

LEASE AGREEMENT

This Lease Agreement is made as of the **Effective Date** by and between **GREEN INDUSTRIAL DEVELOPMENT GROUP, LLC**, a Delaware limited liability company (“**Landlord**”) and the **CITY AND COUNTY OF DENVER, for its DEPARTMENT OF AVIATION** (“**Tenant**”).

1. BASIC LEASE PROVISIONS:

- 1.1. Property: JAG Logistics Center @ DEN, which is approximately depicted on **Exhibit A** attached hereto, including the Building and all other improvements located thereon.
- 1.2. Building: 26100 E 68th Avenue, Aurora, CO 80249, which is located on the Property, and which is more-commonly known as “Trade I.”
- 1.3. Premises: Unit/Suite No. 280, which is that certain area of the Building located in the Building as approximately depicted on the floor plan attached hereto as **Exhibit B** totaling approximately 17,680 rentable square feet of mezzanine office space, as reflected on the floor plan attached hereto as **Exhibit B**. Following the Commencement Date, Tenant shall have access to the Premises, subject to the terms and conditions of this Lease, 7 days per week and 24 hours per day.
- 1.4. Commencement Date: Thirty (30) days after the date on which Landlord delivers possession of the Premises to Tenant with Landlord's Work, as set forth in **Exhibit C**, Substantially Complete; provided, however, (a) in the event that the Commencement Date should fall on or before the fifth (5th) day of any calendar month, then the Commencement Date shall be deemed to occur on the first (1st) day of such calendar month, and (b) in the event that the Commencement Date should fall after the fifth (5th) day of any calendar month, then the Commencement Date shall be deemed to occur on the first (1st) day of the next calendar month. Tenant shall have access to the Premises upon Substantial Completion, regardless of the Commencement Date established in the preceding sentence. Landlord and Tenant anticipate that the Commencement Date will occur no later than one hundred eighty (180) days after the Effective Date (the “**Anticipated Commencement Date**”), unless stated otherwise in the Tenant Acceptance Letter. Prior to the Commencement Date, Tenant may enter into the Premises to install telecommunications and computer cabling, furniture, equipment, and other personal property of the Tenant, provided that Tenant shall be obligated to comply with all of the terms and obligations of this Lease during such period of early entry and occupancy (including, without limitation, compliance with all of Tenant’s insurance requirements set forth herein), except that Tenant shall not be obligated to pay Base Rent, Operating Expenses Rent, or Additional Rent for the Premises prior to the Commencement Date.
- 1.5. Expiration Date: The final day of the calendar month which is one hundred twenty (120) full Lease Months after the Commencement Date.
- 1.6. Tenant’s Percentage Share: 9.42%. Tenant’s Percentage Share is calculated based on a comparison of the 17,680 rentable square feet of the Premises against the 187,720 rentable square feet available in the Building.
- 1.7. Security Deposit: Thirty-Six Thousand One Hundred Fifty-Four and 89/100 Dollars (\$36,154.89) (See **Section 25**).
- 1.8. Rent: Specified in **Section 5**.
- 1.9. Permitted Use: General office and administrative uses, and no other use except as may be set forth in **Section 7** below.
- 1.10. Tenant’s Trade Name: Denver International Airport.

1.11. Address for payment of Rent and notices:

Landlord:

Green Industrial Development Group,
LLC
26100 East 68th Avenue Suite 240
Denver, CO 80249
Attn: Dan Green
Email: dgreen@jagreen.com

with a copy to:

Jackson Walker LLP
2323 Ross Ave., Suite 600
Dallas, Texas 75201
Attn: Cynthia Brotman Nelson
Email: cbnelson@jw.com

Tenant:

Chief Executive Officer
Denver International Airport
Airport Office Building
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

with a copy to:

Senior Vice President, DEN Real Estate
Denver International Airport
Airport Office Building
8500 Peña Boulevard, 10th Floor
Denver, Colorado 80249-6340

And:

General Counsel,
Denver International Airport
Airport Office Building
8500 Peña Boulevard, 10th Floor
Denver, Colorado 80249-6340

1.12. Brokers: “**Landlord’s Broker**” is Cushman and Wakefield, and “**Tenant’s Broker**” is CBRE (See **Section 42**)

1.13. Guarantor(s): None.

1.14. Effective Date: The date of the latter to sign this Lease of Landlord and Tenant, as reflected on the signature page of this Lease.

2. **DEFINITIONS:** Unless the context otherwise specifies or requires, the following terms will have the meanings set forth below:

2.1. “**Common Areas**” means all areas and facilities outside the Premises and within the exterior boundaries of the Property that are not leased to other tenants and that are provided and designated by Landlord, in its sole discretion from time to time, for the general use and convenience of Tenant and other tenants of the Building and/or the Property and their authorized representatives, employees, invitees and the general public as more particularly set forth in **Section 4**. Common Areas are areas within and outside of the Building, such as common entrances, lobbies, pedestrian walkways, patios, landscaped areas, sidewalks, service corridors, elevators, restrooms, stairways, decorative walls, plazas, loading areas, parking areas and roads. Landlord may also designate, from time to time, other areas of the Property as Common Areas for the non-exclusive use of Tenant and other occupants of the Property.

2.2. “**Operating Expenses**” means all costs of operating, servicing, managing, repairing and maintaining the Property and the Common Areas, including without limitation, the parking lots for the Building, including any reasonable and necessary costs of operation, maintenance and repair, computed in accordance with sound accounting principles applied on a consistent basis, and will include by way of illustration, but not limitation:

- (a) all costs of managing, operating, repairing and maintaining the Building and the Property, including, without limitation, wages, salaries, fringe benefits and payroll burden for employees on-site utilized in the day to day operation of the Property; public liability, flood, property damage and all other insurance premiums paid by Landlord with respect to the Property; liability disclaimers; water, sewer, heating, air conditioning, ventilating and all other utility charges (other than with respect to utilities separately metered and paid directly by Tenant or other tenants); the cost of contesting the validity or amount of real estate and personal property taxes; janitorial services for the Common Areas and the Premises (provided that Tenant may elect upon thirty (30) days’ prior written notice to Landlord to cancel janitorial

services to the Premises provided by Landlord); access control; window cleaning; elevator maintenance; fire detection and security services; gardening and landscape maintenance; snow and ice removal; trash, rubbish, garbage and other refuse removal; pest control; painting; facade maintenance; lighting; exterior and partition (demising) wall repairs; roof repairs; maintenance of all steam, water and other water retention and discharging piping, lakes, culverts, fountains, pumps, weirs, lift stations, catch basins and other areas and facilities, whether or not on-site; canal embankment and related maintenance; repair and repainting of sidewalks due to settlement and potholes; resurfacing, restriping and maintenance of parking areas; sanitary control; depreciation of machinery and equipment used in any of such maintenance and repair activities; repair, maintenance and replacement of signage located on the Property and in the Building; union increases; road sidewalk and driveway maintenance; and all other costs associated with maintaining, repairing and insuring the Property;

- (b) the costs (amortized over the useful life together with a reasonable finance charge) of any capital improvements: (A) made to the Building or the Property by Landlord primarily for the purpose of reducing Operating Expenses; or (B) made to the Building or Property by Landlord primarily to comply with any governmental law or regulation that was not in force at the Commencement Date;
- (c) the costs of supplies, materials, tools and equipment for repairs and maintenance;
- (d) all real and personal property taxes, assessments (whether they be general or special, including without limitation, assessments and levies imposed for the White Buffalo Metro District 3), sewer rates and charges, transit taxes, taxes based upon the receipt of Rent and any other federal, state or local government charge, general, special, ordinary or extraordinary (but not including income taxes), which may now or hereafter be levied or assessed against the Property for such year or the furniture, fixtures, machinery, equipment, apparatus, systems and appurtenances used in connection with the Property for the operation thereof (the “**Taxes**”). Landlord and Tenant agree that, notwithstanding anything to the contrary contained in the Lease, Taxes include taxes under applicable Colorado laws and statutes, including any successor statutory provision and any future tax or assessment in lieu or replacement or all or any portion thereof; and
- (e) a management fee in the amount of three and one-half percent (3.5%) of Tenant’s then-current Base Rent obligation (the “**Management Fee**”) (provided that in the event Tenant’s Base Rent obligation is abated or conditionally abated hereunder, then the management fees will be calculated based on the amount of Base Rent (calculated using the square footage of the entire Premises, as set forth in **Section 5.1**) that Tenant would otherwise be obligated to pay during such period if Tenant was not entitled to such abatement or conditional abatement).

Operating Expenses shall not include:

- (i) costs of space planning, tenant improvements, marketing expenses, finder’s fees and real estate broker commissions for other tenants of the Building;
- (ii) any and all expenses for which Landlord is reimbursed (either by an insurer, condemnor, tenant or other person or entity), but only to the extent of such reimbursement;
- (iii) Landlord’s general overhead and administrative expenses not directly allocable to the operation of the Property;
- (iv) attorneys’ fees and cost related to negotiating or enforcing another tenant’s lease, or resolving disputes with any lender of Landlord;
- (v) interest on debt or amortization payments on any mortgage/deed of trust, or rent owed by Landlord on any ground lease;
- (vi) federal and state taxes on income, death, estate or inheritance;
- (vii) any bad debt loss, rent loss or reserves for bad debts or rent loss;

- (viii) costs of design, entitlement, site preparation, planning, marketing, construction and/or acquisition of buildings, additional land or any expansion of or major physical change to the Building;
- (ix) interest, principal, points and fees on debt or amortization on any mortgage, deed of trust or other debt secured or unsecured by the Building;
- (x) reserves for future expenses beyond current year anticipated expenses;
- (xi) all interest and penalties incurred as a result of Landlord's failure to pay bills as the same becomes due;
- (xii) charitable or political contributions;
- (xiii) costs associated with the operation of the business of the entity which constitutes Landlord, as such costs are distinguished from the costs of the operation of the Building and the Project; and
- (xiv) any cost incurred in connection with any asbestos abatement or compliance with any violations of the Americans With Disabilities Act (as amended) that existed prior to the Commencement Date or which are required as a result of a specific tenant's use of its premises.
- (xv) any capital expenditures related to the exterior portions of the Building, such as roof replacement, the façade, and plaza area (other than maintenance of ordinary wear and tear and upkeep performed in the ordinary course of business, which shall be included in Operating Expenses).

2.3. As of the Effective Date, Landlord has calculated the Operating Expenses for the first Lease Year using the below estimates, provided that Landlord makes no representation or warranty as to the accuracy of such estimates and will not be liable to Tenant in connection with any inaccuracy of any such estimates or the actual Operating Expenses charged to Tenant during the first Lease Year:

- Real Property Taxes: \$2.30 per rentable square foot of the Premises.
- Landlord's Building Insurance: \$0.20 per rentable square foot of the Premises.
- Common Area Maintenance: \$0.50 per rentable square foot of the Premises.

2.4. **“Environmental Law”** means any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment including, without limitation, Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Federal Water Pollution Control Act; the Federal Clean Air Act; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq; all other corresponding and related State and local statutes, ordinances and regulations, including, without limitation, any dealing with underground storage tanks; and any other environmental law, regulation or ordinance now existing or hereinafter enacted.

2.5. **“Legal Requirements”** means any and all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to Tenant, Landlord, the Premises, the Building and the Property, including, but not limited to, the Americans With Disabilities Act.

2.6. **“Hazardous Substance”** means any nuclear or radioactive materials or waste, medical materials and medical waste, flammable or explosive materials, toxic substances, petroleum, asbestos, materials known to cause cancer or reproductive problems, or any other items which may be defined as a “hazardous substance,” “hazardous material,” “toxic substance” or “solid waste” pursuant to an Environmental Law or Legal Requirement.

2.7. **“Exhibits”** means the Exhibits attached hereto and incorporated herein by reference. This Lease contains the following Exhibits:

Exhibit A	Depiction of Property
Exhibit B	Floor Plan of Premises
Exhibit C	Initial Plans – Tenant Improvements
Exhibit D	Tenant Acceptance Letter

Exhibit E Lender's Form SNDA

- 2.8. **“Rules and Regulations”** means those rules and regulations reasonably promulgated by Landlord from time-to-time, and which are applicable to all tenants concerning the maintenance, management, use and operation of the Property. Landlord will provide Tenant with a written copy of the Rules and Regulations, if any, and will notify Tenant in writing of any changes or amendments to the Rules and Regulations.
- 2.9. The phrase **“Lease Month”** shall mean each calendar month following the Commencement Date during the Term of this Lease. The phrase **“Lease Year”** refers to each period of twelve (12) consecutive Lease Months from the Commencement Date.

3. **PREMISES:**

3.1. Lease of Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the Term and subject to the agreements, covenants, conditions and provisions set forth in this Lease, the Premises. Landlord and Tenant hereby stipulate the number of square feet in the Premises is set forth in **Exhibit B**. Upon occupancy of the Premises by Tenant, Tenant shall promptly execute and deliver to Landlord the Tenant Acceptance Letter in the form of the letter attached hereto as **Exhibit D**. If Landlord is unable to deliver possession of the Premises by the Anticipated Commencement Date, Landlord shall not be liable for any damage caused to Tenant thereby; provided, however, in the event that Landlord has not delivered possession of the Premises to Tenant within sixty (60) days after the Anticipated Commencement Date, then Landlord shall reimburse Tenant for the reasonable costs (not to exceed \$20,000.00 per month, prorated on a day-for-day basis) incurred by Tenant in finding and leasing short-term alternative office space until Landlord delivers possession of the Premises to Tenant, in which case those reasonable costs shall be recovered by Tenant as a Base Rent credit commencing on the first day of the seventh (7th) Lease Month following the Commencement Date.

- (a) Tenant Relocation. During the Term, as may be extended pursuant to **Section 2.7**, if Tenant desires to expand or relocate to a different available, unencumbered location within the Property, then Landlord shall work with Tenant in good faith to facilitate a move to the new location. If the Parties reach an agreement on the new leased premises at the Property, Landlord and Tenant will enter into a new lease for such property together with a termination of this Lease, both on terms and conditions mutually acceptable to the Parties.

