shall mean any substance: (A) that now or in the future is regulated or governed by, requires investigation or remediation under, or is defined as a hazardous waste, hazardous substance, pollutant or contaminant under any governmental statute, code, ordinance, regulation, rule or order, and any amendment thereto, including the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §9601 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., or (B) that is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, dangerous or otherwise hazardous, including gasoline, diesel fuel, petroleum hydrocarbons, polychlorinated biphenyls (PCBs), asbestos, radon and urea formaldehyde foam insulation.

(2) “**Environmental Requirements**” shall mean all present and future Laws, orders, permits, licenses, approvals, authorizations and other requirements of any kind applicable to Hazardous Materials.

(3) “**Handled by Tenant**” and “**Handling by Tenant**” shall mean and refer to any installation, handling, generation, storage, use, disposal, discharge, release, abatement, removal, transportation, or any other activity of any type by Tenant or its agents, employees, contractors, licensees, assignees, sublessees, transferees or representatives (collectively, “**Representatives**”) or its guests, customers, invitees, or visitors (collectively, “**Visitors**”), at or about the Premises in connection with or involving Hazardous Materials.

(4) “**Environmental Losses**” shall mean all costs and expenses of any kind, damages, including foreseeable and unforeseeable consequential damages, fines and penalties incurred in connection with any violation of and compliance with Environmental Requirements and all losses of any kind attributable to the diminution of value, loss of use or adverse effects on marketability or use of any portion of the Premises or Property.

(b) Tenant’s Covenants. No Hazardous Materials shall be Handled by Tenant at or about the Premises or Property without Landlord’s prior written consent, which consent may be granted, denied, or conditioned upon compliance with Landlord’s requirements, all in Landlord’s absolute discretion. Notwithstanding the foregoing, normal quantities and use of those Hazardous Materials customarily used in the conduct of general office activities, such as copier fluids and cleaning supplies (“**Permitted Hazardous Materials**”), may be used and stored at the Premises without Landlord’s prior written consent, provided that Tenant’s activities at or about the Premises and Property and the Handling by Tenant of all Hazardous Materials shall comply at all times with all Environmental Requirements. At the expiration or termination of the Lease, Tenant shall promptly remove from the Premises and Property all Hazardous Materials Handled by Tenant at the Premises or the Property. Tenant shall keep Landlord fully and promptly informed of all Handling by Tenant of Hazardous Materials other than Permitted Hazardous Materials. Tenant shall be responsible and liable for the compliance with all of the provisions of this Section by all of Tenant’s Representatives and Visitors, and all of Tenant’s obligations under this Section (including its indemnification obligations under paragraph (e) below) shall survive the expiration or termination of this Lease.

(c) Compliance. Tenant shall at Tenant's expense promptly take all actions required by any governmental agency or entity in connection with or as a result of the Handling by Tenant of Hazardous Materials at or about the Premises or Property, including inspection and testing, performing all cleanup, removal and remediation work required with respect to those Hazardous Materials, complying with all closure requirements and post-closure monitoring, and filing all required reports or plans. All of the foregoing work and all Handling by Tenant of all Hazardous Materials shall be performed in a good, safe and workmanlike manner by consultants qualified and licensed to undertake such work and in a manner that will not interfere with any other tenant's quiet enjoyment of the Property or Landlord's use, operation, leasing and sale of the Property. Tenant shall deliver to Landlord prior to delivery to any governmental agency, or promptly after receipt from any such agency, copies of all permits, manifests, closure or remedial action plans, notices, and all other documents relating to the Handling by Tenant of Hazardous Materials at or about the Premises or Property. If any lien attaches to the Premises or the Property in connection with or as a result of the Handling by Tenant of Hazardous Materials, and Tenant does not cause the same to be released, by payment, bonding or otherwise, within ten (10) days after the attachment thereof, Landlord shall have the right but not the obligation to cause the same to be released and any sums expended by Landlord (plus Landlord's administrative costs) in connection therewith shall be payable by Tenant on demand.

(d) Landlord's Rights. Landlord shall have the right, but not the obligation, to enter the Premises at any reasonable time upon prior notice to Tenant of at least one (1) Business Days (and without notice in emergencies) (i) to confirm Tenant's compliance with the provisions of this Section 5.2, and (ii) to perform Tenant's obligations under this Section if Tenant has failed to do so after reasonable notice to Tenant. Landlord shall also have the right to engage qualified Hazardous Materials consultants to inspect the Premises and review the Handling by Tenant of Hazardous Materials, including review of all permits, reports, plans, and other documents regarding same; provided, however, Landlord shall only be permitted to engage such consultants if there is a dispute between the parties whether (or a reasonable suspicion by Landlord that) Tenant is Handling Hazardous Materials within the Premises without Landlord's prior consent or in violation of Environmental Requirements. Tenant shall pay to Landlord on demand the costs of Landlord's consultants' fees and all reasonable costs incurred by Landlord in performing Tenant's obligations under this Section (if such consultants and Landlord's actions were permitted pursuant to the preceding sentences of this Section). Landlord shall use reasonable efforts to minimize any interference with Tenant's business caused by Landlord's entry into the Premises, but Landlord shall not be responsible for any interference caused thereby.

(e) Tenant's Indemnification. Tenant agrees to indemnify, defend, protect and hold harmless Landlord and its partners or members and its or their partners, members, directors, officers, shareholders, employees and agents (collectively, "**Landlord's Representatives**") from all Environmental Losses and all other claims, actions, losses, damages, liabilities, costs and expenses of every kind, including reasonable attorneys', experts' and consultants' fees and costs, incurred at any time and arising from or in connection with the Handling by Tenant of Hazardous Materials at or about the Property or Tenant's failure to comply in full with all Environmental Requirements with respect to the Premises, except for such Environmental Losses, other claims, actions, losses, damages, liabilities, costs or expenses of any kind incurred or arising from or in connection with the gross negligence or willful misconduct Landlord, Landlord's Representatives, or Landlord's

Visitors, or the gross negligence or willful misconduct of other tenants' Representatives or Visitors. The obligations of the Tenant under this subsection (e) shall survive the expiration or termination of this Lease.

5.3 Americans With Disabilities Act. The parties agree that the liabilities and obligations of Landlord and Tenant under that certain federal statute commonly known as the Americans With Disabilities Act as well as the regulations and accessibility guidelines promulgated thereunder as each of the foregoing is supplemented or amended from time to time (collectively, the "ADA") shall be apportioned as follows:

(a) If any of the Common Areas of the Project, including, but not limited to, exterior and interior routes of ingress and egress, off-street parking and all rules and regulations applicable to the Premises, the Building or the Project, fails to comply with the ADA, such nonconformity shall be promptly made to comply by Landlord. Landlord shall also cause its manager of the Building and the Project (the "**Manager**") to comply with the ADA in its operation of the Building and the Project. Landlord represents and warrants that, to the best knowledge of its officers and the officers of its sole Member, the Project (including the Premises) is in compliance with the ADA, and such representation and warranty shall be remade to Tenant on the Commencement Date.

(b) From and after the Commencement Date, Tenant covenants and agrees to conduct its operations within the Premises in compliance with the ADA. If any of the Premises fails to comply with the ADA, due to any action or inaction of the Tenant or its Representatives, such nonconformity shall be promptly made to comply with the ADA by Tenant at its sole cost and expense. In the event that Tenant elects to undertake any alterations to, for or within the Premises, including initial build-out work, Tenant agrees to cause such alterations to be performed in compliance with the ADA.

## 6. TENANT IMPROVEMENTS & ALTERATIONS.

6.1 Landlord and Tenant shall perform their respective obligations with respect to design and construction of any improvements to be constructed and installed in the Premises as provided in the Construction Rider (the "**Tenant Improvements**"). Except for any Tenant Improvements to be constructed by Tenant as provided in the Construction Rider, if any, Tenant shall not make any alterations, improvements or changes to the Premises, including installation of any security system or telephone or data communication wiring ("**Alterations**"), without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any such Alterations shall be completed by Tenant at Tenant's sole cost and expense: (i) with due diligence, in a good and workmanlike manner, using new or like-new materials; (ii) in compliance with plans and specifications approved by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed; (iii) in compliance with the reasonable construction rules and regulations promulgated by Landlord from time to time; (iv) in accordance with all applicable Laws (including all work, whether structural or non-structural, inside or outside the Premises, required to comply fully with all applicable Laws and necessitated by Tenant's work); and (v) subject to all conditions which Landlord may in Landlord's reasonable discretion impose. Such conditions may include requirements for Tenant to: (i) provide payment or performance bonds or additional insurance (from Tenant or Tenant's contractors, subcontractors or design professionals); (ii) use contractors or subcontractors designated by Landlord; and (iii) remove all or part of the Alterations prior to or upon

expiration or termination of the Term, as designated by Landlord. If any work outside the Premises, or any work on or adjustment to any of the Building Systems, is required in connection with or as a result of Tenant's work, such work shall be performed at Tenant's expense by contractors designated by Landlord. Landlord's right to review and approve (or withhold approval of) Tenant's plans, drawings, specifications, contractor(s) and other aspects of construction work proposed by Tenant is intended solely to protect Landlord, the Property and Landlord's interests. No approval or consent by Landlord shall be deemed or construed to be a representation or warranty by Landlord as to the adequacy, sufficiency, fitness or suitability thereof or compliance thereof with applicable Laws or other requirements. Except as otherwise provided in Landlord's consent, all Alterations shall upon installation become part of the realty and be the property of Landlord.

6.2 Before making any Alterations, Tenant shall submit to Landlord for Landlord's prior approval reasonably detailed final plans and specifications prepared by a licensed architect or engineer, a copy of the construction contract, including the name of the contractor and all subcontractors proposed by Tenant to make the Alterations and a copy of the contractor's license. Tenant shall reimburse Landlord upon demand for any out-of-pocket expenses incurred by Landlord in connection with any Alterations made by Tenant, including reasonable fees charged by Landlord's contractors or consultants to review plans and specifications prepared by Tenant and to update the existing as-built plans and specifications of the Building to reflect the Alterations, which amount shall not exceed Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per Alteration or set of Alterations submitted for review (i.e. the cap applies despite any necessary re-submittals requested of Tenant by Landlord). Tenant shall obtain all applicable permits, authorizations and governmental approvals and deliver copies of the same to Landlord before commencement of any Alterations.

6.3 Tenant shall keep the Premises and the Property free and clear of all liens arising out of any work performed, materials furnished, or obligations incurred by Tenant. If any such lien attaches to the Premises or the Property, and Tenant does not cause the same to be released by payment, bonding or otherwise within twenty (20) days after the attachment thereof, Landlord shall have the right but not the obligation to cause the same to be released by payment of the lien or otherwise, and any sums expended by Landlord (plus Landlord's administrative costs) in connection therewith shall be payable by Tenant on demand with interest thereon from the date of expenditure by Landlord at the Interest Rate (as defined in Section 16.2 - *Interest*). Tenant shall give Landlord at least ten (10) days' notice prior to the commencement of any Alterations and cooperate with Landlord in posting and maintaining notices of non-responsibility in connection therewith.

6.4 Subject to the provisions of Section 5 - *Use and Compliance with Laws* and the foregoing provisions of this Section, Tenant may install and maintain furnishings, equipment, movable partitions, business equipment and other trade fixtures ("**Trade Fixtures**") in the Premises, provided that the Trade Fixtures do not become an integral part of the Premises or the Building. Tenant shall promptly repair any damage to the Premises, or the Building caused by any installation or removal of such Trade Fixtures.

6.5 All contractors and subcontractors performing work at the Premises for the initial tenant improvements and for all subsequent tenant improvements must be duly licensed by the State of Indiana, if such licensing is required by the State of Indiana.

7. MAINTENANCE AND REPAIRS.

7.1 By taking possession of the Premises Tenant agrees that the Premises are then in a good and tenantable condition (subject to any reasonable punch-list items, as provided in the Construction Rider). During the Term, Tenant shall repair and maintain the Premises, including the interior walls, floor coverings, ceiling (ceiling tiles and grid), Tenant Improvements, Alterations, fire extinguishers, outlets and fixtures, and any appliances (including dishwashers, hot water heaters and garbage disposers) in the Premises, in a first class condition, and keep the Premises in a clean, safe and orderly condition.

