State of Indiana Office Lease

Contract #0000000000000000000077457

This Lease is entered into by and between HPT INDIANAPOLIS 101-115 WEST WASHINGTON, LLC (hereinafter referred to as "**Landlord**") and the State of Indiana, acting by and through the Indiana Department of Administration, for and on behalf of the Indiana Office of Utility Consumer Counselor (hereinafter referred to as "**Tenant**"). The signatories for the Landlord and Tenant warrant and represent that they have been duly authorized to execute this Lease on behalf of the Landlord and Tenant respectively.

In consideration of the promises and obligations specified in this Lease, Landlord and Tenant (collectively the "**Parties**") agree as follows:

1. DESCRIPTION OF PREMISES LEASED.

Tenant agrees to lease from Landlord and Landlord agrees to lease to Tenant certain office space consisting of approximately 18,071 rentable square feet ("RSF") (the "**Leased Premises**"). The space to be leased is located in Suite 1500 South, on the 15th floor of the building commonly known as the PNC Center located at 115 West Washington Street, in the City of Indianapolis, County of Marion, and State of Indiana ("**Building**"). The location of the Building is more fully described in the legal description attached as **Exhibit A**, which is fully incorporated herein.

2. TERM OF LEASE.

This Lease shall be effective for a period of ten (10) years, commencing on January 1, 2024 (the "**Commencement Date**") and ending on December 31, 2033, unless terminated or extended pursuant to any provision hereof. "**Landlord's Work**" as described in the work letter and floor plan attached as **Exhibits C** and **B** respectively, shall be Substantially Completed by the Commencement Date.

The Parties agree that Tenant's current lease ("**Existing Lease**") for the Leased Premises dated May 2, 2017, is scheduled to expire on December 31, 2026. Effective upon full and final execution of this Lease, the Existing Lease shall be deemed terminated retroactive to December 31, 2023, and this Lease shall thereafter be controlling.

3. CONSIDERATION.

A. **Base Rent.**
The total agreed Base Rent, not including Tenant's share of excess operating expenses to be paid pursuant to subsection B below, for the entire term of this Lease, excluding any renewal terms, shall not exceed the sum of **$4,188,057.24**, payable in consecutive monthly installments thirty (30) days in arrears according to the rental schedule below:

Time Period	Monthly	Annual	Base Rent Per Square Foot
January 1, 2024- December 31, 2024	$30,503.38	$366,040.56	$20.26
January 1, 2025- December 31, 2025	$32,377.21	$388,526.52	$21.50
January 1, 2026- December 31, 2026	$33,130.17	$397,562.04	$22.00
January 1, 2027- December 31, 2027	$33,883.13	$406,597.56	$22.50
January 1, 2028- December 31, 2028	$34,636.08	$415,632.96	$23.00

January 1, 2029- December 31, 2029	$35,389.04	$424,668.48	$23.50
January 1, 2030- December 31, 2030	$36,142.00	$433,704.00	$24.00
January 1, 2031- December 31, 2031	$36,894.96	$442,739.52	$24.50
January 1, 2032- December 31, 2032	$37,647.92	$451,775.04	$25.00
January 1, 2033- December 31, 2033	$38,400.88	$460,810.56	$25.50

Tenant reimburses Landlord for its proportionate share of property taxes in the total agreed Base Rent, which, subject to Tenant's payment of Additional Rent pursuant to Section B below, is included within the monthly payments. These amounts are subject to reduction or reimbursement or credit as a result of a property tax exemption as detailed in Section 38, Real Estate Taxes.

B. **Additional Rent.**

It is further agreed that the Tenant shall be required to pay Additional Rent under the circumstances set out in this Section. Beginning on the first anniversary of the Commencement Date of the Lease and annually thereafter for the balance of the Term, Tenant shall reimburse Landlord its proportionate share of the actual costs in excess of Base Year Operating Expenses and Taxes (hereinafter defined) incurred by Landlord for Tenant's use of the Leased Premises as described herein, adjusted to the basis of 95% occupancy of the Building, if the actual occupancy by tenants for such year averaged less than 95% (hereinafter referred to as "Additional Rent"). Only those expenses that vary by occupancy shall be grossed up.

Notwithstanding any provision of this Lease to the contrary, the "Controllable Operating Expenses" used to calculate the Additional Rent for each calendar year shall be subject to a cumulative cap of five percent (5%) per year over the Base Year Amount (the "Operating Expenses Cap"), with the exception of any increases in operating costs with respect to snow removal, janitorial services, and any on-site utilities ((the "Uncontrollable Operating Expenses"). For example, if Operating Expenses (exclusive of Uncontrollable Operating Expenses) during the Base Year were $100,000.00, the cap on Operating Expenses (exclusive of Uncontrollable Expenses) for the 3rd full Comparison Year would be $115,762.50 ($100,000 times 1.05 times 1.05 times 1.05). **Uncontrollable Operating Expenses** with respect to any Calendar Year means the aggregate of all actual expenses for on-site utilities and snow removal incurred by Landlord during such calendar year. Controllable Operating Expenses shall mean and refer to those operating costs, the prices of which are under the direct control of the Landlord. A detailed breakdown of both Controllable and Uncontrollable Operating Expenses should be included in the Year-End Statement.

(1) "Operating Expenses" with respect to any calendar year shall mean the aggregate of all of Landlord's actual, out-of-pocket expenses incurred in connection with the operation, repair, replacement and maintenance (as qualified below with respect to capital expenditures) of the Project as is necessary to keep the Building, parking garage and the Common Areas in good order, condition and repair with respect to the operation, maintenance and repair of a first class office building in Indianapolis, Indiana. The land, Building (including the parking facilities) and Common Areas are collectively referred to as the "**Project**." "**Complex**" shall mean the Project and the Building, land and common areas known as the Atrium, the Hyatt Regency Hotel, the Arts Garden and the associated parking garage. If the Building is connected to other buildings, including buildings in the Complex, by underground tunnels or elevated bridges over public streets, Common Areas will include such bridges and tunnels. If Landlord incurs Taxes for the Project together with one or more other buildings or properties in the Complex, such shared Taxes shall be equitably prorated and apportioned to the various buildings in the Complex in the proportion that the RSF for each building bears to the total RSF for the Complex, or on any other equitable basis that Landlord selects. Landlord incurs Expenses for the Project together with one or more other buildings or properties in the Complex, such shared Expenses shall be equitably prorated and apportioned to the various buildings in the Complex in the

proportion that the RSF for each building bears to the total RSF for the Complex, or on any other equitable basis that Landlord selects.

Such Operating Expenses shall be determined in accordance with sound management and generally accepted accounting principles. Notwithstanding the foregoing, the following shall not be included as part of the Operating Expenses:
-depreciation;
-interest on, and amortization of, mortgages or other similar indebtedness secured by the Building;
-leasehold improvements, including painting, made for other tenants of the Building or made in order to prepare any portion of the Building for occupancy by a new tenant;
-brokerage commissions;
-financing costs;
-the cost of repairs or restoration necessitated by condemnation;
-franchise taxes, gross receipts taxes and income taxes of Landlord;
-the cost of any item or items for which Landlord is reimbursed by insurance, reimbursed by other tenants of the Building, or otherwise compensated;
-the cost of any work or service performed for any tenant of the Building to a greater extent or in a more favorable manner than that is furnished generally to Tenant or other occupants of the Building;
-rent under any ground lease and/or underlying leases;
-the cost of any electric current furnished separately to any other tenant through metering or any other means;
-compensation of any kind paid by any means to officers and executives of Landlord above the level of asset manager;
-any cost representing an amount paid to a corporation or entity which is controlled or under common control with Landlord which is in excess of the amounts which would be paid in the absence of such relationship;
-advertising and promotional expenses incurred in leasing of the Building;
-the cost of correcting defects in the construction of the Leased Premises, or other parts of the Building;
-the cost of any architectural additions to the Building that result in a larger building;
-capital expenditures for depreciable Building improvements, structural repairs, tenant improvements or initial landscaping, except that these expenditures may be amortized at the then-current prime rate of interest over the improvement's useful life (as determined in accordance with GAAP and/or IRS guidelines), and the annualized amortized amounts may be charged to Tenant as Operating Expenses, but only during the Lease term;
-expenditures and capital outlays to bring the Building into compliance with the ADA (defined below) or other applicable state, federal, or local statutes, regulations, rules, guidelines, and directives in effect and applicable to the Building as of the date of this Lease;
-any expenses resulting from the negligence of Landlord, its agents, servants or employees;
-any bad-debt loss, rent loss or reserves for bad debts or rent loss;
-all interest or penalties incurred as a result of Landlord's failing to pay any Operating Costs or real property taxes as the same shall become due, unless such delay shall be caused by Tenant or Tenant's agents;
-the cost of repair or renovation of any tenant space within the Building for the purposes of leasing or releasing said space to third parties or for any other purpose;
-any and all costs associated with the operation of the business of Landlord as a legal entity, as the same are distinguished from the costs of operation of the Building or Leased Premises;
-all charges for complying with laws, codes, regulations, or ordinances relating to hazardous materials; and

-any mark-up of the cost of utilities as billed by the utility service provider, with the exception of any utilities which are outside the scope of Section 8.

