

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is entered into this ___ day of _____, 2018, by and between DENVER REGIONAL COUNCIL OF GOVERNMENTS, a Colorado nonprofit corporation ("Sublandlord") and the CITY AND COUNTY OF DENVER, a Colorado municipal corporation ("Subtenant").

RECITALS

A. Sublandlord is the tenant of the premises commonly known and described as approximately 18,582 rentable square feet comprised in Suite 700 ("Suite 700"), located on the seventh (7th) floor of the office building located at 1290 Broadway, Denver, Colorado 80203. Suite 700 is referred to as the ("Premises"), pursuant to that certain STANDARD OFFICE LEASE dated February 23, 2007, by and between 1290 BROADWAY, LLC, a Delaware limited liability company ("Master Landlord") as Landlord and Sublandlord as tenant, as such lease was amended by that certain First Amendment to STANDARD OFFICE LEASE dated November 20, 2007 and Second Amendment to STANDARD OFFICE LEASE dated August 11, 2012 (collectively, the "Master Lease"). A complete copy of the Master Lease is attached hereto as **Exhibit A**. Capitalized terms used herein which are not defined herein shall have the meanings ascribed to them in the Master Lease.

B. Subtenant wishes to sublease the Premises from Sublandlord, and Sublandlord is willing to sublease said portion of the Premises to Subtenant upon the terms and conditions contained herein.

COVENANTS AND AGREEMENTS

In consideration of the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Sublease of Premises. Sublandlord, for and in consideration of the rents hereunder and of the covenants and agreements herein contained on the part of Subtenant to be performed, hereby subleases to Subtenant, and Subtenant accepts from Sublandlord the Premises, consisting of Suite 700 as generally depicted on **Exhibit B** attached hereto and incorporated herein, together with any and all appurtenant rights and easements granted to Sublandlord under the Master Lease (the "Subleased Premises").

2. Term. The term of the Sublease shall be from January 1, 2019 (the "Commencement Date") to March 21, 2021 (the "Expiration Date"), unless sooner terminated as hereinafter provided or by operation of law (the "Term"). Subtenant shall execute a confirmation of the Commencement Date and other matters in such form as Sublandlord may reasonably request within ten (10) days after requested (but nothing herein shall require Sublandlord to so request); any failure to respond within such time shall be deemed an acceptance of the matters as set forth in Sublandlord's confirmation.

3. Entry. If Subtenant shall enter the Subleased Premises prior to the Commencement Date: (i) all provisions of this Sublease other than those relating to payment of Rent shall apply to any such pre-commencement entry (including without limitation all insurance and, indemnity and freedom from lien provisions); and (ii) if Subtenant beneficially occupies the Subleased Premises (or any part thereof) or commences business operations from the Subleased Premises (or any part thereof) during such period, then the Commencement Date (and obligation to pay Rent) shall be deemed advanced to the date Subtenant so occupies the Subleased Premises, provided, the mere moving of furniture and equipment into the Subleased Premises shall not be deemed commencement of business operations or other beneficial occupancy as those terms are used in this Section 3.

4. Rent.

a. Subtenant shall pay Sublandlord Base Rent for the full Term of the Sublease in monthly installments as follows:

Period	# Months in Period	Annual Rate Per Square Foot	Monthly Base Rent	Base Rent for Period
January 1, 2019 – December 31, 2019	12	\$18.00	\$27,873.00	\$334,476.00
January 1, 2020 – December 31, 2020	12	\$18.50	\$28,647.25	\$343,767.00
January, 2021 – March 21, 2021	2.7	\$19.00	\$29,421.50	\$79,438.05

b. Subtenant shall also pay to Sublandlord all of Subtenant’s actual Pro Rata Share of Real Estate Taxes and Operating Expenses due for the Subleased Premises pursuant to Article 4 of the Master Lease in addition to the Base Rent amounts listed in the table above. Subtenant’s obligations to pay Subtenant’s actual Pro Rata Share of Real Estate and Operating Expenses for the Subleased Premises as provided in this Sublease accruing during, or relating to, the period prior to expiration or earlier termination of this Sublease, shall survive such expiration or termination, but in no event shall survive the Term of this Sublease. Sublandlord may reasonably estimate all or any of such obligations within a reasonable time before, or any time after, such expiration or termination. Subtenant shall pay the full amount of such estimate, and any additional amount due after the actual amounts are determined, in each case in accordance with Denver Revised Municipal Code Section 20-107 *et seq.* (“Prompt Payment Ordinance”). By March 15 of each year of the Sublease, the Sublandlord shall provide a reconciliation of these actual Pro Rata Share of Real Estate Taxes and Operating Expenses due the Sublandlord and the amounts paid monthly by the City, with any amounts owing the Sublandlord to be paid by the City and any overages paid by the City to be credited or paid to the City within 30 days after the reconciliation is provided. The cost of such actual Pro Rata Share of Real Estate Taxes and Operating Expenses shall not exceed the following amounts for the time periods listed:

Period	# Months in	Annual	Monthly	Additional
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	Period	Additional Expenses (psf)	Additional Expenses	Expenses for Period
January 1, 2019 – December 31, 2019	12	\$0.00	\$0.00	\$0.00
January 1, 2020 – December 31, 2020	12	\$0.63	\$975.56	\$11,706.72
January, 2021 – March 21, 2021	2.7	\$1.29	\$1,999.89	\$5,399.70

c. Sublandlord shall provide invoices to Subtenant on a monthly basis. The Rent during the Term shall be paid on the first day of each month, with the exception of the first month of this Sublease, at Sublandlord’s office at the following location: 1001 17th Street, Suite 700, Attn: Jenny Dock or at such other location as Sublandlord shall designate in a written notice to Subtenant. If the Term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, the Rent and any other amounts payable on a monthly basis shall be prorated on a per diem basis for such partial calendar months. The Subtenant shall pay Sublandlord, including the rent for the first month of this Sublease, in accordance with the Prompt Payment Ordinance.

d. In accordance with the Rent and Additional Expenses contemplated above, the maximum payment obligation under this Sublease is **SEVEN-HUNDRED FORTY-FOUR THOUSAND SEVEN-HUNDRED EIGHTY-SEVEN DOLLARS AND FORTY-SEVEN CENTS (\$744,787.47)** (“Maximum Contract Amount”).

5. Security Deposit. Intentionally omitted

6. Internet, Telephone. Subtenant shall be solely responsible for payment of, and shall directly pay to the providers when due, all charges, including installation fees, for internet, telephone and other services for the Subleased Premises.

7. Storage Space. Notwithstanding anything in the Master Lease or this Sublease to the contrary, Sublandlord expressly reserves, and does not grant to Subtenant under this Sublease, any right to use any portion of the Storage Space (as defined in Section 7 of the Rider to the Master Lease).

8. Condition of Subleased Premises. Subtenant has inspected the Subleased Premises and the building of which the Subleased Premises are a part (the “Building”) and hereby accepts the same on the Commencement Date, in its “as is” “where is” condition, and acknowledges that it is acceptable for Subtenant’s use and occupation without any agreements, representations, warranties, understandings or obligations on the part of Sublandlord or Master Landlord to perform any alterations, repairs or improvements thereto beyond general maintenance and repair obligations. Subtenant’s occupancy of the Subleased Premises shall be deemed an acknowledgement by Subtenant that the Subleased Premises are in good and tenantable order and in the condition required herein.

9. Holding Over. Subtenant shall have no right to occupy the Subleased Premises or any portion thereof after the expiration of this Sublease or after termination of this Sublease or Subtenant's right to possession in consequence of a default by Subtenant. In the event that Subtenant, or any party claiming by, through or under Subtenant, fails to vacate the Subleased Premises upon the expiration or termination of the Sublease, Subtenant will be deemed to be a month-to-month subtenant on all of the terms and conditions hereof, except for the term, and except that the Rent payable shall be 150% of the Rent payable during the final month of the Term.

10. Use of the Subleased Premises. The Subleased Premises shall be used solely for general office use and in compliance with all terms and conditions binding upon Sublandlord under the Master Lease, as well as in compliance with all zoning, environmental, and other laws, rules, regulations, statutes, ordinances, orders, and other requirements which are or may become applicable to the Subleased Premises and to Subtenant's business. Subtenant shall not keep on the Subleased Premises for use, disposal, treatment, generation, storage or sale, any substances designated as, or containing components designated as, a "hazardous substance," "hazardous material," "hazardous waste," "regulated substance" or "toxic substance", and shall operate no machines or conduct other activities which may create undue noise or dust, or a hazard or dangerous condition to the Subleased Premises, other tenants of the Building, or their invitees. Subtenant is responsible for keeping the Subleased Premises in neat and clean condition.

11. Signs. No signs shall be placed by Subtenant anywhere on or about the Subleased Premises or the Building without the express written consent and approval of such sign(s) and the placement thereof by Sublandlord and Master Landlord, which consent shall not be unreasonably withheld or delayed.

12. Office Furniture. Upon execution of the Sublease, the parties shall execute and deliver to each other a signed copy of the Bill of Sale, a copy of which is attached hereto as **Exhibit C**, transferring to Subtenant all of Sublandlord's interests in and to the office furniture and miscellaneous items currently located at the Premises. Subtenant shall be responsible for removing said items from the Premises upon expiration of the Term.

13. Insurance. Subtenant shall at all times keep in effect all insurance required to be carried by Sublandlord under Article 10 of the Master Lease, and shall name Sublandlord, as well as Master Landlord, as additional insureds or loss payees, as applicable. In lieu of commercial general liability and workers' compensation insurance, throughout the Term of the Sublease Subtenant shall maintain self-insurance sufficient to cover the liability limits listed in Section 10.1 of the Master Lease. Sublandlord and Subtenant shall each cause their respective insurers to waive any right of subrogation against the other and against the Master Landlord for losses which are covered by insurance. Subtenant shall be bound by Article 10 of the Master Lease, and in addition, the provisions of Article 10 shall be deemed to be incorporated into this Sublease, with "Sublandlord" substituted for "Landlord" and "Subtenant" substituted for "Tenant" in the wording thereof. Subtenant shall furnish to Sublandlord a certificate of Subtenant's insurance required hereunder no later than ten (10) days prior to the Commencement Date and new certificates annually thereafter, but in no event less than thirty (30) days prior to the expiration of the current certificate.

14. Assignment and Subletting. Subtenant may neither assign this Sublease nor further sublet the Subleased Premises (collectively, a “Transfer”) without the express written permission of Sublandlord and the Master Landlord, which consent may be withheld in either party’s sole and absolute discretion. Any Transfer consummated without Sublandlord’s and Master Landlord’s consent shall be deemed void ab initio and the transferee shall acquire no rights, and neither Sublandlord nor Master Landlord shall have the obligation to recognize any such Transfer. No Transfer shall release Subtenant from Subtenant’s obligations and liabilities under this Sublease or alter the primary liability of Subtenant to pay all Rent and to perform all obligations to be paid and performed by Subtenant as required under this Sublease. No Transfer shall amend or modify this Sublease in any respect, and every Transfer shall be subject and subordinate to this Sublease and the Master Lease. The acceptance of rent by Sublandlord from any other person or entity shall not be deemed a waiver by Sublandlord of any provision of this Sublease. Consent to one Transfer shall not be deemed consent to any subsequent Transfer. Subtenant shall pay to Sublandlord all reasonable costs and shall reimburse Sublandlord for all reasonable expenses (including without limitation attorneys’ fees and costs paid to Master Landlord) incurred by Sublandlord in connection with any Transfer requested by Subtenant. If any transferee of Subtenant defaults in the performance of any obligation to be performed by Subtenant under this Sublease, Sublandlord may proceed directly against Subtenant without the necessity of exhausting remedies against such transferee.

15. Options Personal to Sublandlord. Notwithstanding anything in the Master Lease or this Sublease to the contrary, Subtenant shall have no option, and Sublandlord expressly reserves, and does not grant to Subtenant under this Sublease, any and all options of Sublandlord under the Master Lease, to: (i) expand or diminish the area of the Subleased Premises; (ii) renew, extend or terminate the term of this Sublease or the Master Lease; or (iii) purchase all or any part of the Premises, and all similar rights of Sublandlord. Sublandlord shall not exercise its option under the Master Lease to: (i) terminate the Master Lease after a casualty without prior written notice to and approval by Subtenant, which approval shall not be unreasonably withheld, conditioned or delayed; or (ii) renew the Master Lease.

16. Rules. Subtenant shall comply with all rules and regulations that Master Landlord has made or may hereafter from time to time make for the Building in accordance with the Master Lease, which are applicable to governmental entities such as Subtenant. Sublandlord shall provide Subtenant with a copy of such rules and regulations and any changes thereto promptly upon receipt of or notice of same. Sublandlord shall not be liable in any way for damage caused by the non-observance by any of the other tenants of the Building of such similar covenants in their leases or of such soles and regulations.

17. Compliance with Laws. Subtenant shall, at Subtenant’s expense, comply with all laws, rules, regulations, statutes, ordinances, orders, and other requirements and the requirements of all insurance bodies and their fire prevention engineers at any time in force and applicable to government entities like the Subtenant, applicable to the Subleased Premises or to Subtenant’s particular use or manner of use thereof, except that Subtenant shall not hereby be under any obligation to comply with any such law requiring any structural alteration of or in connection with the Subleased Premises, unless such alteration is required by reason of: (i) Subtenant’s particular use or manner of use of the Subleased Premises; (ii) a condition that has been created

by or at the sufferance of Subtenant; or (iii) a breach of any of Subtenant's covenants and agreements hereunder. As used herein "structure" or "structural" shall have the definition ascribed to it in the Master Lease or if no specific definition is given therein "structure" or "structural" shall mean that portion of the Building that is integral to the integrity of the Building as an existing enclosed unit and shall, in any event, include footings, foundation, outside walls, skeleton, bearing columns and interior bearing walls, floor slabs, roof and roofing system.

18. Warranty of Possession and Quiet Enjoyment. Sublandlord warrants that it has the right and authority to enter into this Sublease, subject to Master Landlord's written consent, and that Subtenant, upon paying the Rent and observing all of Subtenant's other covenants and agreements in this Sublease, shall have quiet and peaceable possession of the Subleased Premises during the Term of this Sublease and in the Master Lease. Notwithstanding the foregoing, Sublandlord shall not be responsible for acts or omissions of any other tenants, Master Landlord or other third parties who may interfere with Subtenant's possession of the Subleased Premises.

19. Repairs. Subtenant shall be responsible, at its own cost and expense, to repair any damage to the Subleased Premises or Building caused by any act or omission of Subtenant or Subtenant's employees, contractors, invitees, agents, visitors, or any other persons in or about the Subleased Premises by reason of the express or implied invitation or permission of Subtenant. Should Subtenant fail promptly to effect any such repairs, Sublandlord may make such repairs and charge the cost of such repairs to Subtenant, who shall pay such charge within five (5) business days of receipt of demand.

20. Alterations and Improvements, Liens. Subtenant shall make no improvements to the Subleased Premises without the express written permission of the Sublandlord and Master Landlord which Sublandlord consent shall not be unreasonably denied, conditioned or delayed. If consent is granted, Subtenant shall allow no lien to be placed on the Building or the Subleased Premises or Sublandlord's interest therein arising out of the construction of such improvements. Promptly upon demand by Sublandlord or the Master Landlord, Subtenant shall cause any such liens to be removed, by means of posting an appropriate bond, if necessary. At Sublandlord's option, all improvements shall become a part of the Subleased Premises, or Sublandlord may require Subtenant to remove such improvements at the expiration or termination of the Term, and to restore the Subleased Premises to its condition upon execution of the Sublease, at Subtenant's expense. Subtenant shall permit Sublandlord and/or Master Landlord to place and maintain notices of non-liability on the Subleased Premises during the period that any improvements or alterations are being made by or for Subtenant.

21. Default and Remedies

a. Default by Subtenant. Subtenant shall be in default hereunder in the event Subtenant: fails to timely pay any installment of Rent due hereunder and such failure continues for three (3) days after Subtenant's receipt of written notice that such payment is past due; fails to comply with any other term, condition, covenant or agreement contained herein and such failure continues thirty (30) days after Subtenant's receipt or written notice of such failure; abandons the Subleased Premises; becomes subject to the jurisdiction of a Bankruptcy court or control of court-appointed receiver; makes an assignment for the benefit of creditors; violates

any provision of the Master Lease; or does or permits any act to be done which results in a lien against the Building, the Subleased Premises or any portion thereof or interest therein, and fails to remove the same within ten (10) days of receipt of notice of such lien.

b. Remedies of Sublandlord. Upon Subtenant's default beyond any applicable notice and cure period, Sublandlord shall have any one or more of the remedies provided herein, or any other remedy permitted by law. Sublandlord may re-enter the Subleased Premises and take possession thereof and remove Subtenant and any other person on the Subleased Premises, with or without terminating the Sublease, and after readying the Subleased Premises at Subtenant's expense, may re-sublet it. If the Sublease is not terminated, Subtenant shall be responsible for any deficiency between the Rent reserved under the Sublease and the net proceeds of re-subletting after deducting all reasonable expenses incident thereto, such as painting, re-carpeting, cleaning, and otherwise restoring the Subleased Premises to a condition appropriate to make it ready for re-subletting, advertising, broker fees, legal fees, and other reasonable expenses of re-subletting, and Subtenant shall continue to be liable for any other amounts owed to Sublandlord under the Sublease. If the Sublease is terminated, Subtenant shall be liable for damages measured by the Rent reserved under the Sublease for the balance of the Term, less the net proceeds of re-subletting reasonably to be expected by Sublandlord, both reduced to present value.

c. Default by Sublandlord and Remedies of Subtenant. Subtenant shall notify Sublandlord of any claimed default by Sublandlord in writing, and Sublandlord, should it agree that a default exists, shall cure said default within thirty (30) days, or if the default cannot reasonably be cured within thirty (30) days, shall commence action to cure within said thirty (30) days, and pursue completion thereof with reasonable speed. Under no circumstances shall Subtenant have the right to withhold or deduct any amounts from Rent or other amounts due to Sublandlord hereunder, or to terminate the Sublease, Subtenant's sole remedy for default by Sublandlord being an action for damages. Notwithstanding the foregoing, if the Master Landlord shall notify the Subtenant in writing, with a copy to Sublandlord, that Sublandlord is in default under the Master Lease by reason of non-payment of Rent, Subtenant may thereafter pay its Rent directly to Master Landlord for the account of Sublandlord, provided that (a) Sublandlord is copied with the transmittal memo and check used in payment of the same; and (b) payment is made within the time required by the Master Lease.

22. Surrender of Subleased Premises. Upon expiration or earlier termination of this Sublease, Subtenant shall timely vacate the Subleased Premises, leaving the same clean and in as good condition as it was at the date of execution of the Sublease, ordinary wear and tear and permitted alterations excepted. Notwithstanding the foregoing, if required by Sublandlord or Master Landlord, Subtenant shall remove any improvements or any trade fixtures attached to the Subleased Premises by Subtenant, repairing any damage caused by the removal.

23. Right to Inspect Subleased Premises. Sublandlord and Master Landlord shall have the right to inspect the Subleased Premises at all times in accordance with Article 13 of the Master Lease.

24. Injury or Damage. Subtenant shall be solely responsible for any injury or damage caused by the negligent acts or omissions of Subtenant and Subtenant's employees visitor unless due to the negligence of Sublandlord. Nothing in this Sublease is meant to waive the parties' immunity pursuant to the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.*

25. Release. Subtenant hereby fully and completely waives and releases all claims against Sublandlord for any losses or other damages sustained by Subtenant or any person claiming through Subtenant resulting from any accident or occurrence in or upon the Subleased Premises, including but not limited to: any defect in or failure of Building equipment; any failure to make repairs; any defect, failure, surge in, or interruption of project facilities or services; any defect in or failure of common areas; broken glass; water leakage; the collapse of any Building component; any claim or damage resulting from Master Landlord's repair, maintenance or improvements to any portion of the Building or Premises; or any act, omission or negligence of co-tenants, licensees or any other persons or occupants of the Building; provided only, that the release contained in this Section 25 shall not apply to claims for actual damage to persons or property resulting directly and solely from Sublandlord's gross negligence or willful misconduct or from Sublandlord's breach of its express obligations under this Sublease which Sublandlord has not cured within a reasonable time after receipt of written notice of such breach from Subtenant. Notwithstanding anything in the Master Lease or this Sublease to the contrary, in no event shall Sublandlord be liable for exemplary damages or consequential damages such as lost profits.

26. Sublandlord's Obligations.

a. Sublandlord represents and warrants to Subtenant that (i) a true, correct and complete copy of the Master Lease is attached hereto as **Exhibit A** and that the Master Lease is in full force and effect; (ii) Sublandlord has received no notice of default under the Master Lease that remains uncured and to the knowledge of Sublandlord, no event has occurred which with the passage of time or giving of notice, or both, would result in a default under the Master Lease; and (iii) as of the date hereof, Sublandlord has received no written notice of any violation of law with respect to the Subleased Premises which remains uncured.

b. Sublandlord covenants and agrees not to act or suffer or permit anything to be done which could result in a default under the Master Lease or cause the Master Lease or the rights of Sublandlord as tenant thereunder to be terminated, cancelled or forfeited. Sublandlord further covenants and agrees that it will not terminate, modify or amend the Master Lease during the Term of the Sublease. Sublandlord further covenants and agrees to pay Master Landlord all Rent and other charges that may become due and payable by Sublandlord pursuant to the Master Lease, as and when such amounts become due and payable thereunder.

c. Sublandlord agrees, at no expense of Sublandlord, to reasonably cooperate with Subtenant in obtaining the consent of the Master Landlord where any such consent is required by this Sublease or the Master Lease, and will act reasonably with respect to any consent requested by Subtenant in connection with this Sublease. Without limiting the generality of the foregoing, if Subtenant shall submit to Sublandlord a request for Master Landlord's consent or approval with respect to any given matter required by this Sublease or the Master

Lease, then Sublandlord shall promptly forward such request onto Master Landlord for its consent or approval.

27. Miscellaneous Provisions.

a. Waiver. No waiver or forbearance by a party of a breach of this Sublease shall act as a waiver of the party's rights upon any subsequent or different breach by the other party.

b. Force Majeure. Neither party shall be required to perform any obligation or covenant of this Sublease during the time that the performance is prevented by war, strike, terrorism, natural disaster or other force majeure.

c. Sublease Binding. This Sublease shall be binding on the parties hereto, their successors and assigns, subject to other restrictions contained herein, including without limitation, restrictions on assignment and subletting.

d. Authority of Signatories. By their signatures hereon, the persons signing this Sublease warrant that they are fully authorized to bind the party for whom they sign, and that said party has the legal capacity to contract. Notwithstanding the foregoing, this Sublease shall not be effective unless Master Landlord has consented to it in writing.

e. Entire Agreement; Amendment. This Sublease contains the entire agreement between the parties, and any prior discussions, representations or agreements are merged herein. No amendment shall be valid or binding unless it is written and signed by both parties.

f. Sublease Subordinate to Master Lease. Subtenant acknowledges that the Sublandlord's rights and interests in the Subleased Premises derive solely from the Master Lease. Unless the Master Landlord should otherwise agree, should Sublandlord for any reason whatsoever, voluntarily or involuntarily, no longer have the right to occupy the Subleased Premises, this Sublease shall terminate and the parties shall have no further rights against one another, except for rights which arose prior to the date of termination of Sublandlord's rights in the Subleased Premises. Subtenant specifically acknowledges the potential termination of the Master Lease in the event of damage or destruction of the Building under Article 21 of the Master Lease, in the event of the exercise of eminent domain rights under Article 22 of the Master Lease, and in the event of Sublandlord's default under Article 24 of the Master Lease. Subtenant agrees to abide by all terms of the Master Lease, except for any requirement to indemnify Master Landlord or any other entity, and any rules and regulations of Master Landlord promulgated thereunder applicable to governmental entities such as Subtenant. Subtenant acknowledges that it has no rights under the Master Lease except those specifically set forth herein. Except as specifically excluded or modified by this Sublease, such as the exclusion of Subtenant's obligation to indemnify any entity under the Master Lease, the terms, covenants and conditions of the Master Lease are incorporated herein by reference so that each and every such term, covenant and condition of the Master Lease binding on or inuring to the benefit of Landlord thereunder shall in respect of this Sublease, bind or inure to the benefit of Sublandlord

and each and every such term, covenant and condition of the Master Lease binding or inuring to the benefit of the Tenant thereunder shall, in respect of this Sublease, bind or inure to the benefit of Subtenant. In the event of a conflict between the terms and conditions of the Master Lease and the terms and conditions of this Sublease, then the terms and conditions of this Sublease shall control.

g. Subtenant Honors Master Lease. Subtenant agrees to honor the terms of the Master Lease, as provided for in this Sublease, insofar as applicable to Subtenant's conduct, and to do nothing (or omit to do anything) which would cause Sublandlord to be in default of the Master Lease. Subtenant further agrees to forward to Sublandlord promptly upon receipt any and all notices or correspondence received by Subtenant from any third parties concerning the Master Lease, this Sublease, or the Subleased Premises.

h. Subordination, Estoppels. Subtenant agrees that this Sublease is subordinate to the Master Lease and to any deeds of trust or mortgages which may now or hereafter be recorded against the Subleased Premises. Subtenant shall attorn in the same manner as Sublandlord under Article 17 of the Master Lease. Upon request by the Sublandlord, Subtenant agrees promptly (and in no event later than five (5) business days after receipt of request) to execute an estoppel certificate stating that the Sublease is in force and effect, and all relevant facts about its status, including such matters as the Security Deposit, the date to which Rent has been paid, and any claimed defaults of Sublandlord, which may be relied upon by any potential assignee or lender for the Subleased Premises or Sublandlord. Subtenant shall also provide estoppel certificates to Master Landlord in compliance with Article 18 of the Master Lease.

i. Notices. Any written notice to a party shall be deemed effective (i) upon hand delivery, (ii) three days after deposit in the United States Mail, prepaid certified mail, return receipt requested or (iii) the next business day after deposit with a nationally recognized overnight carrier, addressed as set forth below or to such other address as Sublandlord or Subtenant may designate to each other from time to time by written notice:

If to Sublandlord: DENVER REGIONAL COUNCIL OF GOVERNMENTS
1001 17th Street, Suite 700
Denver, CO 80202
Attn: Jenny Dock

If to Subtenant: City and County of Denver
Division of Real Estate
Department of Finance
201 West Colfax Avenue, Department 1010
Denver, Colorado 80202
e-mail: lisa.lumley@denvergov.org

With a copy to: Mayor
City and County of Denver
1437 Bannock Street, Room 350

Denver, Colorado 80202

j. Severability. The provisions of this Sublease shall be deemed to be severable, and if any provision hereof is held to be invalid or unenforceable, the remainder of the Sublease shall be enforced to the full extent possible without said provision.

k. No Recordation. Neither this Sublease nor a memorandum thereof shall be recorded, and recordation shall be a default.

l. Brokers. Subtenant represents and warrants to Sublandlord that Subtenant was not represented by any broker or agent with respect to this Sublease except Dennis McLin of McLin Commercial. ("Subtenant's Broker"). Sublandlord represents and warrants to Subtenant that Sublandlord was not represented by any broker or agent with respect to this Sublease other than Sam DePizzol of Newmark Knight Frank ("Sublandlord's Broker"). To the extent not expressly prohibited by law, Subtenant and Sublandlord each agree to indemnify and hold harmless the other party against any loss, expense, cost or liability incurred by such party as a result of any claims by brokers other than Subtenant's Broker and Sublandlord's Broker.

m. OFAC; Anti-Terrorism Statute Compliance. Sublandlord and Subtenant each represents and warrants that they are in compliance with Article 29.2 of the Master Lease.

n. Master Landlord Consent. Notwithstanding anything to the contrary herein, the parties agree that this Sublease shall not be effective unless and until the written consent of Master Landlord is obtained.

o. Appropriation by City Council. All obligations of the Subtenant under and pursuant to this Sublease are subject to prior appropriations of monies expressly made by the City Council for the purposes of this Sublease and paid into the treasury of the Subtenant.