7.2 Landlord shall maintain or cause to be maintained in reasonably good order, condition and repair, the structural portions of the roof, foundations, floors and exterior walls of the Building, the Building Systems, and the public and Common Areas of the Property, such as elevators, stairs, corridors and restrooms; provided, however, that Tenant shall pay the cost of repairs for any damage occasioned by Tenant's use of the Premises or the Property or any act or omission of Tenant or Tenant's Representatives or Visitors, to the extent (if any) not covered by Landlord's property insurance. Landlord shall be under no obligation to inspect the Premises. Tenant shall promptly report in writing to Landlord any defective condition known to Tenant which Landlord is required to repair.

7.3 Landlord hereby reserves the right, at any time and from time to time, without liability to Tenant, and without constituting an eviction, constructive or otherwise, or entitling Tenant to any abatement of rent or to terminate this Lease or otherwise releasing Tenant from any of Tenant's obligations under this Lease:

(a) To make alterations, additions, repairs, improvements to or in or to decrease the size of area of, all or any part of the Building, the fixtures and equipment therein, and the Building Systems, provided that as the result thereof the obligations of Tenant under this Lease shall not materially increase;

(b) To change the Building's name or street address;

(c) To install and maintain any and all signs on the exterior and interior of the Building;

(d) To reduce, increase, enclose or otherwise change at any time and from time to time the size, number, location, lay-out and nature of the common areas (including the Parking Facility) and other tenancies and premises in the Property and to create additional rentable areas through use or enclosure of common areas, provided, however, Landlord shall at all times provide a minimum of 3.4 parking spaces for every 1,000 of rentable square feet in the Premises through the Term; and

(e) If any governmental authority promulgates or revises any Law or imposes mandatory or voluntary controls or guidelines on Landlord or the Property relating to the use or conservation of energy or utilities or the reduction of automobile or other emissions or reduction or management of traffic or parking on the Property (collectively "**Controls**"), to comply with such Controls, whether mandatory or voluntary, or make any alterations to the Property related thereto.

8. TAXES. Tenant shall pay all rental, excise, sales or transaction privilege taxes arising out of this Lease (excluding, however, state and federal personal or corporate income taxes measured by the income of Landlord from all sources) imposed by any taxing authority upon Landlord or upon Landlord's receipt of any rent payable by Tenant pursuant to the terms of this Lease ("**Rental Tax**"). Tenant shall pay any Rental Tax to Landlord in addition to and at the same time as Base Rent is payable under this Lease.

9. UTILITIES AND SERVICES.

9.1 Description of Services. Landlord shall furnish to the Premises: reasonable amounts of heat, ventilation and air-conditioning during the Business Hours specified in the Basic Lease Information ("**Business Hours**") on weekdays except public holidays ("**Business Days**"); reasonable amounts of electricity; and janitorial services five days a week (except public holidays). Landlord shall also provide the Building with normal fluorescent lamp replacement, window washing, elevator service, and common area toilet room supplies. Any additional utilities or services that Landlord may agree to provide (including lamp or tube replacement for other than Building Standard lighting fixtures) shall be at Tenant's sole expense.

9.2 Payment for Additional Utilities and Services.

(a) Upon request by Tenant in accordance with the procedures established by Landlord from time to time for furnishing HVAC service at times other than Business Hours on Business Days, Landlord shall furnish such service to Tenant and Tenant shall pay for such services on an hourly basis at the then prevailing rate reasonably established for the Building by Landlord.

(b) If the temperature otherwise maintained in any portion of the Premises by the HVAC systems of the Building is materially affected as a result of (i) any lights, machines or equipment used by Tenant in the Premises, or (ii) the occupancy of the Premises by more than one person per 170 square feet of rentable area, then Landlord shall have the right to install any machinery or equipment reasonably necessary to restore the temperature, including modifications to the standard air-conditioning equipment. The cost of any such equipment and modifications, including the cost of installation and any additional cost of operation and maintenance of the same, shall be paid by Tenant to Landlord upon demand.

(c) If Tenant's usage of electricity, water or any other utility service exceeds the use of such utility Landlord reasonably determines to be typical, normal and customary for the Building, Landlord may determine the amount of such excess use by any reasonable means (including the installation at Landlord's request but at Tenant's reasonable expense of a separate meter or other measuring device) and charge Tenant for the cost of such excess usage. In addition, Landlord may impose a reasonable charge for the use of any additional or unusual janitorial services required by Tenant because of any unusual Tenant Improvements or Alterations, the carelessness of Tenant or the nature of Tenant's business (including hours of operation).

Notwithstanding anything in this Section 9.2 to the contrary, Landlord shall not be obligated to provide Tenant additional electricity, water, HVAC or any other utility service if the

same would exceed existing capacity in the Building or is otherwise not practicable in Landlord's sole opinion.

9.3 Interruption of Services. In the event of an interruption in or failure or inability to provide any services or utilities to the Premises or Building for any reason (a "**Service Failure**"), such Service Failure shall not, regardless of its duration, impose upon Landlord any liability whatsoever, constitute an eviction of Tenant, constructive or otherwise, entitle Tenant to an abatement of rent or to terminate this Lease or otherwise release Tenant from any of Tenant's obligations under this Lease.

## 10. EXCULPATION AND INDEMNIFICATION.

10.1 Landlord's Indemnification of Tenant. Subject to Section 11.3 and Section 28, Landlord shall indemnify, protect, defend and hold Tenant harmless from and against any claims, actions, liabilities, damages, costs or expenses, including reasonable attorneys' fees and costs incurred in defending against the same ("**Claims**") asserted by any third party against Tenant for loss, injury or damage, to the extent such loss, injury or damage is caused by (a) any construction or other work undertaken by Landlord on the Property or the Premises, including, but not limited to the Tenant Improvements (including any design defects), or (b) the willful misconduct or grossly negligent acts or omissions of Landlord or its Representatives.

10.2 Tenant's Indemnification of Landlord. Tenant shall indemnify, protect, defend and hold Landlord and Landlord's Representatives harmless from and against Claims arising from (a) the acts or omissions of Tenant or Tenant's Representatives or Visitors in or about the Property, or (b) any construction or other work undertaken by Tenant on the Premises (including any design defects), or (c) any breach or default under this Lease by Tenant, or (d) any loss, injury or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the Premises during the Term, excepting only Claims described in this clause (d) to the extent they are caused by the willful misconduct or grossly negligent acts or omissions of Landlord or its Representatives or Visitors.

10.3 Damage to Tenant and Tenant's Property. Landlord shall not be liable to Tenant for any loss, injury or other damage to Tenant or to Tenant's property in or about the Premises or the Property from any cause (including defects in the Property or in any equipment in the Property; fire, explosion or other casualty; bursting, rupture, leakage or overflow of any plumbing or other pipes or lines, sprinklers, tanks, drains, drinking fountains or washstands in, above, or about the Premises or the Property; or acts of other tenants in the Property) unless caused by Landlord's negligence or willful misconduct. Notwithstanding any other provision of this Lease to the contrary, in no event shall Landlord be liable to Tenant for any punitive or consequential damages or damages for loss of business by Tenant.

10.4 Survival. The obligations of the parties under this Section 10 shall survive the expiration or termination of this Lease.

11. INSURANCE.

11.1 Tenant's Insurance.

(a) Liability Insurance. Tenant shall maintain in full force throughout the Term, commercial general liability insurance providing coverage on an occurrence form basis with limits of not less than Two Million Dollars (\$2,000,000.00) each occurrence for bodily injury and property damage combined, Two Million Dollars (\$2,000,000.00) annual general aggregate, and Two Million Dollars (\$2,000,000.00) products and completed operations annual aggregate. Tenant's liability insurance policy or policies shall: (i) include premises and operations liability coverage, products and completed operations liability coverage, broad form property damage coverage including completed operations, blanket contractual liability coverage including, to the maximum extent possible, coverage for the indemnification obligations of Tenant under this Lease, and personal and advertising injury coverage; (ii) provide that the insurance company has the duty to defend all insureds under the policy; (iii) provide that defense costs are paid in addition to and do not deplete any of the policy limits; (iv) cover liabilities arising out of or incurred in connection with Tenant's use or occupancy of the Premises or the Property; (v) extend coverage to cover liability for the actions of Tenant's Representatives and Visitors; and (vi) designate separate limits for the Property. Each policy of liability insurance required by this Section shall: (i) contain a cross liability endorsement or separation of insureds clause; (ii) provide that any waiver of subrogation rights or release prior to a loss does not void coverage; (iii) provide that it is primary to and not contributing with, any policy of insurance carried by Landlord covering the same loss; (iv) provide that any failure to comply with the reporting provisions shall not affect coverage provided to Landlord, its partners, property managers and Mortgagees; and (v) name Landlord, its partners, the Property Manager identified in the Basic Lease Information (the "**Property Manager**"), and such other parties in interest as Landlord may from time to time reasonably designate to Tenant in writing, as additional insureds. Such additional insureds shall be provided at least the same extent of coverage as is provided to Tenant under such policies.

(b) Property Insurance. Tenant shall at all times maintain in effect with respect to any Alterations and Tenant's Trade Fixtures and personal property, commercial property insurance providing coverage, on an "all risk" or "special form" basis, in an amount equal to at least 90% of the full replacement cost of the covered property. Tenant may carry such insurance under a blanket policy, provided that such policy provides coverage equivalent to a separate policy. During the Term, the proceeds from any such policies of insurance shall be used for the repair or replacement of the Alterations, Trade Fixtures and personal property so insured. Landlord shall be provided coverage under such insurance to the extent of its insurable interest and, if requested by Landlord, both Landlord and Tenant shall sign all documents reasonably necessary or proper in connection with the settlement of any claim or loss under such insurance. Landlord will have no obligation to carry insurance on any Alterations or on Tenant's Trade Fixtures or personal property.

(c) Requirements for All Policies. Each policy of insurance required under this Section 11.1 shall: (i) be in a form, and written by an insurer, reasonably acceptable to Landlord, (ii) be maintained at Tenant's sole cost and expense, and (iii) require at least thirty (30) days' written notice to Landlord prior to any cancellation, nonrenewal or modification of insurance coverage. Insurance companies issuing such policies shall have rating classifications of "A" or better and financial size category ratings of "VII" or better according to the latest edition of the A.M. Best Key

Rating Guide. All insurance companies issuing such policies shall be admitted carriers licensed to do business in the state where the Property is located. Any deductible amount under such insurance shall not exceed Twenty Thousand and 00/100 Dollars (\$20,000.00). Tenant shall provide to Landlord, upon request, evidence that the insurance required to be carried by Tenant pursuant to this Section, including any endorsement effecting the additional insured status, is in full force and effect and that premiums therefor have been paid.

(d) Updating Coverage. Tenant shall increase the amounts of insurance as reasonably required by any Mortgagee, and, not more frequently than once every three (3) years, as recommended by Landlord's insurance broker, if, in the opinion of either of them, the amount of insurance then required under this Lease is not adequate. Any limits set forth in this Lease on the amount or type of coverage required by Tenant's insurance shall not limit the liability of Tenant under this Lease.

(e) Certificates of Insurance. Prior to occupancy of the Premises by Tenant, and not less than thirty (30) days prior to expiration of any policy thereafter, Tenant shall furnish to Landlord a certificate of insurance reflecting that the insurance required by this Section is in force, accompanied by an endorsement showing the required additional insureds satisfactory to Landlord in substance and form. Notwithstanding the requirements of this paragraph, Tenant shall at Landlord's request provide to Landlord a certified copy of each insurance policy required to be in force at any time pursuant to the requirements of this Lease or its Exhibits.

11.2 Landlord's Insurance. During the Term, to the extent such coverages are available at a commercially reasonable cost, Landlord shall maintain in effect insurance on the Building with responsible insurers, on an "all risk" or "special form" basis, insuring the Building and the Tenant Improvements in an amount equal to at least ninety percent (90%) of the replacement cost thereof, excluding land, foundations, footings and underground installations. Landlord may, but shall not be obligated to, carry insurance against additional perils and/or in greater amounts.

11.3 Mutual Waiver of Right of Recovery & Waiver of Subrogation. Landlord and Tenant each hereby waive any right of recovery against each other and the partners, managers, members, shareholders, officers, directors and authorized representatives of each other for any loss or damage that is covered by any policy of property insurance maintained by either party (or required by this Lease to be maintained) with respect to the Premises or the Property or any operation therein, regardless of cause, including negligence (active or passive) of the party benefiting from the waiver. If any such policy of insurance relating to this Lease or to the Premises or the Property does not permit the foregoing waiver or if the coverage under any such policy would be invalidated as a result of such waiver, the party maintaining such policy shall obtain from the insurer under such policy a waiver of all right of recovery by way of subrogation against either party in connection with any claim, loss or damage covered by such policy.