(2) "Taxes" shall mean and include all federal, state and local government taxes, assessments and charges of any kind or nature, whether general, special, ordinary or extraordinary, paid by Landlord in a calendar year with respect to the Building; provided, real estate taxes and special assessments (except as provided below) shall be included in Taxes for a calendar year only to the extent such taxes and assessments are paid during such calendar year, regardless of when assessed. Taxes shall include, without limitation, real estate and assessment, sales and use taxes (except to the extent included in Operating Expenses), ad valorem taxes, personal property taxes, any lease or lease transaction tax and all taxes, assessments and charges in lieu of, substituted for, or in addition to, any or all of the foregoing taxes, assessments and charges. In determining the amount of Taxes for any calendar year, the amount of special assessments to be included shall be limited to the amount of the installments (plus any interest payable thereon) of such special assessment required to be paid during such calendar year as if Landlord had elected to have such special assessment paid over the maximum period of time permitted by law. The amount of any refund of Taxes received by Landlord shall be credited against Taxes for the calendar year in which such refund is received. Taxes shall also include the amount of all fees, costs and expenses paid or incurred by Landlord each calendar year in seeking or obtaining any refund or reduction of Taxes or for contesting or protesting any imposition of Taxes, whether or not successful and whether or not attributable to Taxes assessed, paid or incurred in such calendar year. Notwithstanding any provision of this subsection to the contrary, Taxes shall not include any federal, state or local government income, franchise, capital stock, inheritance or estate taxes, except to the extent such taxes are in lieu of or a substitute for any of the taxes, assessments and charges previously described in this subsection.

(3) Base Year and Base Year Amount. For purposes of this Lease, Operating Expenses and Taxes for calendar year 2023 are to be considered the **"Base Year** or **2023 Base Year".** The "Base Year Amount" shall be an amount equal to the rentable rate per square foot of Operating Expenses and Taxes for the 2023 Base Year of the Lease grossed up, with respect to expenses that vary with occupancy, as if the Building were at 95% occupancy, multiplied by the square footage of the leased Premises.

(4) "**Tenant's Building Expense Percentage**" shall mean the quotient by dividing the rentable square footage of the Leased Premises by the total rentable area of the Building. The total rentable area of the Building **is** agreed to be <u>636,550</u> rentable square feet and the Tenants' Building Expense Percentage is agreed to be 2.84%.

(5) "**Tenant's Proportionate Share of Operating Expenses**" shall be an amount equal to the **remainder** of **(i)** the product of Tenant's Building Expense Percentage times the Operating Expenses and Taxes **less (ii)** Base Year Amount; provided, however, for purposes of the calculation, Tenant shall pay the lesser of the actual amount of the Controllable Operating Expenses grossed up as if the Building were at 95% occupancy or the amount subject to the Operating Expenses Cap as more particularly set forth in Section 3B hereinabove.

(6) Payment of Additional Rent. The amount of Tenant's Additional Rent including Uncontrollable Operating Expenses and Taxes above the Base Year Tax, if any, shall be estimated annually (on the first day of each calendar year during the Term) by Landlord, and written notice thereof shall be given to Tenant as promptly as reasonably possible following the end of the calendar year. Tenant shall pay to Landlord each month, at the same time the Base Rent payment is due and otherwise paid in accordance with Section 5, Method of Payment, an amount equal to one-twelfth (1/12) of the estimated annual amount of Additional Rent.

(7) Reconciliation of Additional Rent Amount. As promptly as reasonably possible following the end of the calendar year, and every calendar year thereafter, Landlord shall prepare and submit to Tenant as part of the monthly invoice required under Section 5, a statement showing Tenant's actual annual Additional Rent amount (the "Year-End Statement). In support of the Year-End Statement, Landlord shall provide verification, including a detailed breakdown, of actual Operating Expenses and Taxes on an annual basis to Tenant, upon request.

Within thirty five (35) days after receipt of such Year-End Statement, Tenant shall pay to Landlord, or Landlord shall credit against the next payment or payments due from Tenant, as the case may be, the difference between the Tenant's actual Additional Rent Amount for the preceding year and the estimated amount paid by Tenant during such year. If this Lease shall commence, expire or be terminated on a date other than the last day of a calendar year, then the Tenant's Additional Rent Amount for such partial calendar year shall be prorated on the basis of the number of days during the year this Lease was in effect in relation to the total number of days in such year.

As used in this Lease, "Rent" means (1) Base Rent; (2) Additional Rent; and (3) Taxes, if applicable. Rent shall be paid in arrears as described in Section 5.

C. **Landlord's Books and Records; Tenant's Audit Rights.**
Within twelve (12) months after the end of any Lease Year, and no more than once per year, upon thirty (30) days written notice to Landlord, Tenant (and/or its authorized representatives) may examine, inspect, audit, and copy the Landlord's records concerning Additional Rent for the prior calendar year of the Lease Term at Landlord's office during normal business hours. Tenant agrees to maintain the confidentiality of any information reviewed in conducting the audit and not to disclose such information to any other party, except as required by law. If Tenant's audit reveals that Landlord overstated the actual expenses for any calendar year, Tenant shall submit a written claim to Landlord ("Tenant's Audit Claim") that describes how the expenses have been overstated.

Within 30 days' receipt of Tenant's undisputed Audit Claim, Landlord shall reimburse Tenant for any overpayment and, if such audit reveals an overpayment by Tenant of more than 5% of the actual Operating Expenses, Landlord shall pay for Tenant's reasonable costs of conducting the audit. Otherwise, Tenant shall pay its own costs associated with such inspection and audit.

If Landlord disputes the results of any Tenant audit, Landlord may hire a certified public accounting firm to conduct an independent audit. Both parties will cooperate with such accounting firm so that it can make a determination so as to the validity of the Tenant's Audit Claim. Following Landlord's audit, the parties may agree to a different reimbursement amount or may resolve any remaining dispute as provided in Section 23 herein.

4. OPTION TO RENEW. Landlord grants to Tenant an option to renew this Lease for an additional term of five (5) years. The renewal agreement will be under the same terms and conditions as the existing agreement, with the base rent payment being equal to or less than the Market Rent determined as set forth below. Tenant may exercise the renewal option by submitting in writing to Landlord a notice of renewal no later than nine (9) months prior to the expiration of the Lease.

(a) Rent during the renewal term shall increase, if at all, in accordance with the increases set forth in the determination of the Market Rent rate (as defined below). Rent attributable to the Leased Premises shall be payable in monthly installments in accordance with the terms and conditions of the Lease.

(b) All other terms of this Lease, except this Option to Renew and that no Landlord's work or allowances detailed and attached hereto as Exhibit C, if any, shall apply during the extension term.

(c) Within thirty (30) days after Landlord's receipt of the renewal option notice, Landlord shall compute the Market Rent rate (as defined below) and shall notify Tenant in writing of the resulting amount ("**Determination Notice**").

(d) Tenant, within fifteen (15) business days after Tenant's receipt of the renewal option notice, shall either (i) give Landlord written notice ("**Binding Notice**") that Tenant accepts the rental rate for the Leased Premises for the renewal term described in the Determination Notice, in which event the parties shall enter into the Extension Amendment as described below, or (ii) if Tenant disagrees with Landlord's determination of the applicable rental rate for the leased Premises during the renewal term, provide Landlord with written notice of rejection (the "**Rejection Notice**"). If Tenant fails to provide Landlord with either a Binding Notice or Rejection Notice within such fifteen (15) business day period, this Option to Renew shall be null and void and of no further force and effect.

(e) If Tenant timely provides Landlord with a Rejection Notice, Landlord and Tenant shall work together in good faith to agree upon the Market Rent rate for the Premises during the renewal term. When Landlord and Tenant have agreed upon the Market Rent rate for the Leased Premises, such agreement shall be reflected in a written agreement between Landlord and Tenant, whether in a letter or otherwise (and such shall be deemed a Binding Notice, for purposes herein), and Landlord and Tenant shall enter into the Extension Amendment in accordance with the terms and conditions hereof.

(f) If Landlord and Tenant are unable to agree upon Market Rent for the Leased Premises within thirty (30) days after Landlord's receipt of the Rejection Notice, this Renewal Option shall be deemed to be null and void and of no force and effect.

(g) "**Market Rent**" for the applicable Renewal Term shall mean the market annual rental rate for the Premises, based on renewing tenancies (for a term comparable to the time period in question) covering office space of comparable size and quality to the Premises in comparable buildings in comparable location and market, including the Building, and the rent for which such renewal tenancy was determined and commenced within twelve (12) months before the Determination Date, taking into account all pertinent factors including but not limited to Tenant's credit worthiness, tenant improvement allowance, rental abatement and other concessions.

(h) Time is of the essence of this Option to Renew. This Option to Renew shall be void if Tenant fails to exercise it precisely according to each and all of the conditions stated above.

5. METHOD OF PAYMENT.

A. The Landlord shall submit a monthly invoice (in arrears), directly to Tenant. The invoice must contain an invoice number, description of the service(s) for which the Tenant is being billed (rent, additional rent, utilities, leasehold improvements, etc.) remittance address, and the amount due. No invoice shall be paid for any month before the first day of the month following the month for which leased space was provided. Landlord must submit final claims for payment within sixty (60) calendar days after the expiration date of this Lease or the State of Indiana may elect to deny payment.

B. The term of this Lease shall commence on either the first (1st) day or the fifteenth (15th) day of the calendar month. If the term begins on the 15th of the month, the first and last payment will be for half (½) the monthly rent.

C. Late payments, if any, shall be determined and made in accordance with Indiana Code ("**IC**") 5-17-5-1.

D. Payments; Direct Deposit. All payments shall be made in arrears in conformance with Indiana ("**State**") fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Landlord in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Lease except as permitted by IC §4-13-2-20.