3.2. Property. The Premises are a part of the Property.

- (a) Landlord may increase, reduce or change the number, dimensions or locations of the walks, buildings, parking, Common Areas and other improvements located on the Property in any manner that Landlord, in its sole discretion, shall deem proper. Landlord further reserves the right to make alterations and/or additions to and to build or cause to be built additional stories on the Building in which the Premises are situated and to add any buildings adjoining the Premises or elsewhere on the Property. Without limiting the generality of the foregoing, Landlord may add additional tenants, building and parking facilities anywhere on the Property. Such alterations and/or additions by Landlord shall not materially impair Tenant's ability to use the Premises for the Permitted Use.
- (b) Landlord reserves the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Premises and serving other parts of the Building and/or Property in a manner that will not materially interfere with Tenant's use of the Premises, except temporarily. Landlord will also have the right to increase and expand the size of the Property by adding additional land, buildings and other structures to the Property, provided such expansion does not materially impair Tenant's ability to use the Premises for Permitted Use. Landlord shall have the right to change the Property's name without notice, to change the Property's street address upon ninety (90) days prior notice, to grant to any person or entity the exclusive right to conduct any business or render any service in or to the Property, provided such exclusive right shall not operate to prohibit Tenant from using the Premises for the Permitted Use pursuant to the terms of this Lease, to retain at all times master keys or passkeys to the Premises, and to place such signs, notices or displays as Landlord reasonably deems necessary or desirable upon the roof and exterior of the Property.

4. **COMMON AREAS:**

- 4.1. Tenant's Right to Use Common Areas. Landlord grants Tenant, its employees, its authorized representatives and its invitees the non-exclusive right to use the Common Areas, subject to Landlord's rights as set forth in this Lease.
- 4.2. Landlord's Control of Common Areas. Landlord has the right to: (a) establish and enforce the Rules and Regulations; (b) close, if necessary, any of the Common Areas to prevent dedication of any of the Common Areas or the accrual of any rights of any person or of the public to the Common Areas; (c) close temporarily any of the Common Areas for maintenance purposes; (d) select a person, firm or corporation which may be an entity related to Landlord to maintain and operate the Property, the Building or any of the Common Areas; and (e) designate other lands outside the exterior boundaries of the Property to become part of the Common Areas. Notwithstanding the provisions of this **Section**, in exercising its rights hereunder, Landlord shall provide Tenant with a means of reasonable access to and from the Premises.

5. **RENT:**

- 5.1. Base Rent. Tenant will pay to Landlord as Rent for the use and occupancy of the Premises at the times and in the manner provided below, Base Rent in the amount specified below, payable in United States currency, starting on the Commencement Date and on or before the first day of each and every successive Lease Month thereafter during the Term without demand, setoff or deduction.

<u>LEASE MONTHS:</u>	<u>\$/RSF</u>	<u>ANNUALIZED RENT:</u>	<u>MONTHLY RENT:</u>
1 – 6	\$15.95	\$281,996.00	\$23,499.67
7 – 12	\$15.95	\$281,996.00	\$23,499.67
13 – 24	\$16.43	\$290,455.88	\$24,204.66
25 – 36	\$16.92	\$299,169.56	\$24,930.80
37 – 48	\$17.43	\$308,144.64	\$25,678.72
49 – 60	\$17.95	\$317,388.98	\$26,449.08
61 – 72	\$18.49	\$326,910.65	\$27,242.55
73 – 84	\$19.05	\$336,717.97	\$28,059.83
85 – 96	\$19.62	\$346,819.51	\$28,901.63
97 – 108	\$20.20	\$357,224.10	\$29,768.67
109 – 120	\$20.81	\$367,940.82	\$30,661.73

- (a) Provided that no Event of Default (hereinafter defined) pursuant to **Section 23.2** below has occurred, (i) Base Rent for the Main Premises (defined below) for first six (6) Lease Months following the Commencement Date (the “**Main Premises Abatement Period**”), and (ii) Base Rent for the Expansion Premises (defined below) for the first twenty-four (24) Lease Months following the Commencement Date (the “**Expansion Premises Abatement Period**”, collectively with the Main Premises Abatement Period, the “**Abatement Periods**”), shall be conditionally abated. In the event an Event of Default pursuant to **Section 23.2** (based upon Tenant's payment of Operating Expenses and any Additional Rent), the conditional abatement of Base Rent provided herein shall automatically be deemed terminated and void, and Tenant shall be obligated to deliver the full amount of Base Rent to Landlord for such period within ten (10) business days after receiving written demand for such amount from Landlord. During the Abatement Periods, Tenant's obligation to pay Operating Expenses Rent and Additional Rent during the Abatement Periods shall not be abated or reduced. Furthermore, during the Abatement Periods, any amounts of Operating Expenses or Additional Rent which are calculated based on Base Rent shall be calculated based on the amount of Base Rent that would be due absent any abatement. For example, notwithstanding the conditional abatement set forth herein, Tenant will remain obligated to pay to Landlord a management fee each Lease Month during the Abatement Periods equal to three and one-half percent (3.5%) of the Base Rent conditionally abated during such period. For the purposes of the abatement set forth in this **Section 5.1(a)** only, the “**Expansion Premises**” is defined as a 1,240 rentable square foot portion of

the Premises, and the “**Main Premises**” is defined as the remaining 16,440 rentable square feet of the Premises.

5.2. Operating Expenses Rent.

- (a) Calculation. In addition to Base Rent, Tenant shall pay Tenant’s Percentage Share of the Operating Expenses paid or incurred by Landlord (“**Operating Expenses Rent**”). Landlord reserves the right to contract for services and/or utilities on a Property-wide basis.
- (b) The Management Fee component of Operating Expense Rent shall not exceed three and one-half percent (3.5%) of Tenant’s then-current Base Rent obligation as set forth in Section 2.2(e), and is not subject to any increases or reductions as set forth for other Operating Expenses as may be otherwise set forth in this Section 5.2.
- (c) Payment. Within sixty (60) days following the expiration of each calendar year, or such later date as may be designated by Landlord, Landlord shall provide Tenant with a written notice of its line-item estimate (the “**Budget Estimate**”) of Operating Expenses Rent for the ensuing calendar year; provided that until such notice is delivered to Tenant, Tenant will continue to pay on the basis of the prior year’s estimate until the Lease Month after such notice is given. On or before the first day of each Lease Month during the ensuing calendar year, Tenant will pay to Landlord one-twelfth (1/12th) of such estimated amounts. If at any time it appears to Landlord that the amounts payable for Operating Expenses Rent for the current year will vary from its estimate by more than ten percent (10%), Landlord, by written notice to Tenant, will revise its estimate for such year, and subsequent payments by Tenant for such year will be in an amount to conform Tenant’s payments with Landlord’s revised estimate.
- (d) Statement. Within ninety (90) days after the close of each calendar year or as soon thereafter as practicable, Landlord will deliver to Tenant a statement of the actual costs incurred by Landlord for Operating Expenses for the immediately preceding year (the “**Expense Statement**”). If such statement shows that the actual Operating Expenses incurred by Landlord were more than the estimated payments for such year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of the statement or else elect by written notice to Landlord within said 30-day period to pay such deficiency (together with seven percent (7%) interest per annum) in twelve (12) equal consecutive monthly installments over the next twelve calendar months as Additional Rent. If such statement shows that the actual Operating Expenses incurred by Landlord were less than expected through the Budget Estimate, such that Tenant’s payments exceeded Tenant’s Percentage Share of Operating Expenses, then, so long as no Event of Default by Tenant then-exists, such excess payments shall, at Tenant’s option, either be used as a credit against future payments or refunded to Tenant.
- (e) Cap on Controllable Expenses. Commencing on the second (2nd) anniversary of the Commencement Date, Landlord agrees that Tenant’s Percentage Share of Controllable Expenses (hereinafter defined) shall not be increased by more than five percent (5%) for any one (1) calendar year in excess of the amount payable by Tenant in the immediately preceding Lease Year, calculated on a non-cumulative basis. As used herein, “**Controllable Expenses**” means all Operating Expenses, excluding Taxes, insurance maintained by Landlord, any utilities, security expenses, costs to Landlord resulting from compliance with applicable Legal Requirements, any increase in service contract fees and expenses resulting from government-mandated wage increases, snow and ice removal, and any other Operating Expenses that are outside of Landlord’s reasonable control.
- (f) Tenant’s Audit Rights. Tenant shall have the right to inspect the invoices, statements, assessments and other underlying documents (collectively referred to as “**Expense Documents**”) making up Operating Expenses for any Lease Year with respect to such Operating Expenses Rent that Tenant is obligated to pay to Landlord, provided that any such request for inspection of Expense Documents relating to a particular year shall be made in writing addressed to Landlord no later than sixty (60) days after Tenant has received the Expense Statement. Any such

inspection shall take place at Landlord's office, during regular business hours. Tenant shall deliver a copy of any such audit results to Landlord. If such audit discloses that Tenant has overpaid or underpaid Operating Expenses Rent, then any overpayment shall be refunded to Tenant within thirty (30) days after Tenant delivers a copy of such audit to Landlord, and any underpayment shall be paid to Landlord by Tenant within thirty (30) days after the audit is completed. If an audit by Tenant discloses an inaccuracy of greater than five percent (5%) of such costs, then (i) Landlord shall, within thirty (30) days after it receives paid invoices for Tenant's auditor (or a statement of costs incurred by Tenant's in-house audit or finance team), pay to Tenant the reasonable cost of such audit (not to exceed \$5,000.00), and (ii) Tenant shall have the right to audit the prior two (2) calendar years, at Landlord's cost (to the extent Tenant has not previously conducted an audit with respect to such prior calendar years) to determine whether refunds are due for such Lease Years. If refunds are due for such prior Lease Years, Landlord shall, within thirty (30) days after it receives paid invoices for Tenant's auditor (or a statement of costs incurred by Tenant's in-house audit or finance team), pay to Tenant the reasonable cost of such additional audits (not to exceed \$2,500.00 per Lease Year audited). In all other cases, the cost of such audits shall be paid by Tenant.

- 5.3. Sales Tax; Additional Rent. Only if and to the extent actually charged by any applicable governmental or quasi-governmental authority with respect to Tenant's use and occupancy of the Premises, Tenant agrees to pay Landlord all sales or use taxes or excise taxes imposed or any other charge or payment required hereunder to be made by Tenant to Landlord on a monthly basis. All sums of money as shall become due and payable by Tenant to Landlord under this Lease in addition to the Base Rent and the Operating Expenses Rent, including, without limitation, sales tax, costs under **Section 57** of this Lease, any parking charges, and any other sums payable to Landlord shall be "**Additional Rent**," which Tenant shall be obligated to pay Landlord. Landlord shall have the same remedies for default in the payment of Additional Rent as are available to Landlord in the case of a default in the payment of Base Rent or Operating Expenses Rent. Base Rent, Operating Expenses Rent and Additional Rent may collectively be referred to as "**Rent**."
- 5.4. Late Fee / Default Interest. Any installment of Rent not paid five (5) days following the due date shall bear interest at ten percent (10%) per annum from the date due until paid and shall be subject to a late charge in the amount equal to five percent (5%) of the amount due. In the event any check, bank draft or negotiable instrument given for any payment under this Lease shall be dishonored at any time for any reason whatsoever not attributable to Landlord, Landlord shall be entitled, in addition to any other remedy that may be available, to charge Tenant an administrative fee of Two Hundred Fifty and No/100 Dollars (\$250.00), which Landlord and Tenant acknowledge is an estimate of the fees and costs that will be incurred by Landlord to remedy Tenant's dishonored payment, which costs and fees are difficult to predict and estimate, and which is not intended as a penalty.
- 5.5. Security Deposit; Prepaid Rent. Tenant shall deliver (i) the Security Deposit and (ii) prepaid rent in the amount of the first installment of Base Rent and Operating Expenses (including the management fee) due for the first full calendar month after the Abatement Periods in the amount of Twenty-Eight Thousand Seven Hundred Forty-Two and 16/100 Dollars (\$28,742.16) (the "**Prepaid Rent**") with the delivery of this Agreement to Landlord for execution.
- 5.6. Proration. If for any reason other than the default of Tenant, this Lease terminates on a day other than the last day of a month or year, the amount of Rent payable by Tenant for such partial month or year will be prorated on a per diem basis, as applicable.
- 5.7. Method of Payment. Tenant will make all payments for Rent and other amounts due hereunder to Landlord pursuant to ACH payments in accordance with such instructions and directions as Landlord may provide, or in accordance with such other manner as Landlord may designate for subsequent payments.

6. TERM

- 6.1. The Term of this Lease is one hundred twenty (120) Lease Months, as set forth in **Section 1.5**. The Term shall commence as of the Commencement Date and end as of the Expiration Date unless sooner terminated as provided herein or extended pursuant to the terms of this Lease.

6.2. **Renewal Option.** Provided Tenant is not in a continuing Event of Default as of the date of exercise of the Renewal Option (as hereinafter defined) nor at the date of the commencement of the Renewal Option, Tenant shall have the right to renew the term of this Lease two (2) times, for a period of five (5) years each (the “**Renewal Option**”). During the Renewal Option, all of the terms and conditions of this Lease shall remain unchanged, except that the Base Rent will be adjusted to reflect the Fair Market Rental Value (as hereinafter defined) for the Premises. Tenant shall exercise the Renewal Option by furnishing Landlord written notice of Tenant’s election to exercise the Renewal Option (“**Renewal Notice**”) not later than nine (9) months prior to the expiration of the Term of the Lease. If Tenant elects not to exercise the Renewal Option, the Renewal Option shall automatically terminate and be null and void.

- (a) For all purposes hereof, the “**Fair Market Rental Value**” of the Premises will be the rental rate based upon the then prevailing rent for premises comparable in size and use to the Premises, located in buildings comparable in size and use to, and in the general vicinity of, the Building taking into consideration all allowances for tenant improvements, moving expenses, landlord expenses, rent abatement, brokerage expenses, tenant benefits or any other market concessions which may be commonly available at the commencement of the Renewal Option, as determined by Landlord in its commercially reasonable discretion. Landlord will not be required to consider the highest and best use for the Premises or the Building where the Premises are located or the underlying land. Notwithstanding anything to the contrary contained in this **Section**, the Base Rent for the Renewal Option shall (i) never be less than the Base Rent paid by Tenant during the year immediately preceding the Renewal Option, and (ii) never be more than 5% more than the Base Rent paid by Tenant during the year immediately preceding the Renewal Option.