## 12. DAMAGE OR DESTRUCTION.

### 12.1 Landlord's Duty to Repair.

(a) If all or a substantial part of the Premises are rendered untenable or inaccessible by damage to all or any part of the Property from fire or other casualty then, unless

either party is entitled to and elects to terminate this Lease pursuant to Sections 12.2 - *Landlord's Right to Terminate* and 12.3 - *Tenant's Right to Terminate*, Landlord shall, at its expense, use reasonable efforts to repair and restore the Premises and/or the Property, as the case may be, to substantially their former condition to the extent permitted by then applicable Laws; provided, however, that in no event shall Landlord have any obligation for repair or restoration beyond the extent of insurance proceeds received by Landlord for such repair or restoration, or for any of Tenant's personal property, Trade Fixtures or Alterations.

(b) If Landlord is required or elects to repair damage to the Premises and/or the Property, this Lease shall continue in effect, but Tenant's Base Rent and Additional Rent shall be abated with regard to any portion of the Premises that Tenant is prevented from using by reason of such damage or its repair from the date of the casualty until substantial completion of Landlord's repair of the affected portion of the Premises as required under this Lease. In no event shall Landlord be liable to Tenant by reason of any injury to or interference with Tenant's business or property arising from fire or other casualty or by reason of any repairs to any part of the Property necessitated by such casualty.

12.2 Landlord's Right to Terminate. Landlord may elect to terminate this Lease following damage by fire or other casualty under the following circumstances:

(a) If, in the reasonable judgment of Landlord, the Premises and the Property cannot be substantially repaired and restored under applicable Laws within ninety (90) days from the date of the casualty;

(b) If, in the reasonable judgment of Landlord, adequate proceeds are not, for any reason, made available to Landlord from Landlord's insurance policies (and/or from additional Landlord's funds made available for such purpose, at Landlord's sole option) to make the required repairs;

(c) If the Building is damaged or destroyed to the extent that, in the reasonable judgment of Landlord, the cost to repair and restore the Building would exceed twenty-five percent (25%) of the full replacement cost of the Building, whether or not the Premises are at all damaged or destroyed; or

(d) If the fire or other casualty occurs during the last eighteen (18) months of the Term.

If any of the circumstances described in subparagraphs (a), (b), (c) or (d) of this Section 12.2 occur or arise, Landlord shall give Tenant notice within sixty (60) days after the date of the casualty, specifying whether Landlord elects to terminate this Lease as provided above and, if not, Landlord's estimate of the time required to complete Landlord's repair obligations under this Lease.

12.3 Tenant's Right to Terminate. If all or a substantial part of the Premises are rendered untenable or inaccessible by damage to all or any part of the Property from fire or other casualty, and Landlord does not elect to terminate as provided above, then Tenant may elect to terminate this Lease (i) if Landlord's estimate of the time required to complete Landlord's repair obligations under this Lease is greater than one (1) year, or (ii) if the fire or other casualty occurs during the last year

of the Term, in which event Tenant may elect to terminate this Lease by giving Landlord notice of such election to terminate within thirty (30) days after Landlord's notice to Tenant pursuant to Section 12.2 - *Landlord's Right to Terminate*.

### 13. CONDEMNATION.

#### 13.1 Definitions.

(a) "**Award**" shall mean all compensation, sums, or anything of value awarded, paid or received on a total or partial Condemnation.

(b) "**Condemnation**" shall mean (i) a permanent taking (or a temporary taking for a period extending beyond the end of the Term) pursuant to the exercise of the power of condemnation or eminent domain by any public or quasi-public authority, private corporation or individual having such power ("**Condemnor**"), whether by legal proceedings or otherwise, or (ii) a voluntary sale or transfer by Landlord to any such authority, either under threat of condemnation or while legal proceedings for condemnation are pending.

(c) "**Date of Condemnation**" shall mean the earlier of the date that title to the property taken is vested in the Condemnor or the date the Condemnor has the right to possession of the property being condemned.

#### 13.2 Effect on Lease.

(a) If the Premises are totally taken by Condemnation, this Lease shall terminate as of the Date of Condemnation. If a portion but not all of the Premises is taken by Condemnation, this Lease shall remain in effect; provided, however, that if the portion of the Premises remaining after the Condemnation will be unsuitable for Tenant's continued use, then upon notice to Landlord within thirty (30) days after Landlord notifies Tenant of the Condemnation, Tenant may terminate this Lease effective as of the Date of Condemnation.

(b) If twenty-five percent (25%) or more of the Project or of the parcel(s) of land on which the Building is situated or of the Parking Facility or of the floor area in the Building is taken by Condemnation, or if as a result of any Condemnation the Building is no longer reasonably suitable for use as an office building, whether or not any portion of the Premises is taken, Landlord may elect to terminate this Lease, effective as of the Date of Condemnation, by notice to Tenant within thirty (30) days after the Date of Condemnation.

(c) If all or a portion of the Premises is temporarily taken by a Condemnor for a period not extending beyond the end of the Term, this Lease shall remain in full force and effect.

13.3 Restoration. If this Lease is not terminated as provided in Section 13.2 - *Effect on Lease*, Landlord, at its expense, shall diligently proceed to repair and restore the Premises to substantially its former condition (to the extent permitted by then applicable Laws) and/or repair and restore the Building to an architecturally complete office building; provided, however, that Landlord's obligations to so repair and restore shall be limited to the amount of any Award received by Landlord and not required to be paid to any Mortgagee (as defined in Section 20.2 below). In no

event shall Landlord have any obligation to repair or replace any improvements in the Premises beyond the amount of any Award received by Landlord for such repair or to repair or replace any of Tenant's personal property, Trade Fixtures, or Alterations.

13.4 Abatement and Reduction of Rent. If any portion of the Premises is taken in a Condemnation or is rendered permanently untenable by repairs necessitated by the Condemnation, and this Lease is not terminated, the Base Rent and Additional Rent payable under this Lease shall be proportionally reduced as of the Date of Condemnation based upon the percentage of rentable square feet in the Premises so taken or rendered permanently untenable. In addition, if this Lease remains in effect following a Condemnation and Landlord proceeds to repair and restore the Premises, the Base Rent and Additional Rent payable under this Lease shall be abated during the period of such repair or restoration to the extent such repairs prevent Tenant's use of the Premises.

13.5 Awards. Any Award made shall be paid to Landlord, and Tenant hereby assigns to Landlord, and waives all interest in or claim to, any such Award, including any claim for the value of the unexpired Term; provided, however, that Tenant shall be entitled to receive, or to prosecute a separate claim for, an Award for a temporary taking of the Premises or a portion thereof by a Condemnor where this Lease is not terminated (to the extent such Award relates to the unexpired Term), or an Award or portion thereof separately designated for relocation expenses or the interruption of or damage to Tenant's business or as compensation for Tenant's personal property, Trade Fixtures or Alterations.

#### 14. ASSIGNMENT AND SUBLETTING.

14.1 Landlord's Consent Required. Tenant shall not assign this Lease or any interest therein, or sublet or license or permit the use or occupancy of the Premises or any part thereof by or for the benefit of anyone other than Tenant, or in any other manner transfer all or any part of Tenant's interest under this Lease (each and all a "**Transfer**"), without the prior written consent of Landlord, which consent (subject to the other provisions of this Section 14) shall not be unreasonably withheld, conditioned, or delayed. If Tenant is a business entity, any direct or indirect transfer of fifty percent (50%) or more of the ownership interest of the entity (whether in a single transaction or in the aggregate through more than one transaction) shall be deemed a Transfer. Notwithstanding any provision in this Lease to the contrary, Tenant shall not mortgage, pledge, hypothecate or otherwise encumber this Lease or all or any part of Tenant's interest under this Lease. Tenant shall pay Landlord the sum of Five Hundred and 00/100 Dollars (\$500.00) for its attorneys' fees in connection with the review of any proposed sublease by Tenant.

#### 14.2 Reasonable Consent.

(a) Prior to any proposed Transfer which requires Landlord's prior written consent, Tenant shall submit in writing to Landlord (i) the name and legal composition of the proposed assignee, subtenant, user or other transferee (each a "**Proposed Transferee**"); (ii) the nature of the business proposed to be carried on in the Premises; (iii) a current balance sheet, income statements for the last two years and such other reasonable financial and other information concerning the Proposed Transferee as Landlord may request; and (iv) a copy of the proposed assignment, sublease or other agreement governing the proposed Transfer. Within fifteen (15)

Business Days after Landlord receives all such information it shall notify Tenant whether it approves or disapproves such Transfer or if it elects to proceed under Section 14.7 - *Landlord's Right to Space*.

(b) Tenant acknowledges and agrees that, among other circumstances for which Landlord could reasonably withhold consent to a proposed Transfer, it shall be reasonable for Landlord to withhold consent where (i) the Proposed Transferee does not intend itself to occupy the entire portion of the Premises assigned or sublet, (ii) Landlord reasonably disapproves of the Proposed Transferee's business operating ability or history, reputation or creditworthiness or the character of the business to be conducted by the Proposed Transferee at the Premises, (iii) the Proposed Transferee is a governmental agency or unit or an existing tenant in the Project, (iv) the proposed Transfer would violate any "exclusive" rights of any tenants in the Project, (v) Landlord or Landlord's agent has shown space in the Building to the Proposed Transferee or responded to any inquiries from the Proposed Transferee or the Proposed Transferee's agent concerning availability of space in the Building, at any time within the preceding nine months, or (vi) Landlord otherwise determines that the proposed Transfer would have the effect of decreasing the value of the Building or increasing the expenses associated with operating, maintaining and repairing the Property. In no event may Tenant publicly offer or advertise all or any portion of the Premises for assignment or sublease at a rental less than that then sought by Landlord for a direct lease (non-sublease) of comparable space in the Project.

14.3 Excess Consideration. If Landlord consents to the Transfer, Tenant shall pay to Landlord as additional rent, within ten (10) days after receipt by Tenant, one-half (1/2) of any consideration paid by any transferee (the "**Transferee**") for the Transfer, including, in the case of a sublease, the excess of the rent and other consideration payable by the subtenant over the amount of Base Rent and Additional Rent payable hereunder applicable to the subleased space.

14.4 No Release of Tenant. No consent by Landlord to any Transfer shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether occurring before or after such consent, assignment, subletting or other Transfer unless Landlord separately agrees to such relief. Each Transferee shall be jointly and severally liable with Tenant (and Tenant shall be jointly and severally liable with each Transferee) for the payment of rent (or, in the case of a sublease, rent in the amount set forth in the sublease) and for the performance of all other terms and provisions of this Lease. The consent by Landlord to any Transfer shall not relieve Tenant or any such Transferee from the obligation to obtain Landlord's express prior written consent to any subsequent Transfer by Tenant or any Transferee. The acceptance of rent by Landlord from any other person (whether or not such person is an occupant of the Premises) shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer.

14.5 Effectiveness of Transfer. Prior to the date on which any permitted Transfer (whether or not requiring Landlord's consent) becomes effective, Tenant shall deliver to Landlord a counterpart of the fully executed Transfer document and Landlord's standard form of Consent to Assignment or Consent to Sublease executed by Tenant and the Transferee in which each of Tenant and the Transferee confirms its obligations pursuant to this Lease. Failure or refusal of a Transferee to execute any such instrument shall not release or discharge the Transferee from liability as provided herein. The voluntary, involuntary or other surrender of this Lease by Tenant, or a mutual cancellation by Landlord and Tenant, shall not work a merger, and any such surrender or cancellation

shall, at the option of Landlord, either terminate all or any existing subleases or operate as an assignment to Landlord of any or all of such subleases.

14.6 Landlord's Right to Space. Notwithstanding any of the above provisions of this Section to the contrary, if Tenant notifies Landlord that it desires to enter into a Transfer, Landlord, in lieu of consenting to such Transfer, may elect (x) in the case of an assignment or a sublease of the entire Premises, to terminate this Lease, or (y) in the case of a sublease of less than the entire Premises, to terminate this Lease as it relates to the space proposed to be subleased by Tenant. In such event, this Lease will terminate (or the space proposed to be subleased will be removed from the Premises subject to this Lease and the Base Rent and Tenant's Share under this Lease shall be proportionately reduced) on the earlier of sixty (60) days after the date of Landlord's notice to Tenant making the election set forth in this Section 14.6 or the date the Transfer was proposed to be effective, and Landlord may lease such space to any party, including the prospective Transferee identified by Tenant.