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THIS SUBLEASE AGREEMENT is executed as of the date first set forth above.

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: FINAN-201845875-00

Contractor Name: Denver Regional Council of Governments

*see
attached
signature
page*

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

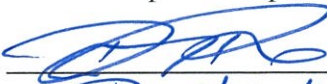
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THIS SUBLEASE AGREEMENT is executed as of the date first set forth above.

SUBLANDLORD:

DENVER REGIONAL COUNCIL OF GOVERNMENTS,
a Colorado nonprofit corporation

By: 
Name: Douglas W. REX
Title: Executive Director

SUBTENANT:

CITY AND COUNTY OF DENVER,
a Colorado municipal corporation

By: _____
Name: _____
Title: _____

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CONSENT OF MASTER LANDLORD

1290 BROADWAY, LLC, a Delaware limited liability company, consents to the foregoing Sublease.

MASTER LANDLORD:

1290 Broadway, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Exhibit A

CBRE

CB RICHARD ELLIS

8390 E. Crescent Parkway
Suite 300
Greenwood Village, CO 80111

303 220 0900 Tel
303 889 5880 Fax

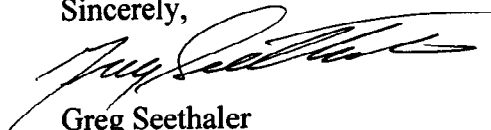
February 27, 2007

Roxie Ronsen
Denver Regional Council of Governments
4500 S. Cherry Street South
Suite 800
Denver, CO 80246

Roxie,

Enclosed please find an original fully executed copy of the Lease for Denver Regional Council of Governments and your new space at 1290 Broadway. Please retain this copy for your records. On behalf of the ownership we are please to have Denver Regional Council of Governments as a valued Tenant at 1290 Broadway.

Sincerely,



Greg Seethaler
Sales Assistant

BUYOUT AGREEMENT

(DRCOG – 1290 Broadway)

THIS BUYOUT AGREEMENT (“Agreement”) is dated for identification purposes as of February 23, 2007, and is made by and between 1290 BROADWAY, LLC, a Delaware limited liability company (“Landlord”), and DENVER REGIONAL COUNCIL OF GOVERNMENTS, a Colorado nonprofit corporation (“Tenant”).

RECITALS:

WHEREAS, Landlord and Tenant entered into that certain Office Lease of even date herewith (the “Lease”), pertaining to the premises within the Building located at 1290 Broadway, Denver, Colorado.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree that the Lease shall be amended in accordance with the terms and conditions set forth below.

1. **Definitions.** The capitalized terms used herein shall have the same definition as set forth in the Lease, unless otherwise defined herein.

2. **Buyout of Existing Lease.** Provided that the Lease is fully executed by noon, MST, February 26, 2007, Landlord agrees to wire Eight Hundred Forty-Four Thousand Five Hundred Twenty-Five and 71/100ths Dollars (\$844,525.71) (“Buyout Amount”) to Cherry Tree Limited Liability Company, the owner of the building located at 4500 Cherry Creek Drive South, as the buyout of Tenant’s lease at such building. Such payment shall be made to Cherry Tree no later than 5:00 p.m. MST on February 26, 2007. If the Lease is not timely fully executed, or if payment is not timely made or not accepted by Cherry Tree by 5:00 p.m. MST on February 27, 2006, as DRCOG shall reasonably determine (and supply written evidence thereof to Landlord), then DRCOG may terminate the Lease and both parties shall be released from the Lease by written notice delivered to Landlord on or before noon MST on February 28, 2007 (such notice may be made via email to the following addresses: Anderegg.Kevin@principal.com, tgibson@jgllp.com, and Joe.Serieno@cbre.com). The termination shall not be effective unless all funds are returned to Landlord within three (3) business days. In the event that Tenant defaults under the terms and conditions of the Lease beyond any applicable notice and cure period, \$4.83 per rentable square foot of space per year for each year remaining in the initial term of the Lease (prorated for any partial year) shall become fully liquidated and immediately due and payable (without limitation and in addition to any and all other rights and remedies available to Landlord provided herein or at law and in equity). The wiring instructions are as follows:

WIRE ROUTING TRANSIT NUMBER:	121000248
BANK NAME:	WELLS FARGO BANK N.A.
CITY, STATE	SAN FRANCISCO, CA
ACCOUNT NUMBER:	101-821-4514
TITLE OF ACCOUNT:	CHERRY TREE LLC

Other terms and conditions of the Lease are hereby incorporated into this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the foregoing Agreement is dated effective as of the date and year first written above.

LANDLORD:

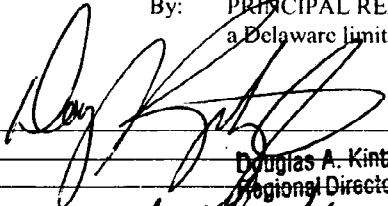
1290 BROADWAY, LLC, a Delaware limited liability company

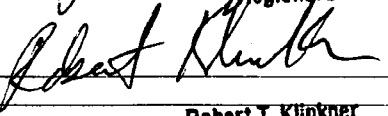
By: 1290 BROADWAY REIT, LLC, a Delaware limited liability company, its member

By: PRINCIPAL ENHANCED PROPERTY FUND, L.P., a Delaware limited liability company,
its managing member

By: PRINCIPAL ENHANCED PROPERTY FUND GP, LLC, a Delaware limited liability
company,
its general partner

By: PRINCIPAL REAL ESTATE INVESTORS, LLC,
a Delaware limited liability company, its sole member

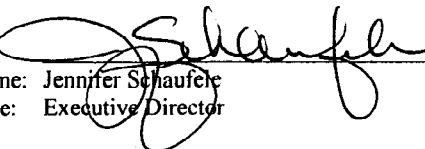
By: 
Name: Douglas A. Kintzle
Title: Regional Director-Asset Management

By: 
Name: Robert T. Klinkner
Title: Investment Director Asset Management

FEB 26 2007

TENANT:

DENVER REGIONAL COUNCIL OF GOVERNMENTS,
a Colorado nonprofit corporation

By: 
Name: Jennifer Schaufele
Title: Executive Director



OFFICE LEASE

**1290 BROADWAY, LLC,
a Delaware limited liability company,**

Landlord

AND

**DENVER REGIONAL COUNCIL OF GOVERNMENTS,
a Colorado nonprofit corporation**

Tenant

Regarding the Premises Located at:

**1290 Broadway
First and Seventh Floors
Denver, Colorado 80203**

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STANDARD OFFICE LEASE

(1290 Broadway, Denver, Colorado)

THIS LEASE ("Lease") is dated for identification purposes only as of February 23, 2007, by and between 1290 BROADWAY, LLC, a Delaware limited liability company ("Landlord"), and DENVER REGIONAL COUNCIL OF GOVERNMENTS, a Colorado nonprofit corporation ("Tenant").

WITNESSETH:

ARTICLE 1 – BASIC LEASE TERMS

1.1 Landlord and Landlord's Address for Notice: 1290 BROADWAY, LLC
c/o Principal Capital Management
801 Grand Ave.
Des Moines, Iowa 50392-1370
Attn: Commercial Real Estate Equities

With a copy to:

CB Richard Ellis, Inc.
1290 Broadway, Office of the Building
Denver, Colorado 80203

And Re

1290 F
P.O. F
Prope
Los /

744 50 Feet
18,307

1.2 Tenant and Tenant's Address for Notice: vernments

~~1290 Broadway, LLC
Denver, Colorado 80203
Attn: Administrative Officer~~

1.3 Guarantor: None.

1.4 Premises: The first (1st) and seventh (7th) floors of the Building as shown on the floor plan attached hereto as **Exhibit A**.

1.5 Building: That certain property, building and other improvements located at 1290 Broadway, Denver, Colorado 80203. A site plan the Building is set forth in **Exhibit B** hereto.

1.6 Area of Premises: Approximately 25,483 rentable square feet, which number is the final agreement of the parties and not subject to adjustment.

1.7 Lease Term: One hundred twenty-four (124) full calendar months and any partial month.

1.8 Commencement Date: The later of (a) December 1, 2007, or (b) the Date of Substantial Completion, as provided in the Work Letter attached hereto as **Exhibit C**.

parking spaces associated with the Building, in such locations as may be reasonably designated by Landlord from time to time. On or before March 30, 2007, Tenant will select the exact number of parking spaces that it desires (up to the applicable maximum number). None of the Parking Spaces shall be assigned or reserved. In the event that Tenant surrenders any of the Parking Spaces, Tenant's right to re-lease the surrendered spaces shall be subject to availability. Tenant shall be allowed an additional thirty-eight (38) parking spaces in the south lot on a month-to-month rental bases.

1.18 Monthly Parking Rent: Tenant shall pay the standard parking rate per Parking Space, which is currently \$120.00 per month per Parking Space in the garage and \$80.00 per month per Parking Space for surface parking (subject to change upon thirty (30) days' advance written notice to Tenant), payable as Rent; provided, however, that eleven (11) of the surface spaces shall be provided throughout the entire term at no cost to Tenant (and therefore Landlord shall be responsible for any cost of such eleven (11) spaces). Further, Landlord shall make reasonable efforts to keep such eleven (11) spaces located in the same general location (initially, such spaces shall be on the upper level of the parking structure, subject to relocation from time-to-time upon thirty (30) days advance written notice to Tenant). Notwithstanding the foregoing, the Monthly Parking Rent shall not change during the initial two (2) years of the term of this Lease (and therefore Landlord shall be responsible for any increase in rates during such initial two (2) years). In the event that Tenant in writing surrenders any of the Parking Spaces, Tenant's right to re-lease the surrendered spaces shall be subject to availability.

1.19 Permitted Uses: General office uses in keeping with the first class nature of the Building.

1.20 Payment: Tenant shall pay on or before the applicable due date:

<u>Item</u>	<u>Amount</u>	<u>Due Date</u>
Security Deposit:	\$ 55,913.95	February 28, 2007
Base Rent for Month 5:	\$ 55,913.95	March 30, 2007
Total:	<u>\$111,827.90</u>	

ARTICLE 2 – DEMISE AND TERM

2.1 Demise. Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord the Premises, which Premises are situated in the Building, together with a non-exclusive right subject to the provisions hereof, to use all appurtenances thereto, including, but not limited to, any plazas, common areas, walkways or other areas in the Building or on the Property designated by Landlord for the exclusive or non-exclusive use of tenants of the Building, all of which inclusive of the Building are hereinafter collectively called the "Building". Such letting and hiring is upon and subject to the terms, conditions and covenants herein set forth, and Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, conditions and covenants by it to be kept and performed and that this Lease is made upon the condition of such performance.

2.2 Term. The term of this Lease shall commence on the Commencement Date and expire on the Expiration Date unless sooner terminated as provided in this Lease, and except that Tenant may earlier commence occupancy as provided in the Work Letter attached hereto as Exhibit C. If Landlord shall be unable to deliver possession of the Premises to Tenant on the Commencement Date for any reason whatsoever other than willful misconduct or negligence of Landlord, this Lease shall not be void or voidable and Landlord shall not be subject to any liability for the failure to deliver possession on said date nor shall such failure to deliver possession on the Commencement Date affect the validity of this Lease or the obligations of Tenant hereunder. Tenant's entry into or occupancy of the Premises prior to the Commencement Date for any

purpose (including construction) shall be governed by the terms and conditions of this Lease.

2.3 Supplemental Agreement. Within five (5) business days after the commencement of the term of this Lease, Tenant agrees to execute a Supplemental Agreement to become a part hereof, setting forth the commencement and termination dates of the term of this Lease.

2.4 Landlord's Work. Other than as set forth in Exhibit C, Landlord shall have no obligation for the completion of the Premises and Tenant shall accept the Premises in its "AS IS" condition as of the date Landlord delivers possession thereof in accordance with the provisions hereof.

2.5 Landlord's Failure to Complete. Notwithstanding anything to the contrary herein, if this Lease has not commenced on or before one (1) year from the date hereof, then this Lease shall be automatically terminated without notice. In the event of the termination of this Lease pursuant to the terms hereof, neither party shall have any liability or obligation whatsoever to the other except that any deposit of Tenant shall be promptly refunded, without interest, by Landlord.

ARTICLE 3 - RENT

3.1 Base Rent. Tenant agrees to pay as Base Rent, Base Real Estate Taxes and Operating Expenses, as defined in Article 4, without notice, deduction, set-off or abatement to Landlord at the Rent Payment Address, or such other address as Landlord may notify Tenant of in writing, in lawful money of the United States payable in advance on the first day of each month. If the Lease Term commences or terminates on a day other than the first or last day of a calendar month respectively, then the installments of Base Rent for such month or months shall be prorated and the installments so prorated shall be paid in advance.

3.2 Additional Rent. Any other sums of money or charges to be paid by Tenant pursuant to the provisions of this Lease may be designated as "Additional Rent". All Additional Rent shall be paid without offset or demand, unless otherwise specifically set forth herein. A failure to pay Additional Rent shall be treated in all events as the failure to pay rent.

ARTICLE 4 - TAXES AND OPERATING EXPENSE ADJUSTMENT

4.1 Definitions. The following terms shall have the following meanings with respect to the provisions of this Section 4.1:

(a) "Base Real Estate Taxes and Operating Expenses" shall mean the actual operating expenses and real estate taxes for the Base Year.

(b) "Tenant's Proportionate Share" shall be as set forth in Section 1.11 above. At such time, if ever, any space is added to the Premises as hereinbelow provided, Tenant's Proportionate Share shall be increased accordingly.

(c) "Real Estate Taxes" shall include (a) any form of assessment (including any so-called "special" assessments), license tax, business license fee, business license tax, commercial rental tax, levy, charge, penalty or tax, imposed by any authority having the direct power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, water, drainage or other improvement or special district thereof, against the Premises, the Building or Property or any legal or equitable interest of Landlord therein; (b) any tax on Landlord's right to rent or other income from the Premises or against Landlord's business of leasing the Premises; and (c) any assessments, tax, fee, levy or charge in substitution, partially or totally, of or in addition to any assessment, tax, fee, levy or charge previously included within the definition of Real Estate Taxes which may be imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, refuse removal and for other governmental services

formerly provided without charge to property owners or occupants. It is the intention of Landlord and Tenant that all such new and increased assessments, taxes, fees, levies and charges be included within the definition of Real Estate Taxes for purposes of this Lease. The following shall also be included within the definition of Real Estate Taxes for purposes of this Lease, provided, however, that Tenant shall pay Landlord the entire amount thereof: (i) any tax allocable to or measured by the area of the Premises or the rental payable hereunder, including without limitation, any gross income, privilege, sales or excise tax levied by the State, any political subdivision thereof, city, municipal or federal government, with respect to the receipt of such rental, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; and (ii) any tax upon this transaction or any document to which Tenant is a party, creating or transferring an interest or an estate in the Premises. "Real Estate Taxes" shall not include Landlord's federal or state income, franchise, inheritance or estate taxes. "Real Estate Taxes" included in this definition mean taxes or assessments in the year assessed, without regard to the year in which same become due or payable.

(d) "Operating Expenses" shall mean any reasonable costs, liabilities and expenses of any kind or nature related directly or indirectly to the ownership, operation, repair, and/or maintenance of the Building. Without limitation to the generality of the foregoing, Operating Expenses shall specifically include the cost of the following: building supplies, window cleaning, energy for the Building such as propane, butane, natural gas, steam, electricity, solar energy and fuel oil; the costs of water and sewer service, janitorial services, both interior and exterior; general maintenance and repair of the Building, including the heating and air conditioning systems and structural components of the Building; landscaping; maintenance, repair and striping of all parking areas; insurance, including fire and extended coverage and public liability insurance and any rental insurance and all risk insurance carried by Landlord; labor for the operation and maintenance of the Building, including wages, benefits and other payments; costs to Landlord for Worker's Compensation and disability insurance; payroll taxes and welfare fringe benefits; professional management, legal, accounting, inspection and consultation fees incurred in connection with the Building; a general overhead and administrative charge equal to fifteen percent (15%) of all maintenance and operating costs incurred by Landlord; capital improvements or structural repairs to the Building, provided that the same are amortized over the applicable useful life with interest in accordance with such reasonable life and amortization schedules as shall be determined by Landlord in accordance with generally accepted accounting principles. Notwithstanding the foregoing, Operating Expenses shall not include:

- (1) Principal or interest payments with respect to mortgages against the Building;
- (2) Ground lease payments or any other payments under any superior lease;
- (3) Depreciation and amortizations, except as provided herein all as determined in accordance with generally accepted accounting principles and sound real estate practices, consistently applied, and when depreciation or amortization is permitted or required, the item shall be amortized over its reasonably anticipated useful life;
- (4) Capital improvements or replacements to the extent not amortized over the applicable useful life;
- (5) Charges for special items or services billed separately to (and in addition to Expense Adjustment Statements) and paid by tenants of the Building;
- (6) Costs of any items to the extent Landlord receives reimbursement from insurance proceeds from Landlord's or Tenant's insurance carriers or from a third party;
- (7) The cost of providing any service directly to and paid directly by any tenant (other than through Operating Expense pass through provisions), and the cost of services provided selectively to one or more tenants of the Building (other than Tenant) without reimbursement;
- (8) Marketing costs, including leasing commissions, attorneys' fees (in connection with the negotiation and preparation of letters, deal memos, letters of intent, leases, subleases and/or assignments), space planning costs, and other costs and expenses incurred in connection with lease, sublease and/or assignment negotiations and transactions with present or prospective tenants or other occupants of the Building;

(9) Costs, including permit, license and inspection costs, incurred with respect to the installation of tenant improvements made for new tenants in the Building, or incurred in renovating or otherwise improving, modifying, decorating, painting or redecorating vacant space for occupancy by tenants or other occupants of the Building;

(10) Costs associated with the operation of the business of the ownership or entity which constitutes "Landlord", as the same are distinguished from the costs of operating the Building including, but not limited to, costs of defending any lawsuits with any mortgagee, legal fees incurred in the negotiation and enforcement of tenant leases and costs of selling, syndicating, financing, mortgaging or hypothecating any of Landlord's interest in the Building;

(11) The wages of any employee above the grade of building manager;

(12) The cost of services provided by Landlord's affiliates to the extent that such costs would exceed the costs of such services rendered by unaffiliated third parties on a competitive basis;

(13) Fines, penalties and interest incurred as a result of Landlord's negligence or willful misconduct;

(14) Any bad debt loss, rent loss, or reserves for bad debts or rent loss; or

(15) Landlord's cost of electricity and other services which it has sold to tenants and for which Landlord has been reimbursed.

(e) "Lease Year" shall mean each twelve month period subsequent to the Commencement Date.

4.2 Payments of Taxes and Operating Expenses. In addition to Base Rent, Tenant shall reimburse Landlord for Real Estate Taxes and Operating Expenses for the Building as hereinafter set forth. It is hereby agreed that during each Lease Year of the Lease Term hereof, Tenant shall pay to Landlord Tenant's Proportionate Share of the amount of increase in the Operating Expenses and Real Estate Taxes over Tenant's Proportionate Share of the Base Real Estate Taxes and Base Operating Expenses. It is agreed that Tenant shall, during each calendar year in which the term of this Lease commences pay to Landlord an estimate of Tenant's Proportionate Share of such increased Real Estate Taxes and Operating Expenses, if any, as hereinafter set forth. Beginning with the first calendar year following the year in which this Lease commenced, Tenant shall pay to Landlord each month on the first day of the month an amount equal to one-twelfth (1/12) of the increase, if any, in Tenant's Proportionate Share of the Operating Expenses for the new calendar year as reasonably estimated by Landlord over Tenant's Proportionate Share of the Base Real Estate Taxes and Operating Expenses, with an adjustment to be made between the parties at a later date as hereinafter provided. Furthermore, Landlord may from time to time but no more than three (3) times during any Lease Year furnish Tenant with notice of a re-estimation of the Real Estate Taxes and Operating Expenses and Tenant shall commence paying its re-estimated Proportionate Share on the first day of the month following receipt of said notice. As soon as practicable following the end of any calendar year, Landlord shall submit to Tenant a statement setting forth the exact amount of the increase, if any, in Tenant's Proportionate Share of the Real Estate Taxes and Operating Expenses for the calendar year just completed over Tenant's Proportionate Share of the Base Real Estate Taxes and Operating Expenses, and the difference, if any, between Tenant's actual Proportionate Share of the Real Estate Taxes and Operating Expenses for the calendar year just completed and the estimated amount of Tenant's Proportionate Share of the Real Estate Taxes and Operating Expenses (which was paid in accordance with this subparagraph) for such year. Such statement shall also set forth the amount of the estimated Real Estate Taxes and Operating Expenses reimbursement for the new calendar year computed in accordance with the foregoing provisions. To the extent that Tenant's Proportionate Share of the actual Real Estate Taxes and Operating Expenses for the period covered by such statement are higher than the estimated increases which Tenant previously paid during the calendar year just completed, Tenant shall pay to Landlord the difference in cash within thirty (30) days following receipt of said statement from Landlord. To the extent that Tenant's Proportionate Share of the actual Real Estate Taxes and Operating Expenses for the period covered by the Statements are less than the estimated increases which Tenant previously paid during the calendar year just completed, Landlord may at its option either refund said amount in cash to Tenant or credit the difference against Tenant's estimated reimbursement for such Real Estate Taxes and Operating Expenses for the current year. In addition, with

respect to the monthly reimbursement, until Tenant receives such statement, Tenant's monthly reimbursement for the new calendar year shall continue to be paid at the then current rate, but Tenant shall commence payment to Landlord of the monthly installments of reimbursement on the basis of the statement beginning on the first day of the month following the month in which Tenant receives such statement.

Tenant's obligation with respect to its proportionate share of the Real Estate Taxes and Operating Expenses shall survive the expiration or early termination of this Lease and Landlord shall have the right to retain the Security Deposit, or so much thereof as it deems necessary, to secure payment of Tenant's Proportionate Share of the actual Real Estate Taxes and Operating Expenses for the portion of the final year of the Lease during which Tenant was obligated to pay such expenses. If Tenant occupies the Premises for less than a full calendar year during the first or last calendar years of the term hereof, Tenant's Proportionate Share for such partial year shall be calculated by proportionately reducing the Base Real Estate Taxes and Operating Expenses to reflect the number of months in such year during which Tenant occupied the Premises (the "Adjusted Base Real Estate Taxes and Operating Expenses"). The Adjusted Base Real Estate Taxes and Operating Expenses shall then be compared with the actual Real Estate Taxes and Operating Expenses for said partial year to determine the amount, if any, of any increases in the actual Real Estate Taxes and Operating Expenses for such partial year over the Adjusted Base Real Estate Taxes and Operating Expenses. Tenant shall pay its Proportionate Share of any such increases within thirty (30) days following receipt of notice thereof.