E. Should a waiver be approved by the Auditor of the State for the Direct Deposit defined in Subsection 5(D.) above, all payment obligations shall be made to the following person/company/agent, at the following address:

Send checks to:

By US Mail
HPT Indianapolis 101-115 West Washington, LLC
PO Box 780644
Philadelphia, PA 19178-0644

By Overnight Courier
Lockbox Services (780644)
HPT Indianapolis 101-115 West Washington, LLC
Lockbox #780644
Wells Fargo Bank
MAC Y1372-045
401 Market Street
Philadelphia, PA 19106

or

By ACH or Wire to:
Wells Fargo Bank, San Francisco, CA
ABA (for ACH) #121042882
ABA (for Wire) #121000248
Acct #4041735200
Acct Name: HPT Indianapolis 101-115 West Washington LLC

6. CONDITION OF PAYMENT. All services provided by the Landlord under this Lease must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Lease or performed in violation of federal, state, or local law.

7. GENERAL USES BY TENANT.

A. Tenant agrees that the leased Premises will be used and occupied for office and clerical work to be performed by employees of Tenant. Any other use by Tenant must be approved by Landlord prior to such use.

B. Tenant shall not make any alterations, additions, repairs, or improvements to the leased Premises unless agreed to by Landlord, which said agreement should not be unreasonably withheld.

C. Should Tenant require improvements during the term of this Lease the cost of which will not exceed twenty-five thousand dollars ($25,000), which such price shall include cost of labor and materials, said improvements shall be reasonably agreed to without amending this Lease. Should the improvements be made by Landlord on behalf of the Tenant, Tenant agrees to reimburse Landlord therefor after completion and approval of the improvements. Tenant shall not be permitted to request more than twenty-five thousand dollars ($25,000) of improvements over the term of this Lease, and Tenant's payment obligation for such improvements shall not exceed twenty-five thousand dollars ($25,000).

8. SERVICES TO BE PROVIDED BY LANDLORD.

A. Landlord shall provide the following services for the Leased Premises as specified below during the term of this Lease at all times during the Lease Term, at no additional cost to the Tenant, the costs of which shall be included in the definition of operating expenses and/or taxes pursuant to Section 3 of this Lease.

1) Routine janitorial services and supplies, including rest room supplies, replacement of light bulbs, and customary cleaning in and about the leased Premises, as more specifically described in **Exhibit D** attached hereto.

2) Heat, air conditioning, and ventilation when required for comfortable occupancy of the leased Premises and optimal functioning of the electrical equipment used in the business operations of Tenant to the following criteria:

Summer: Cool to 75 degrees (unless outside temperature exceeds 95 degrees, Landlord shall make reasonable efforts to cool to 75 degrees or below).

Winter: Heat to 70 degrees (unless outside temperature is below 15 degrees,
Landlord shall make reasonable efforts to heat to 70 degrees).

Fresh air to be provided based upon 20 cubic feet per minute of outside air per person at a density of 1 person per 200 occupied square feet, except when the outside temperature is above 90 degrees or below 15 degrees in which case the quantity of fresh air will be reasonably adjusted to provide for comfortable occupancy.

The temperature criteria for heating and cooling includes all of the Premises leased, for example, office space, IT/server room, conference rooms, lobby area, etc.

3) Gas, where applicable, and electricity.

4) System and fixtures to provide water for drinking, break room and lavatory purposes, including a reasonable amount of hot water; maintenance and repair of these systems.

5) Sewage services.

6) Lighting fixtures and light bulbs adequate to serve the Premises; replacement and repair of lighting fixtures and replacement of light bulbs, when necessary.

7) Parking: 10 unreserved parking spaces located within the parking garage below the Building at no additional cost throughout entire Lease Term.

8) Snow and ice removal from the parking areas and walkways to and around the Premises. (Snow to be removed when it reaches two (2) inches. Ice to be treated as needed.).

9) Installation and maintenance of building standard signage identifying Tenant on the directory and suite entrance, to be installed in an area agreed by Landlord and Tenant. Any reference to former tenant to be removed.

10) Smoke detectors, in adequate number and in functioning condition to serve the Premises. Smoke detectors must be hard wired into the buildings. Landlord shall inspect, maintain, repair, or replace smoke detectors as needed. Landlord shall visually inspect the smoke detectors annually to determine that the smoke detectors work properly, and every other year, sensitivity test the smoke detectors. The Premises shall have smoke detectors per applicable building codes.

11) Fire extinguishers, in adequate number and in functioning condition to serve the Premises. Landlord shall inspect, maintain, repair, or replace fire extinguisher devices on a regular basis at the Landlord's own expense. All fire extinguishers shall conform to all Local, State, and Federal statutes and regulations.

12) Exit signs to be conspicuously posted at each egress from the Premises or the building. Exit signs shall comply with the requirements of IFC 1003.2.13.5.5.

13) Pest control when needed.

14) Trash Removal (scavenger service).

15) Lawn maintenance, where applicable.

16) Building, grounds, Leased Premises and appurtenances in every part kept clean, sanitary free from all accumulations of substantial debris, filth, rubbish, garbage, rodents, and vermin, and all areas under the control of the Landlord.

17) Accommodation and coordination for recycling of office paper, newspaper, corrugated cardboard, and beverage containers in keeping with the State's Greening the Government recycling requirements.

B. Landlord agrees to maintain the Premises in a condition that is secure, safe, habitable, and appropriate to the needs and uses of Tenant. All maintenance, upkeep and repair for the Premises, and its systems, including those features necessary to maintain sufficient security, shall be the responsibility of Landlord and shall be provided at Landlord's expense. Upon notice from Tenant of any condition requiring repair or maintenance, Landlord shall promptly make the required repairs and perform the required maintenance. Should repair or maintenance be the result of Tenant negligence, Landlord will invoice Tenant upon completion of the work performed. Tenant will reimburse Landlord as promptly as possible.

C. Landlord promises and agrees that should it fail to make repairs in a timely, proper and satisfactory manner after notice is provided by Tenant, or after its own inspection reveals a need for repairs, Tenant may make such repairs and set off against the rent the cost of such repairs from the date of notice. The rent shall abate until the total cost of repairs incurred by Tenant shall be recovered.

D. Tenant acknowledges and agrees that in order for Landlord to fulfill its obligation to maintain and repair the Premises, Landlord shall have the right to enter the Premises throughout the term of this Lease. However, due to the security system that may be in place, Landlord must enter at times agreed to by Tenant, for the purposes of inspection and making repairs, except in the event of an emergency. Landlord shall be entitled to bring upon the Premises, at times agreed to by the Tenant, workmen and materials necessary to provide maintenance and complete repairs. However, this right shall not relieve Landlord of the responsibility for the quality of repair work to be performed or the effects of repairs, or from liability for the actions of its agents and employees in performing the repairs.

E. If Tenant remains in compliance with this Lease; Tenant shall have the peaceful and quiet enjoyment of the Premises except as provided in Subsection 8(D.) above.

F. Landlord acknowledges and agrees that the Premises and all facilities shall conform to applicable provisions of the Indiana State Fire and Building Codes, and applicable Municipal Fire and Building Codes.

G. Landlord further agrees to provide access, parking and meet any other requirements for persons with disabilities in conformance with Local, State and Federal statutes and regulations including those current laws and regulations required by The Americans with Disabilities Act (ADA) 42 USC 12101 *et seq.*, 1990.

H. Business Hours shall be From 7:00 a.m. to 6:00 p.m. on Monday through Friday and from 8:00 a.m. to 1:00 p.m. Saturday, excepting: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, any holidays observed by the union servicing the Building, if any, in accordance with their contract and other legal holidays commonly observed in similar class office buildings in the locale of the Building ("**Holidays**"). Each Holiday will be observed on the applicable date observed by the United States government. Tenant shall have access to the Premises 24 hours per day, 365 days per year.

9. INSURANCE.

A. Landlord, at its cost and expense, shall maintain in full force and effect casualty and public liability insurance, with the State of Indiana named as an additional insured, throughout the Lease Term in accordance with the following:

1) A policy of general liability insurance covering any and all claims for injury to or death of persons and damage to property occurring in or on the Premises, the Common Areas, or the Building in an amount not less than **seven hundred thousand dollars ($700,000.00)** for injury to or death of any one person; **five million dollars ($5,000,000.00)** for injury to or death of more than one person in the same accident or occurrence; and **fifty thousand ($50,000.00)** for damage to property arising out of any one accident or occurrence; and

Broad form fire and extended coverage insurance on the Leased Premises, the Common Areas, the Building, and all fixtures, equipment, appliances and personal property located in or used in connection with the Common Areas and the Building for their full insurable value on a replacement cost basis.

B. Landlord shall furnish to Tenant a Certificate of Insurance showing that the casualty and broad form fire and extended coverage insurance described in Section 9 (A) is in full force and effect and may not be canceled or materially altered without thirty (30) days prior written notice to Tenant. Landlord shall furnish or shall cause its insurance agent to furnish to the Indiana Department of Administration, Leasing Section, a copy of such certificate at the time Landlord receives the executed Lease from the State. In addition, annually, and in the event of any assignment of this Lease by Landlord, Landlord shall provide or shall cause its assignee to provide updated Certificates of Insurance or copies of such certificates, as applicable, pursuant to the above, to the Tenant and the Department of Administration, within ten (10) days of the anniversary of the effective date of this Lease and within ten (10) days of the effective date of such assignment.