7. **USE OF PREMISES:**

7.1. **Quiet Enjoyment.** Tenant shall, and may peacefully have, hold, and enjoy the Premises, subject to the other terms hereof, provided that Tenant timely pays the Rent within any applicable notice and grace period, and timely performs all of Tenant’s covenants and agreements herein contained. This covenant and all other covenants of Landlord shall be binding upon Landlord and its successors only with respect to breaches occurring during its or their respective periods of ownership of Landlord’s interest hereunder.

7.2. **Effect on Insurance.** Tenant shall not use any portion of the Premises for purposes other than those specified in **Section 1.9**, and no use shall be made or permitted to be made upon the Premises, nor acts done, which would cause cancellation of any insurance policies covering the Property. If Landlord’s insurance premiums increase due to Tenant’s activity that is not consistent with the uses set forth in **Section 1.9**, Landlord may elect to charge Tenant directly for such additional cost as Additional Rent, payable as set forth in **Section 5**.

7.3. **Use Restrictions.** Tenant will not use the Premises for or permit in the Premises any offensive, noisy, or dangerous trade, business, manufacture or occupation or interfere with the business of any other tenant on the Property. Tenant agrees not to cause, permit or suffer any waste or damage, disfigurement or injury to the Premises or the fixtures or equipment thereof or the Common Areas. Tenant will not use the Premises for washing clothes or cooking (except for a small kitchenette customarily located in an office) and nothing will be prepared, manufactured or mixed in the Premises, which might emit any offensive odor into the Building or Property. Tenant shall not be permitted to store marijuana or cannabinoid items or products in the Premises, whether or not such storage is otherwise in compliance with applicable Legal Requirements. Tenant will not obstruct the Common Areas on the Property or use the same for business operations or advertising. Tenant will not use the Premises for any purpose which would create unreasonable elevator loads, cause structural loads to be exceeded or adversely affect the mechanical, electrical, plumbing or other base building systems. Tenant will at all times comply with the Rules and Regulations. Tenant shall occupy the Leased Premises, conduct its business and control its agents, employees, invitees and visitors in such a manner as is lawful, reputable and will not create a nuisance, interfere with Building and/or Property operations, or affect the structural integrity or design capabilities of the Building. Tenant shall not conduct any auction, liquidation or going out of business sale. Outside storage, including storage of trucks and other vehicles, is permissible only if approved by Landlord in writing. Use of the Common Areas for uses other than those in common with other Tenants in the Building

or Property is prohibited. Tenant shall neither permit any waste on the Premises nor allow the Premises to be used in any way which would be hazardous on account of fire or which would in any way increase or render void the fire insurance on the Building. Notwithstanding anything set forth in this Lease, in no way does Landlord warrant or represent, either expressly or impliedly, that Tenant's use of the Leased Premises is in accordance with applicable codes or ordinances of the municipality within which the Building is located.

- 7.4. Tenant's Compliance with all Legal Requirements. In addition, and not by way of limitation of the restrictions on use set forth herein, Tenant shall not use or permit the use of the Premises in any manner, nor shall Tenant keep the Premises in such a condition, which violates any Legal Requirements now in effect or hereafter promulgated regulating the use, condition or occupancy of the Premises, and Tenant, at its sole expense, shall promptly comply with all such applicable Legal Requirements. Subject to the limitation set forth in **Section 58** of this Lease, Tenant agrees to indemnify and hold Landlord harmless from any failure to comply with any Legal Requirements and from all fines, suits, proceedings, claims, demands or actions of any kind arising out of or in connection with Tenant's occupancy or use of the Premises. Tenant shall not use or permit any part of the Premises to be used for any unlawful purpose or for any purpose not approved by Landlord. Tenant shall not use or permit the use of the Premises in any manner, which will tend to create waste or a nuisance or will tend to interfere with, annoy, or disturb Landlord or any occupants of the Property.
- 7.5. Temporary Emergency Closure. Notwithstanding anything contained in this Lease to the contrary, should Landlord determine in its reasonable opinion that an emergency exists that threatens the Building or Property or any of the tenants or persons therein, or any of their property, including but not limited to emergencies caused by persons or natural conditions (e.g. an impending weather event, a bomb threat to the Building, pandemic or public health emergency) or if required pursuant to applicable Legal Requirements, Landlord shall have the right to close the Building and/or the Property and require Tenant, to evacuate the Property until any danger related to such emergency ceases to exist. Such closure shall not affect any Rent or the Lease Term.
8. **PARKING:** Subject to the Rules and Regulations, Tenant shall be entitled to thirty (30) reserved parking spaces and ten (10) unreserved parking spaces in areas specifically designated by Landlord at no additional cost to Tenant. Tenant's parking spaces are identified in **Exhibit B**; provided, however, upon thirty (30) days written notice to Tenant, Landlord may relocate Tenant's parking to areas reasonably equivalent in proximity to the Premises. Tenant will not park or permit the parking of any vehicles adjacent to loading areas so as to interfere in any way with the use of such areas. Only automobiles and pickup trucks will be permitted in the parking areas, unless otherwise specifically approved by Landlord in writing. Landlord shall have the right, in Landlord's sole discretion, to designate parking spaces for the exclusive use of a particular tenant or particular tenants; provided that the parking spaces reserved for Tenant as identified in **Exhibit B** shall not be designated by Landlord for the exclusive use of any other party unless reasonably comparable replacement parking is designated by Landlord for Tenant's use. Unless otherwise approved in writing by Landlord, Tenant and its employees, authorized representatives, contractors, invitees, and guests shall not be permitted to park or store any cars, trailers, or other vehicles in the Common Areas for more than twenty-four (24) consecutive hours. Landlord will have the right to institute reasonable procedures and/or methods to enforce the terms of this **Section**.
9. **SIGNAGE:** Tenant shall not place any signs on or around the Property, or within the Premises, which are visible from the outside of the Premises, without Landlord's prior written approval, which may be withheld at Landlord's reasonable discretion. Notwithstanding the foregoing, Landlord shall install on the exterior of the Building, in accordance with applicable Legal Requirements and Landlord's standard lettering and designs for the Building, Tenant's name or Trade Name, provided that Tenant will be responsible for any of Landlord's costs to install Tenant's signage on the exterior of the Building that exceed Five Thousand and No/100 Dollars (\$5,000.00).
10. **ASSIGNMENT AND SUBLETTING:**
- 10.1. Prohibition. Tenant shall not assign this Lease (including a direct or indirect change of control of Tenant) or sublet any portion of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed; provided Tenant agrees that it is reasonable for Landlord to withhold its consent to a proposed sublease or assignment based upon, among other factors, the following factors: (i) the experience of the proposed subtenant or assignee, (ii) the financial strength or

creditworthiness of the proposed subtenant or assignee, (iii) the operations and use of the proposed subtenant or assignee if not for general office use, (iv) the proposed manager of the business operations of the proposed subtenant or assignee, (v) whether Landlord has experienced prior defaults with the proposed assignee or subtenant, (vi) whether the proposed assignee or subtenant is a governmental entity, (vii) the length of the proposed sublease or assignment and/or (viii) if the proposed subtenant or assignee is an existing tenant in the Building or is a prospect that has received a proposal from the Landlord in the prior six (6) months. Subject to **Section 58** of this Lease, and notwithstanding any consent by Landlord, Tenant and Guarantor(s), if any, shall remain jointly and severally liable (along with each approved assignee and sublessee, which shall automatically become liable for all obligations of Tenant hereunder with respect to that portion of the Premises so transferred), and Landlord shall be permitted to enforce the provisions of this Lease directly against Tenant, Guarantor, if applicable, or any assignee or sublessee without proceeding in any way against any other party. In the event of an assignment, contemporaneously with the granting of Landlord's consent, Tenant shall cause the assignee to expressly assume in writing and agree to perform all of the covenants, duties and obligations of Tenant hereunder and such assignee shall be jointly and severally liable therefore along with Tenant. Any assignee or sublessee shall be bound by the same restrictions on the use of the Premises provided in **Section 7**.

- 10.2. **Consent Process.** If Tenant requests Landlord's consent to an assignment of this Lease or subletting of all or part of the Premises, Landlord may, at its option: (i) approve or deny such sublease or assignment (but, subject to **Section 58** of this Lease, no approval of an assignment or sublease shall relieve Tenant of any liability hereunder) pursuant to **Section 10.1**; (ii) for a request for assignment only, recapture the Premises or applicable portion thereof from Tenant and terminate this Lease (in part or in whole, as appropriate) upon thirty (30) days' notice to Tenant in which case Landlord shall be permitted to lease the Premises or applicable portion thereof to any third party; or (iii) if Landlord should fail to notify Tenant in writing of its decision within a thirty (30) day period after Landlord receives written notification of the proposed assignment or sublease from Tenant, Landlord shall be deemed to have refused to consent to such assignment or subleasing, and to have elected to keep this Lease in full force and effect. In the event that Landlord elects to recapture the Premises or any applicable portion thereof from Tenant and terminate this Lease, Tenant may rescind its request for consent by written notice to Landlord given prior to the expiration of said 30-day period following Landlord's notice, and in such event this Lease shall continue in full force and effect.
- 10.3. **Split Profit:** Landlord and Tenant shall each be entitled to receive fifty percent (50%), of the net profit arising out of any assignment or sublease, which net profits shall be determined by subtracting all Rent due from Tenant with respect to the time period and square footage applicable to the assignment or sublease, and the improvement costs, brokerage fees, and other reasonable expenses payable by Tenant pursuant to such assignment or sublease, from the total consideration to be paid by such assignee or sublessee. This covenant and assignment shall benefit Landlord and its successors in ownership of the Building and shall bind Tenant and Tenant's heirs, executors, administrators, personal representatives, successors and assigns. Any assignee, sublessee or purchaser of Tenant's interest in this Lease, by occupying the Premises and/or assuming Tenant's obligations hereunder, shall be deemed to have assumed liability to Landlord for all amounts paid to persons other than Landlord in consideration of any such sale, assignment or subletting, in violation of the provisions hereof.
- 10.4. **Permitted Assignment:** Notwithstanding any other provision of **Section 10** to the contrary, Tenant shall have the right to assign this Lease or sublet the Premises or any portion thereof, without the consent of Landlord (but with prior written notice to Landlord), to any entity (i) which will continue to use the Premises solely for the Permitted Use and otherwise in a manner compatible with the Property, and (ii) controlling, controlled by or under common control with Tenant, (a "**Permitted Assignment**").
11. **ORDINANCES AND STATUTES:** Tenant will comply with all Legal Requirements relating to Tenant's use and occupancy of the Premises at Tenant's sole cost.
12. **MAINTENANCE, REPAIRS, ALTERATIONS:**
- 12.1. **Landlord's Obligations.** Landlord, at its sole cost and expense, shall maintain and operate (subject to Tenant's Operating Expense Rent obligation) the Building and the Property in accordance with Legal Requirements. Without limiting the previous sentence, Landlord

shall maintain and operate the roof, structure, and the exterior walls of the Building (excepting any glass or doors and any improvements done by or on behalf of Tenant, but this exception shall not apply to work done by Landlord), underground utilities that do not exclusively serve the Premises and common sewage line plumbing, and the sprinkler system in the Building; provided, that, Tenant shall give Landlord prior written notice of the necessity of any repairs; and provided further that, if any repair is required by reason of the negligence or intentional misconduct of Tenant or any of its agents, employees, or invitees, Landlord may make such repairs and collect the reasonable cost thereof from Tenant as Additional Rent. Provided that Tenant complies with its obligations to repair and maintain the HVAC unit(s) serving the Premises set forth in **Section 12.2**, Landlord shall be responsible for replacing any HVAC unit(s) that serve the Premises, unless any such HVAC unit(s) must be replaced due to Tenant's failure to repair and maintain the HVAC unit(s) in accordance with **Section 12.2**, or Tenant's other misuse of the HVAC unit(s). Except as otherwise expressly provided in this Lease, Landlord shall have no obligation to repair, maintain, alter, or modify the Premises or any part thereof or any electrical, plumbing, or other mechanical installation within or serving the Premises.

- 12.2. **Tenant's Obligations.** Tenant shall keep the interior of the Premises (except for items with respect to which Landlord is expressly responsible under the terms of this Lease), which includes, but is not limited to, repairs to (but not replacements of) the HVAC unit(s) serving the Premises, all electrical, plumbing, and other mechanical installations within the Premises, all doors, and all plate glass and door window glass which are part of the Premises, in good order and clean and attractive appearance, making all repairs, alterations, replacements, and modifications at its own expense, and using the standard materials utilized throughout the Building and contractors approved by Landlord. Tenant agrees to maintain in good condition the HVAC unit(s) serving the Premises, electrical and plumbing equipment for the Premises with contractors approved by Landlord, and that Tenant shall enter into regular service and maintenance contracts with such contractors providing for inspections of such equipment not less than four (4) times each calendar year during the Lease Term. Tenant shall, upon the request of Landlord from time to time, provide Landlord with copies of maintenance contracts entered into with respect thereto, as well as written service records that shall be maintained by Tenant or its contractor during the Term. Alternatively, Tenant may request that Landlord provide the regular service and maintenance of the HVAC unit(s) serving the Premises, electrical and plumbing equipment for the Premises, in which event Landlord will provide such services for a commercially reasonable fee pursuant to a separate written contract. In no event shall Tenant be obligated to replace the HVAC unit(s) serving the Premises unless the need for such replacement is caused by Tenant's neglect or misuse of the HVAC unit(s), including Tenant's failure to have the HVAC unit(s) regularly maintained as required pursuant to this **Section 12.2**.
- 12.3. **Tenant Work.** Tenant may not make any structural alterations to the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed. As used herein, structural alterations are only those alterations which affect the support system of the Building. Tenant shall have the right to make non-structural alterations, not to exceed \$10,000, without Landlord's consent, provided that such non-structural alterations cannot be seen from the exterior of the Premises and comply with all Legal Requirements. Prior to the commencement of any work allowed in this **Section 12.3** ("**Tenant Work**"), Tenant shall give Landlord at least ten (10) Business Days written notice in order that Landlord may post appropriate notices to avoid any liability for liens. All Tenant Work will be made by a licensed and insured contractor reasonably approved in writing by Landlord. All Tenant Work shall be performed in a good and workmanlike manner. All materials used shall be of a quality comparable to or better than those in the Premises as of the Commencement Date and shall be in accordance with plans and specifications reasonably approved by Landlord.
- 12.4. **Liens.** Tenant will pay all costs related to the Tenant Work. Tenant will keep the Property free and clear of all construction, mechanic's, materialman's, laborer's and supplier's liens, resulting from construction done by or for Tenant. The interest of Landlord in the Premises and the Property shall not be subject to liens for improvements made by Tenant. Any lien filed by any contractor, materialman, laborer or supplier performing work for Tenant shall attach only to Tenant's interest in the Premises. Subject to the limitation set forth in **Section 58** of this Lease, Tenant agrees to indemnify, defend and hold harmless Landlord from and against any and all costs and liabilities (including attorneys' fees and expenses) and any and all construction, mechanic's, materialman's, laborer's or supplier's liens arising out of or pertaining to any improvements or construction done by Tenant. All persons and entities contracting or otherwise dealing with Tenant relative to the Premises

or the Property are hereby placed on notice of the provisions of this **Section**, and Tenant agrees that it shall notify in writing such persons or entities of the provisions of this **Section** prior to commencement of any Tenant Work in the Premises. If any construction, mechanic's, materialman's, laborer's or supplier's lien is ever claimed, fixed or asserted against the Premises or any other portion of the Property in connection with any Tenant Work, Tenant shall, within ten (10) days after receipt by Tenant of notice of such lien, discharge same as a lien either by payment or by posting of any bond as permitted by law. If Tenant fails to discharge any such lien, whether valid or not, within ten (10) days after receipt of notice from Landlord, Landlord shall have the right, but not the obligation, to discharge such lien on behalf of Tenant and all costs and expenses incurred by Landlord associated with the discharge of the lien, including, without limitation, attorneys' fees, shall constitute additional Rent hereunder and shall be immediately due and payable by Tenant.