Tenant shall have the right but not more than once per annum, at any time within sixty (60) days after a statement of actual Real Estate Taxes and Operating Expenses for a particular calendar year has been rendered by Landlord as provided herein, at Tenant's sole cost and expense, to examine Landlord's books and records during normal business hours, at Landlord's office relating to the determination of such Real Estate Taxes and Operating Expenses. Unless Tenant objects to the statement herein within said sixty (60) day period, such statement and adjustment shall be deemed conclusive.

Notwithstanding the foregoing, and for the purpose of determining Tenant's Proportionate Share of Operating Expenses, "controllable" Operating Expenses shall not increase by more than six percent (6%) per year on a cumulative and compounded basis (for example, if controllable Operating Expenses are \$3.00 / rsf in year one, then they shall not exceed \$3.18 in year two, \$3.37 in year three, \$3.57 in year four and so on). It is understood and agreed that controllable Operating Expenses shall not include snow removal, utility expenses, real estate taxes, management fees that are based on a percentage of revenue or expenses (but only to the extent such percent is not increased), insurance premiums and any other cost beyond the reasonable control of Landlord.

4.3 Gross Up of Operating Expenses. If at any time the Building is not fully occupied or Landlord is not supplying services to all rentable areas of the Building during an entire calendar year, then Landlord shall adjust actual Operating Expenses to that amount which would have been paid or incurred by Landlord as Operating Expenses had the Building been occupied to the extent of ninety-five percent (95%) of the rentable area thereof, and the Operating Expenses as so adjusted shall be deemed to be the actual Operating Expenses for such calendar year. If Landlord does not furnish during any applicable period any particular work or service (the cost of which, if performed by Landlord, would constitute an Operating Expense) to a tenant which has undertaken to perform such work or service in lieu of the performance thereof by Landlord, then Operating Expenses shall be deemed to be increased by an amount equal to the additional expense which would reasonably have been incurred during such period by Landlord if it had, at its cost, furnished such work or service to such tenant. The provisions of the preceding sentences will apply only to those Operating Expenses that either vary with occupancy or by reason of one or more tenants not receiving goods or services the cost of which constitutes all or part of such Operating Expenses.

4.4 Reimbursement Survives Termination. In the event of the termination of this Lease by expiration of the stated term or for any other cause or reason whatsoever prior to the determination of rental adjustment as

hereinafter set forth, Tenant's agreement to reimburse Landlord up to the time of termination shall survive termination of the Lease and Tenant shall pay any amount due to Landlord within fifteen (15) days after being billed therefor. In the event of the termination of this Lease by expiration of the stated term or for any other cause or reason whatsoever, except default by Tenant of any of the terms or provisions of this Lease, prior to the determination of rental adjustments as hereinabove set forth, Landlord's agreement to refund any excess additional rental paid by Tenant up to the time of termination shall survive termination of the Lease and Landlord shall pay the amount due to Tenant within fifteen (15) days of Landlord's determination of such amount. This covenant shall survive the expiration or termination of this Lease.

If the last year of the term of this Lease ends on any day other than the last day of December, any payment due to Landlord by reason of any increase in Real Estate Taxes and Operating Costs shall be prorated on the basis by which the number of days in such partial year bears to 365.

Any failure of Landlord to furnish Tenant with an estimate of its Proportionate Share of Real Estate Taxes and Operating Expenses or any statements as set forth in this Article 4 shall not act to relieve Tenant of its liability therefor; and with respect to any deficiencies, Tenant agrees to pay same within thirty (30) days of written demand from Landlord.

ARTICLE 5 - BUILDING SERVICES

5.1 Standard Services. Landlord agrees to furnish to the Premises during regular business hours from 6:00 a.m. to 6:00 p.m. Mondays through Fridays and from 7:00 a.m. to 1:00 p.m. Saturdays, except for holidays as the same are determined by Landlord, and subject to the rules and regulations of the Building, heat and air conditioning for the use and occupancy of the Premises, passenger elevator service and freight elevator service, subject to scheduling by Landlord. Landlord shall also furnish: (i) electric current to be supplied for lighting the Premises and public halls, and for the operation of ordinary office equipment, which is deemed to include all of the Tenant's computers and copying equipment and comparable equipment; (ii) janitorial and cleaning services substantially as set forth in Exhibit E, in addition, the window washing of all exterior windows both inside and out and (iii) domestic water in reasonable quantity. Elevator service shall mean service either by non-attended automatic elevators or elevators with attendants at the option of Landlord. Landlord shall also furnish, at rates set from time to time as reasonably determined by Landlord, heating and air conditioning and such other items as are not provided for herein, provided Tenant gives Landlord not less than twenty-four (24) hours notice of Tenant's needs for such additional heating or air conditioning. The current standard rate for after hours HVAC usage is \$75.00 per hour, subject to change upon thirty (30) days' prior written notice to Tenant. Landlord shall also, at said times, maintain and keep lighted the common stairs, entries, and toilet rooms in the Building that would reasonably be subject to use by Tenant, its agents and employees during other than regular business hours. Landlord hereby agrees to operate the Building in a manner consistent with similar Class A office buildings in the Denver metropolitan area. If Landlord elects to provide any service or supply that is not Building-standard (or supply in amounts that are above Building-standard in quality or quantity), then Landlord has the right to charge for any such service or supply that is not Building-standard.

5.2 Interruption of Standard Services. Tenant agrees that Landlord shall not be liable for failure to supply any heating, air conditioning, elevator, janitorial services, electric current, or any other service described in this Lease during any period when Landlord uses reasonable diligence to restore or to supply such services or electric current, it being further agreed that Landlord reserves the right to temporarily discontinue such services or any of them, or electric current at such times as may be necessary by reason of accident, unavailability of employees, repairs, alterations, or improvements, or whenever by reason of strikes, lockouts, riots, acts of God or any other happening or occurrence beyond the reasonable control of Landlord. If Landlord is unable to furnish such services or electric current, Landlord shall not be liable for damages to persons or property for any such discontinuance, unless due to the willful misconduct or negligence of Landlord, but subject to the limitations set forth in Section 14.04 below. Further, notwithstanding the

foregoing, in the event of any interruption of services caused by Landlord and within Landlord's sole and absolute control which materially impairs Tenant's normal business operations in the Premises for a period in excess of ten (10) consecutive business days, following Landlord's receipt of notice from Tenant, then, as Tenant's sole and exclusive remedy, Tenant shall be entitled to an abatement of Tenant's Base Rental obligations hereunder for such period which exceeds such ten (10) consecutive business days until the service is restored; provided, however that such rental abatement shall be on a pro rata basis to reflect only that portion of the Premises affected by the interruption of services. The abatement of Base Rental obligations as provided in this paragraph shall not be applicable either (a) in the case of any interruption or malfunction resulting from any service providers or any governmental action which reduces or eliminates a service to the Building, or (b) in the case of damage by casualty, in which case the provisions of Article 21 shall control. Landlord's obligation to furnish services or electric current shall be conditioned upon the availability of adequate energy sources from the public utility companies presently serving the Building. Landlord shall have the right to reduce heating, cooling or lighting within the Premises and in the public area in the Building as required by any mandatory or voluntary fuel or energy-saving program. Furthermore, due to Colorado Energy Code Design Requirements, Tenant hereby acknowledges that it may on certain days experience discomfort with the heating and air conditioning cycle, and Landlord shall have no responsibility or liability therefor.

5.3 Services Paid by Tenant. Unless otherwise provided by Landlord, Tenant shall separately arrange with the applicable local public authorities or utilities, as the case may be, for the furnishing of and payment for all telephone services as may be required by Tenant in the use of the Premises. Tenant shall directly pay for such telephone services, including the establishment and connection thereof, at the rates charged for such services by said authority or utility, and the failure of Tenant to obtain or to continue to receive such services for any reason whatsoever shall not relieve Tenant of any of its obligations under this Lease.

5.4 Above-Standard Service Requirements. If heat-generating machines or equipment, including telephone equipment, cause the temperature in the Premises, or any part thereof, to exceed the temperatures the Building's air conditioning system would be able to maintain in such Premises were it not for such heat generating equipment, then Landlord reserves the right, upon notice to Tenant, to install supplementary air conditioning units in the Premises, and the cost thereof, including the reasonable cost of installation and the reasonable cost of operation and maintenance thereof, shall be paid by Tenant to Landlord upon demand by Landlord; except, however, that Landlord shall turnkey an HVAC unit for Tenant as further set forth in Exhibit C.

Tenant shall not, without the written consent of Landlord, use any apparatus or device which will in any way increase the amount of electricity or water which Landlord determines to be reasonable for use of the Premises as general office space, nor connect with electric current (except through existing electrical outlets in the Premises) or water pipes any apparatus or device for the purposes of using electric current, other energy or water. Landlord shall have the right to install one or more separately submetered electrical circuits to serve all of Tenant's equipment, machinery or appliances which equipment, machinery or appliances requires electrical current supplied to the Premises for general office purposes as the same is determined by Landlord, and Landlord shall separately submeter the computer room of the Premises. Tenant agrees to reimburse Landlord for the submetered electrical current utilized within the computer room (or if other submeters are installed, then as utilized by Tenant in excess of amounts determined to be reasonable for use of the Premises as general office space), at the rates charged to Landlord to purchase electrical current for the Building, such reimbursement to be made within thirty (30) days of the date of the billing therefor; such billing to occur no more frequently than monthly.

5.5 Cleaning. Tenant shall not provide any janitorial or cleaning services without Landlord's written consent, which shall not be unreasonably withheld or delayed, and then only subject to supervision of Landlord, at Tenant's sole responsibility, and by a janitorial or cleaning contractor or employees at all times satisfactory to Landlord. Landlord shall provide janitorial and cleaning services substantially as set forth on

Exhibit E.

5.6 **Re-Lamping.** Landlord shall have the exclusive right to make any replacement of electric light bulbs, fluorescent tubes and ballasts in the Building throughout the Primary Lease Term and any renewal thereof. Landlord may adopt a system of relamping and reballasting periodically on a group basis in accordance with good management practice.

ARTICLE 6 - TENANT REPAIR

6.1 **Damage by Tenant.** If the Building, the Premises or any portion thereof including but not limited to the elevators, boilers, engines, pipes and other apparatus, or members of elements of the Building (or any of them) used for the purpose of climate control of the Building or operating the elevators, or if the water pipes, drainage pipes, electric lighting or other equipment of the Building or the roof or outside walls of the Building or parking facilities of Landlord and also Tenant Finish including but not limited to the carpet, wall covering, doors and woodwork, become damaged or are destroyed through the negligence of Tenant, its servants, agents, employees or anyone permitted by Tenant to be in the Building the cost of the necessary repairs, replacements or alterations shall be borne by Tenant who shall forthwith pay the same on demand to Landlord as Additional Rent. Landlord shall have the exclusive right and obligation to make any repairs necessitated by such damage.

6.2 **Maintenance.** Tenant shall keep the Premises in as good order, condition and repair as when they were entered upon, except for reasonable wear and tear. If Tenant fails to keep the Premises in such good order, condition and repair as required hereunder to the reasonable satisfaction of Landlord, Landlord may restore the Premises to such good order and condition and make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's property or business by reason thereof, and upon completion thereof, Tenant shall pay to Landlord, as Additional Rent, upon demand, the cost of restoring the Premises to such good order and condition and of the making of such repairs.

6.3 **Good Condition.** Tenant shall leave the Premises at the end of each Business Day in a reasonably tidy condition for the purpose of allowing the performance of Landlord's cleaning services hereinafter described.

6.4 **Surrender.** Tenant shall deliver, at the expiration of the Term hereof or upon sooner termination of the Term, the Premises in good repair as aforesaid and in a state of broom cleanliness, reasonable wear and tear excepted. At all times during the term of this Lease, Tenant shall ensure that all wiring and cabling that it installs within the Premises or Building complies with all provisions of local fire and safety codes, as well as with the National Electric Code. Further, upon the expiration or sooner termination of the Term, Tenant shall remove all wiring and cabling within the Premises and the Building (including the plenums, risers and rooftop) placed there by or at the direction of Tenant, unless excused in writing by Landlord; if requested, Landlord shall advise Tenant of Landlord's position with respect to removal of wiring and cabling at least ninety (90) days prior to lease expiration. Without limitation to the remedies available to Landlord in the event that Tenant fails to comply with the terms and conditions of this subsection, Tenant shall forfeit such sums from the Security Deposit (or otherwise pay to Landlord) an amount that Landlord reasonably believes necessary for the removal and disposal of any such wires and cabling, if Tenant has not removed and disposed of same after Landlord's written request.

6.5 **Broken Glass.** Tenant shall pay on demand the cost of replacement with identical quality, size and characteristics of glass broken on the Premises, including glass windows and doors of the Premises (excluding perimeter windows in the exterior walls) during the continuance of this Lease, unless the glass shall be broken by Landlord, its servants, employees or agents acting on its behalf.

ARTICLE 7 - ASSIGNMENT AND SUBLETTING

7.1 Landlord's Consent. Tenant shall not sell, assign, encumber, mortgage or transfer this Lease or any interest therein, sublet or permit the occupancy or use by others of the Premises or any part thereof, or allow any transfer hereof of any lien upon Tenant's interest by operation of law or otherwise (collectively, a "Transfer"), except as otherwise permitted herein, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Without limiting Landlord's right to withhold such consent, the withholding of such consent may be based upon, but not limited to, the following:

(a) In the reasonable judgment of Landlord, the subtenant or assignee (A) is of a character or engaged in a business, or proposes to use the Premises in a manner which is not in keeping with the standards of Landlord for the Building, or (B) has an unfavorable reputation or credit standing;

(b) Either the area of the Premises to be sublet or the remaining area of the Premises is not regular in shape with appropriate means of ingress or egress suitable for normal renting purposes;

(c) Tenant is in Default under this Lease;

(d) The proposed assignee or subtenant or any person or entity which directly or indirectly controls, is controlled by, or is under common control with the proposed assignee or subtenant, is then an occupant or tenant of any other space in the Building;

(e) The proposed sublessee or assignee is a person or entity with whom Landlord is then negotiating to lease space in the Building; or

(f) The proposed assignment or sublease instrument does not have the substance or form which is reasonably acceptable to Landlord.

If Landlord consents to such sublet or assignment, such consent shall be expressly contingent upon Tenant's payment to Landlord, as Rent, Landlord's costs and expenses incurred in connection therewith, including, but not limited to, attorney's fees and Landlord's construction supervision fee, if applicable. Any Transfer which is not in compliance with the provisions of this Article shall, at the option of Landlord, be void and of no force or effect.

7.2 Notice to Landlord. Tenant shall provide written notice of the proposed assignee, sublettee or transferee, as applicable, which notice shall provide Landlord with (i) the name and address of the proposed subtenant, assignee, pledgee, mortgagee or transferee, (ii) a reasonably detailed description of such person or entity's business, (iii) reasonably detailed financial references for such person or entity, (iv) a true and complete copy of the proposed sublease, assignment, pledge, mortgage or other conveyance and all related documentation, and (v) such other information as Landlord may reasonably require.

7.3 No Right of Recapture; Excess Rent. Landlord shall have no right of recapture and no right of participation (in excess rent or otherwise) in the event of a sublease or assignment. Further, Landlord shall have no right to change any terms of the Lease in the event of a sublease or assignment.

7.4 Included Transfers. If Tenant is a partnership, a withdrawal or change, whether voluntary, involuntary or by operation of law or in one or more transactions, of partners owning a controlling interest in Tenant shall be deemed a voluntary assignment of this Lease and subject to the provisions of this Article. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale, transfer or redemption of a controlling interest of the capital stock of Tenant in one or more transactions, shall be deemed a voluntary assignment of this Lease and subject to the provisions of this Article. However, the preceding sentence shall not apply to corporations the stock of which is traded through a national or regional exchange or over-the-counter. Neither this Lease nor any interest therein nor any estate created thereby shall pass by operation of law or otherwise to any trustee, custodian or receiver in bankruptcy of Tenant or any assignee for the assignment of the benefit of creditors of Tenant.

7.5 No Waiver. The consent by Landlord to any Transfer shall not be construed as a waiver or release of Tenant from liability for the performance of all covenants and obligations to be performed by Tenant under this Lease, and Tenant shall remain liable therefor, nor shall the collection or acceptance of Rent from any assignee, subtenant or occupant constitute a waiver or release of Tenant from any of its obligations or liabilities under this Lease. Any consent given pursuant to this Article shall not be construed as relieving Tenant from the obligation of obtaining Landlord's prior written consent to any subsequent assignment or subletting.

7.6 Document Review. All documents utilized by Tenant to evidence any subletting or assignment for which Landlord's consent has been requested, shall be subject to prior approval by Landlord or its attorney. Tenant shall pay on demand all of Landlord's reasonable costs and expenses, not to exceed \$1,000 per occurrence, including reasonable attorney's fees, incurred in determining whether or not to consent to any requested subletting or assignment and for the review and approval of such documentation.

7.7 Permitted Transfers. Notwithstanding any provision of this Lease to the contrary, provided that Tenant remains liable on this Lease, provides Landlord with prior written notice and names of the applicable transferee, and Tenant is not then in default beyond any applicable notice and cure period, then the following transfers will not require Landlord's prior consent (each a "Permitted Transfer"):

- (i) a transfer to any entity which is controlled by Tenant;
- (ii) a transfer to any entity which controls Tenant ("Parent");
- (iii) a transfer to any entity which is controlled by Tenant's Parent; or
- (iv) a transfer to any entity which merges with Tenant or purchases substantially all of Tenant's assets, provided that such transferee or surviving corporation has a net worth at least as favorable as Tenant.

ARTICLE 8 - TRANSFER BY LANDLORD. In the event of a sale, conveyance, or assignment by Landlord of Landlord's interest in the Building (other than a transfer for security purposes only), Landlord shall be relieved from and after the date specified in any such notice of transfer or assignment of all of Landlord's obligations and liabilities accruing thereafter on the part of Landlord, and Tenant agrees to look only toward such assignee or transferee of Landlord's interest.

ARTICLE 9 - USE OF PREMISES

9.1 Use. Except as expressly permitted by prior written consent of Landlord, the Premises shall not be used other than for the purposes set forth in Article 1. All use of the Premises shall comply with the terms of this Lease and all applicable laws, ordinances, regulations or other governmental ordinances from time to time in existence.

9.2 Compliance with Rules and Regulations. Tenant and employees and all persons visiting or doing business with Tenant in the Premises shall be bound by and shall observe the reasonable Rules and Regulations as set forth in Exhibit D, attached hereto and made a part hereof, which may, at Landlord's sole discretion, be promulgated, amended, or expanded from time to time during the Lease term by Landlord relating to the Building and/or the Premises of which notice in writing shall be given to Tenant within thirty (30) days of such clause at which time they will become effective and all such rules and regulations as changed from time to time shall be deemed to be incorporated into and form a part of this Lease. Any default in the performance or observance of such rules and regulations shall be a default hereunder and Landlord shall have all remedies provided for in this Lease in the event of default by Tenant, Landlord however, shall not be responsible to Tenant for nonobservance by any other tenant or person of any tenant or person of any such rules and regulations.

9.3 Hazardous Substance. The term "Hazardous Substances," as used in this lease shall mean pollutants, contaminates, toxic or hazardous wastes, or any other substances the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment. Tenant hereby agrees that (i) no activity will be conducted on the Premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business activities (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Landlord; Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (ii) the Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Tenant's business (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance in writing by Landlord; Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (iii) no portion of the Premises will be used as a landfill or a dump; (iv) Tenant will not install any underground tanks of any type; (v) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; (vi) Tenant will not permit any Hazardous Substances to be brought into the Premises, except for the Permitted Materials described below, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Landlord or Landlord's representative shall have the right but not the obligation to enter the Premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Landlord's sole opinion, that said Permitted Materials are being improperly stored, used, or disposed of, then Tenant shall immediately take such corrective action as requested by Landlord. Should Tenant fail to take such corrective action within forty-eight (48) hours, Landlord shall have the right to perform such work and Tenant shall promptly reimburse Landlord for any and all costs associated with said work. If at any time during or after the term of the lease, the Premises is found to be so contaminated or subject to said conditions, Tenant shall diligently institute proper and thorough cleanup procedures at Tenant's sole cost, and Tenant agrees to indemnify and hold Landlord harmless from all claims, demand, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the Premises by Tenant. The foregoing indemnification and the responsibilities of Tenant shall survive the termination or expiration of this Lease.

ARTICLE 10 - INSURANCE

10.1 Tenant's Insurance. Tenant shall, during the Lease Term, procure at its expense and keep in force the following insurance:

(1) Commercial general liability insurance naming the Landlord as an additional insured against any and all claims for bodily injury and property damage occurring in, or about the Premises arising out of Tenant's use and occupancy of the Premises. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollar (\$2,000,000) aggregate limit and excess umbrella liability insurance in the amount of Two Million Dollars (\$2,000,000). Such liability insurance shall be primary and not contributing to any insurance available to Landlord and Landlord's insurance shall be in excess thereto. In no event shall the limits of such insurance be considered as limiting the liability of Tenant under this lease.

(2) Personal property insurance insuring all equipment, trade fixtures, inventory, fixtures and personal property located on or in the Premises for perils covered by the causes of loss - special form (all risk) and in addition, coverage for flood, earthquake and boiler and machinery (if applicable). Such insurance shall be written on a replacement cost basis in an amount equal to one hundred percent (100%) of the full replacement value of the aggregate of the foregoing.

(3) Workers' compensation insurance in accordance with statutory law and employers' liability insurance with a limit of not less than \$100,000 per accident, \$500,000 disease, policy limit and \$100,000 disease limit each employee.

(4) If Tenant performs any work on the Premises, prior to the commencement of any such work, Tenant shall deliver to Landlord certificates issued by insurance companies qualified to do business in the State of Colorado, evidencing that workers' compensation and public liability insurance and property damage insurance, all in the amounts satisfactory to Landlord, are in force and effect and maintained by all contractors and subcontractors engaged by Tenant to perform such work.

(5) Such other insurance as Landlord on a commercially reasonable basis deems necessary and prudent or required by Landlord's beneficiaries or mortgagees of any deed of trust or mortgage encumbering the Premises.

The policies required to be maintained by Tenant shall be with companies rated A X or better in the most current issue of A.M. Best's Insurance Ratings Guide; provided that workers' compensation insurance may be Best Rated B++. Insurers shall be licensed to do business in the state in which the Premises are located and domiciled in the USA. Any deductible amounts under any insurance policies required hereunder shall not exceed \$1,000. Certificates of insurance (certified copies of the policies may be required) shall be delivered to Landlord prior to the commencement date and annually thereafter at least thirty (30) days prior to the policy expiration date. Tenant shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided such blanket policy expressly affords coverage to the Premises and to Landlord as required by this Lease. Each policy of insurance shall provide notification to Landlord at least thirty (30) days prior to any cancellation or modification to reduce the insurance coverage.

In the event Tenant does not purchase the insurance required by this lease or keep the same in full force and effect, Landlord may, but shall not be obligated to purchase the necessary insurance and pay the premium. The Tenant shall repay to Landlord, as additional rent, the amount so paid promptly upon demand. In addition, Landlord may recover from Tenant and Tenant agrees to pay, as additional rent, any and all reasonable expenses (including attorneys' fees) and damages which Landlord may sustain by reason of the failure to Tenant to obtain and maintain such insurance.

The amount of any coverages required herein may be reasonably increased from time to time, but not more than every five (5) years, as may be reasonably required by Landlord in order to maintain adequate coverage.

10.2 Waiver of Subrogation. Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss of, or damage to, either parties' property, to the extent that such loss or damage is insured by an insurance policy (or in the event either party elects to self insure any property coverage required) required to be in effect at the time of such loss or damage. Each party shall obtain any special endorsements, if required by its insurer whereby the insurer waives its rights of subrogation against the other party. The provisions of this clause shall not apply in those instances in which waiver of subrogation would cause either party's insurance coverage to be voided or otherwise made uncollectible.

10.3 Insurance By Landlord. Landlord shall, during the Lease Term, procure and keep in force the following insurance, the cost of which shall be deemed as Additional Rent and payable as an Operating Expense:

(a) Property insurance insuring the building and improvements and rental value insurance for perils covered by the causes of loss - special form (all risk) and in addition coverage for flood, earthquake and boiler and machinery (if applicable). Such coverage (except for flood and earthquake) shall be written on a replacement cost basis equal to ninety percent (90%) of the full insurable replacement value of the foregoing and shall not cover Tenant's equipment, trade fixtures, inventory, fixtures or personal property located on or in the Premises.

(b) Commercial general liability insurance against any and all claims for bodily injury and property damage occurring in or about the Building or the Land. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence per location with a Two Million Dollar (\$2,000,000) aggregate limit.

(c) Such other insurance as Landlord deems necessary and prudent or required by Landlord's beneficiaries or mortgagees of any deed of trust or mortgage encumbering the Premises.

ARTICLE 11 - OBSERVANCE OF LAW

11.1 Law. Tenant, at Tenant's sole expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities now in force or which may hereafter be in force, which shall impose any duty upon Landlord or Tenant with respect to the use, occupation or alteration of the Premises, and that Tenant shall use all reasonable efforts to fully comply with the Americans With Disabilities Act.