10. ACCESS TO RECORDS. The Landlord and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Lease. They shall make such materials available at their respective offices at all reasonable times during this Lease term, and for three (3) years from the date of final payment under this Lease, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

11. LOSS OF USE BY TENANT. In the event the Premises are made untenable or partially or totally destroyed by fire, explosion, or other casualty, provided such total or partial destruction is not caused by Tenant, its employees or agents:

A. The Leased Premises shall be repaired as speedily as possible, at Landlord's expense;

B. However, if such repairs are not or cannot be completed within 180 days of the casualty, either party may elect to terminate this Lease by notifying the other party in writing within thirty (30) days of the casualty, and rent shall abate and be paid only to the date of the casualty. In the event Landlord restores the Leased Premises within 180 days, rent shall be equitably reduced to reflect the diminution in value of the Leased Premises until such time as Landlord restores the Leased Premises so as to permit Tenant to enjoy the full use of the entire Leased Premises;

C. Landlord and Tenant can agree in writing to continue the Lease from the undamaged portion of the Premises at a rent apportioned according to the usable office space available. If the Premises are unusable during the restoration period, the rent shall abate during this period.

12. INSTALLATION OF FIXTURES. Tenant shall have the right to install, place and maintain all business fixtures, equipment and furniture necessary and required for use by Tenant, its agents, officers and employees, in the conduct of its business, and Tenant shall have the right to remove such business fixtures, equipment, and furniture upon termination of the Lease provided Tenant reasonably repairs damage caused by removal.

13. ASSIGNMENT AND SUBLETTING.

A. Tenant shall not assign this Lease, sublet the Premises or any part thereof, or permit the use or occupancy of any part of the Premises, by anyone other than Tenant, its officers, agents, or employees, without the prior consent of Landlord. The Landlord shall not unreasonably withhold its consent to allow assignment or subletting. However, the Tenant shall have the right to assign or sublet the Premises to another department or agency of State of Indiana subject to the prior written approval of Landlord, which shall not be unreasonably withheld, delayed or conditioned. It shall be reasonable for Landlord to withhold consent to a changed use which, in Landlord's good faith business judgement, is not consistent with the character and quality of the Building and its other tenants, or which Landlord in good faith believes would be detrimental to the Building.

B. Landlord agrees to bind its successors and assignees to all the terms and conditions of this Lease. In the event of such an assignment, whether by sale of the building or other transfer, and at the request of Landlord, the Parties will enter into an amendment substantially similar to the sample amendment attached to this Lease as **Exhibit E**, recognizing the substitution of party to the Lease. **Landlord shall use reasonable efforts to provide ninety (90) calendar days prior written notice to Tenant of Landlord's assignment or other ownership transfer in order to reduce the risk of delayed payments under the Lease amendment.**

14. ABANDONMENT OF PREMISES. Tenant understands and agrees that if it abandons the Premises during the term of this tenancy, Tenant shall not be relieved of its duties and obligations under the Lease. Exercise of Tenant's rights under Section 31 or Section 37 shall not constitute abandonment. Landlord, however, promises that if Tenant fails to exercise its right to perform under the Lease, Landlord shall in good faith use its best efforts to relet the Premises and set off against the consideration due from Tenant any rent collected from others for their use of the Premises. Nothing in this clause shall prevent Landlord or Tenant from negotiating a termination of this Lease.

15. SURRENDER AND HOLDING OVER.

A. Upon the expiration or termination of this Lease, Tenant shall remove all of its goods, fixtures, and other movable personal property and surrender the Premises to Landlord in the same condition as the Premises were at the beginning of the Lease, ordinary wear and tear, and damage by the elements, excepted.

B. In the event Tenant remains in possession of the leased Premises after this Lease has expired or been terminated, the resulting tenancy shall be construed as a tenancy from month-to-month and monthly rental shall remain the same as the rent being paid at the time the holdover occurs; either Tenant or Landlord may terminate such Hold Over with thirty (30) days prior written notice to the other.

16. MEMORANDUM OF LEASE. Upon request by Tenant or Landlord, a Memorandum of Lease in recordable form shall be executed by both parties and recorded in conformance with the laws of the State of Indiana. To be recorded in Marion County.

17. INDEMNIFICATION. The Landlord agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Landlord and/or its subcontractors or sub-landlords, if any, in the performance of this Lease. The State shall not provide such indemnification to the Landlord. Landlord may look to IC § 34-13-3 of the Indiana Tort Claims Act and IC § 34-30-9-2 for allowable protection in this area.

18. GOVERNING LAW. This Lease shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

19. DEFAULT BY LANDLORD.

A. Landlord shall be in default for failure to perform any of its obligations under this Lease thirty (30) days after Tenant has notified Landlord in writing of the specific obligations not being performed. Default by Landlord shall entitle Tenant to withhold Rent until the default is cured or to terminate this Lease should Landlord fail to cure the default within ninety (90) days after Tenant has provided written notice of the default to Landlord.

B. Repeated and unexcused failure by Landlord to comply with one or more requirements of this Lease after Tenant has notified Landlord in writing of the specific obligations not being performed shall constitute a default even if one or all such failures shall have been timely cured pursuant to this clause.

C. Should Tenant terminate this Lease due to default by Landlord, Tenant shall be entitled to the following damages:

1) All reasonable administrative and other costs borne by Tenant in procuring a replacement lease or leases of similarly sized space in the same trade area as the Building and for the remainder of the Term.

2) Such other, additional relief as may be provided for in this Lease, at law or in equity.

3) Damages to which the Tenant may be entitled under this clause shall be due and payable sixty (60) business days following the date Landlord receives notice from Tenant specifying such damages provided that no such damages shall be payable in the event Landlord disputes the termination or the amount of damages in accordance with Paragraph 24, below.

20. DEFAULT BY TENANT. Tenant shall be in default for failure to perform any of its obligations under this Lease thirty (30) days after Landlord has notified Tenant in writing of specific obligations not being performed. Default by Tenant shall entitle Landlord to any remedy afforded it by Indiana law.

21. FORCE MAJEURE. In the event that either party is unable to perform any of its obligations under this Lease, or to enjoy any of its benefits, because of natural disaster, or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything reasonably possible to resume performance. Upon receipt of such notice, all non-monetary obligations under this Lease shall be immediately suspended until the affected party is able to resume performance. If the period of nonperformance exceeds ninety (90) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Lease. Under no circumstances shall any event of Force Majeure excuse payment of Rent or any other monetary or financial obligation of either party. Monetary inability does not constitute a Force Majeure Event.

22. PENALTIES – INTERESTS – ATTORNEY'S FEES. Tenant will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5-1 et seq., IC 34-54-8-5, and IC 34-13-1-6. Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

23. DISPUTES.

A. Should any disputes arise with respect to this Lease, Landlord and Tenant agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

B. The parties agree that the existence of a dispute notwithstanding, each of them will continue without delay to carry out all their/its respective responsibilities under this Lease that are not affected by the dispute. Should the Landlord or Tenant fail to continue to perform its responsibilities with regard to all non-disputed work without delay, any additional costs incurred by Tenant or Landlord as a result of such failure to proceed shall be borne by the party who fails to continue such performance. If Tenant and Landlord cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute then the following procedure shall apply:

C. If the parties are unable to resolve a Lease dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written amendment to this Lease if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Landlord of one or more invoices not in dispute in accordance with the terms of this Lease will not be cause for the Landlord to terminate this Lease, and the Landlord may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

24. MODIFICATION OF LEASE. This Lease constitutes the entire agreement between the Parties. No understandings, agreements, or representations, oral or written, not specified within this Lease will be valid provisions of this Lease. This Lease may not be modified, supplemented or amended, except by written agreement signed by all necessary Parties.

25. MISCELLANEOUS PROVISIONS.

A. No waiver of any condition or covenant of this Lease or failure to exercise a remedy by either Landlord or Tenant shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, or remedy.

B. Landlord and Tenant agree that this Lease and all acts done in compliance with this Lease shall not be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

C. This Lease, upon completion, contains the entire agreement between the Parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this Lease.

26. LIENS. Tenant agrees that it shall not cause any liens to be filed as a result of any work done on its behalf; however, should such a lien be filed, Tenant agrees to discharge such lien within thirty-five (35) days of receipt of notice of the lien.

27. HAZARDOUS MATERIALS. Landlord, to the best of its knowledge, guarantees that the Premises are in environmentally sound condition at the time of the execution of this Lease. Both Landlord and Tenant agree that they shall not cause, allow or permit any Hazardous Material to be brought upon, generated, manufactured, stored, handled, disposed of or used at, on, about or beneath the Premises or any portion of the Premises.

28. DEBARMENT AND SUSPENSION.

A. The Landlord certifies by entering into this Lease that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Lease by any federal agency or by any department, agency or political subdivision of the State. The term “principal” for purposes of this Lease means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Landlord.

B. The Landlord certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Lease and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Landlord shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State’s request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Lease.

29. COMPLIANCE WITH LAWS.

A. The Landlord shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Lease shall be reviewed by the State and the Landlord to determine whether the provisions of this Lease require formal modification.

B. The Landlord and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq*., IC § 4-2-7, *et seq*. and the regulations promulgated thereunder. **If the Landlord has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Lease, the Landlord shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Lease.** If the Landlord is not familiar with these ethical requirements, the Landlord should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General’s website at http://www.in.gov/ig/. If the Landlord or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Lease immediately upon notice to the Landlord. In addition, the Landlord may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Landlord certifies by entering into this Lease that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Landlord agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Landlord. Additionally, further work or payments may be withheld, delayed, or denied and/or this Lease suspended until the Landlord is current in its payments and has submitted proof of such payment to the State.

D. The Landlord warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Landlord agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Lease.

E. If a valid dispute exists as to the Landlord's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Landlord, the Landlord may request that it be allowed to continue, or receive work, without delay. The Landlord must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Landlord warrants that the Landlord and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Lease and grounds for immediate termination and denial of further work with the State.

G. The Landlord affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

(1) The Landlord and any principals of the Landlord certify that:

(A) the Landlord, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the Landlord will not violate the terms of IC § 24-4.7 for the duration of the Lease, even if IC § 24-4.7 is preempted by federal law.