- 12.5. **Surrender of Premises.** On the Expiration Date or on any sooner termination of the Lease, Tenant shall surrender the Premises to Landlord in the same condition as when received, ordinary wear, tear and casualty excepted, and clear and free of debris and all of Tenant's personal property, trade fixtures, furnishings, equipment, and any Tenant Work or items installed by Tenant which Landlord directs Tenant to remove. Tenant shall repair any damage to the Premises occasioned by Tenant's installation or removal of Tenant's trade fixtures, furnishings, equipment, and alterations that Landlord directs Tenant to remove.
13. **ENTRY AND INSPECTION:** Tenant shall permit Landlord or Landlord's agents to enter upon the Premises at reasonable times, upon forty-eight (48) hours' advanced written notice, for the purpose of inspecting the Premises, performing any services required of Landlord hereunder and showing the Premises to potential and existing mortgagees and purchasers and prospective tenants of other space on the Property. For any access by the Landlord to the Premises as set forth herein, a Tenant employee or representative selected by Tenant shall escort Landlord into and through the Premises. Notwithstanding the foregoing, Landlord is not required to, but shall use reasonable efforts under the circumstances to, give notice to Tenant if Landlord must enter the Premises because of an actual emergency, and in such event no escort shall be required. Tenant will permit Landlord at any time within one hundred eighty (180) days prior to the expiration of this Lease, to place outside the Premises any usual "To Let" or "For Lease" signs, and permit potential tenants to inspect the Premises.
14. **INDEMNIFICATION:**
- 14.1. **Indemnification.** Subject to **Section 17** below and the limitation set forth in **Section 58** below, Tenant agrees to and shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, losses, damages, costs and expenses (including attorneys' fees and expenses) or death of or injury to any person or damage to any property whatsoever arising out of Tenant's negligent acts or omissions, or relating to Tenant's breach or default under this Lease, including, but not limited to, Tenant's breach of **Section 15** below or Tenant's use or occupancy of the Premises or caused by Tenant or its agents, employees or invitees unless proximately caused by the intentional misconduct or gross negligence of Landlord. Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the Property or by any owner or occupant of adjoining or contiguous property. Tenant agrees to pay for all damage to the Property as well as all damage to tenants or occupants thereof caused by misuse or neglect of said Premises, its apparatus or appurtenances or the Common Areas, the Building or the Property, by Tenant or Tenant's employees, agents and invitees. The provisions of this **Section 14.1** shall survive the termination of this Lease.
- 14.2. **Release.** Subject to the limitation set forth in **Section 58** of this Lease, Tenant and Guarantor, for itself and its respective heirs, legal representatives, successors and assigns (collectively, the "Releasing Parties"), do hereby fully and forever release, remise, acquit and discharge Landlord and all its property management agent(s), and their respective partners, managers, members, officers, directors, employees, agents, attorneys, affiliates, subsidiaries, parents, heirs, legal representatives, successors and assigns (collectively, the "Released Parties"), and each of them, of and from any and all claims, demands, debts, obligations, liabilities, bonds, notes, guaranties, controversies, agreements, actions, causes of action, suits, damages (including direct, special, consequential, remote, foreseeable, unforeseeable, and punitive damages), legal fees and other responsibilities of any nature or kind whatsoever, at law, in equity, or otherwise, liquidated or unliquidated, known or unknown, sounding in tort, in contract, or under any other legal theory, or arising under statute or under any other law or regulation, and whether contingent or matured (specifically including,

without limitation, DAMAGE AND LIABILITIES ALLEGEDLY ARISING AS A RESULT OF THE RELEASED PARTIES' OWN NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, MISFEASANCE, MALFEASANCE OR FAULT OF ANY NATURE OR KIND) WHICH THE RELEASING PARTIES, OR ANY OF THEM, NOW HAVE OR HAS OR COULD HAVE AGAINST OR INVOLVING THE RELEASED PARTIES, OR ANY OF THEM, HERETOFORE HAVING ARISEN, OR ARISING HEREAFTER, OUT OF OR IN ANY WAY IN CONNECTION WITH ANY ACT OR OMISSION OR ALLEGED ACT OR OMISSION OF ANY OF THE RELEASED PARTIES IN CONNECTION WITH THE LEASE, THE TERMINATION OF THE LEASE, PUBLICATION OF ANY INFORMATION RELATING TO ANY DISPUTE WITH TENANT (IF ANY), THREATS OF LEGAL ACTION TO OBTAIN POSSESSION OF THE PREMISES OR OTHERWISE, AND THE NEGOTIATION AND EXECUTION OF THIS LEASE. The provisions of this Section 14.2 shall survive the termination of this Lease.

15. **TENANT'S INSURANCE:** At all times during the Term of this Lease, Tenant shall, at its sole expense, procure and maintain the following types of insurance coverage:
- 15.1. Commercial General Liability. Commercial General Liability insurance issued on a form at least as broad as Insurance Services Office Commercial General Liability Coverage "occurrence" form providing coverage for bodily injury and property damage liability, products and completed operations, personal and advertising injury liability, and fire damage liability against any and all damages and liability, including attorneys' fees and expenses, on account of or arising out of injuries to or the death of any person or damage to property, however occasioned, in, on or about the Premises in amounts not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate, and \$100,000 fire damage liability;
 - 15.2. Personal Property. Insurance on a "causes of loss-special form" (formerly "all risk") basis covering 100% of the actual cost to replace all of Tenant's personal property located in or upon the Premises including, without limitation, leasehold improvements, trade fixtures, merchandise, furnishings, equipment, goods and inventory. This policy must also include coverage for damage caused by leakage from sprinkler systems now or hereafter installed in the Premises;
 - 15.3. Business Income. (a) Business Interruption insurance for a period of not less than twelve (12) months from the date of fire or casualty; (b) Loss of Rents insurance to cover rental loss of Landlord for a period of not less than twelve (12) months from the date of fire or casualty, naming Landlord as the loss payee;
 - 15.4. Employer's Liability/Workers' Compensation. If and to the extent required by applicable law, Employer's Liability insurance with limits not less than \$500,000.00, and Workers' Compensation insurance providing statutory state benefits for all persons employed by Tenant in connection with the Premises;
 - 15.5. Other Insurance. Such other insurance and in such amounts as may be required by Landlord against other insurable hazards.
 - 15.6. Form of Insurance/Companies. All insurance provided for in **Section 15** hereof shall be in a form satisfactory to Landlord and carried with insurance companies reasonably acceptable to Landlord that are licensed or authorized to do business in Colorado, are in good standing with the Division of Insurance at the Colorado Department of Regulatory Agencies and have a current rating issued by A.M. Best Company of not less than A:-VII, and/or whose claim paying ability is rated no lower than A by Standard & Poor's Ratings Service and A2 by Moody's Investors Service. Insurance coverage shall be written as primary policy coverage and not contributing with or excess of any coverage, which Landlord may carry, and Landlord, and Landlord's managing agent shall be named as Additional Insureds with respect to commercial general liability and automobile liability, including any umbrella or excess policies. Prior to the Commencement Date, Tenant shall furnish Landlord (i) a Certificate of Insurance evidencing that all such insurance is in effect and that Landlord will be given at least thirty (30) days prior written notice of cancellation or non-renewal, and (ii) proof that premiums have been paid by Tenant. Not later than fifteen (15) days prior to the expiration of any insurance policy, evidence of renewals or replacements of such policy shall be delivered to Landlord, together with proof of payment of the associated premiums. In the event Tenant shall fail to procure any contract of insurance required under the terms hereof or any renewal of or replacement for any contract

of insurance that is expiring or has been canceled, Landlord may, but shall not be obligated to, procure such insurance on behalf of Tenant and the cost thereof shall be payable to Landlord as additional Rent within ten (10) days following written demand therefore.

- 15.7. **Self-Insurance.** Tenant may, subject to the terms of this Section, self-insure for any risk required to be insured against under **Section 15.1**, **Section 15.4** and **Section 15.5** above. As used herein, "self-insure" shall mean that Tenant is itself acting as though it were the third-party insurer providing the insurance required of Tenant under the provisions of this Lease, and Tenant shall pay any amounts due in lieu of insurance proceeds because of self-insurance, which amounts shall be treated as insurance proceeds for all purposes under this Lease. If Tenant elects to self-insure any of its obligations, then Tenant shall deliver written notice to Landlord identifying the coverages that are self-insured. Such self-insurance shall conform with Tenant's practice of maintaining systems of self-insurance, and Tenant shall provide Landlord with reasonable documentation verifying same (the "**Self-Insurance Documents**") at the time Tenant elects to self-insure. Without limiting the generality of the foregoing, all losses or damages resulting from risks for which Tenant has elected to self-insure shall not, subject to the limitations set forth in **Section 58** of this Lease, limit Tenant's indemnification obligations pursuant to this Lease. Subject to the limitations set forth in **Section 58** of this Lease, in the event that Tenant elects to self-insure and an event or claim occurs for which a defense and/or coverage would have been available from a third-party insurer, Tenant shall undertake the defense of any such claim, including a defense of Landlord, at Tenant's sole cost and expense, and use its own funds to pay any claim or replace any property or otherwise provide the funding which would have been available from insurance proceeds but for such election by Tenant to self-insure. If the Self-Insurance Documents are not timely or adequately delivered to Landlord as provided above, then Tenant shall be required to immediately obtain and maintain the insurance coverages provided for in this Lease hereinabove. If Tenant self-insures any of the risks to which coverage is required under this Lease, such election shall not affect the waivers of subrogation required hereunder. The rights set forth in this Section shall be personal to the **CITY AND COUNTY OF DENVER** and shall not inure to the benefit of any transferee of the Lease or of the Premises, notwithstanding anything to the contrary set forth elsewhere in the Lease.
16. **LANDLORD'S INSURANCE:** Landlord may, as part of the Operating Expenses, maintain a policy or policies of commercial liability insurance with respect to the Property, the Building, the Common Areas, the Premises and the activities thereon in such amounts as Landlord or any mortgagee of Landlord may require or deem prudent, within its sole discretion, for Landlord's ownership and operation of the Property. Landlord may raise or lower such coverage in such amounts as may from time to time be prudent to Landlord within its sole discretion or as Landlord's mortgagee may require.
17. **SUBROGATION:** Landlord and Tenant shall each obtain from their respective insurers under all policies of property insurance maintained by either of them at any time during the Term hereof insuring or covering the Premises or Property, as applicable, a waiver of all rights of subrogation which the insurer of one party might otherwise have, if at all, against the other party.
18. **UTILITIES AND SERVICES:**
- 18.1. **Standards.** Landlord shall furnish (as part of Operating Expenses) hot water for reasonable and normal drinking and lavatory use, sewer and waste water services. Tenant will be solely responsible for directly paying all costs of electrical and gas utility service for the Premises, which shall be separately metered or sub metered, to the applicable utility provider, provided that in no event shall Tenant be permitted to select a utility provider for electrical and/or gas service if such provider will need to make any alterations, improvements or additions to the Premises or the Property in order to provide such service, without Landlord's prior written approval, which may be withheld at Landlord's reasonable discretion.
- 18.2. **Temporary Interruption.** Landlord reserves the right, without, except as set forth below, affecting Tenant's covenants and obligations hereunder, to stop or interrupt or reduce any of the services required of Landlord under this Lease, whenever and for so long as may be necessary, by reason of Force Majeure Events or undertaking repairs or changes which Landlord is required by law or is permitted by this Lease to make or in good faith deems necessary. Landlord does not warrant that the services provided for in this Lease will be free from interruption or stoppage resulting from the above causes, and specifically no reduction, interruption or stoppage of any such services for any reason, shall ever be

construed as an eviction of Tenant nor shall the same cause any abatement of the Rent payable hereunder or in any manner or for any purpose relieve Tenant from any of Tenant's obligations hereunder (except as expressly provided below), and in any event, Landlord shall not be liable for any loss, cost or damage, direct or consequential, of any nature arising in connection with interruption or stoppage of any of such services or for any damage to persons or property resulting therefrom; provided, however, Landlord agrees to use reasonable diligence to resume the service or to cause the same to be resumed. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in this **Section 18**. Notwithstanding the foregoing, except in the event of Force Majeure, if any such stoppage, interruption, or reduction of the services required of Landlord under this **Section 18** (i) continues for five (5) business days after Landlord receives written notice from Tenant of such interruption, and (ii) materially and substantially impairs Tenant's use of the Premises or the operation of its business therein, then Tenant will be entitled to a pro rata Rent reduction (based upon the calculated daily rental rate) for each day following its receipt of Tenant's notice that the Premises are untenable. The Rent reduction referenced in the immediately preceding sentence shall be apportioned based upon the portion of the Premises which is untenable in the event only a portion of the Premises are untenable for reasons stated in this **Section**.