14.7 Assignment of Sublease Rents. Tenant hereby absolutely and irrevocably assigns to Landlord any and all rights to receive rent and other consideration from any sublease and agrees that Landlord, as assignee or as attorney-in-fact for Tenant for purposes hereof, or a receiver for Tenant appointed on Landlord's application may (but shall not be obligated to) collect such rents and other consideration and apply the same toward Tenant's obligations to Landlord under this Lease; provided, however, that Landlord grants to Tenant at all times prior to occurrence of any breach or default by Tenant a revocable license to collect such rents (which license shall automatically and without notice be and be deemed to have been revoked and terminated immediately upon any Event of Default by Tenant).

## 15. DEFAULT AND REMEDIES.

15.1 Events of Default by Tenant. The occurrence of any of the following shall constitute an "**Event of Default**" by Tenant:

(a) Tenant fails to make any payment of rent when due, or any amount required to replenish the security deposit as provided in Section 4 above, if payment in full is not received by Landlord within five (5) Business Days after written notice that it is due.

(b) Tenant abandons the Premises.

(c) Tenant fails timely to deliver any subordination document, estoppel certificate or financial statement requested by Landlord within the applicable time period specified in Sections 20 - *Encumbrances* - and 21 - *Estoppel Certificates and Financial Statements* - below.

(d) Tenant violates the restrictions on Transfer set forth in Section 14 - *Assignment and Subletting*.

(e) Tenant ceases doing business as a going concern; makes an assignment for the benefit of creditors; is adjudicated as insolvent, files a petition (or files an answer admitting the material allegations of a petition) seeking relief under any state or federal bankruptcy or other statute, law or regulation affecting creditors' rights; all or substantially all of Tenant's assets are subject to

judicial seizure or attachment and are not released within 30 days, or Tenant consents to or acquiesces in the appointment of a trustee, receiver or liquidator for Tenant or for all or any substantial part of Tenant's assets.

(f) Tenant fails, within ninety (90) days after the commencement of any proceedings against Tenant seeking relief under any state or federal bankruptcy or other statute, law or regulation affecting creditors' rights, to have such proceedings dismissed, or Tenant fails, within ninety (90) days after an appointment, without Tenant's consent or acquiescence, of any trustee, receiver or liquidator for Tenant or for all or any substantial part of Tenant's assets, to have such appointment vacated.

(g) Tenant fails to perform or comply with any provision of this Lease other than those described in (a) through (f) above, and does not fully cure such failure within fifteen (15) days after notice to Tenant or, if such failure cannot be cured within such fifteen (15)-day period, Tenant fails within such fifteen (15)-day period to commence, and thereafter diligently proceed with, all actions necessary to cure such failure as soon as reasonably possible but in all events within ninety (90) days of such notice.

15.2 Landlord's Remedies. Upon the occurrence of an Event of Default by Tenant, Landlord shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law:

(a) Landlord may terminate Tenant's right to possession of the Premises at any time by written notice to Tenant. Tenant expressly acknowledges that in the absence of such written notice from Landlord, no other act of Landlord, including re-entry into the Premises, efforts to re-let the Premises, re-letting of the Premises for Tenant's account, storage of Tenant's personal property and Trade Fixtures, acceptance of keys to the Premises from Tenant or exercise of any other rights and remedies under this Section, shall constitute an acceptance of Tenant's surrender of the Premises or constitute a termination of this Lease or of Tenant's right to possession of the Premises. Upon such termination in writing of Tenant's right to possession of the Premises, as herein provided, this Lease shall terminate and Landlord shall be entitled to recover damages, including, but not limited to, unamortized tenant improvement costs, unamortized broker fees and any foreseeable damages as provided in any applicable statutes and any other applicable existing or future Law providing for recovery of damages for such breach.

(b) Landlord may cure the Event of Default by Tenant at Tenant's expense. If Landlord pays any sum or incurs any expense in curing the Event of Default by Tenant, Tenant shall reimburse Landlord upon demand for the amount of such payment or expense with interest at the Interest Rate from the date the sum is paid or the expense is incurred until Landlord is reimbursed by Tenant.

(c) Landlord may remove all Tenant's property from the Premises, and such property may be stored by Landlord in a public warehouse or elsewhere at the sole cost and for the account of Tenant. If Landlord does not elect to store any or all of Tenant's property left in the Premises, Landlord may consider such property to be abandoned by Tenant, and Landlord may thereupon dispose of such property in any manner deemed appropriate by Landlord. Any proceeds realized by Landlord on the disposal of any such property shall be applied first to offset all expenses

of storage and sale, then credited against Tenant's outstanding obligations to Landlord under this Lease, and any balance remaining after satisfaction of all obligations of Tenant under this Lease shall be delivered to Tenant.

15.3 Event of Default by Landlord. Landlord's failure to perform or comply with any provision of this Lease shall constitute an "**Event of Default**" by Landlord, so long as Landlord does not fully cure such failure within thirty (30) days after notice to Landlord or, if such failure cannot be cured within such thirty (30)-day period, Landlord fails within such thirty (30)-day period to commence, and thereafter diligently proceed with, all actions necessary to cure such failure as soon as reasonably possible but in all events within ninety (90) days of such notice.

15.4 Tenant's Remedies. Upon the occurrence of an Event of Default by Landlord, Tenant shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law:

- (a) Tenant may obtain injunctive relief or specific performance.
- (b) Tenant may recover damages for any loss resulting from the Event of Default by Landlord, including interest at the Interest Rate, and reasonable attorneys' fees and costs.
- (c) Tenant may exercise any other right or remedy available to Tenant under law or at equity.

## 16. LATE CHARGE AND INTEREST.

16.1 Late Charge. If any payment of Base Rent, Additional Rent or other amount is not received by Landlord when due, Tenant shall pay to Landlord on demand a late charge equal to five percent (5%) of the amount of any such payment. A late charge shall not be imposed more than once on any particular installment not paid when due, but imposition of a late charge on any payment not made when due does not eliminate or supersede late charges imposed on other (prior) payments not made when due or preclude imposition of a late charge on other installments or payments not made when due.

16.2 Interest. In addition to the late charges referred to above, which are intended to defray Landlord's costs resulting from late payments, any payment from Tenant to Landlord not paid when due shall at Landlord's option bear interest from the date due until paid to Landlord by Tenant at the rate of eighteen percent (18%) per annum or the maximum lawful rate that Landlord may charge to Tenant under applicable laws, whichever is less (the "**Interest Rate**"). Acceptance of any late charge and/or interest shall not constitute a waiver of Tenant's default with respect to the overdue sum or prevent Landlord from exercising any of its other rights and remedies under this Lease.

17. WAIVER. No provisions of this Lease shall be deemed waived by Landlord unless such waiver is in a writing signed by Landlord. The waiver by Landlord of any breach of any provision of this Lease shall not be deemed a waiver of such provision or of any subsequent breach of the same or any other provision of this Lease. No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver. Landlord's acceptance of any payments of rent due under this Lease shall not be deemed a waiver

of any default by Tenant under this Lease (including Tenant's recurrent failure to timely pay rent) other than Tenant's nonpayment of the accepted sums, and no endorsement or statement on any check or payment or in any letter or document accompanying any check or payment shall be deemed an accord and satisfaction. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

18. ENTRY, INSPECTION AND CLOSURE. Upon prior oral or written notice to Tenant of at least one (1) Business Days (and without notice in emergencies), Landlord and its Representatives may enter the Premises at all reasonable times to: (a) determine whether the Premises are in good condition, (b) determine whether Tenant is complying with its obligations under this Lease, (c) perform any maintenance or repair of the Premises or the Building that Landlord has the right or obligation to perform, (d) install or repair improvements for other tenants where access to the Premises is required for such installation or repair, (e) serve, post or keep posted any notices required or allowed under the provisions of this Lease, (f) show the Premises to prospective brokers, agents, buyers, transferees, Mortgagees or tenants, or (g) do any other act or thing necessary for the safety or preservation of the Premises or the Building. When reasonably necessary Landlord may temporarily close entrances, doors, corridors, elevators or other facilities in the Building without liability to Tenant by reason of such closure. Landlord shall conduct its activities under this Section in a manner that will minimize inconvenience to Tenant without incurring additional expense to Landlord. In no event shall Tenant be entitled to an abatement of rent on account of any entry by Landlord, and Landlord shall not be liable in any manner for any inconvenience, loss of business or other damage to Tenant or other persons arising out of Landlord's entry on the Premises in accordance with this Section, except if such inconvenience, loss of business or other damage is a result of Landlord's gross negligence or willful misconduct. No action by Landlord pursuant to this paragraph shall constitute an eviction of Tenant, constructive or otherwise, entitle Tenant to an abatement of rent or to terminate this Lease or otherwise release Tenant from any of Tenant's obligations under this Lease.

19. SURRENDER AND HOLDING OVER.

19.1 Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises and all Tenant Improvements and Alterations to Landlord broom-clean and in their original condition, except for reasonable wear and tear, damage from casualty or condemnation and any changes resulting from approved Alterations; provided, however, that prior to the expiration or termination of this Lease Tenant shall remove all telephone and other cabling installed in the Building by Tenant and remove from the Premises all Tenant's personal property and any Trade Fixtures and all Alterations that Landlord has elected to require Tenant to remove as provided in Section 6.1 - *Tenant Improvements & Alterations*, and repair any damage caused by such removal. If such removal is not completed before the expiration or termination of the Term, Landlord shall have the right (but no obligation) to remove the same, and Tenant shall pay Landlord on demand for all reasonable costs of removal and storage thereof and for the rental value of the Premises for the period from the end of the Term through the end of the time reasonably required for such removal. Landlord shall also have the right to retain or dispose of all or any portion of such property if Tenant does not pay all such costs and retrieve the property within ten (10) days after notice from Landlord (in which event title to all such property described in Landlord's notice shall be transferred to and vest in Landlord). Tenant waives all Claims against Landlord for any damage or loss to Tenant

resulting from Landlord's removal, storage, retention, or disposition of any such property. Upon expiration or termination of this Lease or of Tenant's possession, whichever is earliest, Tenant shall surrender all keys to the Premises or any other part of the Building and shall deliver to Landlord all keys for or make known to Landlord the combination of locks on all safes, cabinets and vaults that may be located in the Premises. Tenant's obligations under this Section shall survive the expiration or termination of this Lease.

19.2 Holding Over. If Tenant (directly or through any Transferee or other successor-in-interest of Tenant) remains in possession of the Premises after the expiration or termination of this Lease, Tenant's continued possession shall be on the basis of a tenancy at the sufferance of Landlord. In such event, Tenant shall continue to comply with or perform all the terms and obligations of Tenant under this Lease, except that the monthly Base Rent during Tenant's holding over shall be one and one-half (1-1/2) times the Base Rent payable in the last full month prior to the expiration or termination hereof. Tenant shall indemnify, defend and hold Landlord harmless from and against all Claims arising or resulting directly or indirectly from Tenant's failure to timely surrender the Premises, including (i) any rent payable by or any loss, cost, or damages claimed by any prospective tenant of the Premises, and (ii) Landlord's damages as a result of such prospective tenant rescinding or refusing to enter into the prospective lease of the Premises by reason of such failure to timely surrender the Premises.

## 20. ENCUMBRANCES.

20.1 Subordination, Non-Disturbance and Attornment. This Lease is expressly made subject and subordinate to any mortgage, deed of trust, ground lease, underlying lease or like encumbrance affecting any part of the Property or any interest of Landlord therein which is now existing or hereafter executed or recorded ("**Encumbrance**"); provided, however, that such subordination shall only be effective, as to future Encumbrances, if the holder of the Encumbrance agrees that this Lease shall survive the termination of the Encumbrance by lapse of time, foreclosure or otherwise so long as Tenant is not in default under this Lease. Provided the conditions of the preceding sentence are satisfied, Tenant shall execute and deliver to Landlord, within ten (10) Business Days after written request therefor by Landlord and in a form reasonably requested by Landlord, any additional documents evidencing the subordination of this Lease with respect to any such Encumbrance and the non-disturbance agreement of the holder of any such Encumbrance. If the interest of Landlord in the Property is transferred pursuant to or in lieu of proceedings for enforcement of any Encumbrance, Tenant shall immediately and automatically attorn to the new owner, and this Lease shall continue in full force and effect as a direct lease between the transferee and Tenant on the terms and conditions set forth in this Lease.