(2) The Landlord and any principals of the Landlord certify that an affiliate or principal of the Landlord and any agent acting on behalf of the Landlord or on behalf of an affiliate or principal of the Landlord, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the Lease, even if IC §24-4.7 is preempted by federal law.

30. EMPLOYMENT ELIGIBILITY VERIFICATION. As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

31. FUNDING CANCELLATION. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

32. CONFLICT OF INTEREST.

A. Paragraphs B through E of this Section apply if the Landlord is an individual, a corporation that issues stock to individuals representing ownership shares of the corporation, a partnership, a limited liability company, or any other form of business organization or association the members or owners of which could receive a personal financial benefit or increase in personal net worth attributable to income or profits received by the organization (exclusive of compensation in the form of salary or wages paid for services rendered to the organization). This Section, other than Paragraph F, does not apply if the Landlord is a nonprofit corporation, a school or university that is not organized or operated for the financial benefit or profit of individual owners, or an agency of a political subdivision or other governmental organization.

B. As used in this Section:

"Immediate family" means the spouse and the unemancipated children of an individual.
"Interested party" means:

(1) The individual executing this Lease;

(2) An individual who has an interest of three percent (3%) or more of the Landlord, if the Landlord is not an individual; or

(3) Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.
"Commission" means the State Ethics Commission.

C. The Department may cancel this Lease without recourse by the Landlord if any interested party is an employee of the state of Indiana.

D. The Department will not exercise its right of cancellation under paragraph C above if the Landlord gives the Department an opinion by the Commission indicating that the existence of this Lease and the employment by the state of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of state of Indiana employees. The Department may take action, including cancellation of this Lease, consistent with an opinion of the Commission obtained under this Section.

E. The Landlord has an affirmative obligation under this Lease to disclose to the Department when an interested party is or becomes an employee of the state of Indiana. The obligation under this Section extends only to those facts which the Landlord knows or reasonably could know.

33. DRUG-FREE WORKPLACE CERTIFICATION.

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Landlord hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Landlord will give written notice to the State within ten (10) days after receiving actual notice that the Landlord, or an employee of the Landlord in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of rent payments, termination of this Lease and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Lease is in excess of $25,000.00, the Landlord certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Landlord’s workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Landlord’s policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Landlord of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

34. NON-DISCRIMINATION CLAUSE.

Pursuant to the Indiana Civil Rights Law, specifically including IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Landlord covenants that it shall not discriminate against any employee or applicant for employment relating to this Lease with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Landlord certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Lease, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Landlord or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Landlord and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

35. NOTICE. All notices required to be given under this Lease will be made in writing and will be E-mailed or sent by first class U.S. mail to the parties, as follows:

A. Notices to the Landlord:
HPT Indianapolis 101-115 West Washington, LLC
21860 Burbank Blvd Suite 300 South
Woodland Hills, CA 91367
Attn: Asset Manager
Email: assetmanager@101WWashington.hertzgroup.com

With a copy to:
115 West Washington Street, Suite 210 S
Indianapolis IN 46204
Attention: Property Manager
Email: propertymanager@101WWashington.hertzgroup.com

B. Notices to the Tenant:
Indiana Office of Utility Consumer Counselor
115 W. Washington Street
Suite 1500 S
Indianapolis, Indiana 46204
Attention: Director of Business Operations
Email: korton@oucc.in.gov (or designated successor's email address)

With a copy to:
Commissioner, Department of Administration
Indiana Government Center South
402 W. Washington Street, Rm W479
Indianapolis IN 46204
Attention: Deputy Commissioner
Email: sharless@idoa.in.gov (or designated successor's email address)

36. LOBBYING ACTIVITIES.

A. Pursuant to 31 U.S.C. S 1352, and any regulations promulgated thereunder, Landlord hereby assures and certifies that no federally appropriated funds have been paid, or will be paid, by or on behalf of Landlord, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal lease, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal lease, grant, loan, or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with this agreement, Landlord shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

37. TERMINATION FOR CONVENIENCE.

Tenant shall have an ongoing right to cancel the Lease after the thirty-sixth (36th) month of the Lease, in the event Tenant elects to move into a State of Indiana owned building, by providing Landlord a minimum of twelve (12) months prior written notice. Termination shall occur without penalty to Tenant. In the event that this Lease is terminated under this Paragraph 38, Tenant shall pay Landlord a sum equal to Landlord's unamortized Tenant Improvement incurred in connection with this Lease at an annual interest rate of eight percent (8%) on or before the termination date as an express condition precedent to the cancellation of this Lease as shown and attached hereto as **Exhibit F**.

38. REAL ESTATE TAXES.

A. Landlord shall file an Application for Property Tax Exemption (the "Exemption") with the County Assessor's Office (the "Assessor's Office") in which the Leased Premises is located with respect to the real estate taxes due on behalf of Tenant in accordance with IC § 6-1.1-10-2(b).

B. Tenant shall cooperate with Landlord in completing any required application forms in connection with the preparation and filing of the Exemption or any other available exemption(s) that would reduce rent obligations related to property taxes and will act in good faith to timely deliver to the Landlord any supporting documentation requested by Landlord. At no expense to Tenant, Landlord shall prepare and file the Exemption or other available exemption(s) prior to **April 1st** of every even numbered calendar year thereafter, or such other time as the Assessor's Office shall require. Landlord shall deliver a copy of each Exemption to Tenant within **five (5) business days** of filing. If Landlord fails or refuses to do so, Tenant may execute such exemption form and file it in the name and as the act of the Landlord.

C. In addition to the filings set forth above, in the event (i) Tenant's proportionate share of property taxes changes and/or (ii) the ownership of the Building changes, Landlord shall make such additional filings as may be required by the Assessor's Office to maintain the Exemption.

D. Upon Landlord's receipt of any credit, rebate, refund or other savings resulting from the Exemption with respect to the aggregate amount of property taxes that otherwise would be payable by Landlord (collectively, the "Exemption Amount"), Landlord shall submit to Tenant within **five (5) business days** following the determination of the Exemption Amount, a copy of such exemption. Landlord shall credit or repay Tenant for the Exemption Amount received, on a monthly or yearly basis as determined by Landlord for the duration of the Lease. Landlord shall deliver to Tenant a copy of any correspondence received in connection with the Exemption.

E. The provisions of this Section shall survive the expiration or earlier termination of the Lease.

39. ORDER OF PRECEDENCE; INCORPORATION BY REFERENCE. Any inconsistency or ambiguity in this Lease shall be resolved by giving precedence in the following order: (1) this Lease, (2) a Work letter (if applicable), (3) the attachments prepared by the Tenant and (4) attachments prepared by the Landlord. All of the foregoing are incorporated fully by reference. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

40. PUBLIC RECORD. The Landlord acknowledges that the State will not treat this Lease as containing confidential information and will post this Lease on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Lease shall not be considered an act of the State.

41. NON-COLLUSION AND ACCEPTANCE. The undersigned attests, subject to the penalties for perjury, that the undersigned is the Landlord, or that the undersigned is the properly authorized representative, agent, member or officer of the Landlord. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Landlord, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Lease other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Lease, the Landlord attests to compliance with the disclosure requirements in IC§ 4-2-6-10.**

42. BROKERS. Landlord and Tenant represent and warrant that no broker or agent negotiated or was instrumental in negotiating or consummating this Lease other than Yumi Goodman and Kara Riggle with 92c Partners, LLC on behalf of Tenant, and JLL on behalf of Landlord. Neither party knows of any other real estate broker or agent who is or might be entitled to a commission or compensation in connection with this Lease. Landlord will pay, pursuant to a separate agreement, all fees, commissions or other compensation payable to 92c Partners, LLC on behalf of Tenant, and JLL on behalf of Landlord.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: https://secure.in.gov/apps/idoa/contractsearch/

IN WITNESS to their agreement, the persons signing this lease execute it for the Landlord and Tenant:

Landlord:
HPT Indianapolis 101-115 West Washington

DocuSigned by:
By: Timothy McCarthy
C6E740C0E570463...

Printed Name: EVP

Date: 10/4/2023 | 13:00 PDT

Tenant:
Indiana Office of Utility Consumer Counselor

DocuSigned by:
By: William I Fine-00205
82FB6108DF474F1...