- 18.3. **Security.** Landlord shall have no obligation to provide any security whatsoever for the Building, the Premises, the Property and/or Tenant's business therein. Tenant does hereby acknowledge and agree that it shall provide and be solely responsible for its own security, at Tenant's sole cost and expense, as may be required for the operation of Tenant's business within the Premises and Landlord shall have no liability to Tenant its employees, agents or invitees for losses due to theft or burglary, or for damages done by unauthorized persons in the Premises, the Building, any parking facility, or the Property. Further, Landlord shall have no liability for any injury, trauma or other harm to any person, and neither shall Landlord be required to insure against any such losses. Tenant shall be responsible for all repairs and replacements of damage and/or destruction of the Premises necessitated by burglary or attempted burglary, or any other illegal or forcible entry into the Premises. Notwithstanding the foregoing, Tenant acknowledges and agrees Landlord may, but will not be required to, adopt and provide security services for the Property from time to time. Tenant shall reasonably cooperate in any efforts of Landlord to maintain security on the Property and shall follow all Rules and Regulations. However, any security services that are voluntarily undertaken or provided by Landlord may be changed or discontinued from time to time in Landlord's sole and absolute discretion, without liability to any Tenant and its employees, agents or invitees. Tenant, Tenant's employees, agents or invitees waive any claims it may have against Landlord arising out of any security services provided by Landlord, or the inadequacy or absence thereof, specifically including Landlord's negligence with respect to the providing or failure to provide such services. **Tenant agrees that it will take reasonable measures to make its employees, agents and invitees aware of the terms of this Section.**
19. **CONDEMNATION:** If the whole or substantially the whole of the Building or Premises should be taken for any public or quasi-public use or purpose, by right of eminent domain or otherwise, then this Lease shall terminate as of the date when physical possession of the Building and/or Premises is taken by the condemning authority. If less than the whole or substantially the whole of the Building, Premises or Property is thus taken or sold, Landlord (whether or not the Premises are affected thereby) may, at its option, terminate this Lease by giving written notice thereof to Tenant; in which event this Lease shall terminate as of the date when physical possession of such portion of the Building, the Premises or the Property is taken by condemning authority. Additionally, in the event that twenty percent (20%) or more of the Premises is thus taken or sold, Tenant may, at its option, terminate this Lease by giving written notice thereof to Landlord; in which event this Lease shall terminate as of the date when physical possession of such portion of the Building, the Premises or the Property is taken by condemning authority. If this Lease is not terminated upon any such taking or sale, and if the Premises are affected, the Base Rent payable hereunder shall be diminished pro rata to reflect the reduced square footage, and Landlord shall, to the extent Landlord deems feasible, restore the Building and, if affected, the Premises to a condition substantially similar to the condition of the Building and/or Premises immediately preceding the condemnation. In no event shall Landlord be required to spend for such work an amount in excess of the amount Landlord receives as compensation for such taking. All amounts awarded upon a taking of any part or all of the Property, Building, or Premises shall belong to Landlord. Tenant hereby expressly waives all claims to any such compensation. All sums which may be payable on

account of any condemnation shall belong solely to Landlord, and Tenant shall not be entitled to any part thereof, provided however, that Tenant shall be entitled to retain any amount awarded to it for its trade fixtures or moving expenses.

20. **TRADE FIXTURES; PERSONAL PROPERTY:**

20.1. Trade Fixtures. Any and all improvements made to the Premises during the Term hereof shall, unless Landlord requests their removal, belong to Landlord without compensation, allowance or credit to Tenant, except movable trade fixtures of Tenant which can be removed without defacing the Premises or any portion of the Building or Property. Tenant shall be directly responsible for taxes upon, measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other Personal Property located in the Premises or by the cost or value of any leasehold improvements made in or to the Premises by or for Tenant other than improvements made as part of the Landlord Work, regardless of whether title to such improvements is in Tenant or Landlord.

20.2. Personal Property. Subject to the terms of this Lease, Tenant shall retain title and ownership to all furnishings, equipment, fixtures, inventory, accounts receivable, licenses and other personal property of any kind owned by Tenant that is now or hereafter placed in or upon the Premises (the "**Personal Property**"). Tenant shall remove all Personal Property from the Premises on or before the Expiration Date or sooner termination of the Lease. In the event all of the Personal Property is not removed prior to the expiration or termination of the Lease, Landlord shall have the right to remove any Personal Property remaining in the Premises and store such Personal Property, at Tenant's sole expense, following the expiration or termination of the Lease, in which event Landlord will deliver written notice to Tenant within three (3) days after such removal directing Tenant to reimburse Landlord for the costs associated with removing and storing the remaining Personal Property. In the event Tenant does not fully reimburse Landlord for the costs incurred by Landlord to remove and store the Personal Property and recover the Personal Property from storage within thirty (30) days after receiving Landlord's written notice, Landlord shall have the right to take possession and ownership of the Personal Property in storage, and sell or disburse such Personal Property at Landlord's sole discretion. Tenant shall have no claim to any proceeds from the sale of such Personal Property following Tenant's thirty (30) day recovery period.

21. **DESTRUCTION OF PREMISES:**

21.1. Termination or Repair. If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord. In case the Building or the Property shall be so damaged that: (i) substantial alteration or reconstruction of the Building or the Property shall, in Landlord's sole opinion, be required (whether or not the Premises shall have been damaged by such casualty); (ii) in the event any mortgagee of Landlord's interest in the Building or the Property should require that the insurance proceeds payable as a result of a casualty be applied to the payment of the mortgage debt; or (iii) in the event of any material uninsured loss to the Building or the Property, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within ninety (90) days after the date of such casualty. If Landlord does not elect to terminate this Lease, Landlord shall commence and proceed with reasonable diligence to restore the Building; except that Landlord's obligation to restore shall not require Landlord to spend for such work an amount in excess of the insurance proceeds actually received by Landlord as a result of the casualty and Landlord shall have no obligation to restore any Tenant Work; provided however, that Landlord shall provide Tenant with the same quality fit and finish as initially provided for the Premises. Notwithstanding anything to the contrary contained in this **Section**, Landlord shall not have any obligation whatsoever to repair, reconstruct, or restore the Premises when the damage resulting from any casualty contained under this **Section** occurs during the last twelve (12) months of the Lease Term.

21.2. Abatement of Rent. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such casualty damage or the repair thereof; except that, subject to the provisions of the next sentence, Landlord shall allow Tenant a reasonable diminution of Rent during the time and to the extent the Premises are unfit for occupancy. If the Premises or any other portion of the Building or Property is damaged by fire or other casualty resulting from the negligence or intentional misconduct of Tenant or any of Tenant's agents, contractors, employees, or invitees, the Rent shall not be reduced during the repair of such damage, and Tenant shall be liable to

Landlord for the cost of the repair and restoration of the Premises, Building and Property caused thereby, except to the extent that Landlord is actually reimbursed by insurance proceeds for the cost of any such casualty.

22. **HAZARDOUS SUBSTANCES:**

- 22.1. Tenant's Responsibilities. This **Section 22** shall not apply to Tenant's use of typical office supplies, including without limitation cleaning supplies, commonly used in an office. Tenant will procure and maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for Tenant's use of the Premises at Tenant's sole cost and expense. Tenant will not cause or permit any Hazardous Substance to be brought upon, kept or used in or about the Property by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord. Tenant will cause any and all Hazardous Substances brought upon the Premises by Tenant to be removed from the Premises and transported solely by licensed transporters to licensed facilities for final disposal of such materials and wastes. Tenant will, in all respects, handle, treat and manage any and all Hazardous Substances in, on, under or about the Premises in strict conformity with all applicable Environmental Laws and prudent industry practices regarding management of such Hazardous Substances. Upon expiration or earlier termination of the Term of the Lease, Tenant will cause all Hazardous Substances placed on, under or about the Premises by Tenant or at Tenant's direction to be removed and transported for use, storage or disposal in accordance and compliance with all applicable Environmental Laws. In the event Tenant intends to pursue any remedial action in response to the presence of any Hazardous Substances in or about the Premises or the Property, or enter into any settlement agreement, consent decree or other compromise with respect to any claims relating to Hazardous Substances in any way connected with the Premises, Tenant must provide Landlord written notice of Tenant's intent at least thirty (30) days prior to commencing such remedial action. Landlord shall have the right to appear, intervene or otherwise assert and protect Landlord's interests with respect to any action or proceeding commenced by Tenant, as referenced in this **Section**.
- 22.2. Notification of Contamination. If the Premises or the Property become contaminated in any manner for which Tenant is responsible or of which becomes actually aware, Tenant shall immediately provide detailed written notification to Landlord regarding the release or discharge of the Hazardous Substance.
- 22.3. Indemnification. Subject to the limitation set forth in **Section 58** of this Lease, Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Property or the Premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees and expenses, consultant fees and expert fees) arising during or after the Term of this Lease and arising as a result of any contamination, release or discharge of Hazardous Substances for which Tenant is responsible. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by federal, state or local agency or political subdivision. This provision of this **Section** shall survive termination of this Lease.

23. **EVENTS OF DEFAULT:** If one or more of the following events (each an "Event of Default") occurs, such occurrence constitutes a breach of this Lease by Tenant:

- 23.1. Abandonment/Vacation. Tenant abandons or vacates the Premises or removes furniture, fixtures or Personal Property, except in the normal course of business; or
- 23.2. Rent. Tenant fails to pay any Rent or other sum or charge payable by Tenant hereunder as and when the same becomes due and payable, and such failure continues for more than five (5) days after Landlord gives written notice thereof to Tenant; or
- 23.3. Other Provisions. Tenant fails to perform or observe any other agreement, covenant, condition or provision of this Lease to be performed or observed by Tenant as and when performance or observance is due (or immediately if the failure involves a hazardous condition), and such failure continues for thirty (30) or more days after Landlord delivers written notice thereof to Tenant; or
- 23.4. Insolvency. Tenant or Guarantor (a) files or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in

bankruptcy or liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction; (b) makes an assignment for the benefit of its creditors; (c) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property; or (d) takes action for the purpose of any of the foregoing; or

- 23.5. Receiver. A court or governmental authority of competent jurisdiction, without consent by Tenant or Guarantor, as applicable, enters an order appointing a custodian, receiver, trustee or other officer with similar powers with respect to Tenant or Guarantor, if any, or with respect to any substantial power of its property, or constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding up or liquidation of Tenant, or if any such petition is filed against Tenant or Guarantor and such receivership or petition is not dismissed within sixty (60) days; or
- 23.6. Attachments. This Lease or any estate of Tenant hereunder is levied upon under any attachment or execution and such attachment or execution is not vacated within sixty (60) days; or
- 23.7. Assignment/Sublease. Tenant assigns this Lease or subleases all or any portion of the Premises without Landlord's prior written consent, unless otherwise specifically allowed pursuant to the terms of the Lease.

24. **REMEDIES UPON DEFAULT:**

- 24.1. Termination. In the event of any breach of this Lease by Tenant, Landlord may, at its option, terminate the Lease and repossess the Premises pursuant to Colorado law and recover the following from Tenant as damages:
- (a) the outstanding balance of any unpaid Rent and other amounts due at the time of termination, plus interest thereon at the maximum lawful rate per annum from the date Landlord terminates the Lease until all amounts owed by Tenant are paid in full;
 - (b) the present value of the balance of the Rent for the remainder of the Term after termination less the present value of the fair market value rental of the Premises for said period (both determined by applying a discount rate of the Wall Street Journal Prime Rate); and
 - (c) Subject to the limitation set forth in **Section 58** of this Lease, any consequential damages or other amount necessary to fully compensate Landlord for all loss or injury proximately caused by Tenant's default or which in the ordinary course of business would be likely to result therefrom, including, without limitation, the cost of recovering the Premises from Tenant and all costs associated with reletting the Premises to a new tenant.
- 24.2. Landlord's Options. Landlord may, in the alternative, (i) continue this Lease in effect, as long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under the Lease, including the right to recover the Rent as it becomes due under the Lease; or (ii) terminate Tenant's right of possession (but not this Lease) and repossess the Premises pursuant to Colorado law in which event Landlord may, but shall be under no obligation to do so (except to the extent required by Colorado law), relet the Premises for the account of Tenant for such Rent and upon such terms as shall be satisfactory to Landlord. For purpose of such reletting Landlord is authorized by Tenant to decorate or to make any repairs, changes, alterations or additions in or to the Premises that may be necessary or convenient, at Tenant's expense. Tenant shall also be responsible for Rent for the period that the Premises are vacant and all costs of re-letting, including, without limitation, brokerage commissions and attorneys' fees. In the event Landlord relets the Premises to a new tenant, Tenant shall be liable to Landlord for the difference in Base Rent that Landlord would have received under this Lease during the unexpired balance of the Term and the amount Landlord receives from the replacement tenant for the same period. If said breach of the Lease continues, Landlord may, at any time thereafter, elect to terminate the Lease; or (iii) exercise any and all other rights and remedies available to Landlord at law or in equity.

25. **SECURITY DEPOSIT:** The Security Deposit set forth in **Section 1.7**, if any, shall secure the performance of Tenant's obligations hereunder. Landlord may, but shall not be obligated to, apply

all or portions of the Security Deposit on account of Tenant's obligations hereunder in the event that Tenant is delinquent on its monetary obligations hereunder or Landlord is required to expend any sums on Tenant's behalf. Within ten (10) business days after receiving written notice from Landlord that Landlord has applied all or a portion of the Security Deposit to Tenant's obligations hereunder, Tenant shall be obligated, to deposit cash with Landlord in an amount sufficient to restore the Security Deposit to the full amount stated in **Section 1.7** above. Failure to deposit such cash shall be a default under the terms of this Lease. Provided Tenant is not in default, any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the right to apply the Security Deposit in payment of the last month's Rent. No interest shall be paid by Landlord on the Security Deposit. In the event of a sale of the Building or the Property, Landlord shall have the right to transfer the Security Deposit to the purchaser, upon such transfer Landlord shall have no further liability with respect thereto, and Tenant agrees to look solely to such purchaser for the return of the Security Deposit. Landlord shall not be required to keep the Security Deposit in a segregated account, and the Security Deposit may be commingled with other funds of Landlord.