11.2 Taxes. Tenant shall fully and timely pay all business and other taxes, margin tax, charges, rates, duties, assessments and license fees levied, rates imposed, charged or assessed against or in respect of Tenant's occupancy of the Premises or in respect of the personal property, trade fixtures, furniture and facilities of Tenant or the business or income of Tenant on and from the Premises, if any, as and when the same shall become due, and to indemnify and hold Landlord harmless from and against all payment of such taxes, charges, rates, duties, assessments and license fees and against all loss, costs, charges and expenses occasioned by or arising from any and all such taxes, rates, duties, assessments and license fees, and to promptly deliver to Landlord for inspection, upon written request of Landlord, evidence satisfactory to Landlord of any such payments.

ARTICLE 12 - WASTE AND NUISANCE

Tenant shall not commit, suffer or permit any waste or damage or disfiguration or injury to the Premises or common areas in the Building or the fixtures and equipment located therein or thereon, or permit or suffer any overloading of the floors thereof and shall not place therein any safe, heavy business machinery, computers, data processing machines, or other heavy objects without first obtaining the consent in writing of Landlord which shall not be unreasonably withheld or delayed and, if requested, by Landlord's superintending architect,

and not use or permit to be used any part of the Premises for any dangerous, noxious or offensive trade or business, and shall not cause or permit any nuisance, noise or action in, at or on the Premises.

ARTICLE 13 - ENTRY BY LANDLORD

Landlord and its agents shall have the right to enter the Premises at all reasonable times, with reasonable advance notice to Tenant and provided that Landlord and its agents shall use commercially reasonable efforts to limit access to periods outside Tenant's normal business hours, for the purpose of examining or inspecting the same, to supply janitorial services and any other services to be provided by Landlord to Tenant hereunder, to show the same to prospective purchasers or tenants of the Building, and to make such alterations, repairs, improvements or additions, whether structural or otherwise, to the Premises or to the Building as Landlord may deem necessary or desirable. Landlord may enter by means of a master key without liability to Tenant except for any failure to exercise due care for Tenant's property and without affecting this Lease.

ARTICLE 14 - RELEASE, WAIVER AND INDEMNIFICATION

14.01 Release. To the extent not expressly prohibited by law, Tenant releases Landlord, its beneficiaries, mortgagees, stockholders, agents (including, without limitation, management agents), partners, officers, servants and employees, and their respective agents, partners, officers, servants and employees ("Related Parties"), from and waives all claims for damages to person or property sustained by Tenant or by any occupant of the Premises or the Building, or by any other person, resulting directly or indirectly from fire or other casualty, any existing or future condition, defect, matter or thing in the Premises, the Building or any part thereof, or from any equipment or appurtenance therein, or from any accident in or about the Building, or from any act of neglect of any tenant or other occupant of the Building or of any other person, but excepting any claims due to or arising from the willful misconduct or negligence of Landlord or Landlord's Related Parties.

14.02 Tenant's Indemnification. To the extent not expressly prohibited by law, Tenant agrees to hold harmless and indemnify Landlord and Landlord's Related Parties from and against claims and liabilities, including reasonable attorneys' fees, (i) for injuries to all persons and damage to or theft or misappropriation or loss of property occurring in or about the Premises arising from Tenant's occupancy of the Premises or the conduct of its business, or from activity, work, or thing done, permitted or suffered by Tenant, its employees, agents, guests or invitees in or about the Premises and the Building, or (ii) from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or (iii) due to any other act or omission of Tenant, its agents, employees, guests or invitees, or (iv) if any person, not a party to this Lease, shall institute an action against Tenant in which Landlord or Landlord's Related Parties shall be made a party, and the claims against Landlord thereunder result or arise from any act or omission of Tenant, its employees, agents, guests or invitees. Landlord may, at its option, repair such damage or replace such loss, and Tenant shall upon demand by Landlord reimburse Landlord for the reasonable costs of such repairs, replacement and damages in excess of amounts, if any, paid to Landlord under insurance covering such damages. In the event any action or proceeding is brought against Landlord or Landlord's Related Parties by reason of any such claims, then, upon notice from Landlord, Tenant covenants to defend such action or proceeding by counsel reasonably satisfactory to Landlord.

14.03 Tenant's Fault. If any damage to the Building or any equipment or appurtenance therein, whether belonging to Landlord or to other tenants in the Building, results from any act or neglect of Tenant, its agents, employees, guests or invitees, Tenant shall be liable therefor and Landlord may, at Landlord's option repair such damage, and Tenant shall, upon demand by Landlord, reimburse Landlord the total cost of such repairs and damages to the Building. If Landlord elects not to repair such damage, Tenant shall promptly repair such damages at its own cost and in accordance with the alteration and lien provisions of this Lease. If Tenant occupies space in which there is exterior or interior glass, then Tenant shall be responsible for the damage,

breakage or repair of such glass, except to the extent such loss or damage is recoverable under Landlord's insurance, if any, and except to the extent the glass is broken by Landlord, its servants, employees or agents acting on its behalf.

14.04 Landlord's Indemnification. Subject to applicable waivers of subrogation, limitations on liability and waivers by Tenant, Landlord agrees to indemnify, defend and hold harmless Tenant and its officers, directors, partners and employees from and against all liabilities, losses, demands, actions, expenses or claims, including attorneys' fees and court costs but excluding consequential damages, for injury to or death of any person or for damage to any property to the extent such are determined to be caused by the gross negligence or willful misconduct of Landlord, its agents, employees, or contractors in or about the Premises or Building. None of the events or conditions set forth in this paragraph shall be deemed a constructive or actual eviction or entitle Tenant to any abatement or reduction of rent.

14.05 Limitation on Landlord's Liability. Tenant agrees that in the event Tenant shall have any claim against Landlord or Landlord's Related Parties under this Lease arising out of the subject matter of this Lease, Tenant's sole recourse shall be against Landlord's interest in the Building, for the satisfaction of any claim, judgment or decree requiring the payment of money by Landlord or Landlord's Related Parties as a result of a breach hereof or otherwise in connection with this Lease, and no other property or assets of Landlord, Landlord's Related Parties or their successors or assigns, shall be subject to the levy, execution or other enforcement procedure for the satisfaction of any such claim, judgment, injunction or decree.

ARTICLE 15 - ALTERATIONS

15.1 Alterations by Tenant. Tenant shall not make, install or erect in or to the Premises any installations, alterations, additions or partitions without submitting the drawings and specifications to Landlord and obtaining Landlord's prior written consent in each instance, which consent may be given or withheld in Landlord's reasonable discretion. Notwithstanding the foregoing, Landlord's consent shall not be required for any alteration to the interior of the Premises that complies with the following requirements: (a) is non-structural in nature; (b) does not affect the roof or any area outside of the Premises; (c) does not materially affect the electrical, plumbing, HVAC or mechanical systems in the Building or servicing the Premises, or the sprinkler or other life safety system; (d) costs less than \$10,000.00 for each such alteration project in the aggregate; (e) Landlord receives prior written notice; (f) Tenant is not then in default; and (g) Landlord receives "as built" plans, if applicable. Furthermore, Tenant shall obtain Landlord's prior written consent to any change or changes in such drawings or specifications submitted as aforesaid, subject to the payment of the cost to Landlord or having its architects review such plans and changes thereto prior to proceeding with any work based on such drawings or specifications. All such work shall be performed free and clear of all mechanic's liens and Landlord shall have no liability for the performance of such work, notwithstanding its consent to any plans and specifications. Provided nevertheless that Landlord may, at its option, at Tenant's expense, require that Landlord's contractors be engaged for any work relating to essential Building systems (such as life/safety, mechanical, electrical, roof and other systems). Subject to the preceding sentence, any work performed by or for Tenant shall be performed by competent, licensed contractors who meet with the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. In addition to the above all contractors and subcontractors must meet Landlord's specifications, as reasonably determined by Landlord, for minimum requirements for insurance, bonds, quality of work, experience and such other reasonably applicable factors. Tenant shall submit to Landlord's supervision over construction, shall provide Landlord upon request with financial assurances prior to the commencement of alterations, and promptly pay to Landlord's or Tenant's subcontractors, as the case may be, when due, the costs of all such work and of all materials, labor and services involved therein and of all decoration and all changes in the Building, its equipment or services necessitated thereby. Tenant covenants that Tenant will not suffer or permit during the Lease Term hereof any mechanics' or other liens for work, labor, services or materials ordered by Tenant or for the cost of which Tenant may be in any obligated, to attach to the Premises or to the Building and that whenever and so often as any such liens shall attach or claims therefor shall be

filed, Tenant shall, within twenty (20) days after Tenant has notice of the claim for lien, procure the discharge thereof by payment or by giving security or in such other manner as is or may be required or permitted by law or which shall otherwise satisfy Landlord. Tenant shall, at its own cost and expense, take out or cause to be taken out any additional insurance or bonds reasonably required by Landlord to protect Landlord's and Tenant's interest during the period of alteration.

At least five (5) days prior to the commencement of any work permitted to be done by persons requested by Tenant on the Premises, Tenant shall notify Landlord of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work so that Landlord may avail itself of the provisions of statutes such as Section 38-22-105(2) of the Colorado Revised Statutes (1973). During any such work on the Premises, Landlord, or its representatives, shall have the right to go upon and inspect the Premises at all reasonable times, and shall have the right to post and keep posted thereon notices such as those provided for by Section 38-22-105(2) C.R.S. (1973) or to take any further action which Landlord may deem to be proper for the protection of Landlord's interest in the Premises.

15.2 Alterations by Landlord. Landlord hereby reserves the right at any time and from time to time to make changes in, additions to, subtractions from or rearrangements of the Building, including, without limitation, all improvements at any time thereof, all entrances and exits thereto, and to grant, modify and terminate easements or other agreements pertaining to the use and maintenance of all or parts of the Building, including, but not limited to, the entrance foyer and lobby, and the common corridors and to make changes or additions to the pipes, conduits, ducts, utilities and other necessary building services in the Premises which serve other portions of the Building, provided that prior to the Commencement Date, Landlord may alter the Premises to the extent found necessary by Landlord to accommodate changes in construction design or facilities including major alterations but provided always that the Premises, as altered, shall be in all material aspects comparable to the Premises as defined herein.

ARTICLE 16 - SIGNS AND ADVERTISING

Tenant shall not install, paint, display, inscribe, place or affix any sign, picture, advertisements, notice, lettering or direction on any part of the Building or in the interior of the Premises or other portion of the Building. Landlord will prescribe a uniform pattern of identification signs for tenants to be placed on the outside corridor wall which is near the door leading into the Premises and other than such identification signs and signage provided under the Rider, Tenant shall not install, paint, display, inscribe, place or affix, or otherwise attach, any sign, picture, advertisement, notice, lettering or direction on the inside or outside of the Premises for exterior view without the written consent of Landlord, which shall not be unreasonably withheld or delayed.

ARTICLE 17 - SUBORDINATION TO MORTGAGES AND DEEDS OF TRUST

17.1 This Lease and the rights of Tenant hereunder shall be and are hereby made subject and subordinate to the lien of any mortgages or deeds of trust now or hereafter existing against the Building and to all renewals, modifications, consolidations, replacements and extensions thereof and to all advances made, or hereafter to be made, upon the security thereof. Although such subordination shall be self-operating, Tenant, or its successors in interest, shall upon Landlord's request, execute and deliver upon the demand of Landlord any and all instruments desired by Landlord, subordinating, in the manner reasonably requested by Landlord, this Lease to any such mortgage or deed of trust. If Tenant requests any modifications to such instrument(s), other than corrections, Tenant shall pay any reasonable fee required by the lender or other third party.

Should any mortgage or deed of trust affecting the Building be foreclosed, then:

(a) The liability of the mortgagee, beneficiary or purchaser at such foreclosure sale shall exist only so long as such mortgagee, beneficiary or purchaser is the owner of the Building and such liability shall not continue or survive after further transfer of ownership; and

(b) Tenant shall be deemed to have attorned, as Tenant under this Lease, to the purchaser at any foreclosure sale thereunder, and this Lease shall continue in full force and effect as a direct lease between and binding upon Tenant and such purchaser at any foreclosure sale.

As used in this Section "mortgagee" and "beneficiary" shall include successors and assigns of any such party, whether immediate or remote, the purchaser of any mortgage or deed of trust, whether at foreclosure or otherwise, and the successors, assigns and mortgagees and beneficiaries of such purchaser, whether immediate or remote.

Landlord, at the written request of Tenant, agrees to request any mortgagee or beneficiary to enter into a non-disturbance agreement with Tenant, in a form satisfactory to such mortgagee or beneficiary, stating that Tenant's right to the continued use and possession of the Premises shall be under the same terms and conditions as set forth in this Lease provided that at such time Tenant is not in default of its obligations herein. However, notwithstanding such request, Landlord makes no representations or warranties that such non-disturbance agreement will be entered into by any beneficiary or mortgagee.

ARTICLE 18 - ESTOPPEL CERTIFICATE

Tenant agrees that it will from time to time, upon request by Landlord, execute and deliver to Landlord within five (5) business days after demand therefor an estoppel certificate in Landlord's form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified).

ARTICLE 19 - QUIET ENJOYMENT

Subject to the terms and provisions of this Lease, Landlord covenants and agrees that Tenant shall peaceably and quietly enjoy the Premises and Tenant's rights hereunder during the term hereof, without hindrance by Landlord or any party claiming by, through, or under Landlord.

ARTICLE 20 - FIXTURES

Any or all installations, alterations, additions, partitions and fixtures other than Tenant's trade fixtures in or upon the Premises, whether placed there by Tenant or Landlord, shall, immediately upon such placement, become the property of Landlord without compensation therefor to Tenant. Notwithstanding anything herein contained, Landlord shall be under no obligation to repair, maintain or insure such installations, alterations, additions, partitions and fixtures or anything in the nature of a leasehold improvement made or installed by or on behalf of Tenant. Landlord may elect that any or all installations made or installed by or on behalf of Tenant be removed at the end of the Lease Term and, if Landlord so elects, Landlord shall notify Tenant of its determination at time of installation of leasehold improvements and it shall be Tenant's obligation to restore the Premises to the conditions they were in previous to such alterations, installations, partitions and fixtures on or before the termination of this Lease. Such removal and restoration shall be at the sole expense of Tenant.

ARTICLE 21 - DAMAGE OR DESTRUCTION

21.1 Casualty. In the event that the Building should be totally destroyed by fire, tornado or other casualty, or should be so damaged that rebuilding or repairs cannot be completed within one hundred eighty (180) days after the date of such damage, Landlord or Tenant may, at their option, terminate this Lease in which event

the rent shall be abated during the unexpired portion of this Lease effective with the date of such damage. In the event the Building should be damaged by fire, tornado or other casualty, but only to such extent that rebuilding or repairs in Landlord's reasonable estimation can be completed within one hundred eighty (180) days after the date of such damage, Landlord shall, within sixty (60) days after the date of such damage commence the process to rebuild or repair the Building and shall proceed with reasonable diligence to restore the Building to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Landlord shall not be required to rebuild, repair or replace any part of the partitions, fixtures and other improvements which may have been placed by Tenant or other tenants within the Building.

In the event any mortgagee under a deed of trust, security agreement or mortgage on the Building should require that the insurance proceeds be used to retire the mortgage debt, Landlord shall have no obligation to rebuild and if Landlord so elects, this Lease shall terminate upon notice to Tenant. Unless otherwise provided in this Lease, any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or to the Premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

21.2 Casualty Caused by Tenant. If fire or other casualty causing injury to the Premises or other parts of the Building shall have been caused by the negligence or misconduct of Tenant, its agents, servants or employees, Rent shall abate as set forth in Section 21.1 only to the extent that Landlord actually receives insurance proceeds applicable to the loss rental from the Premises.

ARTICLE 22 - CONDEMNATION

22.1 Eminent Domain. If more than twenty percent (20%) of the Rentable Area of the Premises is taken by eminent domain, or by conveyance in lieu thereof, and if such taking interferes substantially with Tenant's use of the Premises, then this Lease, at the option of either party evidenced by notice to the other given within thirty (30) days from such taking or conveyance, shall forthwith cease and terminate entirely. In the event of such termination of this Lease, then rental shall be due and payable to the actual date of such termination. If less than twenty percent (20%) of the Rentable Area of the Premises is taken, or if more than twenty percent (20%) of the Premises is taken and neither party terminates this Lease, this Lease shall cease and terminate as to that portion of the Premises so taken as of the date of such taking, and the rental thereafter payable under this Lease shall be abated Proportionate from the date of such taking in an amount by which that portion of the Rentable Area of the Premises so taken shall bear to the Rentable Area of the Premises prior to such taking. If any part of the Building shall be taken by eminent domain, or by conveyance in lieu thereof, and if such taking substantially interferes with Landlord's ownership or use of the Building, Landlord, at its option, may upon thirty (30) days' notice to Tenant, terminate this Lease as of the date of such taking.

22.2 Damages. All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Premises or Building shall be the property of Landlord and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for the taking of Tenant's fixtures and other personal property or moving expenses if a separate award for such items is made to Tenant.

22.3 Restoration. If both Landlord and Tenant elect not to terminate this Lease, Tenant shall remain in that portion of the Premises which shall not have been appropriated or taken as herein provided, and Landlord agrees, at Landlord's sole cost and expense, to, as soon as reasonably possible, restore the remaining portion of the Premises to a complete unit of like quality and character as existed prior to such appropriation or taking.

ARTICLE 23 - LOSS AND DAMAGE AND DELAY

23.1 Loss and Damage. Unless due to or arising from the willful misconduct or negligence of Landlord, its agents, servants or employees, but subject to the limitations set forth in Section 14.04 below Landlord shall

not be liable or responsible in any way for:

(a) any death or injury arising from or out of any occurrence in, upon or at the Building or for damage to property of Tenant or others located on the Premises, nor shall it be responsible in any event for damage to any property of Tenant or others from any cause whatsoever, unless such damage, loss, injury or death results from the willful misconduct or negligence of Landlord, its agents, servants or employees. Without limiting the generality of the foregoing, Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow or leaks from any part of the Premises or from the pipes, appliances, plumbing works, roof, street, or subsurface of any floor or ceiling or from any other place or because of dampness or climatic conditions from any other cause of whatsoever kind. Landlord shall not be liable for any damage whatsoever caused by any other tenant or persons in or about the Building, or by an occupant of adjacent property thereto, or the public, or construction of any private, public or quasi-public work. All property of Tenant kept or stored on the Premises shall be kept or stored at the risk of Tenant;

(b) any act or omission (including theft, malfeasance or negligence) on the part of any agent, contractor or person from time to time employed by Landlord to perform janitor services or security services, or repairs or maintenance services, in or about the Premises or the Building; or

(c) loss or damage, however caused, to money, securities, negotiable instruments, papers or other valuables of Tenant.

23.2 Delays. Whenever and to the extent that Landlord shall be unable to fulfill, or shall be delayed or restricted in the fulfillment of, any obligation hereunder in respect to the supply of or provision for, any service or utility or the doing of any work or the making of any repairs by reason of being unable to obtain the material, goods, equipment, service, utility or labor required to enable it to fulfill such obligation or by reason of any statute, law or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any governmental department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control, whether of the foregoing character or not, Landlord shall be entitled to extend the time for fulfillment of such obligation by a time equal to the duration of such delay or restriction, and Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

ARTICLE 24 - DEFAULT AND REMEDIES

24.1 Default by Tenant. The following events shall be deemed to be events of default by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of rent or any other sum due to Landlord as herein provided and such failure shall continue for a period of five (5) business days; provided, however, Tenant shall be entitled to written notice and an additional five (5) day cure period on two (2) occasions during any twelve (12) month period before Tenant shall be deemed to be in default.

(b) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than payment of rent or other sums due to Landlord, and shall not cure such failure within fifteen (15) days after written notice thereof to Tenant, unless such default cannot reasonably be cured within such period wherein Tenant shall not be in default if it commences to cure the default within the fifteen (15) day period and diligently pursues completion of same. If the cure is of such a nature that it will take more than thirty (30) days to complete, Tenant shall submit to Landlord a reasonably detailed timeline and outline of such cure for Landlord's approval, not to be unreasonably withheld, conditioned or delayed.

(c) Tenant or any guarantor of Tenant's obligations under this Lease shall die, cease to exist as a corporation or partnership or be otherwise dissolved or liquidated or become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(d) Tenant or any guarantor of Tenant's obligations under this Lease shall file a petition under any section or chapter of the national bankruptcy act as amended or under any similar law or statute of the United States or any state thereof; or Tenant or any guarantor of Tenant's obligations under this Lease shall be adjudged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligations under this Lease.

(e) A receiver or trustee shall be appointed for all of the Premises or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this Lease.

(f) Tenant shall abandon or vacate any portion of the Premises, unless Tenant continues to pay its rent on time.

24.2 Remedies of Landlord. Upon the occurrence of any such event of default as set forth in Section 24.1, Landlord shall have the option to pursue any one or more of the remedies listed below or elsewhere in this Lease, or any other remedy available to Landlord at law or in equity, without prejudice to any other such remedy:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part thereof, by force if necessary, without being liable for prosecution of any claim of damages therefor.

(b) Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part thereof, by force if necessary, without being liable for prosecution of any claim for damages therefor, and relet the Premises and receive the rent therefor.

(c) Enter upon the Premises, by force if necessary, without being liable for prosecution of any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any reasonable expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise.

(d) Alter all locks and other security devices at the Premises without terminating this Lease.

In the event Landlord may elect to regain possession of the Premises by forcible detainer proceeding, Tenant hereby specifically waives, to the extent permitted by law, any statutory notice which may be required prior to such proceeding, and agrees that Landlord's execution of this Lease is in part consideration for this waiver.

Exercise by Landlord of any one or more of the remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. No such alteration of locks or other security devices and no removal or other exercise of dominion by Landlord over the property of Tenant or others at the Premises shall be deemed unauthorized or constitute a conversion, Tenant hereby consenting, after any event of default, to the aforesaid exercise of dominion over Tenant's property within the Premises. All claims for damages by reason of such reentry and/or repossession and/or alteration of locks or other security devices are hereby waived, as all claims for damages by reason of

any distress warrant, forcible detainer proceedings, sequestration proceedings or other legal process, to the extent permitted by law. Tenant agrees that any reentry by Landlord may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings or without the necessity for any legal proceedings, as Landlord may elect, and Landlord shall not be liable in trespass or otherwise.

In the event Landlord elects to terminate the Lease by reason of an event of default then notwithstanding such termination, Tenant shall be liable for and shall pay to Landlord, at the address specified for notice to Landlord herein, the sum of all rental and other indebtedness accrued to date of such termination, plus, as damages, an amount equal to the total rental hereunder for the remaining portion of the Lease term (had such term not been terminated by Landlord prior to the date of expiration as stated herein).

In the event that Landlord elects to repossess the Premises without terminating the Lease, then Tenant shall be liable for and shall pay to Landlord at the address specified for notice to Landlord herein, all rental and other indebtedness accrued to the date of such repossession, plus rent required to be paid by Tenant to Landlord during the remainder of the Lease term until the date of expiration of the term as stated herein diminished by any net sums thereafter received by Landlord through reletting the Premises during such period (after deducting expenses incurred by Landlord as provided below). In no event shall Tenant be entitled to any excess of any rental obtained by reletting over and above the rental herein reserved. Actions to collect amounts due by Tenant to Landlord under this subparagraph may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until expiration of the Lease term.

In the event of any default or breach by Tenant, Tenant shall also be liable and shall pay to Landlord, in addition to any sums provided to be paid above, broker's fees incurred by Landlord in connection with reletting the whole or any part of the Premises; the costs of removing and storing Tenant's or other occupants' property; the costs of repairing, altering, remodeling, or otherwise putting the Premises into condition acceptable to a new tenant or tenants; and all reasonable expenses incurred by Landlord in enforcing or defending Landlord's rights and/or remedies, including reasonable attorney's fees whether suit was actually filed or not.

In the event of termination or repossession of the Premises for an event of default, Landlord shall not have any obligation to relet or attempt to relet the Premises or any portion thereof, or to collect rental after reletting; and in the event of reletting, Landlord may relet the whole or any portion of the Premises for any period to any Tenant and for any use or purpose.

24.3 Landlord's Performance of Tenant's Duties. If Tenant shall fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Premises for such purpose), and thereupon Tenant shall be obligated to, and hereby agrees to pay Landlord upon demand all costs, expenses and disbursements, including reasonable attorney's fees incurred by Landlord in taking such remedial action.

24.4 No Prejudice. Landlord is entitled to accept, receive in cash or deposit any payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply the same at Landlord's option to any obligation of Tenant and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's rights to recover any and all amounts owed by Tenant hereunder and shall not be deemed to cure any other default nor prejudice Landlord's rights to pursue any other available remedy.

24.5 Interest on Late Payments. Any rent (whether Base Rent or Additional Rent) or other amount due from Tenant to Landlord under this Lease not paid when due shall bear interest from the date due until the date paid at the rate of one percent (1%) per month, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease. Failure to charge or collect such interest in connection with any one or more such late payments shall not constitute a waiver of Landlord's right to charge and collect such interest in connection with any other or similar or like late payments.

24.6 Late Payment Charge. In addition to interest and other amounts, in the event any rent or other amounts owing hereunder are not paid within five (5) days after the due date, then Landlord and Tenant agree that Landlord will incur additional administrative expenses, the amount of which will be difficult if not impossible to determine. Accordingly, in addition to such required payment, Tenant shall pay to Landlord an additional one time late charge for any such late payment in the amount of three percent (3%) of the amount of such late payment.