Title: Indiana Utility Consumer Counselor

Date: 10/4/2023 | 16:14 EDT

Electronically Approved by: Department of Administration By: (for) Rebecca Holwerda, Commissioner	
Electronically Approved by: State Budget Agency By: (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: (for) Theodore E Rokita, Attorney General

EXHIBIT A

LEGAL DESCRIPTION

(elevations based on finished floor of level 1 = 100.00')

A portion of Square 67 of the Donation Lands of the City of Indianapolis, Indiana and more particularly described as follows:

Commencing at the Southeast comer of Square 67 (assumed elevation 100); thence in a Zenith direction 180 degrees 20.50 feet to the **Point of Beginning of the Upper Plane;** thence North 89 degrees 57 minutes 48 seconds West (assumed bearing) 412.34 feet (elevation 79.5) along the South line of said Square; thence North 45 degrees 00 minutes 00 seconds East 161.98 feet (elevation 79.5); thence North 90 degrees 00 minutes 00 seconds East 76.88 feet (elevation 79.5); thence North 00 degrees 00 minutes 00 seconds East 6.92 feet (elevation 79.5); thence North 45 degrees 00 minutes 00 seconds East 22.05 feet (elevation 79.5) to the Point of Curvature of a curve to the left, said curve having a radius of 40.00 feet and central angle of 90 degrees 00 minutes 00 seconds; thence Northerly 62.83 (elevation 79.5) along said curve to the Point of Tangency; thence North 45 degrees 00 minutes 00 seconds West 41.87 feet (elevation 79.5); thence South 45 degrees 00 minutes 00 seconds West 16.00 feet (elevation 79.5); thence North 45 degrees 00 minutes 00 seconds West 14.00 feet (elevation 79.5); thence North 45 degrees 00 minutes 00 seconds East 56.41 feet (elevation 79 .5); thence South 45 degrees 00 minutes 00 seconds East 39 .13 feet (elevation 79.5); to the Point of Curvature of a curve to the left, said curve having a radius of 23.00 feet and central angle of 83 degrees 28 minutes 14 seconds; then Easterly 33.51 feet (elevation 79.5) along said curve to a point on a non-tangent line; thence North 00 degrees 00 minutes 00 seconds East 10.72 feet (elevation 79.5); thence North 90 degrees 00 minutes 00 seconds West 9.32 feet (elevation 79.5); thence North 00 degrees 00 minutes 00 seconds East 36.99 feet (elevation 79.5); thence North 45 degrees 00 minutes 00 seconds West 196.63 feet (elevation 79.5); thence South 90 degrees 00 minutes 00 seconds West 0.30 feet (elevation 79.5); thence North 00 degrees 00 minutes 00 seconds West 0.36 feet (elevation 79.5) to the North line of said Square; thence North 89 degrees 59 minutes 30 seconds East 307.00 feet (elevation 79.5)
along said North line to the Northeast comer of said Square; thence South 00 degrees 02 minutes 40 West 419.70 feet (elevation 79.5) along the East line of said Square to the Point of Beginning of the Upper Plane (the Upper Plane containing 107411.88 square feet more or less). The lower plane is not limited by elevation.

EXHIBIT B

FLOOR PLAN

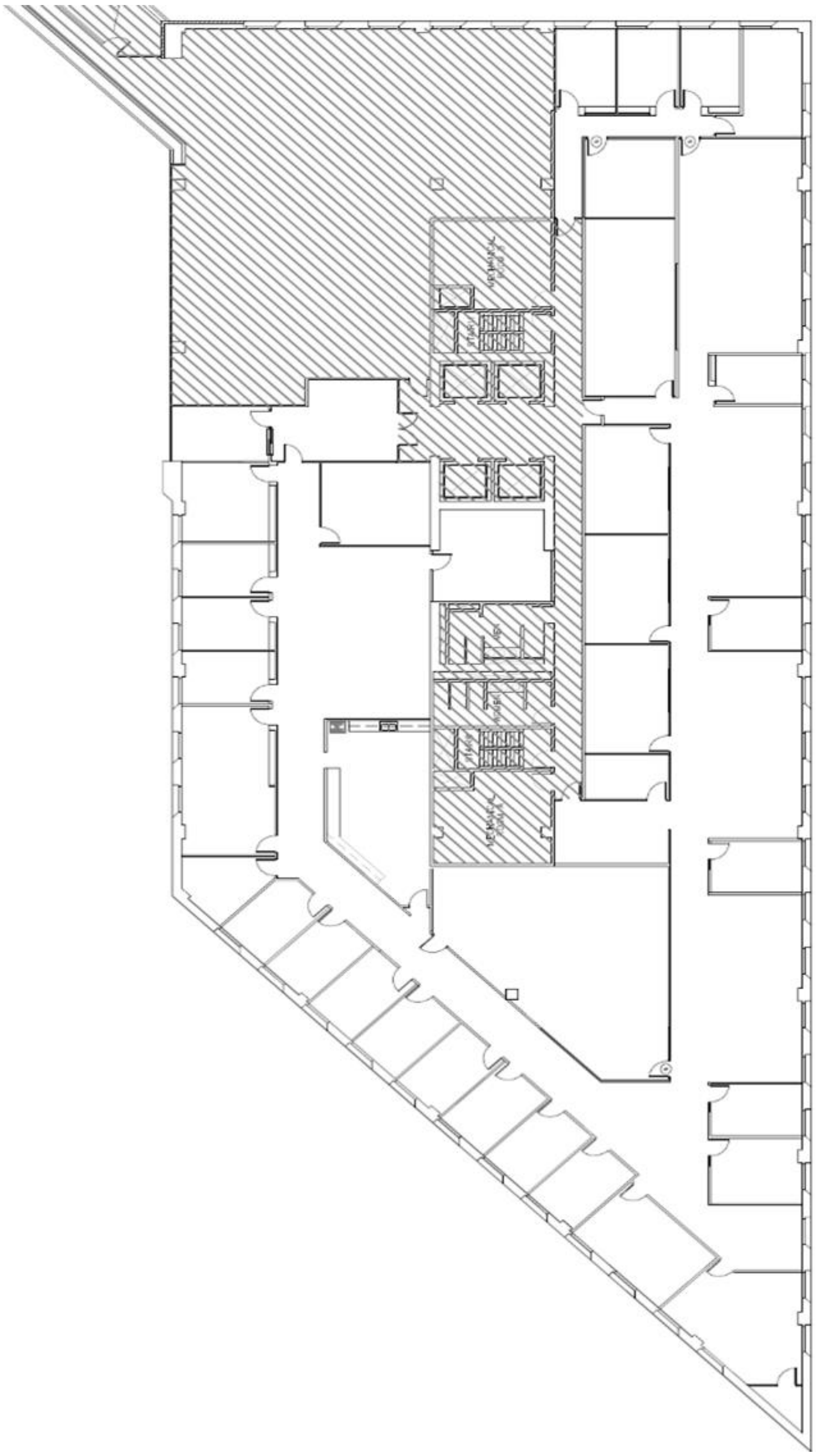


EXHIBIT C

LANDLORD'S WORK LETTER

By no later than the Commencement Date, Landlord shall provide, at Landlord's sole cost and expense, substantially complete "turn-key" improvements and renovations to the Leased Premises in accordance with this Work Letter, the floor plan attached hereto as Exhibit B, and the Construction Proposal prepared by Landlord attached hereto as Exhibit C-1. Tenant will choose all finish selections, including but not limited to all paint, carpet, and vinyl cove base finishes, which selections must include building standard materials. All building materials shall be new. As more specifically described in Exhibit C-1, the improvements shall include the following:

<u>EXISTING SPACE</u>

- New paint on all hallway walls, reception window and lobby, with any damage or holes patched prior to painting.
- Touch up paint everywhere else to match that of existing. Any damage or holes in walls repaired/patched prior to painting. If touch up paint is noticeable, paint entire wall.
- Glue down corner of carpet that keeps coming up outside break room.
- Following paint touch ups, add corner guards where noted on plan.
- Replace any damaged or stained ceiling tiles, especially in the following areas:
    - Office adjacent to reception desk
    - Training Room
    - Open triangular area outside training room
    - All tiles by air returns (extremely dusty)
- Clean all air returns and vents throughout space.
- Fix stress crack in wall above light switch in noted conference room and paint.
- Replace laminate edge above counter where coming apart in break room. New caulk on both sides.
- Fix damage where wall meets ceiling where noted on plan.
- Expand existing training room as shown on plan and add door on other side.
- Make commercially reasonable efforts to balance HVAC in noted area of space where it is noticeably cold. Add additional thermostats or vents to correct ongoing issue to the extent commercially feasible to do so.
- Replace any carpet squares that are stained or damaged. Professionally deep clean all carpet.
- Insulate the walls and/or provide another solution to reduce the loud noises from Mechanical Room A being heard in the offices, especially in the Training Room.
- Confirm all doors cut in the previous build out are stained, including the surfaces that were cut. The cut surfaces of several doors are white.

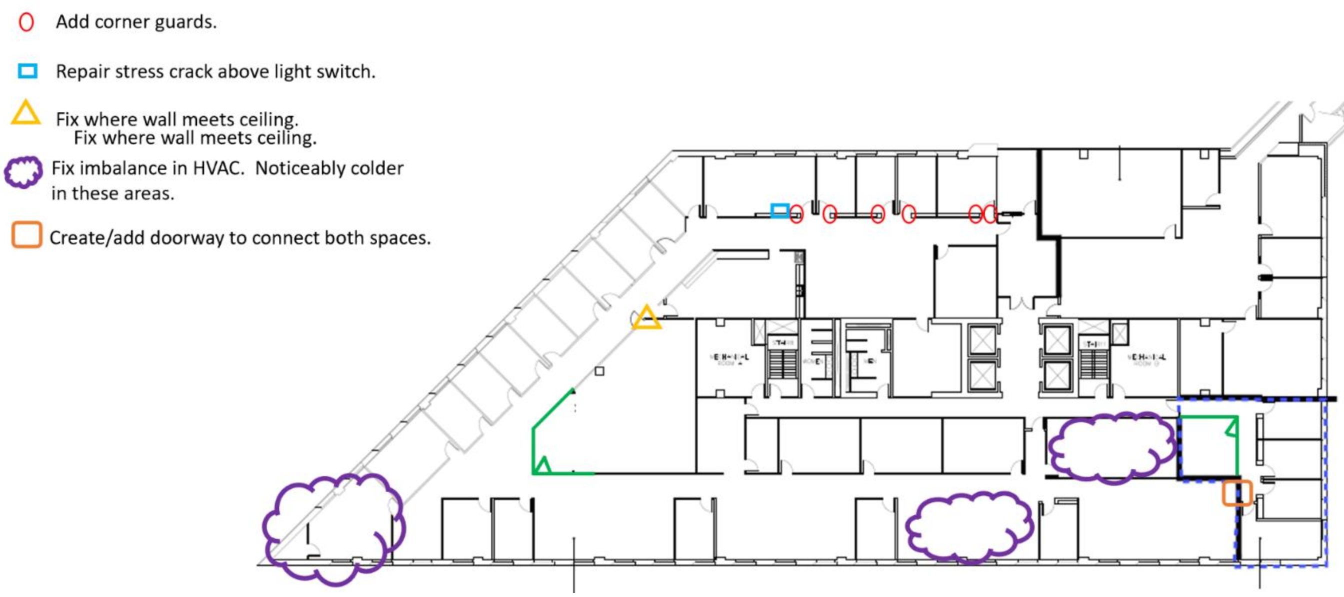
<u>EXPANSION SPACE</u>

- Add a doorway where noted on plan to connect existing space to expansion.
- Remove trilogy lock from entrance door and add locking door hardware. Please confirm existing door can be used for access control. Landlord to provide electrical strike location. Tenant will wire.