26. **RESERVED.**

27. **LIMITATION ON LANDLORD'S PERSONAL LIABILITY:** Tenant specifically agrees to look solely to Landlord's interest in the Property for the satisfaction of any judgment or decree requiring the payment of money by Landlord, it being agreed that Landlord (and any officers, shareholders, partners, members, managers, directors, employees, affiliates, subsidiaries or parents of Landlord) shall never be personally liable for any such judgment. Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Property, Building and Premises, and in such event and upon such transfer, Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of Landlord for the performance of Landlord's obligations stated in the Lease. Tenant agrees that it shall be in exclusive control and possession of the Premises, and that Landlord shall not be liable for any injury or damages to any property or to any person on or about the Premises, nor for any injury or damage to the Personal Property, unless resulting from the intentional misconduct or negligent act of Landlord, its agents or employees.

28. **ATTORNEYS' FEES:** In the event there is any legal action or proceeding between Landlord and Tenant to enforce any provision of this Lease or to protect or establish any right or remedy of either Landlord or Tenant hereunder, the prevailing party (as such issue is determined by the fact finder in such legal action or proceeding) to such action or proceeding will be entitled to recover all costs and expenses, including reasonable attorneys' fees (including allocated costs of Landlord's in-house attorney and Tenant's use of the Denver City Attorney's Office), incurred by such prevailing party in such action or proceeding and in any appearance in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees will be determined by the court handling the proceeding and will be included in and as a part of such judgment.

29. **WAIVER:** No failure of Landlord to enforce any term hereof shall be deemed to be a waiver. The failure of Landlord to insist at any time upon the strict performance of any covenant or agreement contained herein or to exercise any option, right, power, or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future. No payment by Tenant or receipt by Landlord of a lesser amount than the applicable Rent payment due under this Lease shall be deemed to be other than on account of the earliest Rent due hereunder. **Tenant acknowledges and agrees that an endorsement or statement on any check or any letter accompanying any check or payment as Rent shall not be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.**

30. **SEVERABILITY:** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term hereof, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby.

31. **NOTICES:** All notices or other communications required or permitted hereunder must be in writing, and be (i) personally delivered (including by means of professional messenger service), (ii) sent by overnight courier, with request for next-day delivery, (iii) sent by registered or certified U.S. mail, postage prepaid, return receipt requested, to the addresses set forth in **Section 1**; or (iv) sent via electronic mail, provided that copies of notices sent via electronic mail must also be sent via one of the methods provided in (i) – (iii) of this **Section**. All notices sent by U.S. mail will be deemed received three (3) days after the date of mailing. All notices sent by overnight courier will be deemed received on the following day after such notice is deposited with the overnight courier. All notices sent via electronic mail will be deemed received upon the date such transmission is sent.

32. **HOLDING OVER:** Any holding over after the expiration or termination of this Lease shall be construed as a tenancy at sufferance, during which time Tenant shall pay Landlord a rental equal to one hundred fifty percent (150%) of the Base Rent and Operating Expenses Rent for the month of the Lease preceding the month in which the expiration or termination occurred. In the event Tenant shall be or become a holdover tenant, then, subject to the limitation set forth in **Section 58** of this Lease, Tenant shall also indemnify Landlord against all claims for damages against Landlord as a result of Tenant's possession of the Premises, including, without limitation, claims for damages by any tenant to whom Landlord may have leased the Premises, or any portion thereof, for a Term commencing after the expiration or termination of this Lease.
33. **TIME:** Time is of the essence with respect to the obligations of any party under this Lease.
34. **HEIRS, ASSIGNS, SUCCESSORS:** This Lease is binding upon and inures to the benefit of the assigns and successors in interest of Landlord and is binding upon and inures to the benefit of Tenant and, to the extent assignment may be approved by Landlord hereunder, Tenant's assigns.
35. **SUBORDINATION:** This Lease is and shall always be subject and subordinate to the lien of any mortgages, ground leases and other encumbrances which are now or shall at any future time be placed upon the Property, the Premises or Landlord's rights hereunder, and to any renewals, extensions, modifications or consolidations of any such mortgage. Tenant shall attorn to any party succeeding to Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, or otherwise, upon such party's request. This clause shall be self-operative and no further instrument of subordination need be required by any mortgagee. In confirmation of such subordination and attornment, however, Tenant, at Landlord's request, shall execute any appropriate certificate or instrument that Landlord may reasonably request within ten (10) business days after Landlord delivers a written request that Tenant execute such certificate or instrument. The form subordination, non-disturbance and attornment agreement for Landlord's current lender is attached hereto as **Exhibit E**.
- 35.1. Upon Tenant's written request to Landlord, Landlord agrees to use commercially reasonable efforts to obtain for Tenant a subordination, non-disturbance and attornment agreement with Landlord's lender, ground landlord or mortgagee on such party's form of subordination, non-disturbance and attornment agreement.
36. **ESTOPPEL CERTIFICATE:**
- 36.1. Tenant shall at any time upon not less than ten (10) business days prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing: (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the Rent and other charges are paid in advance, if any; (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (iii) certifying any other information relating to this Lease that may be requested by Landlord in such statement. Any such statement may be conclusively relied upon by a prospective purchaser, lender, or encumbrancer to the Property.
- 36.2. Landlord may elect to treat Tenant's failure to deliver such statement within such time as a material breach of this Lease or shall be conclusive upon Tenant: (i) that this Lease is in full force and effect, without modification, except as may be represented by Landlord; (ii) that there are no uncured defaults in Landlord's performance; and (iii) that not more than one month's Rent has been paid in advance or such failure may be considered by Landlord as a default by Tenant under this Lease.
37. **FINANCIAL STATEMENTS:** If Tenant assigned this Lease to an entity that is not an agency or department of the City and County of Denver, then such assignees shall furnish Landlord, within ten (10) Business Days after Landlord's request therefor, its most recent financial statement of assignee. Unless: (i) Landlord has reason to believe there has been a material reduction in the financial worth of any of such parties; or (ii) requested by any current or proposed lender, investor or purchaser of Landlord or the Building, such financial statement(s) shall not be required to be furnished more than twice each calendar year.

38. **REPRESENTATIONS; AUTHORITY:**

- 38.1. Tenant. Tenant represents and warrants to Landlord that Tenant has full right, power and lawful authority to execute, deliver and perform its obligations under this Lease, in the manner and upon the terms contained herein.
- 38.2. Landlord. Landlord represents and warrants to Tenant that Landlord has full right, power and lawful authority to execute, deliver and perform its obligations under this Lease, in the manner and upon the terms contained herein, and to grant the estate herein demised.

39. **JOINT AND SEVERAL LIABILITY:** In the event of an assignment of this Lease where more than one person or entity executes the Lease as Tenant, all such persons and entities shall be jointly and severally liable for all of Tenant's obligations hereunder.

40. **FORCE MAJEURE:** Landlord and Tenant shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by cause or causes beyond such party's reasonable control which shall include, without limitation, all labor disputes (except where either Party is a party to such labor dispute), civil commotion, civil disorder, riot, civil disturbance, war, governmental regulations, orders, moratoriums or controls, fire or other casualty, inability to obtain any material or services, pandemic, public health emergency or other event that creates danger or risk to the health of individuals, or Acts of God (each "**Force Majeure Event**"). Tenant will give written notice to Landlord within five (5) days following any Force Majeure Event that will delay Tenant's performance of any obligations under this Lease. Notwithstanding the foregoing, in no event will the payment of Rent be excused or delayed due to any Force Majeure Event. The parties agree that knowledge of the COVID-19 pandemic as of the date of this Lease will not prevent either party from claiming a Force Majeure Event in accordance with this **Section**, including, but not limited to, a Force Majeure Event arising out of or in any way relating to the COVID-19 pandemic.

41. **RECORDING:** Tenant shall not record this Lease, or any memorandum or comparable summary thereof (except as required by applicable law), without the written consent and joinder of Landlord, which may be withheld at Landlord's sole discretion.

42. **BROKER:** Tenant represents and warrants to Landlord that, except for the Tenant's Broker set forth in **Section 1.12**, Tenant has not employed any broker in connection with the negotiations of the terms of this Lease or the execution thereof. Subject to the limitation set forth in **Section 58** of this Lease, Tenant hereby agrees to indemnify and hold Landlord harmless against any loss, expense or liability with respect to any claims for commissions, finder's fees or brokerage fees arising from or out of any breach of the foregoing representation and warranty. Landlord shall be responsible for paying any commission due Landlord's Broker in connection with this transaction pursuant to a separate written agreement between them.

43. **ENTIRE AGREEMENT:** The foregoing, together with all Exhibits and Schedules attached hereto, constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

44. **GOVERNING LAW:** This Lease shall be construed in accordance with the laws of the State of Colorado.

45. **EFFECT OF DELIVERY OF THIS LEASE: LANDLORD HAS DELIVERED A COPY OF THIS LEASE TO TENANT FOR TENANT'S REVIEW ONLY, AND THE DELIVERY HEREOF DOES NOT CONSTITUTE AN OFFER TO TENANT OR OPTION TO LEASE. THIS LEASE SHALL NOT BE EFFECTIVE UNTIL A FULLY EXECUTED COPY OF THIS LEASE HAS BEEN DELIVERED TO BOTH LANDLORD AND TENANT.**

46. **WAIVER OF THE RIGHT TO TRIAL BY JURY: LANDLORD AND TENANT HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT LANDLORD OR TENANT MAY HEREAFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS LEASE OR THE LEASED PREMISES WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.**

47. **BANKRUPTCY:** Landlord and Tenant understand that, notwithstanding certain provisions to the contrary contained herein, a trustee or debtor in possession under the Bankruptcy Code may have certain rights to assume or assign this Lease. Landlord and Tenant further understand that, in any event, Landlord is entitled under the Bankruptcy Code to adequate assurances of future

performance of the provisions of this Lease. The parties agree that, with respect to any such assumption or assignment, the term “adequate assurance” shall include at least the following:

- (a) In order to assure Landlord that the proposed assignees will have the resources with which to pay all Base Rent, Operating Expenses Rent or other sum payable by Tenant pursuant to the provisions of this Lease, any proposed assignee must have, as demonstrated to Landlord’s satisfaction, a net worth (as defined in accordance with generally accepted accounting principles consistently applied) of not less than the net worth of Tenant or any guarantor (whichever is greater) on the date this Lease became effective, increased by seven (7%), compounded annually, for each year from the Commencement Date through the date of the proposed assignment. It is understood and agreed that the financial condition and resources of Tenant were a material inducement to Landlord in entering into this Lease.
- (b) Any proposed assignee must have been engaged in the conduct of business for the five (5) years prior to any such proposed assignment, which business does not violate the use restrictions stated in **Section 7**, and such proposed assignee shall not cause Landlord to be in violation or breach of any provision in any other lease, financing agreement, operating agreement or other agreement relating to the Property. It is understood and agreed that Landlord’s asset will be substantially impaired if the trustee in bankruptcy or any assignee of this Lease makes any use of the Premises other than the Permitted Use.
- (c) Any proposed assignee of this Lease must assume and agree to be personally bound by the provisions of this Lease.

48. **SURVIVAL:** Anything contained in this Lease to the contrary notwithstanding, the expiration or termination of the Term, whether by lapse of time or otherwise, shall not relieve Tenant from Tenant’s obligations accruing prior to the expiration or termination of the Term, all of which shall survive the same, whether or not same is expressly stated in the particular Section of this Lease, including, without limitation, Tenant’s obligations with respect to: (i) the payment of Rent, (ii) any provisions of this Lease with respect to indemnities of Landlord made by Tenant; and (iii) the removal of all Personal Property required to be removed hereunder and the repair of all damage to the Premises caused by such removal at the expiration or termination of this Lease to the extent required hereunder.

49. **COUNTERPARTS:** This Lease may be executed in any number of counterparts, which when taken together shall constitute one complete document.

50. **CONFIDENTIALITY:**

50.1. Tenant agrees, on behalf of Tenant and Tenant’s employees, agents, contractors, consultants, partners, affiliates, assignees and subtenants, not to disclose the terms of this Lease or the results of any audit of Landlord’s books and records under this Lease to any third party except (i) legal counsel to Tenant, (ii) any assignee of Tenant’s interest in this Lease or any subtenant of Tenant relative to the Premises (or any portion thereof), (iii) as required by applicable law or by subpoena or other similar legal process, or (iv) for financial reporting purposes. However, notwithstanding the foregoing, Landlord acknowledges that Tenant is a governmental entity, and that this Lease will be subject to public review and approval by the City and County of Denver, including the Denver City Council.

50.2. **COLORADO OPEN RECORDS ACT**

- (a) Landlord acknowledges that the Tenant is subject to the provisions of the Colorado Open Records Act (“CORA”), C.R.S. §§ 24-72-201 et seq., and Landlord agrees that it will fully cooperate with the Tenant in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Landlord asserts is confidential or otherwise exempt from disclosure. Any other provision of this Lease notwithstanding, all materials, records, and information provided by Landlord to the Tenant shall be considered confidential by the Tenant only to the extent provided in CORA, and Landlord agrees that any disclosure of information by the Tenant consistent with the provisions of CORA shall result in no liability of the Tenant. Notwithstanding the foregoing to the contrary, all information specifically labeled as “confidential” or that would reasonably be presumed to be confidential, including all nonpublic information relating to Landlord’s technology, operations, customers, business plans, promotional and

marketing activities, finances, and other business affairs (collectively, “Confidential Information”), that is learned by or disclosed to Tenant will be kept strictly confidential by Tenant; provided that, Tenant may use such Confidential Information for internal business purposes or if required to disclosed by Applicable Law.