24.7 Remedies Cumulative. All of Landlord's rights and remedies under this Lease shall be cumulative with and in addition to any and all rights and remedies which Landlord may have at law or equity. Any specific remedy provided for in any provision of this Lease shall not preclude the concurrent or consecutive exercise of a remedy provided for in any other provision hereof.

24.8 Landlord's Default. Landlord shall not be deemed in default hereunder unless Tenant shall have given Landlord written notice of such default specifying such default with particularity and Landlord shall thereupon have thirty (30) days in which to cure any default unless such default cannot reasonably be cured within such period wherein Landlord shall not be in default if it commences to cure the default within the thirty (30) day period and diligently pursues completion of same. In the event of any default, Tenant agrees that its exclusive remedy shall be an action for damages. If the proposed cure is of such a nature that will take more than thirty (30) days to complete, Landlord shall give to Tenant a reasonably detailed timeline and explanation of the cure.

ARTICLE 25 - HOLDING OVER

25.1 If Tenant shall continue to occupy and continue to pay rent for the Premises after the expiration of this Lease with or without the consent of Landlord, and without any further written agreement, Tenant shall be a tenant from month to month at a monthly Base Rent equal to one hundred fifty percent (150%) of the last full monthly base rent payment due hereunder, and subject to all of the additional rentals, terms and conditions herein set out except as to expiration of the Lease Term. Such holding over may be terminated by Landlord or Tenant upon thirty (30) days' notice. In the event that Tenant fails to surrender the Premises upon termination or expiration of this Lease or such month to month tenancy, then Tenant shall indemnify Landlord against loss or liability resulting from any delay of Tenant in not surrendering the Premises, including, but not limited to, any amounts required to be paid to third parties who were to have occupied the Premises and reasonable attorney's fees related thereto.

ARTICLE 26 - NOTICE

26.1 Notice. Any notice, request, statement or other writing pursuant to this Lease shall be deemed to have been given if sent by registered or certified mail, postage prepaid, return receipt requested or delivered by nationally-recognized overnight courier to the party at the addresses set forth in Article 1. Such notice shall be deemed to have been received by Landlord or Tenant, as the case may be, on the second business day after the date on which it shall have been so mailed.

26.2 Change of Address. Any party may, by notice to the other, from time to time, designate another address in the United States, which notices mailed more than ten (10) days thereafter shall be addressed.

ARTICLE 27 - SECURITY DEPOSIT

Tenant has deposited the Security Deposit with Landlord as security for the performance by Tenant of all of the terms, covenants, and conditions required to be performed by it hereunder. The undisputed portion of such sum shall be returned to Tenant within forty-five (45) days following the expiration of the Lease Term and delivery of possession of the Premises to Landlord if, at such time, Tenant has fully performed all such terms, covenants and conditions. Prior to the time when Tenant is entitled to the return of the Security Deposit, Landlord shall be entitled to intermingle such deposit with its own funds and to use same for such purposes as Landlord may determine. Tenant shall not be entitled to any interest on the security deposit. In the event of default by Tenant in performing any of its obligations under this Lease, Landlord may, in addition to any other right or remedy available to Landlord hereunder and after giving notice to Tenant, use, apply, or retain all or any part of this Security Deposit for the payment of any unpaid rent or for any other amount which Landlord may be required to expend by reason of the default of Tenant, including any damages or deficiency in the reletting of the Premises or reasonable attorney's fees associated therewith, regardless of whether the accrual of such damages or deficiency occurs before or after an eviction. If a portion of the Security Deposit is used or applied by Landlord during the term hereof, Tenant shall, upon five (5) business days written demand, deposit with Landlord an amount sufficient to restore the Security Deposit to its original amount.

ARTICLE 28 - REAL ESTATE BROKERS

Tenant represents and warrants that Tenant has dealt directly with (and only with) the real estate brokers listed in Article 1 above in connection with this Lease, and that insofar as Tenant knows, no other broker, real estate agent, or similar individual or entity negotiated or participated in the negotiations of this Lease, or submitted or showed the Premises, or is entitled to any commission in connection herewith and Tenant agrees to indemnify Landlord against any liability for any other commissions claimed against Landlord through Tenant, including reasonable attorney's fees. Landlord represents and warrants that Landlord has dealt directly with (and only with) the real estate brokers listed in Article 1 above in connection with this Lease, and that insofar as Landlord knows, no other broker, real estate agent, or similar individual or entity negotiated or participated in the negotiations of this Lease, or submitted or showed the Premises, or is entitled to any commission in connection herewith, and Landlord agrees to indemnify Tenant against any liability for any other commissions claimed against Tenant through Landlord, including reasonable attorney's fees.

ARTICLE 29 - MISCELLANEOUS PROVISIONS

29.1 Financial Statements. Tenant shall, when requested by Landlord from time to time, furnish a true and accurate audited statement of its financial condition prepared in conformity with generally accepted accounting principles ("GAAP") and in a form reasonably satisfactory to Landlord. If Tenant does not use GAAP, such financial statements must be certified by an officer of Tenant as true, accurate and complete. Without limitation to the generality of the foregoing, Landlord may request such financial information in the event of any default by Tenant, if requested by any potential or actual lender or purchaser, or for any other legitimate business purpose. Landlord shall hold as confidential any financial statements received from Tenant (but may release the same to prospective purchasers and lenders, and other professionals who have a legitimate business purpose in reviewing the same; provided, however, Landlord shall notify Tenant if it intends to release such information to a third party).

29.2 OFAC.

(1) Tenant represents and warrants that (a) Tenant and each person or entity owning an interest in Tenant is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation

(collectively, the "List"), and (ii) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (b) none of the funds or other assets of Tenant constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined), (c) no Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly), (d) none of the funds of Tenant have been derived from any unlawful activity with the result that the investment in Tenant is prohibited by law or that the Lease is in violation of law, and (e) Tenant has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Tenant is prohibited by law or Tenant is in violation of law.

(2) Tenant covenants and agrees (a) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (b) to immediately notify Landlord in writing if any of the representations, warranties or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Tenant has a reasonable basis to believe that they may no longer be true or have been breached, (c) not to use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord under the Lease and (d) at the request of Landlord, to provide such information as may be requested by Landlord to determine Tenant's compliance with the terms hereof.

(3) Tenant hereby acknowledges and agrees that Tenant's inclusion on the List at any time during the Lease Term shall be a material default of the Lease. Notwithstanding anything herein to the contrary, Tenant shall not permit the Premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Premises by any such person or entity shall be a material default of the Lease.

29.3 ASHRAE. Landlord shall operate and maintain the heating, cooling and ventilation (HVAC) system for the Premises in a manner sufficient to maintain an indoor air quality within the limits required by the American Society of Heating, Air Conditioning and Refrigeration Engineers (ASHRAE) standard 62-1999. Tenant shall notify Landlord and its property manager as soon as is reasonably possible after Tenant first has knowledge of any of the following conditions at, in, on or within the Premises: standing water, water leaks, water stains, humidity, mold growth, or any unusual odors (including, but not limited, musty, moldy or mildewy odors).

29.4 Captions. The captions used herein are for convenience only and do not limit or amplify the provisions hereof. Whenever the singular is used the same shall include the plural, and words of any gender shall include the other gender.

29.5 Waiver. One or more waivers of any covenant, term or condition of this Lease by either party should not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval should not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

29.6 Entire Agreement. This Lease, including the Rider and all Exhibits hereto and the Buyout Agreement to be executed contemporaneously herewith, contain the entire agreement between the parties and no agreement shall be effective to change, modify or terminate this Lease in whole or in part unless such agreement is in writing and duly signed by the parties hereto.

29.7 Severability. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision.

29.8 Modification. Should any mortgagee or beneficiary under a deed of trust require a modification of this Lease, which modification will not bring about any increased cost or expense to Tenant or will in any way change the rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified.

29.9 Governing Law. This Lease shall be governed by and construed pursuant to the laws of the State of Colorado.

29.10 Successors and Assigns. The covenants and conditions herein contained shall inure to and bind the respective heirs, permitted successors, executors, administrators and assigns of the parties hereto, and the terms "Landlord" and "Tenant" shall include the permitted successors and assigns of either such party, whether immediate or remote, except as otherwise specifically set forth in this Lease to the contrary.

29.11 Authorization to Execute. In the event Tenant hereunder shall be a corporation, the parties executing this Lease on behalf of Tenant hereby covenant and warrant that Tenant is a duly qualified corporation and all steps have been taken prior to the date hereof to qualify Tenant to do business in the State of Colorado; all franchise and corporate taxes have been paid to date, and all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed.

29.12 Approval of Documents. Landlord's approval of Tenant's plans for work performed by Landlord in the Premises shall constitute Landlord's agreement that such plans are complete and sufficient and of adequate design for Landlord to complete the work thereunder in accordance with this Lease, and that said plans comply and are compatible with all Landlord and Building rules, regulations, designs and requirements..

29.13 Force Majeure. Neither Landlord nor Tenant shall be considered in default or breach of any of the terms, covenants and conditions of this Lease on either party's part to be performed (other than the payment of money) if either party fails to timely perform same and such failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, actualities, Acts of God, acts caused directly or indirectly by the other party or any other cause beyond the reasonable control of either party.

29.14 Attorneys' Fees. In the event either party institutes legal proceedings against the other for breach of or interpretation of any of the terms, conditions or covenants of this Lease, the party against whom a judgment is entered, shall pay all reasonable costs and expenses relative thereto, including reasonable attorneys' fees of the prevailing party.

29.15 Irrevocable Offer. Tenant acknowledges and agrees that by executing and delivering this Lease to Landlord or Landlord's agent Tenant has made an offer to Landlord which offer may not be revoked, altered or modified for a period of two (2) business days and, thereafter, only if Landlord has failed to countersign a copy of this Lease prior to Landlord's receipt of a written revocation.

29.16 Confidentiality. Tenant shall at all times keep the terms and conditions of this Lease confidential and shall not disclose the terms thereof to any third party, except for its accountants, attorneys and other professionals who have a legitimate business reason to know the terms of this Lease, and except as may be required by the Colorado Open Records Act, Section 24-72-201 et seq. of the Colorado Revised Statutes (1973). Without limitation to the generality of the foregoing, Tenant shall specifically not release any information about lease rates, concessions, options or rights to any current or prospective tenant or occupant of the Building. Landlord's sole remedy for any breach of this paragraph shall be an action for injunctive relief, and Landlord hereby waives any claim to damages.

29.17 No Jury Trial. TENANT AND LANDLORD EACH: (1) AGREE NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS LEASE OR THE RELATIONSHIP BETWEEN THE PARTIES AS TENANT AND LANDLORD THAT CAN BE TRIED BY A JURY; AND (2) WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL. IN THE EVENT OF AN EVICTION OF TENANT BY LANDLORD, TENANT AGREES TO PLEAD ALL CLAIMS THAT ARE NOT MANDATORY UNDER APPLICABLE RULES OF CIVIL PROCEDURE IN A SEPARATE ACTION.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date set forth on page 1 of this Lease.

LANDLORD:

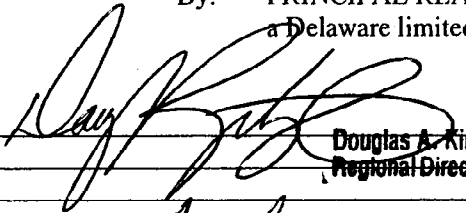
1290 BROADWAY, LLC, a Delaware limited liability company

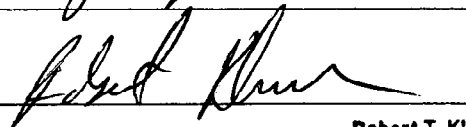
By: 1290 BROADWAY REIT, LLC, a Delaware limited liability company, its member

By: PRINCIPAL ENHANCED PROPERTY FUND, L.P., a Delaware limited liability company,
its managing member

By: PRINCIPAL ENHANCED PROPERTY FUND GP, LLC, a Delaware limited liability
company,
its general partner

By: PRINCIPAL REAL ESTATE INVESTORS, LLC,
a Delaware limited liability company, its sole member

By: 
Name: Douglas A. Kintzle
Title: Regional Director-Asset Management

By: 
Name: Robert T. Klinkner
Title: Investment Director Asset Management

FEB 26 2007

TENANT:

DENVER REGIONAL COUNCIL OF GOVERNMENTS,
a Colorado nonprofit corporation

By: 
Jennifer Schanfele, Executive Director

RIDER TO LEASE

Landlord and Tenant hereby agree that the following provisions are hereby added to the Lease:

1. [Intentionally Omitted]

2. Additional Allowance. Landlord hereby agrees to pay to Tenant the lesser of (i) Two Hundred Fifty Thousand and No/100ths Dollars (\$250,000.00) or (ii) the actual amount of Tenant's Initial Expenses ("Additional Allowance"). The Initial Expenses are defined to be those reasonable costs relating to Tenant's initial relocation into the Premises, including, without limitation, cabling and wiring costs, moving expenses, and furniture costs. Landlord shall pay to Tenant the Additional Allowance within thirty (30) days following Landlord's receipt from Tenant of fully paid invoices indicating the amount of Initial Expenses and that the same have been fully paid, as well as lien waivers, to the extent the work could create a lien. Tenant must request reimbursement of the Additional Allowance on or before December 31, 2008. In the event of Tenant's failure to perform pursuant to the terms and conditions hereof, including the non-payment of any monies due Landlord hereunder, the unamortized (with the amortization being over the term of this Lease without interest) portion of the Additional Allowance shall become fully liquidated and immediately due and payable, in addition to exercising any and all other remedies provided herein or at law and in equity.

3. Right of Refusal.

(a) Grant of Right of Refusal. Subject to the provisions as hereinafter set forth, Landlord hereby grants to Tenant a right of refusal ("Right of Refusal") to lease from Landlord all or a portion of the space located on the eighth (8th) floor of the Building ("Refusal Space").

(b) Third Party Offer; Exercise Notice. During the Lease Term, if Landlord desires to accept a bona fide term sheet from a third party that Landlord desires to accept ("Third Party Offer") to lease the Refusal Space or a portion thereof, Landlord shall first give to Tenant notice that Landlord has received such Third Party Offer and describing the terms and conditions of such Third Party Offer ("Third Party Offer Notice"). Tenant may exercise the Right of Refusal by giving Landlord written notice ("Exercise Notice") within seven (7) business days after the date of the Third Party Offer Notice of Tenant's desire to lease that portion of the Refusal Space set forth in the Third Party Offer. Hereinafter the term "Refusal Space" shall be and shall mean the Refusal Space or portion thereof set forth in the Third Party Offer.

(c) Expansion Amendment. After receipt of the Exercise Notice, Landlord and Tenant shall enter into an amendment of the Lease "Expansion Amendment" acceptable to Landlord and Tenant. Such Expansion Amendment shall provide that from and after the applicable date on which the Refusal Space is leased by Tenant ("Expansion Commencement Date"), the Lease shall be deemed modified as follows.

- (i) Base Rent for the Refusal Space shall be as set forth in the Third Party Offer;
- (ii) Tenant's Share applicable to the Refusal Space shall be a fraction, the numerator of which shall be the number of rentable square feet in the Refusal Space and the denominator of which shall be the number of rentable square feet in the Building (as both shall be reasonably determined by Landlord);
- (iii) The Base Year applicable to the Refusal Space shall be as set forth in the Third Party Offer;
- (iv) Tenant shall accept the Refusal Space in the time, condition and manner described in the Third Party Offer;

(v) Other applicable terms and conditions of the Third Party Offer shall modify the Lease; and

(vi) or all purposes under the Lease, other than for the applicable calculations set forth above, the term "Premises" shall be deemed to include the Refusal Space.

(d) Subordination. Tenant's Right of Refusal shall be subordinate to any and all existing rights or interests conferred to other tenants for all or any portion of the Refusal Space, as contained in any lease, or otherwise, in effect on the effective date of this Lease (or during any period that the Right of Refusal is not in effect), including, without limitation, (i) options or rights regarding renewal, extension or expansion and/or (ii) subleases.

(e) Failure to Exercise. If Tenant does not exercise its Right of Refusal in the time and manner set forth herein, the Right of Refusal shall be deemed terminated and of no further force or effect for a period of six (6) months. Following the expiration of any said six (6) month period, Tenant's Right of Refusal shall be reinstated. The parties acknowledge that the process described in this Subsection (e) may be repeated on several occasions during the term of this Lease.

(f) No Default. Tenant may exercise the Right of Refusal, and an exercise thereof shall only be effective, provided that Tenant is not then in default of any term or condition of this Lease beyond any applicable notice or cure period.

(g) Not Transferable. Tenant acknowledges and agrees that the Right of Refusal shall be deemed personal to Tenant and if Tenant subleases, assigns or otherwise transfers (except a Permitted Transfer) any interests hereunder to any person or entity prior to the exercise of the Right of Refusal, the Right of Refusal shall lapse and be forever waived.

4. Extension Option. Tenant shall have the right and option ("Extension Option") to renew this Lease for one (1) additional and consecutive period of seven (7) years under the same terms and conditions as stated in the Lease ("Extension Option"), with the exceptions that (a) no further renewal options shall exist and (b) monthly rental for such renewal term shall be based on the then prevailing market rental rate as determined by Landlord in good faith based on then recent lease renewals within the Building and/or similar buildings in the submarket, and taking into consideration Tenant's use and financial strength, as well as other relevant factors, Tenant may reject the extension option granted herein within thirty (30) days following Tenant's receipt of Landlord's determination of the prevailing market rental. The Extension Option shall be exercisable by Tenant, if at all, only by timely delivery to Landlord of written notice of election on or before nine (9) months prior to the expiration of the then current Lease Term, but no earlier than eighteen (18) months prior to the expiration of the then current Lease Term. The option herein granted shall be deemed to be personal to Tenant, and if Tenant subleases any portion of the Premises or otherwise assigns or transfers any interest thereof to another party, such option shall lapse. In the event that Tenant is in default of any term or condition of the Lease beyond any applicable notice and grace period, then there shall be no extension of this Lease as provided herein.

If Tenant desires to continue with the extension, but objects to the Market Rental Rate determined by Landlord, then Tenant must object to the same within said thirty (30) day period. No later than ten (10) days thereafter, Landlord and Tenant shall meet in an effort to negotiate, in good faith, the Market Rental Rate applicable to the Premises. If Landlord and Tenant have not agreed upon the Market Rental Rate applicable to the Premises within five (5) business days ("Deadline"), then Landlord and Tenant shall attempt to agree, in good faith, upon a single broker not later than five (5) business days following the Deadline, who shall determine the Market Rental Rate for the Premises. If Landlord and Tenant are unable to agree upon a single broker within such time period, then Landlord and Tenant shall each appoint one broker not later than ten (10) business days following the Deadline. Not later than fifteen (15) business days following the Deadline, the

two appointed brokers shall appoint a third broker. If either Landlord or Tenant fails to appoint a broker within the prescribed time period, the single broker appointed shall determine the Market Rental Rate. If both parties fail to appoint brokers within the prescribed time periods, then the first broker thereafter selected by a party shall determine the Market Rental Rate. If a single broker is chosen, then such broker shall determine the Market Rental Rate applicable to the Premises. Otherwise, the Market Rental Rate shall be the arithmetic average of two (2) of the three (3) determinations which are the closest in amount, and the third determination shall be disregarded. Landlord and Tenant shall instruct the brokers to complete their determination of the Market Rental Rate not later than forty-five (45) days following the Deadline. Each party shall bear the costs of its own broker, and the parties shall share equally the cost of the single or third broker if applicable. Each broker shall have at least five (5) years' experience in the leasing of commercial office buildings in the submarket in which the Building is located and shall be a licensed real estate broker.

5. **Risers.** Provided this Lease shall be in full force and effect and Tenant shall not be in default hereunder beyond any applicable grace period, Tenant may, at its sole cost and expense, install and operate during the Term, wiring a cabling within the risers of the Building. The use of the risers shall be subject to the following:

(i) Tenant shall not install such wiring or cabling, or use the risers, until it receives prior written approval from Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall within two (2) business days provide its response to any request for such installation.

(ii) The contractors performing work within the risers shall be approved (which approval shall not be unreasonably withheld, conditioned or delayed) or designated by Landlord prior to the commencement of any work.

(iii) Tenant covenants and agrees that the installation, operation and removal of the wiring and cabling will be at its sole risk. Tenant agrees to indemnify and defend Landlord against all claims, actions, damages, liabilities and expenses including reasonable attorney's fees and disbursements in connection with the loss of life, personal injury, damage to property or business or any other loss or injury or as a result of any litigation arising out of the installation, operation or removal of the wiring and cabling, or use of the risers. Tenant acknowledges that other tenants and occupants also use the risers; accordingly, Tenant shall not overburden the risers or damage any property of other tenants or occupants.

(iv) At the expiration or sooner termination of this Lease, or upon termination of the operation of the use of the wiring and cabling with the risers, Tenant shall remove all applicable wiring and cabling from within the risers and repair and damage caused thereby, at Tenant's sole cost and expense. If Tenant does not remove the wiring and cabling from the risers when so required following written notice from Landlord, Tenant hereby authorizes Landlord to remove and dispose of the wiring and cabling and to charge Tenant for all reasonable costs and expenses incurred.

6. **Satellite Dish.** Provided this Lease shall be in full force and effect and Tenant shall not be in default hereunder beyond any applicable grace period, Tenant may, at its sole cost and expense, install and operate during the Term, a small (not to exceed eighteen (18) inches in diameter) satellite dish (hereinafter the "Satellite Dish") on the roof of the Building at a location to be designated by Landlord, and reasonably acceptable to Tenant (hereinafter the "Installation Area"). The installation of such Satellite Dish shall be subject to the following:

(a) Tenant shall not install or operate the Satellite Dish until it receives prior written approval from Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Without limitation to the generality of the preceding sentence, it shall not be unreasonable for Landlord to withhold approval if the installation or operation of the Satellite Dish may (i) damage the Building or roof membrane, (ii) limit or void the roof warranty, and/or (iii) not be in keeping with the aesthetics of the Building. Prior to

commencing installation, Tenant shall provide Landlord with (1) detailed plans and specifications for the installation of the Satellite Dish, (2) copies of all required permits, licenses and authorizations, which Tenant will obtain at its own expense and which Tenant will maintain at all times during the operation of the Satellite Dish, and (iii) a Certificate of Insurance evidencing insurance coverage as required by this Lease and any other insurance reasonably required by Landlord for the installation and operation of the Satellite Dish.

(b) Tenant warrants and represents that (i) Tenant shall repair in a good and workmanlike manner any damage to the roof of the Building caused by the installation of the Satellite Dish, (ii) the maintenance of the Satellite Dish on the roof or the operation thereof shall not cause interference with any telecommunications, mechanical or other systems either located at or servicing the Building (whether belonging to or utilized by Landlord or any other tenant or occupant of the Building) or located at or servicing any building, premises or location in the vicinity of the Building limited however to that permissible under applicable F.C.C. regulations to the extent that such regulations apply, (iii) the installation, existence, maintenance and operation of the Satellite Dish shall not constitute a violation of any applicable laws, ordinances, rules, orders, regulations, etc. of any Federal, State, county and municipal authorities having jurisdiction thereover.

(c) The installation of the Satellite Dish shall be made subject to and in accordance with all of the provisions of this Lease. The contractors performing the installation of the Satellite Dish and/or performing any work on or to the roof or risers of the Building shall be approved or designated by Landlord prior to the commencement of any work.

(d) Tenant covenants and agrees that the installation, operation and removal of the Satellite Dish will be at its sole risk. Tenant agrees to indemnify and defend Landlord against all claims, actions, damages, liabilities and expenses including reasonable attorney's fees and disbursements in connection with the loss of life, personal injury, damage to property or business or any other loss or injury or as a result of any litigation arising out of the installation, operation or removal of the Satellite Dish.

(3) Landlord, at its sole option, may require Tenant, at any time prior to the Expiration Date, to terminate the operation of the Satellite Dish if it is causing physical damage to the structural exterior of the Building, interfering with any other service provided to other tenants in the Building, interfering with any other tenant's business, in excess of that permissible under F.C.C. regulations to the extent that such regulations apply and such regulations shall not require such tenants or those providing such services to correct such interference. Notwithstanding the foregoing, if Tenant can correct the damage or disturbance caused by the Satellite Dish to Landlord's reasonable satisfaction, Tenant may restore its operation. If the Satellite Dish is not corrected and restored to operation within thirty (30) days, Landlord, at its sole option, may require that Tenant remove the Satellite Dish at its own expense.

(f) At the expiration or sooner termination of this Lease, or upon termination of the operation of the Satellite Dish, or revocation of any license issued, Tenant shall remove the Satellite Dish (and all associated wiring and other appurtenances) from the Building and repair and damage caused thereby, at Tenant's sole cost and expense. Tenant shall leave the Installation Area in good order and repair. If Tenant does not remove the Satellite Dish when so required following written notice from Landlord, Tenant hereby authorizes Landlord to remove and dispose of the Satellite Dish and to charge Tenant for all reasonable costs and expenses incurred.

7. Storage Space.

(a) Storage Space. Currently, no storage space is available. However, Tenant may request storage space from time to time. Following receipt of such request, and subject to availability, Landlord hereby agrees to lease to Tenant up to a maximum of 500 rentable square feet of storage space ("Storage Space") at an additional monthly rate (payable in advance without offset or demand and otherwise payable as

additional rent) of \$10.00 / rsf / year during the remainder of the initial term of the Lease. For all purposes hereunder, excluding use, the Storage Space shall be deemed a part of the Premises and subject to all terms and conditions of this Lease, including, without limitation, Tenant's insurance requirements, Tenant's indemnification of Landlord, surrender and the waiver by Tenant of certain liabilities of Landlord.