- Build an office where noted on plan. Rework electrical and add lighting as well as duct work for HVAC. Add couple of outlets and a low voltage drop in a location to be detailed by Tenant.
- Replace existing lighting in space to match that of the existing space.
- Remove labels and number above and on rooms.
- All doors to be stained the same as existing space, including the top of the doors.
- New paint throughout to patch existing. Patching and repairing any walls prior to painting.
- New carpet squares and vinyl cove base to match that of the existing space.
- Remove existing vertical blinds and replace with new blinds to match those in the existing office.
- Replace any damaged or stained ceiling tiles.
- Paint hallway immediately outside of expansion space entrance that has been damaged and spilled on.

<u>15th FLOOR SOUTH ELEVATOR LOBBY</u>

With the recent upgrades/updates to the common area restrooms, Landlord to renovate and update the elevator lobby to match that of the rest of the Building



EXHIBT C-1

COMPETITIVE BID COMPARISON

TENANT NAME: OUCC
ADDRESS: 115 W. Washington Street
15th Floor South Tower

S.F. 18,071
SUBMITTED BY: Kim Magness
DATE: 5/3/2023

DESCRIPTION	Capitol Construction GMP $		Notes	
General Condition	21,300.00			
Demolition	4,750.00			
Framing/Drywall & Rough Carpentry	11,348.00			
Ceilings	4,500.00			
Doors/Frames/Hardware	13,950.00			
Thermal/Moisture Protection				
Millwork	550.00			
Glass and Glazing				
Concrete/Masonry/Asphalt				
HVAC	13,376.00			
Electrical / Fire Life Safety	8,700.00			
Sprinkler	1,750.00			
Wall Finishes	11,945.00			
Floor Finishes	7,751.60			
Other - Fire Proofing				
Specialties - Card Access				
Overhead/Profit	9,992.06			
TOTAL PROJECT COST	**109,912.66**			
ESTIMATED DESIGN FEES	**27,106.50**			
CONSTRUCTION MANAGEMENT FEE	**6,793.00**			
Final Project Cost	**$143,812.16**			
Total Cost Per Square Foot	**$7.96**			
Additional Items/Clarifications				
Provide and install new finishes	23,980.00			
Final Accepted Alternate Cost	**$23,980.00**			
CONSTRUCTION MANAGEMENT FEE	**1,199.00**			
Final Project Cost with Alternates	**$168,991.16**			
Total Cost Per Square Foot w/ Alternates	**$9.35**			

EXHIBIT D
JANITORIAL EXHIBIT

Dust mop and spot mop hard surface floors

All carpeted traffic areas to be thoroughly vacuumed

Spot clean carpets

<u>Periodic Service</u>

Dust all horizontal surfaces above normal reach as required

Dust all furniture as required

Fully wash entrance door glass as required

Vacuum fabric furniture and clean chair bases and legs as required

Damp wipe hard surface furniture as required

Resilient tile floors to be wet mopped and spray buffed to keep a high sheen on the floors

Strip and refinish resilient tile floors only when scrubbing and recoating does not achieve desired results

All carpeted areas to have the edges vacuumed, underneath tables and desks, behind doors and any other area that is not daily vacuumed or vacuumed on a regular basis

Damp wipe window sills, blinds, and convectors as required

Wipe clean air diffusers as required

Remove and wash chair carpet savers, vacuum underneath on a regular basis

<u>Conference Rooms</u>

<u>Nightly Services</u>

Empty waste baskets and remove waste to the designated area in the building for disposal

Dust horizontal surfaces of furniture, equipment and ledges within normal reach.

Damp wipe tops of tables with microfiber and disinfectant

Initial ST Date 09/11/15 Contractor: Initial JB Date 09/10/15

Remove finger marks and smudges from entrance door glass and glass corridor panels, interior glass partitions, doors and door frames, switches, walls and partitions.

Remove scuffs from door kick plates

Sweep and wash resilient tile floors

All carpeted traffic areas to be thoroughly vacuumed

Periodic Service

Dust all horizontal surfaces above normal reach as required

Dust all vertical surfaces of furniture as required

Clean door kick plates as required

Wash entrance door glass as required

Vacuum fabric furniture as required

Damp wipe hard surface furniture as required

Vacuum carpet wall to wall as required

Spray buff or burnish resilient floors as required

Restrooms

Nightly Services

Remove debris, wash and sanitize wash basins, toilet seats (both sides), toilet bowls and urinals, including undersides

Wipe and disinfect partitions, walls, hand dryers, towel dispensers and entrance doors

Waste receptacles and sani-cans to be emptied and disinfected

Replenish all restroom dispensers (paper towels, toilet paper, sani-bags and soap)

All private tenant restrooms are included in nightly cleaning but paper products are provided by tenants

Initial ST Date 09/11/15 Contractor: Initial JB Date 09/10/15

Clean and disinfect plumbing fixtures, bright work, sensors, etc.

Polish all mirrors, metal dispensers, receptacles, faucets and other reflective surfaces

Clean and sanitize all contact points such as; partition locks, push plates and door handles

Floors to be swept or vacuumed, edges and corners to be free of soil

Check and remove graffiti from walls and cubicle partitions

Clean floor drains

Periodic Services

Wash all partitions, tile walls, vents and diffusers with disinfectant as required

Ceramic tile floors to be machine scrubbed to keep grout lines clean and free of buildup. If Ceramic tiles floors have been finished, scrub and recoat as required

VC tile floors to be spray buffed or burnished as required and VC tile floors to be scrubbed and recoated as required to keep a high gloss at all times.

All air vents and diffusers to be thoroughly cleaned as required

Put water in floor drains as required

Break Rooms, Kitchenettes

Nightly Services

Empty garbage, wipe down spots, spills, stains

Sweep and wash floors, make sure to detail; edges, in front of counters, under tables, etc.

Vacuum carpets make sure to detail; edges, in front of counters, under tables, etc.

Spot clean carpets as required

Clean table tops, counters, sinks, fronts of cupboards, fridges (outside), microwaves (outside), etc.

Initial ST Date 09/11/15 Contractor: Initial JB Date 09/10/15

Clean chairs, stools, bases, legs, leave them spot free and in their correct positions

Disinfect all contact points; microwave handle, fridge door handle, garbage container handles, door knobs, push plates, light switches, etc.

All tenant space kitchen paper products are provided by tenant

Periodic Services

Wash all walls, vents and diffusers with disinfectant as required

Ceramic tile floors to be machine scrubbed as required

VC tile floors to be spray buffed as required and vc tile floors to only be scrubbed and recoated as required when spray buffing no longer has the desired results

All air vents. to be thoroughly cleaned as required

Stairs and Landings

Nightly Services

Remove finger marks and smudges from doors, door frames, push plates, walls and underside of risers, etc.

Remove all refuse from stairwells and landings

Spot clean stairs and landings, high traffic floors require nightly sweeping and washing

Vacuum entrance mats where applicable, spot clean nightly

Periodic Services

Fully sweep and wash all stairways and landings as required
Use degreaser on stairwells where elevator mechanical rooms are located

Wash all door frames and doors as required

All banisters, railings, overhead pipes, sprinklers, and high surfaces to be dusted with a microfiber as required

Extract entrance mats as required to keep them clean and free of water/salt marks

Initial ST Date 09/11/15 Contractor: Initial JB Date 09/10/15

Wipe all handrails and contact points with microfiber and disinfectant

Public Corridors (Including Service Areas and Plant Office Areas)

Nightly Services

Carpets to be thoroughly vacuumed; Care to be taken that baseboards, edges and corners are kept in a clean condition at all times

Spots and stains to be removed from carpets. Stains that cannot be removed using normal cleaning methods will be reported to Manager or it's designate

Spot clean and remove all finger marks from sides of entrance doors, walls, glass and metal

Remove finger marks and smudges from walls where finish permits

Periodic Services

Dust all vertical and horizontal surfaces within arm's reach

Carpets to be extracted as required to maintain brightness and remove soil /stains

VC tile/marmoleum floors are to be spray buffed as required to keep shine, when spray buffing does not provide the desired results then scrub and refinish the floors with at least (3) coats of a non-slip floor finish. Upon completion of the stripping procedure, all stores sliding glass screen tracks will be cleaned to facilitate proper operation of sliding units

VC tile floors are to be stripped, sealed and refinished when the scrub and recoat process does not provide the desired results. Upon completion of the stripping procedure, all tracks will be cleaned to facilitate proper operation of sliding units, baseboards will be cleaned and polished, etc.