- (b) In the event of a request to the Tenant for disclosure of such information, time and circumstances permitting, the Tenant will make a good faith effort to advise Landlord of such request in order to give Landlord the opportunity to object to the disclosure of any material Landlord may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Landlord objects to disclosure, the Tenant, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the Tenant may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Landlord agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Landlord does not wish disclosed. Landlord agrees to defend, indemnify, and hold harmless the Tenant, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Landlord's objection to disclosure, including prompt reimbursement to the Tenant of all reasonable attorney's fees, costs, and damages the Tenant may incur directly or may be ordered to pay by such court, including but not limited to time expended by the Denver City Attorney's Office.

51. **DAYS:** Unless otherwise specifically indicated to the contrary, the word “days” as used in this Lease means and refers to calendar days. “**Business Day**” means any day which is not a Saturday, Sunday or legal holiday, including New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.
52. **OFAC REPRESENTATION:** For purposes hereof, “List” shall mean the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation, and “OFAC” shall mean the Office of Foreign Assets Control, Department of the Treasury. Each party represents and warrants to the other that (i) each Person owning a ten (10%) or greater interest in such party is (A) not currently identified on the List, and (B) is not a person 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 and (ii) each party has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. Each party shall comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect and shall use reasonable efforts to notify the other in writing if any of the forgoing representations, warranties or covenants are no longer true or have been breached or if such party has a reasonable basis to believe that they may no longer be true or have been breached. In addition, at the request of a party, the other party shall provide such information as may be requested by the requesting to determine the other party's compliance with the terms hereof.
53. **TAX WAIVER:** Tenant waives all rights pursuant to any applicable laws, statutes or common law rights, to contest any taxes or other levies or protest appraised values or receive notice of reappraisal regarding the Property (including Landlord's personalty), irrespective of whether Landlord contests same. The foregoing waiver shall not be deemed or construed as a waiver by Tenant of its right to contest any taxes or other levies on its personal property.
54. **METHOD OF CALCULATION:** Tenant is knowledgeable and experienced in commercial transactions and does hereby acknowledge and agree that the provisions of this Lease for determining charges and amounts payable by Tenant are reasonable and valid and constitute satisfactory methods for determining such charges and amounts.
55. **EXCULPATION OF LANDLORD.** Notwithstanding anything to the contrary contained in this Lease, it is expressly understood and agreed by and between the Landlord and Tenant that the recourse of Tenant or its successors or assigns against Landlord with respect to the alleged breach by or on the part of Landlord of any representation, warranty, covenant, undertaking or agreement contained in this Lease (collectively, “**Landlord's Lease Undertakings**”) shall extend only to Landlord's interest in the Property and not to any other assets of Landlord or its constituent partners. Except to the extent of Landlord's interest in the Property, no personal liability or personal

responsibility of any sort with respect to any of Landlord's Lease Undertakings or any alleged breach thereof is assumed by, or shall at any time be asserted or enforceable against, Landlord, its constituent partners, or against any of their respective directors, officers, employees, agents, constituent partners, beneficiaries, trustees or representatives.

56. **TENANT IMPROVEMENTS:**

- 56.1. Tenant's Initial Plans; Landlord Work. Landlord will perform certain leasehold improvement work in the Premises in substantial accordance with the description (collectively, the "**Initial Plan**"), a copy of which is attached hereto as **Exhibit C**. Such work, as described in the Initial Plan and as more fully detailed in the Working Drawings (as defined and described in **Section 56.2** below), shall be hereinafter referred to as the "**Landlord Work.**" For avoidance of doubt, Landlord's Work shall not include Landlord's provision of the Office Furnishings as set forth in **Section 57**. Landlord will provide all necessary construction documents. Within ten business days after Landlord delivers a written request to Tenant, Tenant shall furnish to Landlord such additional plans, drawings, specifications and finish details as Landlord may reasonably request to enable Landlord to prepare mechanical, electrical and plumbing plans and to prepare the Working Drawings.
- 56.2. **DISCLAIMER:** TENANT ACKNOWLEDGES THAT LANDLORD HAS MADE AND WILL MAKE NO WARRANTIES TO TENANT AS TO THE QUALITY OF CONSTRUCTION OF THE LANDLORD WORK OR OF THE CONDITION OF THE PREMISES UPON COMPLETION THEREOF, EITHER EXPRESS OR IMPLIED, AND THAT LANDLORD AND TENANT DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE OR WILL BE SUITABLE FOR TENANT'S INTENDED USE THEREOF, EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS LEASE. NEITHER THE APPROVAL BY LANDLORD OF THE LANDLORD WORK OR THE INITIAL PLAN OR ANY OTHER PLANS, DRAWINGS, SPECIFICATIONS OR OTHER ITEMS ASSOCIATED WITH THE LANDLORD WORK, NOR ANY OTHER ACTIVITY BY LANDLORD SHALL CONSTITUTE A WARRANTY OF THE LANDLORD WORK BY LANDLORD.
- 56.3. Working Drawings. If necessary for the performance of the Landlord Work and not included as part of the Initial Plan attached hereto, Landlord shall prepare or cause to be prepared final working drawings and specifications for the Landlord Work (the "**Working Drawings**") based on and consistent with the Initial Plan and the other plans, drawings, specifications, finish details and other information furnished by Tenant to Landlord and approved by Landlord pursuant to **Section 56.1** above. So long as the Working Drawings are consistent with the Initial Plan, Tenant shall approve the Working Drawings within five business days after Landlord delivers the Working Drawings to Tenant by initialing and returning to Landlord each sheet of the Working Drawings or by executing an approval form provided by Landlord.
- 56.4. Performance of the Landlord Work. Landlord shall cause the Landlord Work to be performed using building standard materials, quantities and procedures then in use by Landlord ("**Building Standards**"), except as may be stated or shown otherwise in the Initial Plan or Working Drawings
- 56.5. Substantial Completion. Landlord shall make reasonable efforts to cause the Landlord Work to be "substantially completed," on or before Anticipated Commencement Date subject to delays caused by Force Majeure Events, casualties, discontinuance of any utility or other service required for performance of the Landlord Work, governmental orders, restrictions, or decrees, unavailability or shortages of materials or other problems in obtaining materials necessary for performance of the Landlord Work and also subject to Tenant Delays (as defined and described in **Section 56.6** below); provided that any delays in providing the Office Furnishings, as set forth in **Section 57**, shall not be considered an independent basis affecting whether substantial completion has been obtained by Landlord. The Landlord Work shall be deemed to be "**Substantially Completed**" when the Landlord Work has been completed in compliance with the following procedures and standards and certificate of occupancy, temporary certificate of occupancy, or the substantial equivalent thereof has been issued for the Premises:
- (a) When the Landlord believes that the Landlord Work has been Substantially Completed in accordance with the approved Working Drawings, Landlord and Tenant will walk through the Premises and inspect the Landlord Work.

- (b) The Landlord Work substantially conforms to the Working Drawings, are capable of being occupied for their intended purpose, and the remaining work or defects are limited to touch-up, minor finish, and similar “punch-list” items that do not unreasonably interfere with occupancy or Tenant's business activities.
- (c) After the walk through of the Premises, Landlord will prepare a completion notice, which shall include a list of all punch-list items needed to achieve final completion. Tenant shall execute and return to Landlord the completion notice within five business days.
- (d) Landlord will use reasonable diligence to complete all punch-list items identified in the completion notice signed by Landlord and Tenant as soon thereafter as reasonably possible.

If the Landlord Work is not Substantially Completed on or before Anticipated Commencement Date, (a) Landlord agrees to use reasonable efforts to complete the Landlord Work as soon as practicable thereafter, (b) the Lease shall remain in full force and effect, (c) Landlord shall not be deemed to be in breach or default of the Lease or this Work Letter as a result thereof and Landlord shall have no liability to Tenant as a result of any delay in occupancy (whether for damages, abatement of Rent or otherwise), and (d) except in the event of Tenant Delays, and notwithstanding anything contained in the Lease to the contrary, the Commencement Date shall be extended to the date on which the Landlord Work is Substantially Completed and the Expiration Date shall be extended by an equal number of days. At the request of either Landlord or Tenant in the event of such extensions in the Commencement Date and Expiration Date, Tenant and Landlord shall execute and deliver an amendment to the Lease reflecting such extensions.

56.6. Tenant Delays. As used in this **Section 56** only, “**Tenant Delays**” shall mean any delay to the Substantial Completion of the Landlord Work that is attributable to Tenant, including without limitation:

- (a) the failure of Tenant to furnish all or any plans, drawings, specifications, finish details or the other information required under **Section 56.1 and 56.2** on or before the date stated in **Section 56.1**;
- (b) the failure of Tenant to grant approval of the Working Drawings within the time required under **Section 56.2** above;
- (c) Tenant’s requirements for special work or materials, finishes, or installations other than the Building Standards or Tenant’s requirement for special construction staging or phasing; or
- (d) any other act or omission of Tenant that causes a delay

56.7. Tenant Access. Upon written request by Tenant, Landlord, at its reasonable discretion, may grant Tenant limited access to the Premises prior to the Commencement Date to allow Tenant to do other work required by Tenant to make the Premises ready for Tenant’s use and occupancy (“**Tenant’s Pre-Occupancy Work**”). It shall be a condition to the grant by Landlord and continued effectiveness of such license that:

- (a) Tenant shall give to Landlord a written request to have such access to the Premises not less than five (5) days prior to the date on which such access will commence, which written request shall contain or shall be accompanied by each of the following items, all in form and substance reasonably acceptable to Landlord: (i) a detailed description of and schedule for Tenant’s Pre-Occupancy Work; (ii) the names and addresses of all contractors, subcontractors and material suppliers and all other representatives of Tenant who or which will be entering the Premises on behalf of Tenant to perform Tenant’s Pre-Occupancy Work or will be supplying materials for such work, and the approximate number of individuals, itemized by trade, who will be present in the Premises; (iii) copies of all contracts, subcontracts and material purchase orders pertaining to Tenant’s Pre-Occupancy Work; (iv) copies of all plans and specifications pertaining to Tenant’s Pre-Occupancy Work; (v) copies of all licenses and permits required in connection with the performance of Tenant’s Pre-Occupancy Work; and (vi) certificates of insurance (in amounts satisfactory to Landlord and with the parties identified in, or required by, the Lease named as additional insureds) and, subject to the limitation set forth in **Section 58** of this Lease, instruments of indemnification against all claims, costs, expenses, damages and liabilities which may arise in connection with Tenant’s Pre-Occupancy Work.

- (b) Such pre-Term access by Tenant and its representatives shall be subject to scheduling by Landlord.
- (c) Tenant's employees, agents, contractors, workmen, mechanics, suppliers and invitees shall work in harmony and not interfere with Landlord or Landlord's agents in performing the Landlord Work and any Additional Work in the Premises, Landlord's construction work in other premises and in the Common Areas, or the general operation of the Building. If at any time any such person representing Tenant shall cause or threaten to cause interference, including labor disharmony, and Tenant fails to immediately institute and maintain such corrective actions as directed by Landlord, then Landlord may withdraw such license upon twenty four (24) hours' prior written notice to Tenant.
- (d) Any such entry into and occupancy of the Premises by Tenant or any person or entity working for or on behalf of Tenant shall be deemed to be subject to all of the terms, covenants, conditions and provisions of the Lease, specifically including the provisions of **Section 12** thereof (regarding Tenant's improvements and alterations to the Premises), and excluding only the covenant to pay Rent. Landlord shall not be liable for any injury, loss or damage which may occur to any of Tenant's Pre-Occupancy Work made in or about the Premises or to property placed therein prior to the commencement of the term of the Lease, the same being at Tenant's sole risk and liability. Tenant shall be liable to Landlord for any damage to the Premises or to any portion of the Landlord Work or Additional Work caused by Tenant or any of Tenant's employees, agents, contractors, workmen or suppliers. In the event that the performance of Tenant's Pre-Occupancy Work causes extra costs to Landlord, Tenant shall reimburse Landlord for such extra cost and/or shall pay Landlord for such elevator service or other Building services at Landlord's standard rates then in effect.

56.8. Representatives. All inquiries, requests, instructions, authorizations and other communications with respect to the matters covered by this **Section 56** shall be made to Tenant's Representative as the case may be. Authorization made by Tenant's Representative shall be binding and Tenant shall be responsible for all cost authorized by Tenant's Representative. Tenant hereby appoints the following person as Tenant's representative to act for Tenant in all matters covered by this Work Letter:

Senior Vice President, DEN Real Estate

- 56.9. In the event that the final working drawings and specifications are included as part of the Initial Plan attached hereto, or in the event Landlord performs the Landlord Work without the necessity of preparing working drawings and specifications, then whenever the term "Working Drawings" is used in this Agreement, such term shall be deemed to refer to the Initial Plan and all supplemental plans and specifications approved by Landlord.
57. **OFFICE FURNISHINGS:** At Tenant's request, Landlord will help facilitate, provide and/or pay for reasonable costs for furniture and cabling, and providing power to the furniture ("**Office Furnishings**") for the Premises. In the event Landlord participates in the process of sourcing, procuring and/or installing Office Furnishings, Landlord shall be paid a one-time fee of \$5,000, payable as Additional Rent. Any costs for Office Furnishings that are paid by Landlord shall be amortized over the Terms of the Lease at an amortization rate of 8.5%.
58. **LIMITATION ON INDEMNITIES:** Landlord and Tenant hereby acknowledge and agree that the original named Tenant to this Lease is the City and County of Denver, a home rule municipal corporation of the State of Colorado, and its Department of Aviation (collectively, "Denver"). Under Colorado and local law, including the Article XI, Section 1 of the Colorado Constitution, Denver is not permitted to indemnify any party. Based on the foregoing, the Landlord and Tenant acknowledge and agree that any provision in this Lease which creates or purports to create an indemnity obligation whereby Tenant is the indemnitor shall not apply in any manner to Denver. In other words, Denver is offering no indemnity to any party under this Lease. Notwithstanding the foregoing, however, in the event that this Lease is assigned or the Leased Premises is sublet to a non-governmental entity, such assignee or Sublessee shall be bound by all indemnity obligations under this Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Contract Control Number:
Contractor Name:

PLANE-202262958-00
GREEN INDUSTRIAL DEVELOPMENT GROUP LLC

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202262958-00
GREEN INDUSTRIAL DEVELOPMENT GROUP LLC

DocuSigned by:
Dan Green
By: _____
50657BB676DC43C...