(b) Configuration; Location. Landlord may, in its reasonable discretion, change the location and/or configuration of the Storage Space from time to time upon reasonable advance written notice to Tenant; provided, however, that such relocated or reconfigured storage space shall be approximately the same size as the Storage Space. In the event the relocated Storage Space is smaller than the original Storage Space, the rent applicable to the relocated Storage Space will be proportionately reduced, as reasonably determined by Landlord. In the event that the relocated Storage Space is larger than the original Storage Space, the rent applicable to the relocated Storage Space will not be increased. In the event of such a change in location of the Storage Space, Tenant shall cause the contents of the Storage Space to be moved to the new location, at Landlord's sole cost and expense, on or before the date reasonably required by Landlord.

(c) Use. Notwithstanding anything to the contrary contained in this Lease, Tenant shall use the Storage Space only for storage of personal property of Tenant related to Tenant's business operated from the Premises. In no event shall Tenant place or store any property in the Storage Space which is hazardous to persons or property.

(d) Indemnification. In addition and without limitation to any indemnification provision set forth in the Lease, Tenant hereby acknowledges and agrees that Landlord shall not be responsible for, or have any liability for, the theft of, or the loss or damage to any of Tenant's property placed or stored, from time to time, in the Storage Space, and Tenant hereby indemnifies and agrees to hold Landlord harmless against all claims and liabilities arising from Tenant's use of the Storage Space.

(e) No Services; HVAC. Landlord shall have the duty to provide lighting within the Storage Space, but, without limitation, no janitorial services or HVAC.

8. Signs. Landlord shall provide Building standard tenant signage on the lobby directory and a Building standard wall plaque in the elevator lobby. Additionally, Landlord will permit Tenant to place one (1) standard plaque (each plaque being two-sided and visible from both sides of each monument) on each of the two (2) monument signs associated with the Building (on a basis of joint identification with other tenants and occupants) and at Tenant's sole cost and expense, with such signage to be installed by no later than the Commencement Date. All costs associated with the fabrication, installation, maintenance, removal and replacement of Tenant's signage on the monument sign shall be the sole responsibility of Tenant. Tenant shall maintain such signage in good condition and repair. Tenant shall remove such signage and repair any damage caused thereby, at its sole cost and expense, upon the expiration or sooner termination of the Lease. The color, content, size and other specifications of any such signage shall be in accordance with the terms and conditions of the Lease, and shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Further, Tenant shall ensure that all signage complies with any and all applicable local zoning codes and building regulations.

9. Substitution Space. Landlord shall have no right to relocate or consolidate Tenant, or to otherwise substitute all or any portion of the Premises.

10. Conflict. In the event of any express conflict or inconsistency between the terms of this Rider and the terms of the Lease, the terms of this Rider shall control and govern.

11. Miscellaneous.

(a) Landlord shall keep Tenant apprised of Building procedures to be followed in the event of an emergency or disaster, and shall conduct at least one annual fire drill for the Building or Premises.

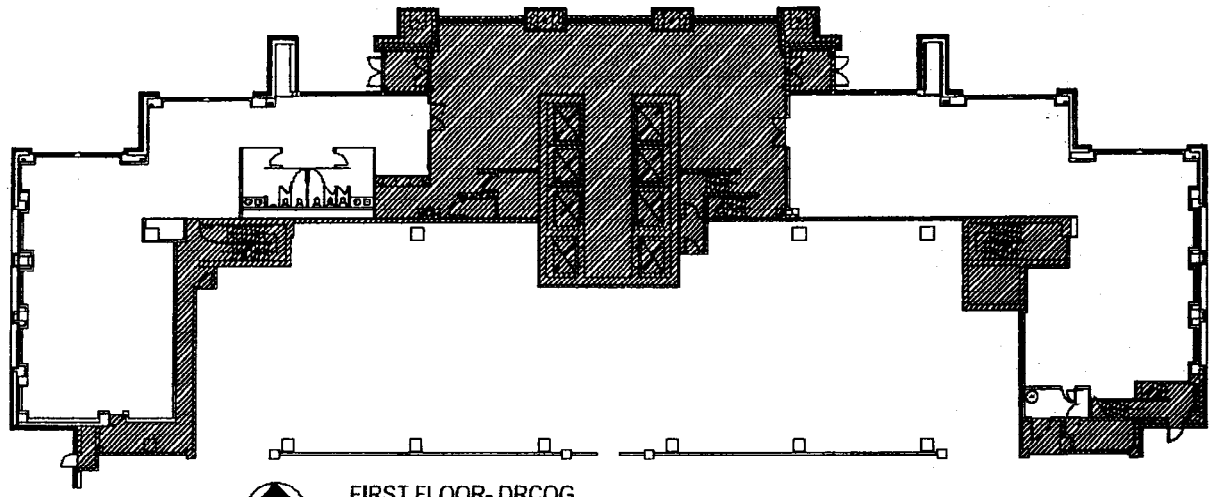
(b) Landlord agrees to provide at no expense to Tenant (or to allow Tenant to make its own arrangements for) collection of recyclables within the Premises.

(c) Landlord shall allow Tenant employees to have non-exclusive access to the exercise room in the Building, which access shall be on a first-come, first-served basis and at no expense to Tenant or its employees, for so long as the exercise room is dedicated as an exercise room (and not operated for some other use or operated by a third party concessionaire for a profit). Landlord has no current intent to change the use of the exercise room.

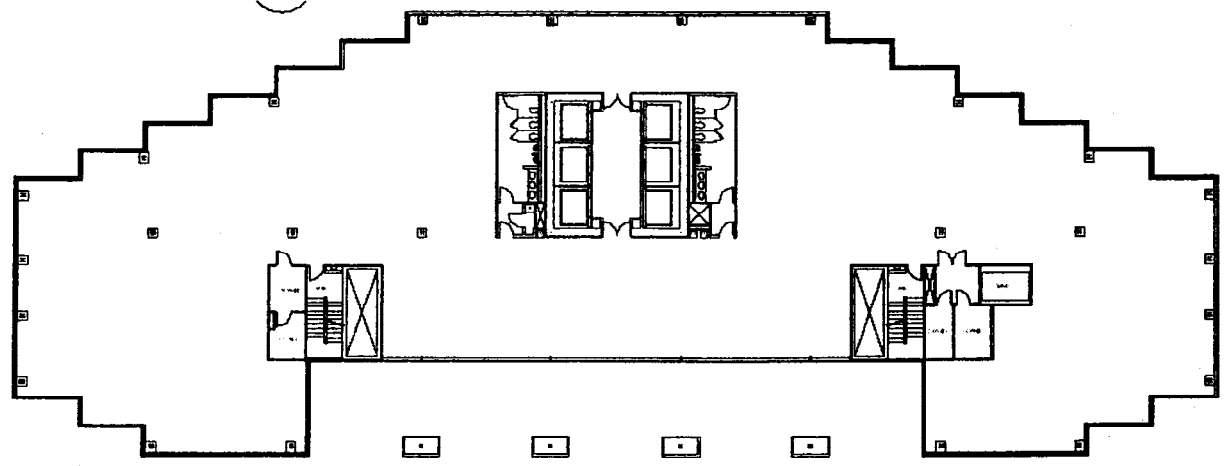
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EXHIBIT A

PREMISES



FIRST FLOOR-DRCOG



SEVENTH FLOOR-DRCOG

1290 BROADWAY

EXHIBIT B

SITE PLAN

1290 BROADWAY

Property Overview

Site Plan

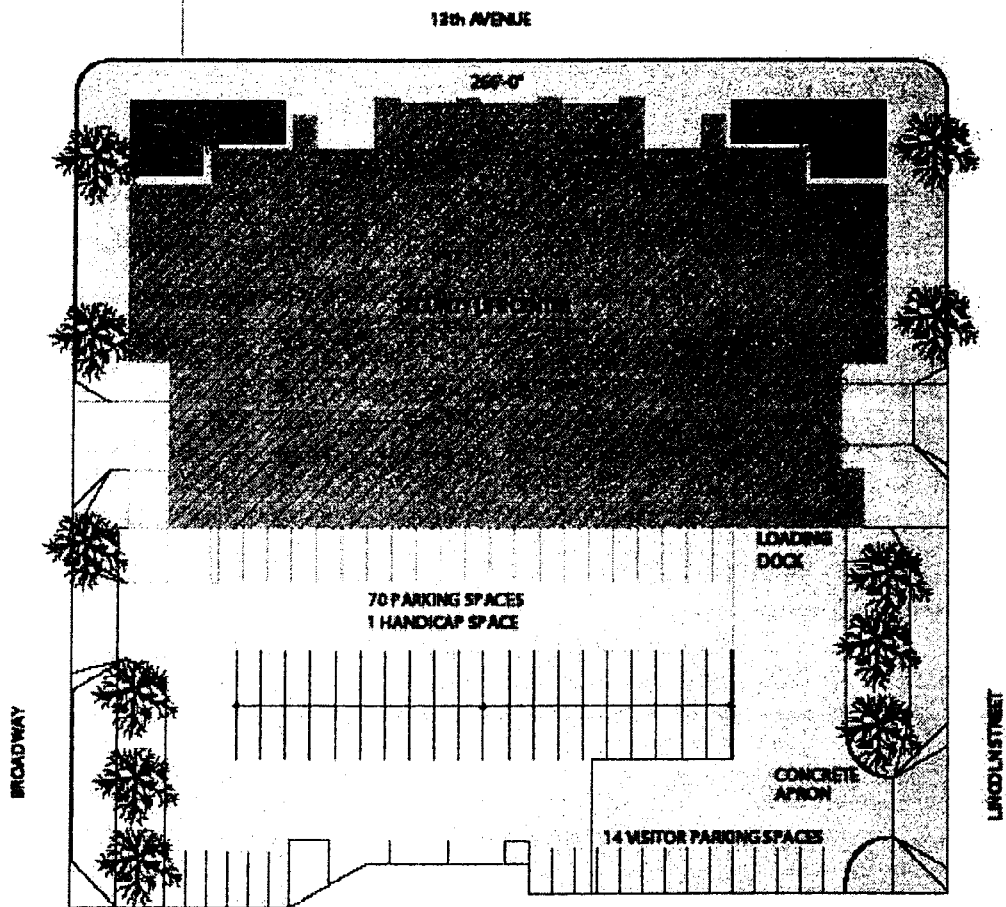


EXHIBIT C
Work Letter

The terms used herein shall have the meanings ascribed to them in the Lease, unless otherwise specifically stated herein.

1. **Plans.** The "Plans" shall be those certain space plans attached hereto as **Exhibit C-1**, which remain subject to Landlord's review and approval. Tenant shall (at a cost not to exceed Thirty-Four Thousand Four Hundred Two and 05/100ths Dollars (\$34,402.05) (i.e. \$1.35 per rsf)) have Tenant's architect (Ronan Design) complete all necessary plans and assist with services during Landlord's Work including, but not limited to, any space planning, mechanical, electrical and plumbing engineering services. Such expense shall be deducted from the turnkey costs.

2. **Landlord's Work.** Landlord shall furnish and install substantially in accordance with the Plans the materials and items described therein including materials, items and finishes to be identified and agreed upon as the Plans are finalized for construction ("Landlord's Work"). Additionally, Landlord's Work shall include a supplementary HVAC unit capable of cooling Tenant's server room (not to exceed five (5) tons) and the cost to install a built-in reception desk. The cost of the Plans and Landlord's Work shall be at Landlord's sole cost and expense e.g., "turnkey" based on the Plans; provided that any work that is not Landlord's Work or which is above Building-standard finishes shall be charged to and deducted from the Additional Allowance and paid for by Tenant, as more fully set forth herein. Unless otherwise specifically stated herein or in the Plans, all materials shall be of Building-standard quality and color. Building standard materials shall include Building-standard wood doors, frames and hardware, new Building-standard ceiling tiles and lights on the 1st floor (7th floor ceiling tiles and lighting to remain), electrical and data outlets in the amount required for customary office use, and Building-standard cabinets, sinks and hardware at locations noted on the plan. Above Building-standard finishes shall include, without limitation, any wall finishes other than paint, flooring materials (other than Building-standard carpet – and, further, existing carpet on the 7th floor shall not be replaced) and VCT tile, and any Tenant equipment, furniture or personal property to be installed within the Premises. Any above Building-standard finishes shall be charged against and deducted from the Additional Allowance. Landlord acknowledges that Don Fitzmartin of CBRE will act as Tenant's representative and Landlord agrees to use commercially reasonable efforts to cooperate with him.

3. **Extra Work; Omissions; Change Orders.**

(a) Tenant may request substitutions, additional or extra work and/or materials over and above Landlord's Work ("Change Order") to be performed by Landlord, provided that the Change Order, in Landlord's judgment, (1) shall not delay completion of Landlord's Work or the Commencement Date of the Lease; (2) shall be practicable and consistent with existing physical conditions in the Building and any other plans for the Building which have been filed with the appropriate municipality or other governmental authorities having jurisdiction thereover; (3) shall not impair Landlord's ability to perform any of Landlord's obligations hereunder or under the Lease or any other lease of space in the Building; and (4) shall not affect any portion of the Building other than the Premises. All Change Order shall require the installation of new materials at least comparable to Building standards and any substitution shall be of equal or greater quality than that for which it is substituted.

(b) In the event Tenant requests Landlord to perform the work specified in the Change Order and if Landlord accedes to such request, then and in that event, prior to commencing such work, Landlord shall submit to Tenant a written estimate ("Estimate") for said Change Order. Within five (5) days after Landlord's submission of the Estimate, Tenant shall, in writing, either accept or reject the Estimate. Tenant's failure either to accept or reject the Estimate within said five (5) day period shall be deemed rejection thereof. In the event that Tenant rejects the Estimate or the Estimate is deemed rejected, Tenant shall within five (5) days after such rejection propose to Landlord such necessary revisions of the Plans so as to enable Landlord to proceed as though no such Change Order had been requested. Should Tenant fail to submit such proposals regarding necessary revisions of the Plans within said five (5) day period, Landlord, in its sole discretion, may proceed to complete Landlord's Work in accordance

with the Plans already submitted, with such variations as in Landlord's sole discretion may be necessary so as to eliminate the Change Order.

(c) Tenant may request the omission of an item of Landlord's Work, provided that such omission shall not delay the completion of Landlord's Work and Landlord thereafter shall not be obligated to install the same. Credits for items deleted or not installed shall be granted in amounts equal to credits obtainable from subcontractors or materialmen. In no event shall there be any cash credits.

(d) In the event Landlord performs and work specified in the Change Order, Tenant shall pay to Landlord, upon acceptance of the Estimate a sum equal to the Estimate. Landlord shall be entitled to any cost savings.

4. **Punch List.** When Landlord is of the opinion that Landlord's Work is complete, then Landlord shall so notify Tenant. Tenant agrees that upon such notification, Tenant promptly (and not later than five (5) business days after the date of Landlord's said notice) will inspect the Premises and furnish to Landlord a written statement that Landlord's Work has been completed and are complete as required by the provisions of this Exhibit and the Lease with the exception of certain specified and enumerated items (hereinafter referred to as the "Punch List"). Tenant agrees that at the request of Landlord from time to time thereafter, Tenant will promptly furnish to Landlord revised Punch Lists reflecting any completion of any prior Punch List items.

5. **Substantial Completion Date.** It is mutually agreed that if the Punch List or any revised Punch List consists only of items which would not materially impair Tenant's use or occupancy of the Premises, then, in such event, Tenant will acknowledge in writing that Landlord's Work is complete and accept possession of the Premises ("Substantial Completion Date" or "Date of Substantial Completion"); provided, however, that such acknowledgment of acceptance shall not relieve Landlord of its obligations to promptly complete all such Punch List items. Notwithstanding the foregoing, in no event shall Landlord be obligated to repair latent defects, not originally listed on the Punch List, beyond a period of six (6) months after the Substantial Completion Date, as defined below. Promptly after the Substantial Completion Date, the parties will execute an instrument in the form attached hereto as **Exhibit G**, confirming the Substantial Completion Date, the Commencement Date and the Expiration Date.

6. **Delay of Commencement Date.** Tenant will take possession of the Premises as of and on the Commencement Date. Landlord has not agreed or represented that the Premises will be substantially ready for occupancy on a specific date. This Lease shall continue in full force and effect, and no liability shall arise against Landlord, because of any delay in the completion of Landlord's Work; provided, however, that all Rent due hereunder shall abate on a per diem basis and the Commencement Date shall be deferred until the Substantial Completion Date. Notwithstanding anything contained in this Work Letter to the contrary, there shall be no abatement of Rent and no deferral of the Commencement Date if Landlord's Work is not substantially complete due to any special equipment, fixtures or materials, changes, alterations or additions requested by Tenant or the delay or failure of Tenant in supplying information or approving or authorizing any applicable plans, specifications, estimates or other matters, or any other act or omission of Tenant ("Tenant's Delay"). In the event the Substantial Completion Date is delayed due to one or more Tenant Delays, then the Substantial Completion Date shall be modified to be the earlier of the Substantial Completion Date or the date Landlord's Work would have been complete but for any Tenant Delays and Monthly Base Rent and Adjustments will commence accordingly. If Tenant shall occupy all or any part of the Premises prior to the Commencement Date, all of the covenants and conditions of this Lease, including the obligation to pay Rent, shall be binding upon the parties hereto in respect to such occupancy as if the first day of the Term had been the date when Tenant began such occupancy.

7. **Tenant's Entry Prior to Completion Date.** Landlord may permit Tenant or its agents or laborers to enter the Premises at Tenant's sole risk between November 21, 2007 and November 30, 2007, and at other times prior to the Commencement Date in order to move into the premises and perform through Tenant's own contractors such work as Tenant may desire (including, without limitation, wiring and cabling, as well as furniture installation), at the

same time that Landlord's contractors are working in the Premises. The foregoing license to enter prior to the Commencement Date, however, is conditioned upon Tenant's labor not interfering with Landlord's contractors or with any other tenant or its labor. If at any time such entry shall cause disharmony, interference or union disputes of any nature whatsoever, or if Landlord shall, in Landlord's sole judgment, determine that such entry, such work or the continuance thereof shall interfere with, hamper or prevent Landlord from proceeding with the completion of the Building or Landlord's Work at the earliest possible date, this license may be withdrawn by Landlord immediately upon written notice to Tenant. Such entry shall be deemed to be under and subject to all of the terms, covenants and conditions of the Lease, and Tenant shall comply with all of the provisions of the Lease which are the obligations or covenants of Tenant, except that the obligation to pay Rent shall not commence until the Commencement Date. In the event that Tenant's agents or laborers incur any charges from Landlord, including, but not limited to, charges for use of construction or hoisting equipment on the Building site, such charges shall be deemed an obligation of Tenant and shall be collectible as Rent pursuant to the Lease, and upon default in payment thereof, Landlord shall have the same remedies as for a default in payment of Rent pursuant to the Lease. Landlord also agrees to allow Tenant and its employees to tour the Premises after mutual execution of the Lease, such tour(s) to be at reasonable times agreed to by Tenant and Landlord with Tenant to be accompanied by Landlord's agent.

8. Landlord's Entry after Substantial Completion. With reasonable notice to Tenant after the Commencement Date, Landlord may enter the Premises to complete Punch List items, and such entry by Landlord, its agents, servants, employees or contractors for such purpose shall not constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of Rent, or relieve Tenant from any obligation under this Lease, or impose any liability upon Landlord or its agents. Tenant hereby accepts any and all reasonable disturbances associated with such entry and agrees to fully cooperate with Landlord (and such cooperation shall include, without limitation, moving furniture as necessary). Whenever possible, Landlord shall schedule for non-business hours completion of any Punch List items that would result in material displacement of Tenant employees.

9. Delays. Landlord and Tenant mutually acknowledge that Landlord's construction process in order to complete the Premises requires a coordination of activities and a compliance by Tenant without delay of all obligations imposed upon Tenant pursuant to this Exhibit C and that time is of the essence in the performance of Tenant's obligations hereunder and Tenant's compliance with the terms and provisions of this Exhibit C.

10. Provisions Subject to Lease. The provisions of this Exhibit C are specifically subject to the provisions of the Lease.

EXHIBIT D

RULES AND REGULATIONS

1. Tenant shall not obstruct or interfere with the rights of other tenants of the Building or of persons having business in the Building or in any way injure or annoy such tenants or persons.
2. Tenant shall not commit any act or permit anything in or about the Building which shall or might subject Landlord to any liability or responsibility for injury to any person or property by reason of any business or operation being carried on, in or about the Building or for any other reason, subject to the terms of this Lease.
3. Tenant shall not use the Building for lodging, sleeping, cooking, or for any immoral or illegal purposes or for any purpose that will damage the Building, or the reputation thereof, or for any purposes other than those specified in the lease in Landlord's reasonable judgment.
4. Canvassing, soliciting, and peddling in the Building are prohibited, and Tenant shall cooperate to prevent such activities.
5. Tenant shall not bring or keep within the Building any animal, bicycle or motorcycle, except the foregoing shall not prohibit the storage of bicycles in the storage space.
6. Tenant shall not commercially cook or prepare food, or place or use any inflammable, combustible, explosive or hazardous fluid, chemical, device, substance or material in or about the Building without the prior written consent of Landlord over and above its initial use and leased purpose of the Premises. Tenant shall comply with the statutes, by governmental or quasigovernmental authorities in connection with fire and panic safety and fire prevention and shall not commit any act or permit any object to be brought or kept in the Building, which shall result in a change of rating of any portion of the Building by the Insurance Services Office or similar person or entity subject to the terms of this lease. Tenant shall not commit any act or permit any object to be brought or kept in the Building which shall increase the rate of fire insurance on the Building or on property located therein, subject to the terms of this lease. In the event that Tenant's use increases the rate of fire insurance, then Tenant shall, if Landlord permits such use, pay to Landlord upon demand, as Additional Rent, an amount equal to the increase in the rate.
7. Tenant shall not occupy the Building or permit any portion of the Building to be occupied for the manufacture or direct sale of liquor, narcotics, manicure shop, music or dance studio or employment agent. Tenant shall not conduct in or about the Building any auction, public or private, without the prior written approval of Landlord.
8. Tenant shall not install or use in the Building any air conditioning unit, engine, boiler, generator, machinery, heating unit, stove, water cooler, ventilator, radiator or any other similar apparatus without the express prior written consent of Landlord, and then only as Landlord may reasonably direct.
9. All office equipment and any other device of any electrical or mechanical nature shall be placed by Tenant in the Premises in settings reasonably approved by Landlord, so as to absorb or prevent any vibration, noise, or annoyance. Tenant shall not cause improper noises, vibrations, or odors within the Building.
10. Tenant shall move all freight, supplies, furniture, fixtures, and other personal property into, within and out of the Building only through such entrances as may be reasonably designated by Landlord, and such movement of such items shall be under the reasonable supervision of Landlord. Landlord reserves the right to periodically inspect all such freight, supplies, furniture, fixtures and other personal property, to be brought into the Building and to exclude from the Building all such objects which violate any of these rules and regulations or the provision of the Lease. Tenant shall not move or install such objects in or about the Building in such a fashion as to unreasonably

obstruct the expense, risk, and responsibility of Tenant.

11. Tenant shall not place within the Building any objects which exceed the floor weight specifications of the Building without the express prior written consent of Landlord. The placement and positioning of all such objects within the Building shall be reasonably prescribed by Landlord and such objects shall, in all cases, be placed upon plates or footings of such size as shall be reasonably prescribed by Landlord.

12. Tenant shall not deposit any trash, refuse, cigarettes, or other substances of any kind within or out of the Building except in refuse containers provided therefor. Tenant shall exercise its best efforts to keep the sidewalks, entrances, passages, courts, lobby areas, parking areas, vestibules, public corridors and halls in and about the Building (hereinafter "Common Areas") clean and free from rubbish.

13. Tenant shall use the Common Area only as a means of ingress and egress and other designed purposes, and Tenant shall permit no loitering by any of Tenant's employees upon Common Areas or elsewhere within the Building. The Common Areas and roof of the Building are not for the use of the general public, and Landlord shall in all cases retain the right to control or prevent access thereto by all persons whose presence in the reasonable judgment of Landlord, shall be prejudicial to the safety, character, reputation or interests of the Building and its tenants. Tenant shall not go upon the roof of the Building without the express prior written consent of Landlord.

14. Landlord reserves the right to exclude or expel from the Building any person who, in the reasonable judgment of Landlord, is intoxicated or under the influence of liquor or drugs or who shall in any manner act in violation of the rules and regulations of the Building.

15. Subject to the terms of this Lease, Landlord shall have the right to reasonably designate the area or areas, if any, in which Tenant and Tenant's servants, employees, contractors, jobbers, agents, licensees, invitees, guests and visitors may park vehicles, and Tenant and its servants, employees, contractors, jobbers, agents, licensees, invitees, guests and visitors shall observe and comply with all driving and parking signs and markets within and about the Building. All parking ramps and areas and any pedestrian walkways, plazas or other public areas forming and part of the Building or the land upon which the Building is situated shall be under the reasonable control of Landlord, who shall have the right to reasonably regulate and control those areas.