20.2 Mortgagee Protection. Tenant agrees to give any holder of any Encumbrance covering any part of the Property ("**Mortgagee**"), by certified mail, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of notice of assignment of rents and leases, or otherwise) of the address of such Mortgagee. If Landlord shall have failed to cure such default within thirty (30) days from the effective date of such notice of default, then the Mortgagee shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary to cure such default (including the time necessary to foreclose or otherwise terminate its

Encumbrance, if necessary to effect such cure), and this Lease shall not be terminated so long as such remedies are being diligently pursued.

21. ESTOPPEL CERTIFICATES AND FINANCIAL STATEMENTS.

21.1 Estoppel Certificates. Within ten (10) Business Days after written request therefor, Tenant shall execute and deliver to Landlord, in a form provided by or satisfactory to Landlord, a certificate stating that this Lease is in full force and effect, describing any amendments or modifications hereto, acknowledging that this Lease is subordinate or prior, as the case may be, to any Encumbrance and stating any other information Landlord may reasonably request, including the Term, the monthly Base Rent, the date to which Rent has been paid, the amount of any security deposit or prepaid rent, whether either party hereto is in default under the terms of the Lease, and whether Landlord has completed its construction obligations hereunder (if any). Any person or entity purchasing, acquiring an interest in or extending financing with respect to the Property shall be entitled to rely upon any such certificate.

21.2 Financial Statements. Within ten (10) Business Days after written request therefor, but not more than once a year, Tenant shall deliver to Landlord a copy of the financial statements (including at least a fiscal year-end balance sheet and a statement of profit and loss) of Tenant (and of each guarantor of Tenant's obligations under this Lease) for each of the three most recently completed years, prepared in accordance with generally accepted accounting principles (and, if such is Tenant's normal practice, audited by an independent certified public accountant), all then available subsequent interim statements, and such other financial information as may reasonably be requested by Landlord or required by any Mortgagee.

22. NOTICES. Any notice, demand, request, consent or approval that either party desires or is required to give to the other party under this Lease shall be in writing and shall be served personally, delivered by messenger or courier service, or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the other party at the party's address for notices set forth in the Basic Lease Information, and in the case of Tenant, with a copy to Bingham Greenebaum Doll LLP, 10 West Market Street, Suite 2700, Indianapolis, IN 46204, Attn: Alex E. Gude. Notice may be given by either party's counsel. Any notice required pursuant to any Laws may be incorporated into, given concurrently with or given separately from any notice required under this Lease. Notices shall be deemed to have been given and be effective on the earlier of (a) receipt (or refusal of delivery or receipt); or (b) one (1) day after acceptance by the independent service for delivery, if sent by independent messenger or courier service, or three (3) days after mailing if sent by mail in accordance with this Section. Either party may change its address for notices hereunder, effective fifteen (15) days after notice to the other party complying with this Section. If Tenant sublets the Premises, notices from Landlord shall be effective on the subtenant when given to Tenant pursuant to this Section.

23. ATTORNEYS' FEES. In the event of any dispute between Landlord and Tenant in any way related to this Lease, and whether involving contract and/or tort claims, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees and costs and expenses of any type, without restriction by statute, court rule or otherwise, incurred by the prevailing party in connection with any action or proceeding (including any appeal and the enforcement of any judgment or award), whether or not the dispute is litigated or prosecuted to final judgment

(collectively, “Fees”). The “prevailing party” shall be determined based upon an assessment of which party’s major arguments or positions taken in the action or proceeding could fairly be said to have prevailed (whether by compromise, settlement, abandonment by the other party of its claim or defense, final decision, after any appeals, or otherwise) over the other party’s major arguments or positions on major disputed issues. Any Fees incurred in enforcing a judgment shall be recoverable separately from any other amount included in the judgment and shall survive and not be merged in the judgment. The Fees shall be deemed an “actual pecuniary loss” within the meaning of Bankruptcy Code Section 365(b)(1)(B), and notwithstanding the foregoing, all Fees incurred by either party in any bankruptcy case filed by or against the other party, from and after the order for relief until this Lease is rejected or assumed in such bankruptcy case, will be “obligations of the debtor” as that phrase is used in Bankruptcy Code Section 365(d)(3).

24. QUIET POSSESSION. Subject to Tenant’s full and timely performance of all of Tenant’s obligations under this Lease and subject to the terms of this Lease, including Section 20 - *Encumbrances*, Tenant shall have the quiet possession of the Premises throughout the Term as against any persons or entities lawfully claiming by, through or under Landlord.

25. SECURITY MEASURES. Landlord may, but shall be under no obligation to, implement security measures for the Property, such as the registration or search of all persons entering or leaving the Building, requiring identification for access to the Building, evacuation of the Building for cause, suspected cause, or for drill purposes, the issuance of magnetic pass cards or keys for Building or elevator access and other actions that Landlord deems necessary or appropriate to prevent any threat of property loss or damage, bodily injury or business interruption; provided, however, that such measures shall be implemented in a way as not to inconvenience tenants of the Building unreasonably. Landlord uses an access card system, Landlord may require Tenant to pay Landlord a deposit for each after-hours Building access card issued to Tenant, in the amount specified in the Basic Lease Information. Tenant shall be responsible for any loss, theft or breakage of any such cards, which must be returned by Tenant to Landlord upon expiration or earlier termination of the Lease. Landlord may retain the deposit for any card not so returned. Landlord shall at all times have the right to change, alter or reduce any such security services or measures. Tenant shall cooperate and comply with, and cause Tenant’s Representatives and Visitors to cooperate and comply with, such security measures. Landlord, its agents and employees shall have no liability to Tenant or its Representatives or Visitors for the implementation or exercise of, or the failure to implement or exercise, any such security measures or for any resulting disturbance of Tenant’s use or enjoyment of the Premises.

26. FORCE MAJEURE. If Landlord is delayed, interrupted or prevented from performing any of its obligations under this Lease, including its obligations with respect to the Tenant Improvements, and such delay, interruption or prevention is due to fire, act of God, governmental act or failure to act, labor dispute, unavailability of materials or any cause outside the reasonable control of Landlord, then the time for performance of the affected obligations of Landlord shall be extended for a period equivalent to the period of such delay, interruption or prevention.

27. RULES AND REGULATIONS. Tenant shall be bound by and shall comply with the rules and regulations attached to and made a part of this Lease as Exhibit D to the extent those rules and regulations are not in conflict with the terms of this Lease, as well as any reasonable rules and regulations hereafter adopted by Landlord for all tenants of the Building, upon notice to Tenant

thereof (collectively, the “**Building Rules**”). Landlord shall not be responsible to Tenant or to any other person for any violation of, or failure to observe, the Building Rules by any other tenant or other person.

28. **LANDLORD’S LIABILITY.** The term “Landlord,” as used in this Lease, shall mean only the owner or owners of the Building at the time in question. In the event of any conveyance of title to the Building, then from and after the date of such conveyance, the transferor Landlord shall be relieved of all liability with respect to Landlord’s obligations to be performed under this Lease after the date of such conveyance. Notwithstanding any other term or provision of this Lease, the liability of Landlord for its obligations under this Lease is limited solely to Landlord’s interest in the Building as the same may from time to time be encumbered, and no personal liability shall at any time be asserted or enforceable against any other assets of Landlord or against Landlord’s partners or members or its or their respective partners, shareholders, members, directors, officers or managers on account of any of Landlord’s obligations or actions under this Lease.

29. **CONSENTS AND APPROVALS.**

29.1 Determination in Good Faith. Wherever the consent, approval, judgment or determination of Landlord is required or permitted under this Lease, Landlord may exercise its good faith business judgment in granting or withholding such consent or approval or in making such judgment or determination without reference to any extrinsic standard of reasonableness, unless the specific provision contained in this Lease providing for such consent, approval, judgment or determination specifies that Landlord’s consent or approval is not to be unreasonably withheld, conditioned, or delayed, or that such judgment or determination is to be reasonable, or otherwise specifies the standards under which Landlord may withhold its consent. If it is determined that Landlord failed to give its consent where it was required to do so under this Lease, Tenant shall be entitled to injunctive relief but shall not be entitled to monetary damages or to terminate this Lease for such failure.

29.2 No Liability Imposed on Landlord. The review and/or approval by Landlord of any item or matter to be reviewed or approved by Landlord under the terms of this Lease or any Exhibits or Addenda hereto shall not impose upon Landlord any liability for the accuracy or sufficiency of any such item or matter or the quality or suitability of such item for its intended use. Any such review or approval is for the sole purpose of protecting Landlord’s interest in the Property, and no third parties, including Tenant or the Representatives and Visitors of Tenant or any person or entity claiming by, through or under Tenant, shall have any rights as a consequence thereof.

30. **BROKERS.** Landlord shall pay the fee or commission of the broker or brokers identified in the Basic Lease Information (the “**Broker**”) in accordance with Landlord’s separate written agreement with the Broker, if any. Tenant warrants and represents to Landlord that in the negotiating or making of this Lease neither Tenant nor anyone acting on Tenant’s behalf has dealt with any broker or finder who might be entitled to a fee or commission for this Lease other than the Broker. Tenant shall indemnify and hold Landlord harmless from any claim or claims, including costs, expenses and reasonable attorney’s fees incurred by Landlord asserted by any other broker or finder for a fee or commission based upon any dealings with or statements made by Tenant or Tenant’s Representatives. Landlord warrants and represents to Tenant that in the negotiating or making of this Lease neither Landlord nor anyone acting on Landlord’s behalf has dealt with any broker or

finder who might be entitled to a fee or commission for this Lease other than the Broker. Landlord shall indemnify and hold Tenant harmless from any claim or claims, including costs, expenses and reasonable attorney's fees incurred by Tenant asserted by any other broker or finder for a fee or commission based upon any dealings with or statements made by Landlord or Landlord's Representatives.

31. RELOCATION OF PREMISES. *Intentionally omitted.*

32. ENTIRE AGREEMENT. This Lease, including the Exhibits and any Addenda attached hereto, and the documents referred to herein, if any, which are all incorporated into this Lease by this reference, constitute the entire agreement between Landlord and Tenant with respect to the leasing of space by Tenant in the Building, and supersede all prior or contemporaneous agreements, understandings, proposals and other representations by or between Landlord and Tenant, whether written or oral, all of which are merged herein. Neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Premises, the Building, the Project or this Lease except as expressly set forth herein, and no rights, easements or licenses shall be acquired by Tenant by implication or otherwise unless expressly set forth herein. The submission of this Lease for examination does not constitute an option for the Premises and this Lease shall become effective as a binding agreement only upon execution and delivery thereof by Landlord to Tenant.

33. MISCELLANEOUS. This Lease may not be amended or modified except by a writing signed by Landlord and Tenant. Subject to Section 14 - *Assignment and Subletting* and Section 28 - *Landlord's Liability*, this Lease shall be binding on and shall inure to the benefit of the parties and their respective successors, assigns and legal representatives. The determination that any provisions hereof may be void, invalid, illegal or unenforceable shall not impair any other provisions hereof and all such other provisions of this Lease shall remain in full force and effect. The unenforceability, invalidity or illegality of any provision of this Lease under particular circumstances shall not render unenforceable, invalid or illegal other provisions of this Lease, or the same provisions under other circumstances. This Lease shall be construed and interpreted in accordance with the laws (excluding conflict of laws principles) of the State in which the Building is located. The provisions of this Lease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party, even if such party drafted the provision in question. When required by the context of this Lease, the singular includes the plural. Wherever the term "including" is used in this Lease, it shall be interpreted as meaning "including, but not limited to" the matter or matters thereafter enumerated. The captions contained in this Lease are for purposes of convenience only and are not to be used to interpret or construe this Lease. If more than one person or entity is identified as Tenant hereunder, the obligations of each and all of them under this Lease shall be joint and several. Time is of the essence with respect to this Lease, except as to the conditions relating to the delivery of possession of the Premises to Tenant. Neither Landlord nor Tenant shall record this Lease. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same Lease. Furthermore, an electronically transmitted signature of any of the parties on any counterpart may be relied upon as an original signature.

34. AUTHORITY. If Tenant is a corporation, partnership, limited liability company or other form of business entity, each of the persons executing this Lease on behalf of Tenant warrants and represents that Tenant is a duly organized and validly existing entity, that Tenant has full right and

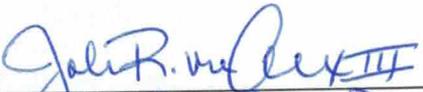
authority to enter into this Lease and that the persons signing on behalf of Tenant are authorized to do so and have the power to bind Tenant to this Lease. The person executing this Lease on behalf of Landlord warrants and represents that Landlord is a duly organized and validly existing entity, that Landlord has full right and authority to enter into this Lease and that the person signing on behalf of Landlord is authorized to do so and has the power to bind Landlord to this Lease. The parties shall provide each other upon request with evidence, reasonably satisfactory to the receiving party, confirming the foregoing representations.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]*

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Lease as of the date first above written.