Exterior Grounds and Garage Entrances

Initial ST Date 09/11/15 Contractor: Initial JB Date 09/10/15

EXHIBIT E
SAMPLE AMENDMENT

SAMPLE
____ Amendment to Recognize Substitution of Party To State of Indiana Office Lease

This _____ Amendment ("_____ Amendment" or "Amendment #__") to that certain State of Indiana Office Lease dated as of __________, 2018, and effective __________, 20__, per the commencement date stated in the Confirmation Letter (the "Lease") is entered into by and between **HPT Indianapolis 101-115 West Washington, LLC** (hereinafter referred to as "**Current Landlord**") and the **State of Indiana**, acting by and through its Department of Administration for and on behalf of the **Indiana Office of Utility Consumer Counselor** (hereinafter referred to as **"Tenant"**). Hereinafter, the Current Landlord, Successor Landlord and Tenant may collectively be referred to as the "Parties" or individually as a "Party".

Witnesseth:

Whereas, Tenant leases certain real estate previously owned by Current Landlord and consisting of approximately _______ square feet in the building located at ____________, in the City of _______, County of _______, State of Indiana (the "Leased Premises"), as more specifically provided in the Lease;

Whereas, **____________________ ("Successor Landlord")** has purchased the Leased Premises from Current Landlord;

Whereas, in connection with the aforesaid purchase, Current Landlord has assigned to Successor Landlord all of Current Landlord's right, title and interest in and to the Lease;

Whereas, the Successor Landlord has accepted assignment of the Current Landlord's right, title and interest in and to the Lease and the Leased Premises, and assumes full responsibility for all obligations and representations under the Lease and this Amendment; and

Whereas, Current Landlord has requested that the State of Indiana memorialize this assignment by amending the Lease to recognize this substitution of Party to the Lease.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Current Landlord, Successor Landlord and Tenant agree as follows:

The purpose of this Amendment is to commemorate the substitution of Party in interest at the request of the Current Landlord and to facilitate the direction of payments and notices required under the Lease. The Parties expressly agree that this _____ Amendment does not alter the legal relationship between the original parties to the Lease, except as provided herein, and that this _____ Amendment does not ratify any assignment of the Current Landlord's interest in the Lease or relieve the Current Landlord of any responsibilities or obligations thereunder until this _____ Amendment is fully executed. The parties further agree that Successor Landlord assumes full responsibility for all obligations and representations under the Lease and this Amendment.

1. Landlord.

The Lease is hereby amended to delete the name, "________________________," wherever it occurs and to replace said name with the name "___________________."

2. Landlord's Notice Address.

Section 35 [Notice] of the Lease is hereby amended to delete the notice address listed for Landlord and to replace said address with the following address:

Landlord: Name ______________
Title ______________
Address ______________
City, State, Zip Code ______________
Phone ______________
E-mail ______________

With copy to: (if required)
Name ______________
Title ______________
Address ______________
City, State, Zip Code ______________
Phone ______________
E-mail ______________

3. Landlord's Payment Address [If Applicable]

If a waiver has been approved by the Indiana Auditor of the State for the Direct Deposit defined in Section 5. D of the Lease, Section 5.E of the Lease is amended to update Landlord's payment address. All payment obligations shall now be made to the following person/company/agent, at the following address:

Name ______________
Title ______________
Address ______________
City, State, Zip Code ______________
Phone ______________
E-mail ______________

4. Counterparts.

This _____ Amendment may be executed in counterparts, each of which shall constitute an original, and all of which when taken together, shall constitute one binding instrument once each Party has signed one or more of the counterparts.

All other matters set forth in the Lease and not affected by this _____ Amendment shall remain in full force and effect. To the extent that any provisions of this Amendment #__ are inconsistent with any Lease terms, the provisions of this Amendment #__ will control.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Current Landlord or Successor Landlord, or that the undersigned is the properly authorized representative, agent, member or officer of the Landlord. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Current

Landlord or Successor Landlord, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Lease Amendment other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Lease, the Landlord attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:
https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL

SIGNATURE PAGE
_____ Amendment to State of Indiana Office Lease

In Witness to their agreement, the persons signing this Amendment execute it on behalf of Current Landlord, Successor Landlord and Tenant:

For Current Landlord:
HPT Indianapolis 101-115 West Washington, LLC

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

For Successor Landlord:

____

By: _________________________
Name: _______________________
Title: ________________________

Date: ________________________

For Tenant:
____

By: ___________________________ (for)
(for)
Name & Title

Date: ______________________

Department of Administration

By: ____________________________

Rebecca Holwerda, Commissioner

Date: ______________________

State Budget Agency

By: ___________________________ (for)
(for)
Zachary Q. Jackson, Director

Date: ______________________

Approved as to form and legality

By: _____________________________

Theodore E. Rokita, Attorney General

Date: ______________________

EXHIBIT F
UNAMORTIZED COSTS

	Month #	Unamortized Principal	Total To Date
Year 1	1	$166,954.41	$2,036.75
	2	$166,030.69	$4,073.50
	3	$165,100.81	$6,110.25
	4	$164,164.73	$8,147.00
	5	$163,222.41	$10,183.75
	6	$162,273.81	$12,220.50
	7	$161,318.88	$14,257.26
	8	$160,357.59	$16,294.01
	9	$159,389.89	$18,330.76
	10	$158,415.74	$20,367.51
	11	$157,435.09	$22,404.26
	12	$156,447.91	$24,441.01
Year 2	13	$155,454.15	$26,477.76
	14	$154,453.76	$28,514.51
	15	$153,446.70	$30,551.26
	16	$152,432.93	$32,588.01
	17	$151,412.39	$34,624.76
	18	$150,385.06	$36,661.51
	19	$149,350.88	$38,698.26
	20	$148,309.80	$40,735.02
	21	$147,261.78	$42,771.77
	22	$146,206.77	$44,808.52
	23	$145,144.73	$46,845.27
	24	$144,075.61	$48,882.02
Year 3	25	$142,999.37	$50,918.77
	26	$141,915.95	$52,955.52
	27	$140,825.30	$54,992.27
	28	$139,727.39	$57,029.02
	29	$138,622.15	$59,065.77
	30	$137,509.55	$61,102.52
	31	$136,389.53	$63,139.27
	32	$135,262.04	$65,176.02
	33	$134,127.04	$67,212.77
	34	$132,984.47	$69,249.53
	35	$131,834.28	$71,286.28
	36	$130,676.42	$73,323.03
Year 4	37	$129,510.85	$75,359.78
	38	$128,337.50	$77,396.53
	39	$127,156.34	$79,433.28

	40	$125,967.29	$81,470.03
	41	$124,770.33	$83,506.78
	42	$123,565.38	$85,543.53
	43	$122,352.40	$87,580.28
	44	$121,131.33	$89,617.03
	45	$119,902.12	$91,653.78
	46	$118,664.72	$93,690.53
	47	$117,419.06	$95,727.29
	48	$116,165.11	$97,764.04
Year 5	49	$114,902.79	$99,800.79
	50	$113,632.06	$101,837.54
	51	$112,352.85	$103,874.29
	52	$111,065.12	$105,911.04
	53	$109,768.80	$107,947.79
	54	$108,463.85	$109,984.54
	55	$107,150.19	$112,021.29
	56	$105,827.77	$114,058.04
	57	$104,496.54	$116,094.79
	58	$103,156.43	$118,131.54
	59	$101,807.39	$120,168.29
	60	$100,449.36	$122,205.05
Year 6	61	$99,082.27	$124,241.80
	62	$97,706.07	$126,278.55
	63	$96,320.69	$128,315.30
	64	$94,926.08	$130,352.05
	65	$93,522.17	$132,388.80
	66	$92,108.90	$134,425.55
	67	$90,686.20	$136,462.30
	68	$89,254.03	$138,499.05
	69	$87,812.30	$140,535.80
	70	$86,360.97	$142,572.55
	71	$84,899.96	$144,609.30
	72	$83,429.21	$146,646.05
Year 7	73	$81,948.65	$148,682.80
	74	$80,458.22	$150,719.56
	75	$78,957.86	$152,756.31
	76	$77,447.50	$154,793.06
	77	$75,927.06	$156,829.81
	78	$74,396.49	$158,866.56
	79	$72,855.72	$160,903.31
	80	$71,304.67	$162,940.06
	81	$69,743.29	$164,976.81
	82	$68,171.49	$167,013.56
	83	$66,589.22	$169,050.31

	84	$64,996.39	$171,087.06
Year 8	85	$63,392.95	$173,123.81
	86	$61,778.82	$175,160.56
	87	$60,153.93	$177,197.32
	88	$58,518.20	$179,234.07
	89	$56,871.58	$181,270.82
	90	$55,213.97	$183,307.57
	91	$53,545.31	$185,344.32
	92	$51,865.53	$187,381.07
	93	$50,174.55	$189,417.82
	94	$48,472.29	$191,454.57
	95	$46,758.69	$193,491.32
	96	$45,033.67	$195,528.07
Year 9	97	$43,297.14	$197,564.82
	98	$41,549.04	$199,601.57
	99	$39,789.28	$201,638.32
	100	$38,017.79	$203,675.08
	101	$36,234.49	$205,711.83
	102	$34,439.30	$207,748.58
	103	$32,632.15	$209,785.33
	104	$30,812.95	$211,822.08
	105	$28,981.61	$213,858.83
	106	$27,138.07	$215,895.58
	107	$25,282.24	$217,932.33
	108	$23,414.04	$219,969.08
Year 10	109	$21,533.39	$222,005.83
	110	$19,640.19	$224,042.58
	111	$17,734.37	$226,079.33
	112	$15,815.85	$228,116.08
	113	$13,884.54	$230,152.84
	114	$11,940.35	$232,189.59
	115	$9,983.21	$234,226.34
	116	$8,013.01	$236,263.09
	117	$6,029.68	$238,299.84
	118	$4,033.13	$240,336.59
	119	$2,023.26	$242,373.34
	120	$0.00	$244,410.09