16. Tenant shall not use the washrooms, restrooms and plumbing fixtures of the Building, and appurtenances thereto, for any other purpose than the purposes for which they are constructed, and Tenant shall not deposit any seepings, rubbish, rags, or other improper substances therein. Tenant shall not waste water by interfering or tampering with the faucets or otherwise. If Tenant or Tenant's servants, employees, contractors, jobbers, agents, licensees, invitees, guests or visitors, cause any damage to such washrooms, restrooms, plumbing fixtures or appurtenances, such damage shall be repaired at Tenant's reasonable expense within fifteen (15) days of receipt of written notification from Landlord during which period Tenant may repair same, and Landlord shall not be responsible therefor.

17. Tenant shall not mark, paint, drill into, cut, string wires within, or in any way deface any part of the Building, without the express prior written consent of Landlord. Upon removal of any wall decorations or installations or floor coverings by Tenant, any damage to the walls or floors shall be repaired by Tenant at Tenant's sole cost and expense. Without limitation upon any of the provisions of the Lease, Tenant shall refer all contractors' representatives, installation technicians, and other mechanics, artisans, and laborers rendering any service in connection with the repair, or permanent improvements of the Premises to Landlord for Landlord's approval before performance of any such service. This Paragraph 17 shall apply to all work performed in the Building, including without limitation to installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other portion of the Building. Plans and specifications for such work, prepared at Tenant's sole expense, shall be submitted to Landlord and shall be subject to Landlord's express prior written approval, which approval shall not be unreasonably withheld, in each instance before the commencement of work. All installations, alterations and additions shall be constructed by Tenant in a good and workmanlike manner and only good grades of material shall be used in connection therewith. The means by which telephone, telegraph and similar wires are to be introduced to

the Premises and the location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the express prior written approval of Landlord. Tenant shall not lay linoleum or similar floor coverings so that the same shall come into direct contact with the floor of the Premises and, if linoleum or other similar floor covering is to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other materials soluble in water. The use of cement or other similar adhesive materials is expressly prohibited.

18. No signs, awning, showcases, advertising devices or other projections or obstructions shall be attached to the outside walls of the Building or attached or placed upon any Common Areas without the express prior written consent of Landlord. No blinds, drapes or other window coverings shall be installed in the Building without the express prior written consent of Landlord. No sign, picture, advertisement, window display or other public display or notice shall be inscribed, exhibited, painted or affixed by Tenant upon or within any part of the Premises in such a fashion as to be seen from the outside of the Premises or the Building without the express prior written consent of Landlord. In the event of the violation of any of the foregoing by Tenant, Landlord may within fifteen (15) days of written notice to Tenant during which period Tenant may repair same, remove the articles constituting the violation without any liability unless a loss other than said removal, arises from Landlord's willful or negligent acts or omissions, and Tenant shall reimburse Landlord for the reasonable expenses incurred in such removal upon demand and upon submission of applicable bills as additional rent under the Lease. Interior signs on doors and upon the building directory shall be subject to the express prior written approval of Landlord and shall be inscribed, painted, or affixed by Landlord at the reasonable expense of Tenant upon submission of applicable bills to Tenant.

19. Tenant shall not use the name of the Building or the name of Landlord in its business name, trademarks, signs, advertisements, descriptive material, letterhead, insignia or any other similar item without Landlord's express prior written consent, which consent shall not be unreasonably withheld.

20. The sashes, sash doors, skylights, windows, and doors that reflect or admit light or air into the Common Areas shall not be covered or obstructed by Tenant, through placement of objects upon window sills or otherwise. Tenant shall cooperate with Landlord in obtaining maximum effectiveness of the cooling system of the Building by closing drapes and other window coverings when the sun's rays fall upon windows of the Premises. Tenant shall not obstruct, alter or in any way impair the efficient operation of Landlord's heating, ventilating, air conditioning, electrical, fire safety, or lighting systems.

21. Subject to applicable fire or other safety regulations, all doors opening onto Common Areas and all doors upon the perimeter of the Premises shall be kept closed and, during non-business hours, locked, except when in use for ingress or egress. If Tenant uses the Premises after regular business hours or on non-business days, Tenant shall lock any entrance doors to the Building or to the Premises used by Tenant immediately after using such doors.

22. Employees of Landlord shall not receive or carry messages for or to Tenant or any other person, nor contract with nor render free or paid services to Tenant or Tenant's servants, employees, contractors, jobbers, agents, invitees, licensees, guests or visitors.

23. Landlord shall initially provide to Tenant and each of its employees at no charge to Tenant access cards for all secured accesses within the Premises and for access to the Premises and parking garage (following the initial distribution of cards, Tenant may request additional or replacement cards for Landlord's standard fee). All keys to all doors of the Premises shall be obtained by Tenant from Landlord, or coordinated through Landlord, and keys to Landlord installed locks shall initially be provided to Tenant at no charge. Tenant shall not install additional locks or bolts of any kind upon any of the doors or windows of, or within, the building, nor shall Tenant make any changes in existing locks or the mechanisms thereof, without the consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall, upon the termination of its tenancy, provide Landlord with the combinations to all combination locks on safes, safe cabinets and vaults and deliver to Landlord all keys to the Building, the Premises and all interior doors, cabinets, and other key-controlled mechanisms therein, whether or not such keys were furnished to Tenant by Landlord, Tenant shall pay to Landlord the reasonable cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall reasonably deem it necessary to make such a

change.

24. Landlord shall not be responsible for, and Tenant hereby indemnifies and holds Landlord harmless from any liability in connection with, the loss, theft, misappropriation or other disappearance of furniture, furnishings, fixtures, machinery, equipment, money, jewelry or other items of personal property from the Premises or other parts of the Building regardless of whether the Premises or Building are locked at the time of such loss unless the loss arises from Landlord's willful or negligent acts or omissions.

25. For purposes hereof, the terms "Landlord," "Tenant," "Building," and "Premises" are defined as those terms are defined in the Lease to which these Rules and Regulations are attached. Wherever Tenant is obligated under these Rules and Regulations to do or refrain from doing an act or thing, such obligation shall include the exercise by Tenant of its best efforts to secure compliance with such obligations by the servants, employees, contractors, jobbers, agents, invitees, licensees, guests and visitors of Tenant. The term "Building" and "Building" shall include the Premises, and any obligations of Tenant hereunder with regard to the Building and Building shall apply with equal force to the Premises and to other parts of the Building.

26. Tenant shall have the right to install a Wireless Fidelity Network ("Wi-Fi Network") within the Premises for the use of Tenant. Notwithstanding anything to the contrary contained herein, Tenant shall, at its sole cost and expense, return the Premises to the condition as existed on the date immediately prior to the commencement of the Lease term, including, without limitation, removal of the Wi-Fi Network from the Premises, prior to the expiration or sooner termination of the Lease term. Tenant agrees that Tenant's communications equipment associated with the Wi-Fi Network that will not cause radio frequency, electromagnetic, or other interference to any other party, or occupants of the Building or any other party. Should any interference occur, Tenant shall take all necessary steps as soon as commercially practicable and no later than three calendar days following such occurrence to correct such interference. If such interference continues after such three-day period, Tenant shall immediately cease operating Tenant's Communications Equipment until such interference is corrected or remedied to Landlord's satisfaction. Tenant acknowledges that Landlord has granted and/or may grant leases, licenses and/or other rights to other tenants and occupants of the Building and to telecommunication service providers. Tenant hereby indemnifies, hold harmless, and defends Landlord (except for matters directly resulting from Landlord's gross negligence or willful misconduct) against all claims, losses or liabilities arising as a result of Tenant's use and/or construction of any Wi-Fi Network

27. Tenant shall be allowed to have vending machines in its Premises.

28. Tenant shall, at Tenant's expense, be allowed to place in the garage twenty-four (24) bike lockers at a location designated by Landlord.

EXHIBIT E

JANITORIAL AND CLEANING SERVICES

A. Landlord shall furnish janitorial and cleaning services at a level consistent with other first class office buildings in the area, adequate to keep the demised premises clean at all times, subject, however, to the following minimum requirements:

1. Regular cleaning routine.

- Empty waste baskets and other waste receptacles.
- Dust railings, ledges, furniture, phones and cabinets.
- Sweep floors and vacuum carpet in traffic areas.
- Spot clean doors, walls and glass.
- Remove rubbish.
- Toilets and lavatories -- clean bowls, basins, seats, urinals; damp mop floors, polish fixtures, dispensers, mirrors and other polished surfaces; and replenish all dispensers.

2. Areas not included:

- Kitchen areas will only be swept, mopped and have the trash removed.
- An extra charge will be required for any "special" janitorial needs over and above "normal" cleaning practices.

3. Other routines:

- Wash windows around the perimeter of the Building inside and outside twice per year.

EXHIBIT F

PARKING

The provisions of this Exhibit F supplement the parking provisions of the Lease.

Tenant and each individual utilizing the parking garage under Tenant shall enter into a separate written agreement with the management company of the parking garage, which agreement shall be on such company's standard form.

Tenant shall be allowed the use of additional Parking Spaces at no charge to Tenant for Tenant's monthly general board meeting and quarterly aging advisory committee meeting. The monthly general board meeting will be held after normal business hours and Tenant shall be allowed the use of up to sixty (60) additional Parking Spaces. The quarterly aging advisory committee meeting shall be held during normal business hours and Tenant shall be allowed the use of up to an additional sixteen (16) Parking Spaces. Tenant shall give Landlord adequate advance notice of such meetings (deemed to be at least thirty (30) days' notice) in order for Landlord to make available the additional Parking Spaces. There shall be no parking charge to Tenant for the sixty (60) additional Parking Spaces made available for the general board meeting. Landlord shall be responsible for securing such additional Parking Spaces and for the costs of such spaces.

**FIRST AMENDMENT TO STANDARD OFFICE LEASE
AND CONFIRMATION OF LEASE DATES AND TERMS**

1290 BROADWAY, LLC – DENVER REGIONAL COUNCIL OF GOVERNMENTS
(1290 Broadway, Denver, Colorado)

THIS FIRST AMENDMENT TO STANDARD OFFICE LEASE (the "First Amendment") is made effective as of November 20, 2007, with reference to that certain Standard Office Lease (the "Lease") dated as of February 23, 2007, by and between 1290 BROADWAY, LLC, a Delaware limited liability company ("Landlord"), and DENVER REGIONAL COUNCIL OF GOVERNMENTS, a Colorado nonprofit corporation ("Tenant").

WHEREAS, Landlord and Tenant desire to mutually amend certain provisions of the Lease regarding parking;

WHEREAS, the Landlord and Tenant desire to execute this confirmation of lease dates and terms as contemplated under the Lease and Exhibit G thereto;

NOW THEREFORE, in consideration of the recitals, promises, covenants and undertakings herein set forth, and other good and valuable consideration, which is hereby acknowledged and received for, the Landlord and Tenant agree as follows:

1. Section 1.17 of the Lease is hereby amended to read in full as follows:

"1.17. **Parking Spaces:** Tenant is entitled to nineteen (19) parking spaces, eight (8) of which shall be in the Building's surface parking lot and eleven (11) of which shall be uncovered on the upper level of the garage structure associated with the Building (the "Garage Structure"). Landlord will provide Tenant with the initial eleven (11) access cards programmed for Garage Structure only and Tenant may distribute the cards to Tenant employees or agents. Tenant shall initially be allowed an additional thirty-eight (38) parking spaces in the south lot on a month-to-month rental basis."

2. Section 1.18 of the Lease is hereby amended to read in full as follows:

"1.18 **Monthly Parking Rent:** Tenant shall pay the standard parking rate per parking space, which is currently \$120.00 per month per parking space in the Garage Structure and \$80.00 per month per parking space for surface lot parking, payable as Rent; provided, however, that Landlord shall provide the eleven (11) spaces in the Garage Structure throughout the entire initial term of the Lease at no cost to Tenant or its employees or agents using such spaces (and therefore Landlord shall be responsible for any rent or other cost of the eleven (11) spaces). Further, Landlord shall make reasonable efforts to keep such eleven (11) spaces located in the same general location (initially on the upper level of the Garage Structure), but Landlord may from time-to-time relocate such spaces to other locations in the Garage Structure upon (30) days advance written notice to Tenant). Notwithstanding any provision of this Lease to the contrary, the Monthly Parking Rent shall not change during the initial two (2) years of the term of this Lease, and thereafter shall be subject to change upon thirty (30) days' advance written notice to Tenant."

3. The second paragraph of Exhibit F is hereby amended to read in full as follows:

“Throughout the entire initial term of the Lease, Tenant shall be allowed the use of a maximum of sixty (60) additional parking spaces in the Building’s surface lot at no charge to Tenant or any Tenant employee, agent, guest, or invitee (“Tenant Party”) using such spaces, for each of Tenant’s monthly general Board meetings. The monthly general Board meeting will be held after normal building hours (i.e., after 5:00 p.m.). Due to Tenant’s relocation to the Building, Tenant shall be allowed such free parking for two general Board meetings in December 2007. Additionally, throughout the entire term, Tenant shall be allowed the use of a maximum of nineteen (19) additional parking spaces no charge to Tenant or any Tenant Party using such spaces, for each of Tenant’s bi-monthly (i.e., every other month) Aging Advisory Committee meetings. The Aging Advisory Committee meets once every other month during normal business hours (from 12 p.m. to 3 p.m.). Tenant shall give Landlord adequate advance notice of such meetings (deemed to be at least thirty (30) days’ notice) in order for Landlord to make available the additional parking spaces.”

4. With regards to the Additional Allowance as set forth in Section 2 of the Rider to Lease, the parties acknowledge the following:

- i. \$76,100.00 was applied to a furniture reimbursement.
- ii. \$42,761.00 was applied to the cost of Extra Work performed under the Work Letter (Exhibit C of the Lease).
- iii. \$11,164.00 was credited to Tenant for work that Landlord had agreed to perform, but the parties later agreed that Landlord would not perform.

Accordingly, of the initial \$250,000.00 Additional Allowance, \$142,303.00 remains available. The parties further acknowledge that Tenant may elect to pay any portion of \$107,697.00 to Landlord and, therefore, the remaining balance would remain available to Tenant until December 31, 2008.

5. The Commencement Date is hereby deemed to be November 20, 2007.

6. The Expiration Date is hereby deemed to be March 31, 2018.

7. The schedule of Base Rent is as follows:

<u>Dates</u>	<u>Approximate Rate/RSF/Year</u>	<u>Monthly Installment</u>
11/20/07 – 03/31/08	\$0.00	\$0.00*
04/01/08 – 03/31/09	\$26.33	\$55,913.95
04/01/09 – 03/31/10	\$26.83	\$56,975.74
04/01/10 – 03/31/11	\$27.33	\$58,037.53
04/01/11 – 03/31/12	\$27.83	\$59,099.32
04/01/12 – 03/31/13	\$28.33	\$60,161.12
04/01/13 – 03/31/14	\$28.83	\$61,222.91
04/01/14 – 03/31/15	\$29.83	\$63,346.49
04/01/15 – 03/31/16	\$30.83	\$65,470.07
04/01/16 – 03/31/17	\$31.83	\$67,593.66
04/01/17 – 03/31/18	\$32.83	\$69,717.24

*See Lease.

8. All alterations and improvements required to be performed by Landlord pursuant to the terms of the Lease to prepare the entire Premises for Tenant's initial occupancy have been satisfactorily completed, excepting items on the Punch List and reserving Tenant's rights under the Work Letter.

9. As of the date hereof, Landlord has fulfilled all of its obligations under the Lease.

10. The Lease is in full force and effect and, except as set forth in this First Amendment, has not been modified, altered, or amended.

11. There are no offsets or credits against Rent.

The Lease, as amended by this First Amendment, is hereby ratified and affirmed, and as so amended remains in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment to Standard Office Lease effective as of the 20th day of November, 2007.

LANDLORD:

1290 BROADWAY, LLC, a Delaware limited liability company
By: 1290 BROADWAY REIT, LLC,
a Delaware limited liability company, its member
By: PRINCIPAL ENHANCED PROPERTY FUND, L.P.,
a Delaware limited liability company, its managing member
By: PRINCIPAL ENHANCED PROPERTY FUND GP, LLC,
a Delaware limited liability company, its general partner
By: PRINCIPAL REAL ESTATE INVESTORS, LLC,
a Delaware limited liability company, its sole member

By: _____
Name: **Karla R. Anderson**
Title: **Senior Asset Manager**

DEC 04 2008

By: _____
Name: _____
Title: _____

TENANT:

DENVER REGIONAL COUNCIL
OF GOVERNMENTS,
a Colorado nonprofit corporation

By: _____
Name: **Jennifer Schaufele**
Title: **Executive Director**

By: _____
Name: _____
Title: _____

EXHIBIT G
Confirmation of Lease Terms and Dates

Re: Standard Office Lease (the "Lease") dated February __, 2007 between 1290 BROADWAY, LLC, a Delaware limited liability company ("Landlord"), and DENVER REGIONAL COUNCIL OF GOVERNMENTS, a Colorado nonprofit corporation ("Tenant") for the premises located at 1290 Broadway, Suite __, Denver, Colorado 80203 ("Premises")

The undersigned, as Tenant, hereby confirms as of this ____ day of _____, 20 __, the following:

1. The Substantial Completion Date for the Premises occurred on _____, 20 __, and Tenant is currently occupying the same.
2. The Commencement Date is hereby deemed to be: _____
3. The Expiration Date is hereby deemed to be: _____
4. Base Rent is Payable as follows:

Dates	Annual Base Rent	Monthly Base Rent
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. All alterations and improvements required to be performed by Landlord pursuant to the terms of the Lease to prepare the entire Premises for Tenant's initial occupancy have been satisfactorily completed, excepting items on the Punch List and reserving Tenant's rights under the Work Letter.
6. As of the date hereof, Landlord has fulfilled all of its obligations under the Lease.
7. The Lease is in full force and effect and has not been modified, altered, or amended.
8. There are no offsets or credits against Rent.

LANDLORD:

TENANT:

1290 BROADWAY, LLC, a Delaware limited liability company
 By: 1290 BROADWAY REIT, LLC,
 a Delaware limited liability company, its member
 By: PRINCIPAL ENHANCED PROPERTY FUND, L.P.,
 a Delaware limited liability company, its managing member
 By: PRINCIPAL ENHANCED PROPERTY FUND GP, L.
 a Delaware limited liability company, its general partner
 By: PRINCIPAL REAL ESTATE INVESTORS, LLC,
 a Delaware limited liability company, its sole member

DENVER REGIONAL COUNCIL OF GOVERNMENTS,
 a Colorado nonprofit corporation

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____

Sam DePizzol
Managing Director

CB Richard Ellis, Inc.
Brokerage – Tenant Representation
Office Properties

CBRE
CB RICHARD ELLIS

1225 17th Street, Suite 2950
Denver, Colorado 80202

Tel 303 628 7490
Fax 303 628 1751
Cell 303 521 8811

sam.depizzol@cbre.com
www.cbre.com

February 26, 2007

Dell Hoky
Hogy Real Estate, LLC
4500 Cherry Creek Drive South, Suite 1020
Denver, CO 80246

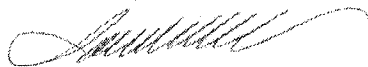
Re: Termination of Lease between Cherry Tree Limited Liability Company, a Colorado Limited Liability Company ("Landlord") and Denver Regional Council of Governments, a Colorado Non-Profit Corporation ("Tenant") dated August 7th, 2002 (the "Lease")

Dear Dell:

Pursuant to Article 32 of the above referenced Lease, this letter shall serve as Tenant's intent to exercise it's Buy Out option for Tenant's obligation for the balance of the Lease. As consideration for this option, Tenant shall give Landlord the sum of eight-hundred forty-four thousand five hundred and twenty-five dollars and seventy one cents (\$844,525.71) per the terms of Article 32 and the attachment.

Please do not hesitate to call with any questions.

Best Regards,



Sam DePizzol
Managing Director

cc: Roxie Ronsen, Denver Regional Council of Governments

Melissa Leith

From: Roberta Cole
Sent: Friday, November 18, 2011 10:01 AM
To: Melissa Leith
Subject: FW: Colorado Comfort Air

FYI

From: Janna Doyscher
Sent: Friday, November 18, 2011 9:40 AM
To: Roberta Cole
Subject: FW: Colorado Comfort Air

FYI

From: Smith, Sharon @ Denver DTC [<mailto:sharon.e.smith@cbre.com>]
Sent: Friday, November 18, 2011 9:40 AM
To: Janna Doyscher
Cc: Roxie Ronsen
Subject: RE: Colorado Comfort Air

Thanks guys!

Janna – as I was telling Roxie on the phone – I’m going to send an e-mail to all the tenants requesting that they be in charge of holding on to their own required insurance certificates for their vendors they wish to use in their space. And I’m going to request that all tenants must provide a pdf of that certificate (no matter if the vendor came a month ago or two weeks ago or yesterday). Now that it is just me at this building, I just don’t have the resources to keep track of all the tenants personal vendor certificates along with the ones I am required to keep track of for our vendors and all the tenants required certificates per their lease. It’s just become too much work. I’m sorry to put this back on you, but I just have no other choice. And with this vendor in particular, please also provide the documentation e-mail between Roxie and myself showing that we allowed this vendor (Colorado Comfort Air) to have less insurance than we typically require.

I went ahead and let them up because I remember after talking with Roxie that this was the vendor we discussed a few months ago that was not able to meet the requirements. However, I did notice on the certificate that was sent – when I quickly reviewed it – that it doesn’t show the building as the additional insured on there. Can you please make sure that gets corrected or we will have to reject them if they come in the building next time.

Let me know if you have any questions.

Sharon Smith | Assistant Real Estate Manager
CBRE | Asset Services
1290 Broadway, Suite 540 | Denver, CO 80203
T 303 839 5300 | F 303 839 5302
sharon.e.smith@cbre.com | www.cbre.com

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This email may contain information that is confidential or attorney-client privileged and may constitute inside information. The contents of this email are intended only for the recipient(s) listed above. If you are not the intended recipient, you are directed not to read, disclose, distribute or otherwise use this transmission. If you have received this email in error, please notify the sender immediately and delete the transmission. Delivery of this message is not intended to waive any applicable privileges.

From: Janna Doyscher [<mailto:JDoyscher@drcog.org>]
Sent: Friday, November 18, 2011 9:31 AM

To: Smith, Sharon @ Denver DTC
Cc: Roxie Ronsen
Subject: FW: Colorado Comfort Air
Importance: High

From: Roberta Cole
Sent: Thursday, September 29, 2011 11:29 AM
To: Janna Doyscher
Subject: Colorado Comfort Air

Here are the rest of the certificates.

Regards,

Roberta Cole | Contracts and Purchasing Coordinator | Admin and Finance
Direct Line 303-480-5620 | Fax 303-480-6790 | E-mail rcole@drcog.org



1290 Broadway, Suite 700
Denver, CO 80203-5606
E-mail drcog@drcog.org
Phone 303-455-1000
Web www.drcog.org



Transit-oriented development is shaping up throughout the region.
Find out what people are saying about it and join the conversation.



TERM
3/31/18

**FIRST AMENDMENT TO STANDARD OFFICE LEASE
AND CONFIRMATION OF LEASE DATES AND TERMS**

1290 BROADWAY, LLC – DENVER REGIONAL COUNCIL OF GOVERNMENTS
(1290 Broadway, Denver, Colorado)

THIS FIRST AMENDMENT TO STANDARD OFFICE LEASE (the “First Amendment”) is made effective as of November 20, 2007, with reference to that certain Standard Office Lease (the “Lease”) dated as of February 23, 2007, by and between 1290 BROADWAY, LLC, a Delaware limited liability company (“Landlord”), and DENVER REGIONAL COUNCIL OF GOVERNMENTS, a Colorado nonprofit corporation (“Tenant”).

WHEREAS, Landlord and Tenant desire to mutually amend certain provisions of the Lease regarding parking;

WHEREAS, the Landlord and Tenant desire to execute this confirmation of lease dates and terms as contemplated under the Lease and Exhibit G thereto;

NOW THEREFORE, in consideration of the recitals, promises, covenants and undertakings herein set forth, and other good and valuable consideration, which is hereby acknowledged and received for, the Landlord and Tenant agree as follows:

1. Section 1.17 of the Lease is hereby amended to read in full as follows:

“1.17. Parking Spaces: Tenant is entitled to nineteen (19) parking spaces, eight (8) of which shall be in the Building’s surface parking lot and eleven (11) of which shall be uncovered on the upper level of the garage structure associated with the Building (the “Garage Structure”). Landlord will provide Tenant with the initial eleven (11) access cards programmed for Garage Structure only and Tenant may distribute the cards to Tenant employees or agents. Tenant shall initially be allowed an additional thirty-eight (38) parking spaces in the south lot on a month-to-month rental basis.”

2. Section 1.18 of the Lease is hereby amended to read in full as follows:

“1.18 Monthly Parking Rent: Tenant shall pay the standard parking rate per parking space, which is currently \$120.00 per month per parking space in the Garage Structure and \$80.00 per month per parking space for surface lot parking, payable as Rent; provided, however, that Landlord shall provide the eleven (11) spaces in the Garage Structure throughout the entire initial term of the Lease at no cost to Tenant or its employees or agents using such spaces (and therefore Landlord shall be responsible for any rent or other cost of the eleven (11) spaces). Further, Landlord shall make reasonable efforts to keep such eleven (11) spaces located in the same general location (initially on the upper level of the Garage Structure), but Landlord may from time-to-time relocate such spaces to other locations in the Garage Structure upon (30) days advance written notice to Tenant). Notwithstanding any provision of this Lease to the contrary, the Monthly Parking Rent shall not change during the initial two (2) years of the term of this Lease, and thereafter shall be subject to change upon thirty (30) days’ advance written notice to Tenant.”