TENANT:

**VOLUNTEERS OF AMERICA OF OHIO  
AND INDIANA INC.**

By:   
Name: John R. von Arn III  
Title: President & CEO

LANDLORD:

**LANDMARK ACQUISITIONS, LLC**

By Fairbridge Partners, LLC  
Its Sole Member

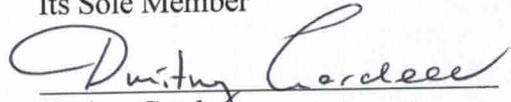
By:   
Dmitry Gordeev  
Its Manager

EXHIBIT A

ATTACHED TO AND FORMING A PART OF  
LEASE AGREEMENT  
DATED AS OF JUNE 10, 2019  
BETWEEN  
LANDMARK ACQUISITIONS, LLC, AS LANDLORD,  
AND  
VOLUNTERS OF AMERICA OF OHIO AND INDIANA INC., AS TENANT

THE PREMISES



EXHIBIT B

ATTACHED TO AND FORMING A PART OF  
LEASE AGREEMENT  
DATED AS OF JUNE 10, 2019  
BETWEEN  
LANDMARK ACQUISITIONS, LLC, AS LANDLORD,  
AND  
VOLUNTERS OF AMERICA OF OHIO AND INDIANA INC., AS TENANT

PARKING FACILITY

SITE PLAN WITH PARKING

Lot 1	283 spaces
Lot 2	228 spaces
Lot 3	160 spaces
Lot 4	247 spaces
Lot 5	61 spaces
Lot 6	48 spaces
<b>TOTAL</b>	<b>1,027 spaces</b>



EXHIBIT C

ATTACHED TO AND FORMING A PART OF  
LEASE AGREEMENT  
DATED AS OF JUNE 10, 2019  
BETWEEN  
LANDMARK ACQUISITIONS, LLC, AS LANDLORD,  
AND  
VOLUNTERS OF AMERICA OF OHIO AND INDIANA INC., AS TENANT

CONSTRUCTION RIDER

1. Tenant Improvements. Landlord shall cause the improvements and fixtures provided for in this Construction Rider to be constructed and installed in the Premises (the “**Tenant Improvements**”) by a contractor reasonably selected by Landlord (“**Landlord’s Contractor**”). Landlord shall make such selection by competitively bid the Tenant Improvements amongst multiple contractors, of which at least one may be selected by Tenant, subject to the approval of Landlord, which approval shall not be unreasonably withheld. Upon request by Landlord, Tenant shall designate in writing an individual authorized to act as Tenant’s Representative with respect to all approvals, directions and authorizations pursuant to this Construction Rider.

1.1. Plans. The Tenant Improvements shall be constructed substantially as shown on detailed plans and specifications sufficient to permit the construction of the Tenant Improvements by Landlord’s Contractor (“**Construction Documents**”). As soon as may be reasonably practicable after execution and delivery of the Lease, Landlord will cause the Construction Documents to be prepared and delivered to Tenant. Landlord will provide Tenant with a cost estimate for the work shown in the Construction Documents. Tenant shall respond to the Construction Documents and cost estimate within three (3) days after receipt thereof, specifying any changes or modifications Tenant desires in the Construction Documents. Landlord will then cause the Construction Documents to be revised and resubmit them to Tenant for its approval and Landlord will provide Tenant with a revised cost estimate. Tenant shall approve or disapprove the same within three (3) days after receipt. The revised Construction Documents and cost estimate, as approved by Tenant and Landlord, are hereinafter referred to as the “**Final Construction Documents**” and “**Final Cost Estimate,**” respectively.

1.2. Construction. Upon approval by Landlord and Tenant of the Final Construction Documents and the Final Cost Estimate, Landlord shall proceed with reasonable diligence to cause the Tenant Improvements to be Substantially Completed on or prior to the Scheduled Commencement Date. The Tenant Improvements shall be deemed to be “**Substantially Completed**” when they have been completed in accordance with the Final Construction Documents except for finishing details, minor omissions, decorations and mechanical adjustments of the type normally found on an architectural “punch list”. (The definition of Substantially Completed shall also define the terms “**Substantial Completion**” and “**Substantially Complete.**”)

Following Substantial Completion of the Tenant Improvements and before Tenant takes possession of the Premises (or as soon thereafter as may be reasonably practicable and in any event within thirty [30] days after Substantial Completion), Landlord and Tenant shall inspect the Premises and jointly prepare a "punch list" of agreed items of construction remaining to be completed. Landlord shall complete the items set forth in the punch list as soon as reasonably possible. Tenant shall cooperate with and accommodate Landlord and Landlord's contractor in completing the items on the punch list.

1.3. Cost of Tenant Improvements. Landlord shall contribute up to Three Hundred ninety-four thousand, two and 00/100 Dollars (\$394,002.00), calculated at the rate of Thirty-one and 80/100 Dollars (\$31.80) per square foot of Rentable Area in the Premises (the "**Allowance**") toward the cost of the construction and installation of the Tenant Improvements. The balance, if any, of the cost of the Tenant Improvements ("**Additional Cost**"), including, but not limited to, usual markups for overhead, supervision and profit, shall be paid by Tenant. Tenant shall pay Landlord the Additional Cost based upon the Final Cost Estimate within sixty (60) days after Substantial Completion of the Tenant Improvements. Landlord will use reasonable care in preparing the cost estimates, but they are estimates only and do not limit Tenant's obligation to pay for the actual Additional Cost of the Tenant Improvements, whether or not it exceeds the estimated amounts. Landlord agrees that Tenant shall have the right to use up to Three and 00/100 Dollars (\$3.00) per square foot of Rentable Area of the Premises of the Allowance for its moving costs, security systems, FF&E, and voice data cabling and construction, and Landlord agrees to pay for such costs, up to maximum amount, within thirty (30) days after Landlord's receipt of invoices therefor.

1.4. Changes. If Tenant requests any change, addition or alteration in or to any Final Construction Documents ("**Changes**") Landlord shall cause additional Plans implementing such Change to be prepared. Tenant shall pay the cost of preparing additional Plans within ten (10) days after receipt of Landlord's invoice therefor. As soon as practicable after the completion of such additional Construction Documents, Landlord shall notify Tenant of the estimated cost of the Changes, without additional fee or mark-up by Landlord. Within three (3) working days after receipt of such cost estimate, Tenant shall notify Landlord in writing whether Tenant approves the Change. If Tenant approves the Change, Landlord shall proceed with the Change and Tenant shall be liable for any Additional Cost resulting from the Change. If Tenant fails to approve the Change within such three (3) day period, construction of the Tenant Improvements shall proceed as provided in accordance with the original Construction Documents.

1.5. Delays. Tenant shall be responsible for, and shall pay to Landlord, any and all costs and expenses incurred by Landlord in connection with any delay in the commencement or completion of any Tenant Improvements and any increase in the cost of Tenant Improvements caused by (i) Tenant's failure to (A) submit information reasonably requested by Landlord for the completion of the Construction Documents or (B) approve any Construction Documents or cost estimates within the time periods required herein, (ii) any delays in obtaining any items or materials constituting part of the Tenant Improvements requested by Tenant, (iii) any Changes, or (iv) any other delay requested or caused by Tenant (collectively, "**Tenant Delays**").

2. Delivery of Premises. Upon Substantial Completion of the Tenant Improvements, Landlord shall deliver possession of the Premises to Tenant. If Landlord has not Substantially

Completed the Tenant Improvements and tendered possession of the Premises to Tenant on or before the Scheduled Commencement Date specified in Section 2 - *Term; Possession* of the Lease, or if Landlord is unable for any other reason to deliver possession of the Premises to Tenant on or before such date, neither Landlord nor its representatives shall be liable to Tenant for any damage resulting from the delay in completing such construction obligations and/or delivering possession to Tenant and the Lease shall remain in full force and effect unless and until it is terminated under the express provisions of this Paragraph. If any delays in Substantially Completing the Tenant Improvements are attributable to Tenant Delays, then the Premises shall be deemed to have been Substantially Completed and delivered to Tenant on the date on which Landlord could have Substantially Completed the Premises and tendered the Premises to Tenant but for such Tenant Delays.

3. Access to Premises. Landlord shall allow Tenant and Tenant's Representatives to enter the Premises up to thirty (30) days prior to the Scheduled Commencement Date to permit Tenant to make the Premises ready for its use and occupancy; provided, however, that prior to such entry of the Premises, Tenant shall provide evidence reasonably satisfactory to Landlord that Tenant's insurance, as described in Section 11.1 - *Tenant's Insurance* of the Lease, shall be in effect as of the time of such entry. Such permission may be revoked at any time upon twenty-four (24) hours' notice, and Tenant and its Representatives shall not interfere with Landlord or Landlord's contractor in completing the Building or the Tenant Improvements.

Tenant agrees that Landlord shall not be liable in any way for any injury, loss or damage which may occur to any of Tenant's property placed upon or installed in the Premises prior to the Commencement Date, the same being at Tenant's sole risk, and Tenant shall be liable for all injury, loss or damage to persons or property arising as a result of such entry into the Premises by Tenant or its Representatives.

4. Ownership of Tenant Improvements; Guarantee. All Tenant Improvements, whether installed by Landlord or Tenant, shall become a part of the Premises, shall be the property of Landlord and, subject to the provisions of the Lease, shall be surrendered by Tenant with the Premises, without any compensation to Tenant, at the expiration or termination of the Lease in accordance with the provisions of the Lease. Landlord agrees that Landlord's Contractor shall guarantee the Tenant Improvements for a period of one (1) year after Substantial Completion.

EXHIBIT D

ATTACHED TO AND FORMING A PART OF  
LEASE AGREEMENT  
DATED AS OF JUNE 10, 2019  
BETWEEN  
LANDMARK ACQUISITIONS, LLC, AS LANDLORD,  
AND  
VOLUNTERS OF AMERICA OF OHIO AND INDIANA INC., AS TENANT

BUILDING RULES

The following Building Rules are additional provisions of the foregoing Lease to which they are attached. The capitalized terms used herein have the same meanings as these terms are given in the Lease.

1. Use of Common Areas. Tenant will not obstruct the sidewalks, halls, passages, exits, entrances, elevators or stairways of the Building (the “**Common Areas**”), and Tenant will not use the Common Areas for any purpose other than ingress and egress to and from the Premises. The Common Areas, except for the sidewalks, are not open to the general public and Landlord reserves the right to control and prevent access to the Common Areas of any person whose presence, in Landlord’s opinion, would be prejudicial to the safety, reputation and interests of the Building and its tenants.

2. No Access to Roof. Tenant has no right of access to the roof of the Building and will not install, repair or replace any antenna, aerial, aerial wires, fan, air-conditioner or other device on the roof of the Building, without the prior written consent of Landlord. Any such device installed without such written consent is subject to removal at Tenant’s expense without notice at any time. In any event Tenant will be liable for any damages or repairs incurred or required as a result of its installation, use, repair, maintenance or removal of such devices on the roof and agrees to indemnify and hold harmless Landlord from any liability, loss, damage, cost or expense, including reasonable attorneys’ fees, arising from any activities of Tenant or of Tenant’s Representatives on the roof of the Building.

3. Signage. Except as provided in the foregoing Lease, no sign, placard, picture, name, advertisement or notice visible from the exterior of the Premises will be inscribed, painted, affixed or otherwise displayed by Tenant on or in any part of the Building without the prior written consent of Landlord. Landlord reserves the right to adopt and furnish Tenant with general guidelines relating to signs in or on the Building. All approved signage will be inscribed, painted or affixed at Tenant’s expense by a person approved by Landlord, which approval will not be unreasonably withheld, conditioned, or delayed.

4. Prohibited Uses. The Premises will not be used for manufacturing, for the storage of merchandise held for sale to the general public, for lodging or for the sale of goods to the general public. Tenant will not permit any food preparation on the Premises except that Tenant may use Underwriters’ Laboratory approved equipment for brewing coffee, tea, hot chocolate and similar

beverages so long as such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations.

5. Janitorial Services. Tenant will not employ any person for the purpose of cleaning the Premises or permit any person to enter the Building for such purpose other than Landlord's janitorial service, except with Landlord's prior written consent, which consent will not be unreasonably withheld, conditioned, or delayed. Tenant will not necessitate, and will be liable for the cost of, any undue amount of janitorial labor by reason of Tenant's carelessness in or indifference to the preservation of good order and cleanliness in the Premises. Janitorial service will not be furnished to areas in the Premises on nights when such areas are occupied after 9:30 p.m., unless such service is extended by written agreement to a later hour in specifically designated areas of the Premises.

6. Keys and Locks. Landlord will furnish Tenant, free of charge, four keys to each door or lock in the Premises and 32 magnetic access cards. Landlord may make a reasonable charge for any additional or replacement keys. Tenant will not duplicate any keys, alter any locks or install any new or additional lock or bolt on any door of its Premises or on any other part of the Building without the prior written consent of Landlord and, in any event, Tenant will provide Landlord with a key for any such lock. On the termination of the Lease, Tenant will deliver to Landlord all keys to any locks or doors in the Building which have been obtained by Tenant.

7. Freight. Upon not less than twenty-four hours prior notice to Landlord, which notice may be oral, an elevator will be made available for Tenant's use for transportation of freight, subject to such scheduling as Landlord in its discretion deems appropriate. Tenant shall not transport freight in loads exceeding the weight limitations of such elevator. Landlord reserves the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building, and no property will be received in the Building or carried up or down the freight elevator or stairs except during such hours and along such routes and by such persons as may be designated by Landlord. Landlord reserves the right to require that heavy objects will stand on wood strips of such length and thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such property from any cause, and Tenant will be liable for all damage or injuries caused by moving or maintaining such property.

8. Nuisances and Dangerous Substances. Tenant will not conduct itself or permit Tenant's Representatives or Visitors to conduct themselves, in the Premises or anywhere on or in the Property in a manner which is offensive or unduly annoying to any other Tenant or Landlord's property managers. Tenant will not install or operate any phonograph, radio receiver, musical instrument, or television or other similar device in any part of the Common Areas and shall not operate any such device installed in the Premises in such manner as to disturb or annoy other tenants of the Building. Tenant will not use or keep in the Premises or the Property any kerosene, gasoline or other combustible fluid or material other than limited quantities thereof reasonably necessary for the maintenance of office equipment, or, without Landlord's prior written approval, use any method of heating or air conditioning other than that supplied by Landlord. Tenant will not use or keep any foul or noxious gas or substance in the Premises or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors or vibrations, or interfere in any way with

other tenants or those having business therein. Tenant will not bring or keep any animals in or about the Premises or the Property.

9. Building Name and Address. Without Landlord's prior written consent, Tenant will not use the name of the Building in connection with or in promoting or advertising Tenant's business except as Tenant's address.

10. Building Directory. A directory for the Building will be provided for the display of the name and location of tenants. Landlord reserves the right to approve any additional names Tenant desires to place in the directory and, if so approved, Landlord may assess a reasonable charge for adding such additional names.

11. Window Coverings. No curtains, draperies, blinds, shutters, shades, awnings, screens or other coverings, window ventilators, hangings, decorations or similar equipment shall be attached to, hung or placed in, or used in or with any window of the Building without the prior written consent of Landlord, which consent will not be unreasonably withheld, conditioned, or delayed, and Landlord shall have the right to control all lighting within the Premises that may be visible from the exterior of the Building.

12. Floor Coverings. Tenant will not lay or otherwise affix linoleum, tile, carpet or any other floor covering to the floor of the Premises in any manner except as approved in writing by Landlord, which approval will not be unreasonably withheld, conditioned, or delayed. Tenant will be liable for the cost of repair of any damage resulting from the violation of this rule or the removal of any floor covering by Tenant or its contractors, employees or invitees.

13. Wiring and Cabling Installations. Landlord will direct Tenant's electricians and other vendors as to where and how data, telephone, and electrical wires and cables are to be installed. No boring or cutting for wires or cables will be allowed without the prior written consent of Landlord, which consent will not be unreasonably withheld, conditioned, or delayed. The location of burglar alarms, smoke detectors, telephones, call boxes and other office equipment affixed to the Premises shall be subject to the written approval of Landlord, which approval will not be unreasonably withheld, conditioned, or delayed.

14. Office Closing Procedures. Tenant will see that the doors of the Premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before Tenant or its employees leave the Premises, so as to prevent waste or damage. Tenant will be liable for all damage or injuries sustained by other tenants or occupants of the Building or Landlord resulting from Tenant's carelessness in this regard or violation of this rule. Tenant will keep the doors to the Building corridors closed at all times except for ingress and egress.

15. Plumbing Facilities. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be disposed of therein. Tenant will be liable for any breakage, stoppage or damage resulting from the violation of this rule by Tenant, its employees or invitees.

16. Use of Hand Trucks. Tenant will not use or permit to be used in the Premises or in the Common Areas any hand trucks, carts or dollies except those equipped with rubber tires and side guards or such other equipment as Landlord may approve, which approval will not be unreasonably withheld, conditioned, or delayed.

17. Refuse. Tenant shall store all Tenant's trash and garbage within the Premises or in other facilities designated by Landlord for such purpose. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the city in which the Building is located without being in violation of any law or ordinance governing such disposal. All trash and garbage removal shall be made in accordance with directions issued from time to time by Landlord, only through such Common Areas provided for such purposes and at such times as Landlord may designate. Tenant shall comply with the requirements of any recycling program adopted by Landlord for the Building.

18. Soliciting. Canvassing, peddling, soliciting and distribution of handbills or any other written materials in the Building are prohibited, and Tenant will cooperate to prevent the same.

19. Parking. Tenant will use, and cause Tenant's Representatives and Visitors to use, any parking spaces to which Tenant is entitled under the Lease in a manner consistent with Landlord's directional signs and markings in the Parking Facility. Specifically, but without limitation, Tenant will not park, or permit Tenant's Representatives or Visitors to park, in a manner that impedes access to and from the Building or the Parking Facility or that violates space reservations for handicapped drivers registered as such. Landlord may use such reasonable means as may be necessary to enforce the directional signs and markings in the Parking Facility, including but not limited to towing services, and Landlord will not be liable for any damage to vehicles towed as a result of non-compliance with such parking regulations.

20. Fire, Security and Safety Regulations. Tenant will comply with all safety, security, fire protection and evacuation measures and procedures established by Landlord or any governmental agency.

21. Responsibility for Theft. Tenant assumes any and all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

22. Sales and Auctions. Tenant will not conduct or permit to be conducted any sale by auction in, upon or from the Premises or elsewhere in the Property, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.

23. Waiver of Rules. Landlord may waive any one or more of these Building Rules for the benefit of any particular tenant or tenants, but no such waiver by Landlord will be construed as a waiver of such Building Rules in favor of any other tenant or tenants nor prevent Landlord from thereafter enforcing these Building Rules against any or all of the tenants of the Building.

24. Effect on Lease. These Building Rules are in addition to and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease. Violation of these Building Rules constitutes a failure to fully perform the provisions of the Lease, as referred to in Section 15.1 - *Events of Default by Tenant*.

25. Non-Discriminatory Enforcement. Subject to the provisions of the Lease (and the provisions of other leases with respect to other tenants), Landlord shall use reasonable efforts to enforce these Building Rules in a non-discriminatory manner, but in no event shall Landlord have any liability for any failure or refusal to do so (and Tenant's sole and exclusive remedy for any such failure or refusal shall be injunctive relief preventing Landlord from enforcing any of the Building Rules against Tenant in a manner that discriminates against Tenant).

26. Additional and Amended Rules. Upon prior written notice to Tenant, Landlord reserves the right to rescind or amend these Building Rules and/or adopt any other and reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building and for the preservation of good order therein.

EXHIBIT E

ATTACHED TO AND FORMING A PART OF  
LEASE AGREEMENT  
DATED AS OF JUNE 10, 2019  
BETWEEN  
LANDMARK ACQUISITIONS, LLC, AS LANDLORD,  
AND  
VOLUNTERS OF AMERICA OF OHIO AND INDIANA INC., AS TENANT

Additional Provisions

1. Temporary Occupancy. For the period commencing with the date which is fifteen (15) Business Days after the full execution of the Lease and ending five (5) Business Days after the Commencement Date, Tenant shall have the right to occupy and use that portion of the fourth floor of the Building consisting of approximately 9,000 rentable square feet and depicted on the floor plan attached hereto as Exhibit F and made a part hereof (the “**Temporary Space**”), and to use all furniture (including all work stations) located in the Temporary Space, without charge. Tenant shall have no obligation to pay rent or any additional charge or fee for such occupancy and use, but such occupancy and use shall be conditioned upon (i) Tenant complying with the terms of Paragraph 11 (“Insurance”) of the Lease, and (ii) Tenant being liable for all injury, loss or damage to persons or property arising as a result of such occupancy and use of the Temporary Space (including specifically any loss or damage to such furniture) by Tenant or its Representatives.

2. Renewal Option. Tenant shall have the right, at its option, to extend the Term of this Lease (the “**Renewal Option**”) for one (1) period of five (5) years (the “**Extension Term**”), in accordance with the following terms and conditions:

(a) Unless expressly waived by Landlord, the Renewal Option may only be exercised by Tenant if this Lease is in full force and effect and Tenant is not in default under this Lease after the expiration of any applicable cure period at the time of Tenant’s exercise of the Renewal Option or at the commencement of the Extension Term.

(b) Tenant may exercise the Renewal Option only by giving written notice to Landlord no later than nine (9) months prior to the Expiration Date, time being of the essence. If Tenant does not exercise the Renewal Option as described above, then it shall conclusively be deemed waived by Tenant and Tenant shall have no rights to extend or renew the Term.

(c) Tenant shall accept the Premises in its then-existing “as-is” condition for the Extension Term, with no obligation on the part of Landlord to make any leasehold improvements, unless Landlord and Tenant agree upon certain improvements in connection with setting the Market Rate (defined below).

(d) The terms and conditions of this Lease shall continue throughout the Extension Term, except that Base Rent shall be at the then-current market rate for new tenants in comparable office buildings within the Central Business District submarket for Indianapolis, Indiana, taking into account the size of the lease, the length of the renewal term, market escalations, the credit of Tenant, amounts allocated toward tenant improvements, free rent periods offered, updated base year operating expense allowances, and the impact of the number of years committed during the term of the lease (the "**Market Rate**"). The Market Rate shall be determined in accordance with the terms and conditions of subparagraph (e) below. The Renewal Option is personal to Tenant and, at Landlord's option, shall be of no force or effect in the event of any assignment of this Lease or a sublease of all or any part of the Premises.

(e) Within thirty (30) days after Landlord receives Tenant's notice to exercise the Extension Option, Landlord shall give written notice to Tenant ("**Landlord's Rent Notice**") of Landlord's determination of the Market Rate for the Extension Term. Landlord's determination of the Market Rate for the Extension Term shall be binding unless Tenant disputes Landlord's determination of the Market Rate by delivering written notice to that effect ("**Rent Dispute Notice**") to Landlord within ten (10) days after delivery of Landlord's Rent Notice. Time is of the essence with respect to Tenant's notices. If Landlord timely receives a Rent Dispute Notice, Landlord and Tenant shall commence negotiations to agree upon the Market Rate applicable to the Extension Term. If Landlord and Tenant are unable to reach agreement within thirty (30) days after the date Landlord receives the Rent Dispute Notice, then the Market Rate shall be determined by arbitration as provided below:

(i) Within seven (7) days after the expiration of the foregoing thirty (30) day period, Landlord and Tenant shall each choose a party with not less than fifteen (15) years of recognized experience in determination of commercial rental rates in the Indianapolis, Indiana metropolitan area who shall be a member in good standing of the American Institute of Real Estate Appraisers (or a successor organization or, if no such organization exists, a person of similar professional qualifications), with the designation of MAI, and shall give notice of the name and address of such person to the other party hereto.

(ii) Those two (2) appraisers shall within ten (10) days after designation select a third appraiser who meets all of the foregoing appraiser criteria. Said third appraiser (the "**Arbitrator**") shall make a determination of the Market Rate as expeditiously as possible thereafter and in any event within thirty (30) days after being appointed. Nothing herein shall be deemed to preclude Landlord and Tenant from directly mutually agreeing on the Arbitrator instead of initially selecting two (2) other appraisers to select the Arbitrator. The Arbitrator shall be instructed that the Market Rate shall mean the net market rental rate for the Premises, determined by reference to the annual rental rates for comparable space in the Building, primarily, and in comparable first-class (i.e. Class-A) office buildings in the Central Business District submarket in Indianapolis, Indiana, secondarily, that would be payable by a willing tenant to a willing landlord, neither being under any

compulsion to act, in equal monthly payments during a term equal to the Extension Term, and otherwise taking into account all pertinent factors.