3. The second paragraph of Exhibit F is hereby amended to read in full as follows:

“Throughout the entire initial term of the Lease, Tenant shall be allowed the use of a maximum of sixty (60) additional parking spaces in the Building’s surface lot at no charge to Tenant or any Tenant employee, agent, guest, or invitee (“Tenant Party”) using such spaces, for each of Tenant’s monthly general Board meetings. The monthly general Board meeting will be held after normal building hours (i.e., after 5:00 p.m.). Due to Tenant’s relocation to the Building, Tenant shall be allowed such free parking for two general Board meetings in December 2007. Additionally, throughout the entire term, Tenant shall be allowed the use of a maximum of nineteen (19) additional parking spaces no charge to Tenant or any Tenant Party using such spaces, for each of Tenant’s bi-monthly (i.e., every other month) Aging Advisory Committee meetings. The Aging Advisory Committee meets once every other month during normal business hours (from 12 p.m. to 3 p.m.). Tenant shall give Landlord adequate advance notice of such meetings (deemed to be at least thirty (30) days’ notice) in order for Landlord to make available the additional parking spaces.”

4. With regards to the Additional Allowance as set forth in Section 2 of the Rider to Lease, the parties acknowledge the following:

- i. \$76,100.00 was applied to a furniture reimbursement.
- ii. \$42,761.00 was applied to the cost of Extra Work performed under the Work Letter (Exhibit C of the Lease).
- iii. \$11,164.00 was credited to Tenant for work that Landlord had agreed to perform, but the parties later agreed that Landlord would not perform.

Accordingly, of the initial \$250,000.00 Additional Allowance, \$142,303.00 remains available. The parties further acknowledge that Tenant may elect to pay any portion of \$107,697.00 to Landlord and, therefore, the remaining balance would remain available to Tenant until December 31, 2008.

5. The Commencement Date is hereby deemed to be November 20, 2007.

6. The Expiration Date is hereby deemed to be March 31, 2018.

7. The schedule of Base Rent is as follows:

<u>Dates</u>	<u>Approximate Rate/RSF/Year</u>	<u>Monthly Installment</u>
11/20/07 – 03/31/08	\$0.00	\$0.00*
04/01/08 – 03/31/09	\$26.33	\$55,913.95
04/01/09 – 03/31/10	\$26.83	\$56,975.74
04/01/10 – 03/31/11	\$27.33	\$58,037.53
04/01/11 – 03/31/12	\$27.83	\$59,099.32
04/01/12 – 03/31/13	\$28.33	\$60,161.12
04/01/13 – 03/31/14	\$28.83	\$61,222.91
04/01/14 – 03/31/15	\$29.83	\$63,346.49
04/01/15 – 03/31/16	\$30.83	\$65,470.07
04/01/16 – 03/31/17	\$31.83	\$67,593.66
04/01/17 – 03/31/18	\$32.83	\$69,717.24

*See Lease.

8. All alterations and improvements required to be performed by Landlord pursuant to the terms of the Lease to prepare the entire Premises for Tenant's initial occupancy have been satisfactorily completed, excepting items on the Punch List and reserving Tenant's rights under the Work Letter.

9. As of the date hereof, Landlord has fulfilled all of its obligations under the Lease.

10. The Lease is in full force and effect and, except as set forth in this First Amendment, has not been modified, altered, or amended.

11. There are no offsets or credits against Rent.

The Lease, as amended by this First Amendment, is hereby ratified and affirmed, and as so amended remains in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment to Standard Office Lease effective as of the 20th day of November, 2007.

LANDLORD:

1290 BROADWAY, LLC, a Delaware limited liability company
By: 1290 BROADWAY REIT, LLC,
a Delaware limited liability company, its member
By: PRINCIPAL ENHANCED PROPERTY FUND, L.P.,
a Delaware limited liability company, its managing member
By: PRINCIPAL ENHANCED PROPERTY FUND GP, LLC,
a Delaware limited liability company, its general partner
By: PRINCIPAL REAL ESTATE INVESTORS, LLC,
a Delaware limited liability company, its sole member

By: [Signature]
Name: Kevin R. Anderson
Title: Senior Asset Manager

DEC 04 2008

By: _____
Name: _____
Title: _____

TENANT:

DENVER REGIONAL COUNCIL
OF GOVERNMENTS,
a Colorado nonprofit corporation

By: [Signature]
Name: Dennifer Schaudete
Title: Executive Director

By: _____
Name: _____
Title: _____

SECOND AMENDMENT TO LEASE

(Denver Regional Council of Governments – 1290 Broadway)

THIS SECOND AMENDMENT TO LEASE (“Amendment”) is dated for identification purposes as of August 11, 2012 and is made by and between 1290 BROADWAY, LLC, a Delaware limited liability company (“Landlord”), and DENVER REGIONAL COUNCIL OF GOVERNMENTS, a Colorado nonprofit corporation (“Tenant”).

RECITALS:

WHEREAS, Landlord and Tenant entered into that certain Office Lease dated November 20, 2007, as amended by that certain First Amendment to Standard Office Lease dated June 1, 2008 (collectively, the “Lease”), pertaining to the premises consisting of approximately 25,483 rentable square feet of space (“Premises”), of the building located at 1290 Broadway, Denver, Colorado; and

WHEREAS, Landlord and Tenant desire to enter into this Amendment to extend the term of the Lease and provide for certain other matters as more fully set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree that the Lease shall be amended in accordance with the terms and conditions set forth below.

1. **Definitions.** The capitalized terms used herein shall have the same definition as set forth in the Lease, unless otherwise defined herein.

2. **Extension.** The parties hereby acknowledge and agree that the term of the Lease expires on March 31, 2018. However, Landlord and Tenant desire to extend the term of the Lease on the terms and conditions set forth herein. Accordingly, subject to the terms and conditions set forth in this Amendment, the term of the Lease is hereby extended for an additional period of thirty-six (36) months (“Extension Term”), commencing on April 1, 2018 (“Extension Commencement Date”), and expiring on March 31, 2021 (“Extension Expiration Date”).

3. **Base Rent.** Beginning on January 1, 2013, and continuing through the Extension Expiration Date, Tenant shall pay to Landlord Base Rent in full and without offset or demand, provided that such Base Rent shall be payable in monthly installments as follows:

<u>Dates</u>	<u>Rate/RSF/yr.</u>	<u>Monthly Installment</u>
01/01/13 – 03/31/13	\$25.00	\$53,089.58
04/01/13 – 06/30/13	\$25.50	\$54,151.38
07/01/13 – 03/31/14	\$26.50	\$56,274.96
04/01/14 – 03/31/15	\$27.00	\$57,336.75
04/01/15 – 03/31/16	\$27.50	\$58,398.54
04/01/16 – 03/31/17	\$28.50	\$60,522.13
04/01/17 – 03/31/18	\$29.50	\$62,645.71
04/01/18 – 03/31/19	\$30.50	\$64,769.29
04/01/19 – 03/31/20	\$31.50	\$66,892.88
04/01/20 – 03/31/21	\$32.50	\$69,016.46

Except as otherwise set forth herein, Base Rent shall be payable pursuant to Article 3 of the Lease. During the Extension Term, Tenant shall continue to pay any and all Additional Rent, including, without limitation,

Tenant's Proportionate Share of Operating Expenses and Taxes, and other amounts due and payable under the Lease. Effective on the Extension Commencement Date on a going forward basis, the Base Year for Operating Expenses, as defined in Section 1.12 of the Lease, shall be calendar year 2018. Effective on the Extension Commencement Date on a going forward basis, the Base Year for Real Estate Taxes, as defined in Section 1.12 of the Lease, shall be calendar year 2018. All Operating Expenses shall be calculated upon a ninety-five percent (95%) occupancy of the Building.

4. **Refurbishment Improvements.** Tenant may make certain leasehold improvements to the Premises pursuant to Article 15 of the Lease at Tenant's sole cost and expense ("Refurbishment Improvements"). Landlord shall engage an architect and engineer, if applicable, to prepare the plans for the Refurbishment Improvements, which plans shall be subject to Tenant review and approval (not to be unreasonably withheld, conditioned or delayed) prior to commencement of construction. Landlord shall reimburse to Tenant Sixty Thousand and No/100ths Dollars (\$60,000.00) ("Refurbishment Allowance"). Any Refurbishment Improvements shall be completed using Building standard materials. If Landlord performs the Refurbishment Improvements, Landlord shall be entitled to a construction management fee equal to two percent (2%) of the hard costs of the applicable Refurbishment Improvements, which amount shall be deducted from the Refurbishment Allowance. To qualify for reimbursement for the Refurbishment Improvements, a written request for reimbursement cannot be delivered to Landlord before January 1, 2013, and must be delivered prior to November 30, 2013. Landlord shall have reasonable approval over Tenant's contractors. Any portion of the Refurbishment Allowance not so used and requested by such deadline shall be deemed to be forfeited by Tenant. Tenant hereby agrees to (i) allow Landlord, its agents, employees or contractors to the Premises in order to construct the Refurbishment Improvements, (ii) move furniture and other items so as to allow Landlord to construct the Refurbishment Improvements, (iii) accept any and all disturbances in connection with such construction by Landlord or Landlord's agents, employees or independent contractors and (iv) pay on demand any Tenant-approved cost overages of the Refurbishment Improvements. Landlord shall reimburse to Tenant the Refurbishment Allowance (or applicable portion thereof) within thirty (30) days following Landlord's receipt of a written request therefor, which request shall include applicable lien waivers, fully paid invoices, "as built" drawings (to the extent applicable) and any and all other documentation as Landlord may reasonably require.

5. **Tenant's Parking Spaces.** Effective as of August 1, 2012, Section 1.17 of the Lease, and Section 1 of the First Amendment to Standard Office Lease are hereby amended to reflect Tenant's right to use fifteen (15) parking spaces on the top level of the 1290 parking garage at no charge to Tenant or any Tenant Party (as defined in the Lease) using such spaces. Landlord may relocate the location of such fifteen (15) spaces within the 1290 parking garage from time to time. Also, Tenant shall have up to ten (10) parking spaces in the justice center parking garage at a cost of One Hundred Dollars (\$100.00) per month per space (collectively, the "Parking Spaces"). None of the Parking Spaces shall be assigned or reserved. In the event that Tenant surrenders any of the Parking Spaces, Tenant's right to re-lease the surrendered spaces shall be subject to availability. Tenant agrees to enter into any commercially reasonable agreement regarding the Parking Spaces required by any third-party vendor of Landlord (and Tenant shall cooperate with such vendor and comply with any commercially reasonable rules and regulations promulgated by such vendor that are generally applicable to all persons parking in the parking areas associated with the Building and justice center parking garage).

6. **Parking for Tenant's Board, MVIC and Aging Advisory Meetings.** Throughout the remainder of the Lease Term and Extension Term, Tenant shall be allowed the use of a maximum of sixty (60) additional parking spaces in the 1290 parking garage or justice center at no charge to Tenant or any Tenant Party (as defined in the Lease) using such spaces, for each of Tenant's general Board meetings (such Board meeting occur fourteen (14) times per calendar year). The general Board meeting will be held after

normal building hours (i.e., after 5:00 p.m.). Additionally, throughout the Lease Term, and at no charge to Tenant or any Tenant Party, Tenant shall also be allowed the use a maximum of twenty (20) additional parking spaces for MVIC meetings which occur on the first (1st) Wednesday of each month starting at 4:00 and a maximum of nineteen (19) additional parking spaces for each of Tenant's monthly Aging Advisory Committee meetings which meet once every month on a Friday for four (4) hours during normal business hours. Tenant shall give Landlord adequate advance notice of such meetings (deemed to be at least thirty (30) days' notice) in order for Landlord to make available the additional parking spaces.

7. **Monthly Parking Rent.** Section 1.18 of the Lease and Section 2 of the First Amendment to Standard Office Lease are hereby amended to affirm that, with the exception of the fifteen (15) spaces at no charge to Tenant or any Tenant Party, Tenant shall pay the standard parking rate per Parking Space, which is currently \$100.00 per month per Parking Space in the justice center parking garage (subject to change upon thirty (30) days' advance written notice to Tenant), payable as Rent. Tenant shall have no obligation to pay or maintain parking contracts for any Parking Spaces Tenant does not desire to use. Tenant is tax exempt.

8. **Insurance Requirements for Minor Alterations and Service Providers.** So long as (i) Tenant's vendors are not performing work that affect the Building's systems or structural elements, (ii) the total cost of such services and goods supplied are under \$10,000.00, and (iii) Tenant indemnifies and holds harmless Landlord from and against any damages, costs, fees (including, without limitation, reasonable attorneys' fees), and liabilities as provided in Section 14.02 of the Lease, then Landlord shall relax its insurance requirements for such vendors, and such vendors shall not be required to carry more than \$250,000 per occurrence in commercial general liability coverage.

9. **Building Management Fee.** The general overhead and administrative charge, as set forth in Article 4(d) of the Lease shall be reduced to five percent (5%) as of July 1, 2012, on a going forward basis.

10. **Storage Space.** If available, Tenant shall have the option to rent up to an additional 200 square feet (for a total of up to 700 square feet) of Storage Space from Landlord under the same terms and conditions as set forth in Section 7 of the Rider to Lease.

11. **Bike Shelter.** Landlord shall construct a bicycle storage area on level P1 in the general area described on **Exhibit A**, attached hereto. The bicycle storage area will be surrounded by chain link fencing with a chain link door to accommodate up to twenty-four (24) bicycles and have the specifications set forth on **Exhibit B**, attached hereto. In addition, Landlord will provide a bench in the bicycle storage area. The area will be for the exclusive use of Tenant. Under no circumstances shall Landlord be liable for any lost, stolen, damaged or vandalized bicycles or personal property within the bicycle storage area, and Tenant hereby waives all claims against Landlord relating thereto. Landlord will also dispose of current bike lockers. All work required pursuant to this Section shall be at Landlord's sole cost and expense and Landlord will use commercially reasonable efforts to complete no later than October 15, 2012.

12. **Energy and Environmental Initiatives.** Tenant agrees to cooperate reasonably with Landlord in any programs in which Landlord may elect to participate relating to the Building's (i) energy efficiency, management, and conservation; (ii) water conservation and management; (iii) environmental standards and efficiency; (iv) recycling and reduction programs; and/or (v) safety, which participation may include, without limitation, the Leadership in Energy and Environmental Design (LEED) program and related Green Building Rating System promoted by the U.S. Green Building Council, as well as the Energy Star program promoted by the U.S. Environmental Protection Agency and the U.S. Department of Energy. This Section shall not be construed to require Tenant to incur any financial liability or other

obligation of any kind whatsoever, or to commit any staff resources for any such program. Further, this Section shall not be construed to reduce or impair any rights or benefits of Tenant under the Lease.

13. Brokers. Tenant hereby represents and warrants to Landlord that Tenant has not dealt with any real estate brokers or leasing agents, except CBRE, Inc., who represents Tenant and Landlord hereby represents and warrants to Tenant that CBRE, Inc. is the sole real estate broker or leasing agent representing Landlord (collectively the "Brokers"). No commissions are payable to any party claiming through Tenant as a result of the consummation of the transaction contemplated by this Amendment, except to Brokers, if applicable. Landlord shall pay all Brokers' commission, and Landlord further hereby agrees to indemnify and hold Tenant harmless from any and all loss, costs, damages or expenses, including, without limitation, all attorneys' fees and disbursements by reason of any claim of or liability to any other broker, agent, entity or person claiming through Landlord and arising out of or in connection with the negotiation and execution of this Amendment. Tenant hereby agrees to indemnify and hold Landlord harmless from any and all loss, costs, damages or expenses, including, without limitation, all attorneys' fees and disbursements by reason of any claim of or liability to any other broker, agent, entity or person claiming through Tenant (other than Brokers) and arising out of or in connection with the negotiation and execution of this Amendment.

14. Miscellaneous. With the exception of those matters set forth in this Amendment, Tenant's leasing of the Premises shall be subject to all terms, covenants and conditions of the Lease. In the event of any express conflict or inconsistency between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control and govern. Except as expressly modified by this Amendment, all other terms and conditions of the Lease are hereby ratified and affirmed. This Amendment may be executed in any number of counterparts, and delivery of any counterpart to the other party may occur by electronic or facsimile transmission; each such counterpart shall be deemed an original instrument, but all such counterparts together shall constitute one agreement. An executed Amendment containing the signatures (whether original, faxed or electronic) of all the parties, in any number of counterparts, is binding on the parties. The parties acknowledge that the Lease is a valid and enforceable agreement and that Tenant holds no claims against Landlord or its agents which might serve as the basis of any other set-off against accruing rent and other charges or any other remedy at law or in equity.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the foregoing Second Amendment to Lease is dated effective as of the date and year first written above.

LANDLORD:

1290 BROADWAY, LLC,

a Delaware limited liability company

By: 1290 BROADWAY REIT, LLC,

a Delaware limited liability company, its member

By: PRINCIPAL ENHANCED PROPERTY FUND, L.P.,

a Delaware limited partnership, its managing member

By: PRINCIPAL ENHANCED PROPERTY FUND GP, LLC,

a Delaware limited liability company, its general partner

By: PRINCIPAL REAL ESTATE INVESTORS, LLC,

a Delaware limited liability company, its sole member

By: _____
Name: Kevin R. Andregg
Title: Investment Director
Asset Management

Date: 8-29-12

By: _____
Name: Jay Fisher
Title: Assistant Managing Director
Asset Management

Date: 8-28-12

TENANT:

DENVER REGIONAL COUNCIL OF GOVERNMENTS,

a Colorado nonprofit corporation

By: _____
Name: Jennifer Schmitz
Title: Executive Director

Date: 8/15/12

EXHIBIT A - BIKE STORAGE AREA



875 EASTMAN
SUITE 400
DENVER
CORPORATE CENTER
303 272 5291
FAX: 303 292 3296

Sheet Title
Project

LEASE EXHIBIT

DR. COG - BIKE STORAGE

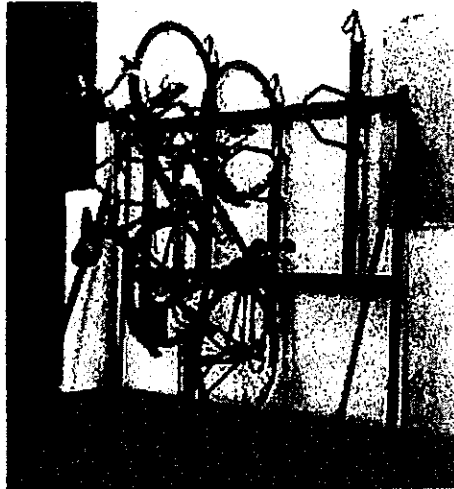
1240 BROADWAY
DENVER, COLORADO

Sheet No
Date

1 OF 1

6/20/12

EXHIBIT B – RACKING SPECIFICATIONS



Bike Rack Vertical Locking
WIDTH INCHES 72
DEPTH INCHES 45
COLOR FINISH Black
ASSEMBLY Unassembled
BIKE SPACING 18
DESCRIPTION 4-Bike
MINIMUM HEIGHT INCHES 80
MODEL 238767
MOUNT TYPE Free Standing
TYPE With Lock Rod
WEIGHT LBS 116



1290 Broadway
Suite 540
Denver, CO 80203

303 839 5300 Tel
303 839 5302 Fax

September 7, 2012

Ms. Roxie Ronsen
Denver Regional Council of Governments
1290 Broadway, Suite 700
Denver, CO 80203

RE: Fully Executed Second Amendment to Lease

Dear Roxie:

Attached for your records is one fully-executed original of the above-mentioned document. We enjoy having DRCOG as a tenant in the building and are excited we were able to extend the terms of your lease.

Should you have any questions or concerns, please don't hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sharon E. Smith". The signature is fluid and cursive, with a large initial "S" and "E" that are prominent.

Sharon E. Smith
Assistant Real Estate Manager

/ses

Enclosure

Exhibit B

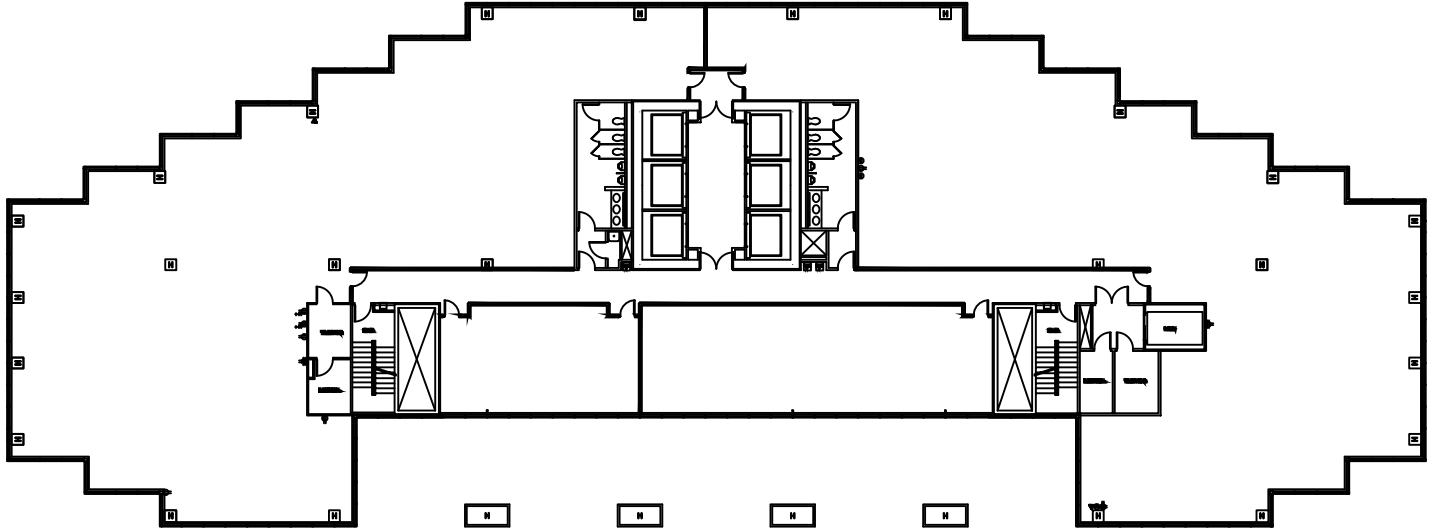


Exhibit C

Bill of Sale

BILL OF SALE

This Bill of Sale, made this ____ day of _____ 2018, is to acknowledge that, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DENVER REGIONAL COUNCIL OF GOVERNMENTS, a Colorado nonprofit corporation (“Seller”), has this day sold to the CITY AND COUNTY OF DENVER, a Colorado municipal corporation (“Buyer”), in an “as is, where is and with all faults” basis, without representation or warranty, express or implied, and without recourse, any and all of Seller’s right, title and interest in and to the personal property described in Schedule 1 attached hereto (collectively the “Personal Property”).

Notwithstanding the foregoing to the contrary, Seller warrants that it is the sole owner of fee title to the Personal Property described on Schedule 1 and that such property is free and clear of all liens and encumbrances of any type whatsoever.

Nothing contained herein or in Schedule 1 shall be construed as a representation or warranty by Seller as to the physical condition of the Personal Property described in Schedule 1.

This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Buyer and Seller have executed this bill of sale as of the date first above written.

SELLER:
DENVER REGIONAL COUNCIL OF GOVERNMENTS,

By: _____
Its: _____

BUYER:
CITY AND COUNTY OF DENVER

By: _____
Its: _____

SCHEDULE 1
TO BILL OF SALE

ITEM	QUANTITY
BLACK SWIVEL CHAIRS	30
MAROON SWIVEL CHAIRS	24
PURPLE VINYL CHAIR	8
TASK CHAIRS	21
BLACK SIDE CHAIRS	20
MULTI COLOR CHAIRS	3
TOTAL CHAIRS	106

FLOOR/CHAIR MAT	83
MARKERBOARD	12
WOOD CABINET WHITEBOARD	1
4 DRAWER LATERALS	14
4 DRAWER LETTER/EQUAL	4
2 DRAWER LATERAL FILE CABINET	10
2 DRAWER FILE CAB W/WHEELS	12
2 DRAWER FILE CAB W/O WHEELS	9
CREDENZA	3
STORAGE CABINET-TALL	4
TOTAL STORAGE CABINETS/DRAWERS	56

5 SHELVES	5
4 SHELVES	2
4 SHELVES-TALL	3
3 SHELVES	8
2 SHELVES	7
TOTAL BOOKSHELVES	25

MISCELLANEOUS ITEMS	
SHREDDER	2
SMALL COMPUTER TABLE W/ WHEELS	1
ROUND TABLES	4
SQUARE TABLES	2
OVAL TABLE	1
RECTANGLE OAK TABLE	1
RECTANGLE TABLES	2
Total Miscellaneous Tables	11

WOODEN LADDER	1
SMALL TV	1
HALL TREE	1
LEATHER BLUE CHAIR	2
STEP STOOL	1
MONITOR HOLDER	1
MISCELLANEOUS OFFICE SUPPLIES	
WORK STATIONS	