(iii) Upon the Arbitrator's determination of the Market Rate, such determination shall be final and binding on the parties. Any rent for the Extension Term previously paid by Tenant at other than the Market Rate shall be retroactively adjusted.

(iv) Each party will pay any and all fees and expenses incurred in connection with such party's chosen appraiser. The fees and expenses for the Arbitrator will be shared equally by Landlord and Tenant.

If Tenant exercises a Renewal Option, Landlord and Tenant shall execute an amendment to this Lease prepared by Landlord stating that the Renewal Option was exercised and setting forth the Base Rent for the Extension Term.

3. Allowance for Systems Installation. In addition, Landlord hereby grants to Tenant an allowance (the "**Allowance**") in the amount of \$21,682.50, calculated at the rate of One and 75/100 Dollars (\$1.75) per rentable square feet of space in the Premises. The Allowance shall be used only for the installation by Tenant of voice and data systems (the "**Systems Installation**"), with the Systems Installation to be performed in accordance with the terms and conditions of Section 6 ("**Tenant Improvements and Alterations**") of the Lease. The Allowance shall be paid to Tenant upon the satisfaction of the following conditions: (1) the submission to Landlord by Tenant of copies of invoices from subcontractors and suppliers having provided labor and/or materials for the Systems Installation; and (2) lien waivers from the aforesaid parties having provided labor and/or materials for the Systems Installation.

4. Rent Abatement. Notwithstanding anything contained in Paragraph 3 ("Rent") of the Lease, Tenant's obligation to pay Base Rent for the first eight (8) calendar months of the initial Term of the Lease is abated.

5. Tenant Signage. Landlord shall provide building standard signage in the lobby directory and at the entry door for the Premises, at Landlord's sole cost and expense. At all times during the Term when there are not at least three (3) tenants of the Building occupying at least two (2) floors of space in the Building and requiring signage on the Building monument (as designated by Landlord's written notice to Tenant), Tenant shall have the right to install and maintain, at Tenant's sole cost and expense, its signage on the Building monument.

6. Right of First Offer. Subject to the following terms and conditions, Landlord hereby grants to Tenant a one-time right of first offer with respect to all space on the eighth floor of the Building contiguous to the Premises (the "**First Offer Space**"). Landlord shall notify Tenant (the "**First Offer Notice**") from time to time when Landlord determines that Landlord shall commence the marketing of any of the First Offer Space because such space shall become available for lease to third parties. The First Offer Notice shall describe the space so offered to Tenant and shall set forth the material economic terms and conditions of Landlord applicable to Tenant's lease of such space (collectively, the "**Economic Terms**"), including the proposed term of the lease and the proposed rent payable for the First Offer Space. If Tenant wishes to exercise Tenant's right of first

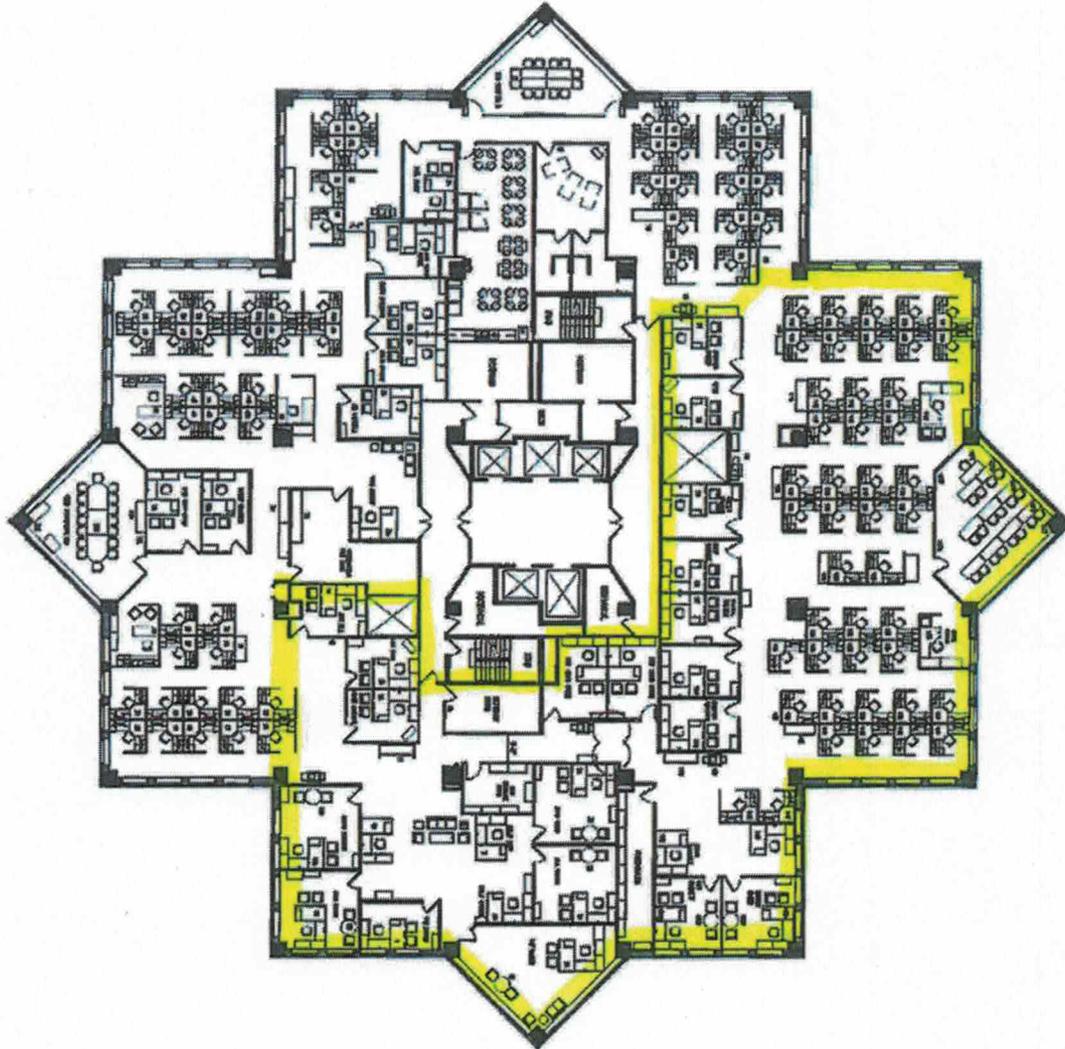
offer with respect to the space described in the First Offer Notice, then within five (5) business days after delivery of the First Offer Notice to Tenant, Tenant shall deliver an unconditional and irrevocable notice to Landlord of tenant's exercise of its right of first offer with respect to the entire space described in the First Offer Notice, upon the Economic Terms set forth in the First Offer Notice. If Tenant does not timely exercise its right of first notice as herein provided, then Landlord shall be free to lease the space described in the First Offer Notice to anyone to whom Landlord desires on any terms Landlord desires, and Tenant's right of first notice shall terminate as to the First Offer Space described in the First Offer Notice. If Tenant timely exercises its right of first offer as above provided, Landlord and Tenant shall execute an amendment to the Lease adding the First Offer Space described in the First Offer Notice to the Premises upon the same non-economic terms as applicable to the initially demised Premises and the Economic Terms contained in the First Offer Notice.

EXHIBIT F

ATTACHED TO AND FORMING A PART OF  
LEASE AGREEMENT  
DATED AS OF JUNE 10, 2019  
BETWEEN  
LANDMARK ACQUISITIONS, LLC, AS LANDLORD,  
AND  
VOLUNTERS OF AMERICA OF OHIO AND INDIANA INC., AS TENANT

Temporary Space – Floor Plan

4<sup>th</sup> Floor



## AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (“**this Amendment**”) is made effective as of September \_\_\_, 2019, by and between LANDMARK ACQUISITIONS, LLC, an Indiana limited liability company (“**Landlord**”), and VOLUNTEERS OF AMERICA OF OHIO AND INDIANA INC., an Ohio non-profit corporation (“**Tenant**”).

### RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement dated June 10, 2019 (the “**Lease**”), pursuant to which Landlord leased to Tenant certain office space (the “**Premises**”) on the eighth floor of the building known as Landmark Center, located at 1099 North Meridian Street, Indianapolis, Indiana 46204.

B. Pursuant to the terms of the Construction Rider (Exhibit C) to the Lease, Landlord agreed to construct certain Tenant Improvements in the Premises, and under Section 1.3 of said Construction Rider Landlord agreed to provide Tenant with an Allowance to pay for the same.

C. The cost of the Tenant Improvements has exceeded the Allowance, and Landlord has agreed to an increase in the amount of the Allowance, on the condition that Tenant reimburse Landlord for such increase by amortizing the same over the last 120 months of the term of the Lease and including such amortized amount in the monthly amount of Base Rent due under the Lease.

D. Landlord and Tenant desire to amend the Lease to provide for such increase in the Allowance and in the monthly Base Rent payment.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.

2. Increase in Allowance for Tenant Improvements. Landlord and Tenant agree that the Allowance set forth in Section 1.3 of the Construction Rider is increased by Fifty-one Thousand Six Hundred Ninety and 00/100 Dollars (\$51,690.00).

3. Increase in Base Rent. Landlord and Tenant agree that Base Rent payable under Section 3.1 of the Lease shall be increased for each installment payable throughout the last 120 months of the initial Term of the Lease by the amount of Six Hundred Eighty-three and 09/100 Dollars (\$683.09) per month.

4. Continuing Effect. Except as amended herein, all terms and conditions of the Lease remain in full force and effect. In the event of any conflict between the terms and conditions contained in this Amendment and the terms and conditions contained in the Lease, the terms and conditions of this Amendment shall control.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be executed and delivered as of the day and year first above written.

**LANDMARK ACQUISITIONS, LLC,**  
an Indiana limited liability company

By Fairbridge Partners, LLC, its Sole Member

By \_\_\_\_\_  
Dmitry I. Gordeev, Its Manager

**VOLUNTEERS OF AMERICA OF OHIO  
AND INDIANA INC.,** an Ohio non-profit  
corporation

By \_\_\_\_\_  
Its \_\_\_\_\_

EXHIBIT B

RENT FOR SUBLEASED PREMISES

1. BASE RENT. During the Term of this Sublease and until such Sublease is amended or terminated as provided herein, Subtenant shall pay Landlord (or if directed by VOA, to VOA) “**Base Rent**” in the following amounts:

<u>Dates</u>	<u>Amount (per sq. ft.)</u>	<u>Monthly Rent (\$)</u>
Sublease Commencement Date – April 30, 2021	\$0.00	\$0.00
May 1, 2021 – April 30, 2022	\$19.30	\$19,927.25
May 1, 2022 – April 30, 2023	\$19.78	\$20,422.85
May 1, 2023 – April 30, 2024	\$20.28	\$20,939.10
May 1, 2024 – April 30, 2025	\$20.78	\$21,455.35
May 1, 2025 – April 30, 2026	\$21.30	\$21,992.25

2. RENT DIFFERENTIAL. The parties agree and acknowledge that the Base Rent schedule above does not match the Base Rent due by VOA under the Master Lease, as a result of an annual Base Rent increase under the Master Lease having already taken effect and future annual Base Rent increases taking effect on different schedules (the “**Rent Differential**”). VOA agrees that it will timely pay the amount of the Rent Differential to Landlord.

EXHIBIT C

VOA FURNITURE

Furniture that will be left for Subtenant's use during this Sublease:

- 1) All chairs and desks, with one side cabinet for file folders in every office and cubicle; except for the following:
  - a. CEO office (corner office in the middle of the property adjacent to hallway and in front of supply closet.) Only a rectangular table will remain.
- 2) Small Conference Room tables and Chairs
- 3) Large Conference Room Chairs and TV
- 4) Fridge and Microwave in the kitchen Area

For clarification purposes items that will not be left for Subtenants Temporary use during the sublease:

- 1) The Large Conference table, Shared Space and kitchen tables with their raised chairs.
  - a. that includes, the long one in the large conference, high tables in shared space areas (which are two of them), and the table in the kitchen with its respective chairs.
- 2) CEO furniture except for rectangle table in that office.
- 3) All computers, phones and TVs, except for the large 80" TV in the large conference room
  - a. The technology connected to TV (Camera, computer, speakers).
- 4) Non- Mistch furniture like filing cabinets in storage or in specific office.
- 5) VOA Signage
- 6) Water cooler will be removed as it is leased.