Name: Dan Green
(please print)

Title: CEO/Co-Managing Partner
(please print)

ATTEST: [if required]

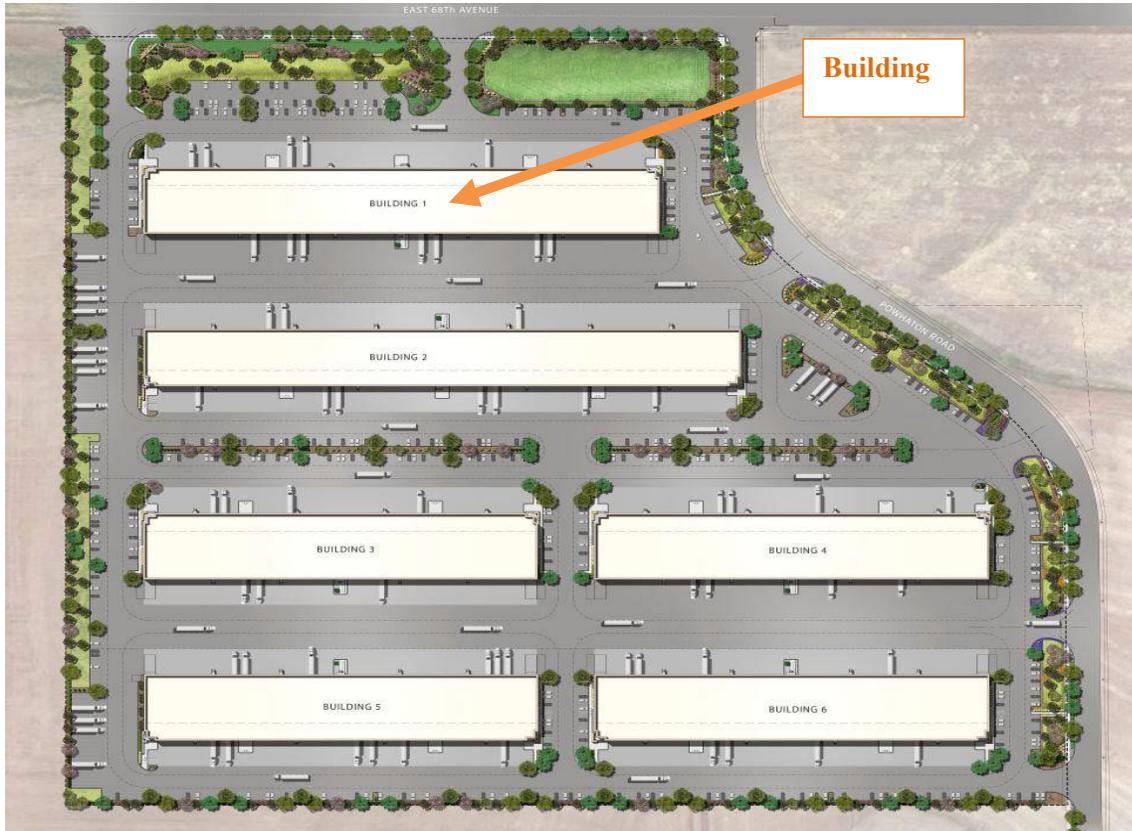
By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

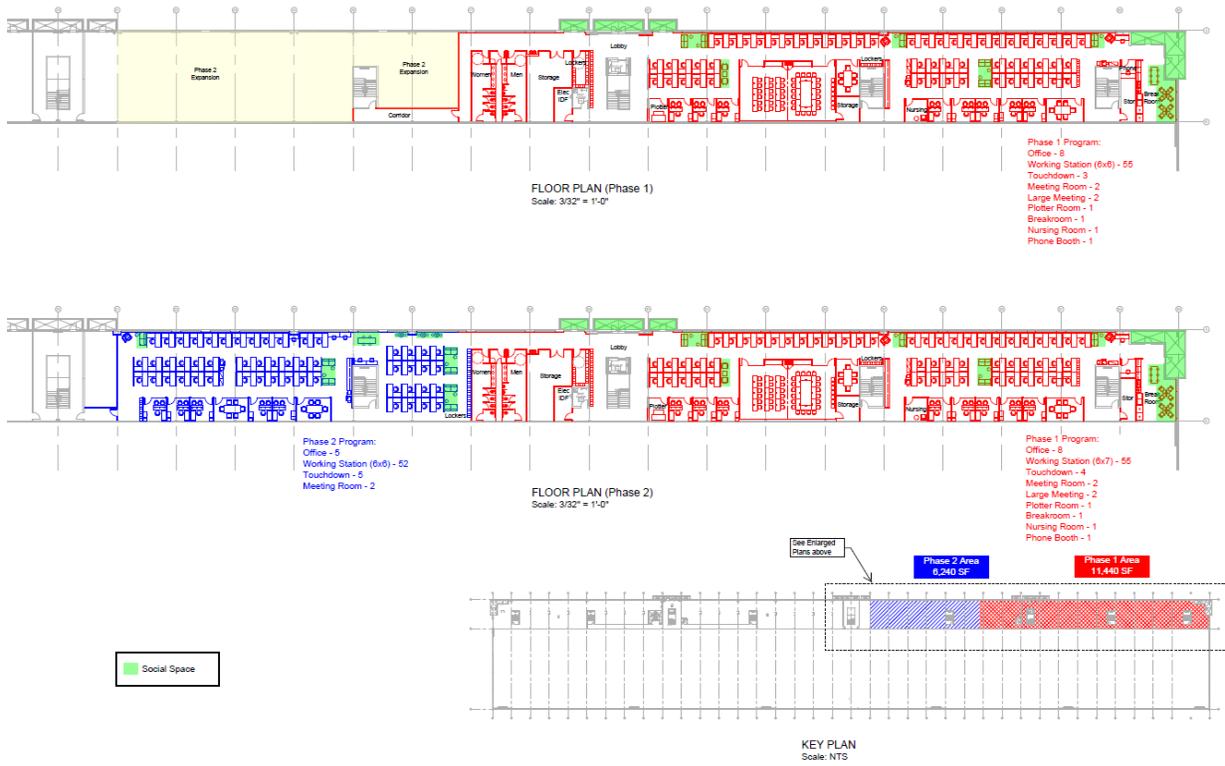
DEPICTION OF THE PROPERTY



The depiction attached shows the Property together with planned future improvements for the Property, but does not constitute a representation, warranty, covenant, or other commitment by Landlord that any portion of the Property will be constructed in accordance with this site plan.

EXHIBIT B

FLOOR PLAN OF PREMISES



The Premises is approximately depicted above as the areas shaded in red and blue within the Building.

EXHIBIT C

INITIAL PLANS – TENANT IMPROVEMENTS

- Landlord will construct the following improvements using Building-standard materials in the area reasonably designated by Landlord:
 - Thirteen (13) private offices
 - Five (5) meeting rooms
 - One (1) nursing room
 - One (1) large meeting room
 - One (1) men's restroom
 - One (1) women's restroom
 - Three (3) storage rooms
 - One (1) electrical room
 - One (1) plotter room

Within ten (10) days following the date on which Landlord delivers details of the finish-out schemes used by Landlord for the Building (the “**Finish-Out Selection Deadline**”), Tenant will select from one of the finish-out schemes by delivering written notice selecting the finish-out scheme to Landlord, and Landlord shall thereafter perform the Landlord Work in accordance with the finish-out scheme selected by Tenant. In the event that Tenant fails to deliver written notice to Landlord designating the finish-out scheme selected by Tenant, then each day following the Finish-Out Selection Date until Tenant delivers written notice to Landlord designating the finish-out scheme selected by Tenant shall constitute a Tenant Delay. Notwithstanding the foregoing, Tenant shall be solely responsible for the cost of any work that exceeds the scope of the Landlord Work set forth in this Lease, and Tenant shall reimburse Landlord for any such amounts expended by Landlord within ten (10) days after Tenant’s receipt of Landlord’s written demand therefor.

EXHIBIT D

TENANT ACCEPTANCE LETTER

This declaration is hereby attached to and made part of the Lease dated _____, 2022, entered into by and between **Green Industrial Development Group, LLC**, as Landlord, and **CITY AND COUNTY OF DENVER, for its DEPARTMENT OF AVIATION**, as Tenant.

1. The undersigned, as Tenant, hereby confirms as of the ____ day of _____, 2022 the following:
2. Tenant has accepted possession of the Premises on _____, 2022 and is currently able to occupy the same.
3. The Commencement Date as defined in the Lease is _____, 2022.
4. The Expiration Date of the Lease is _____, 2032.
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, except for the following, which Tenant acknowledges do not interfere with, or delay, Tenant’s acceptance of the Premises:

6. As of the date hereof, Landlord is not in default of any of its obligations under the Lease.
7. The Lease is in full force and effect and has not been modified, altered, or amended, except pursuant to any instruments described above, if any.
8. There are no offsets or credits against Base Rent or Additional Rent, nor has any Base Rent or Additional Rent been prepaid except as provided pursuant to the terms of the Lease.

TENANT:

DENVER INTERNATIONAL AIRPORT

By: _____
Name: _____
Title: _____

EXHIBIT E

FORM OF CURRENT LENDER'S FORM SNDA

After recording return to:
FirstBank
Attn: Loan Operations
12345 West Colfax Avenue
Lakewood, CO 80215

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is entered into as of the ___ day of _____, 202___ (the "Effective Date") by and between FIRSTBANK, a Colorado state banking corporation (together with its successors and assigns in such capacity, the "Lender"), and CITY AND COUNTY OF DENVER, FOR ITS DEPARTMENT OF AVIATION ("Tenant").

RECITALS

A. Tenant has executed that certain Lease dated _____, (the "Lease"), between Tenant and Green Industrial Development Group, LLC, a Delaware limited liability company ("Landlord"), for the lease of certain premises located at _____ and as specifically described in the Lease (the "Premises") which is more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference.

B. Lender has made or intends to make a loan to Landlord (the "Loan").

C. The Loan is secured by, among other things, (i) that certain Deed of Trust, Security Agreement and Fixture Filing dated as of the ___ day of _____, 2018 (the "Deed of Trust") for the benefit of Lender to be recorded in the real property records for Adams County, Colorado (the "Records") thereby encumbering the Premises; and (ii) that certain Assignment of Rents and Other Rights dated as of the ___ day of _____, 2018 ("Assignment of Rents") which shall be recorded in the Records thereby encumbering the Premises. The Deed of Trust, Assignment of Rents and any and all other documents, agreements, writings or instruments which evidence and/or secure the Loan, as the same may be amended, extended or otherwise modified are collectively referred to herein as the "Loan Documents."

D. Tenant and Lender desire to establish their relative priorities of their interests in the Premises and their rights and obligations if certain events occur.

NOW, THEREFORE, for good and sufficient consideration, Tenant and Lender agree:

1. Definitions. The following terms shall have the following meanings for purposes of this Agreement:

(a) Foreclosure Event. A “Foreclosure Event” means: (i) foreclosure or exercise of power of sale under the Deed of Trust; (ii) any other exercise by Lender of rights and remedies (whether under the Deed of Trust or under applicable law, including bankruptcy law) as holder of the Loan and/or the Deed of Trust, as a result of which a Lender becomes owner of the Premises; or (iii) delivery by Landlord to Lender (or its designee or nominee) of a deed or other conveyance of Landlord’s interest in the Premises in lieu of any of the foregoing.

(b) Former Landlord. A “Former Landlord” means Landlord and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

(c) Offset Right. An “Offset Right” means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Tenant’s payment of Rent or performance of Tenant’s other obligations under the Lease, arising (whether under the Lease or under applicable law) from Landlord’s breach or default under the Lease.

(d) Purchase Rights. A “Purchase Right” means all purchase options, rights of first refusal and other rights now or hereafter held by Tenant to acquire all or any portion of the Premises or any interest therein, whether or not set forth in the Lease

(e) Rent. The “Rent” means any fixed rent, base rent or additional rent under the Lease.

(f) Successor Landlord. A “Successor Landlord” means any party that becomes owner of the Premises as the result of a Foreclosure Event.

(g) Termination Right. A “Termination Right” means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Landlord’s breach or default under the Lease.

(h) Other Capitalized Terms. If any capitalized term is used in this Agreement and no separate definition is contained in this Agreement, then such term shall have the same respective definition as set forth in the Lease.

2. Agreement to Pay Lender After Default. Upon Lender's written notice to Tenant that a default or event of default has occurred under any of the Loan Documents, Tenant will pay all rent and other amounts due and owing to Landlord under the Lease directly to Lender, and such payment to Lender will constitute a full and complete discharge of the obligations of Tenant to Landlord under the Lease to the extent of the amounts so paid. Tenant need not inquire into whether such a default or event of default actually exists, or whether Lender is entitled to demand and receive such rent and other amounts, and Landlord hereby irrevocably and unconditionally authorizes Tenant to pay all rent and other amounts owing under the Lease to Lender upon a demand by Lender, notwithstanding any contrary demands or instructions by Landlord. Landlord hereby releases and discharges Tenant from all liability for paying to Lender rent and other amounts owing under the Lease as provided in this Section.

3. Subordination. The Lease, as the same may hereafter be modified, amended or extended, and any and all Purchase Rights, shall be, and shall at all times remain, subject and subordinate to the Loan Documents, the lien of the Deed of Trust, and all advances made or to be made thereunder, and to any and all renewals, extensions, modifications and replacements thereof.

4. Nondisturbance, Recognition and Attornment.

(a) No Exercise of Deed of Trust Remedies Against Tenant. So long as the Tenant is not in default under this Agreement or under the Lease beyond any applicable grace or cure periods (an “Event of Default”), Lender (i) shall not terminate or disturb Tenant’s possession of the Premises under the Lease, except in accordance with the terms of the Lease and this Agreement and (ii) shall not name or join Tenant as a defendant in any exercise of Lender’s rights and remedies arising upon a default under the Deed of Trust unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant’s rights under the Lease or this Agreement in such action.

(b) Recognition and Attornment. Upon Successor Landlord taking title to the Premises (i) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (ii) Tenant shall recognize and attorn to Successor Landlord as Tenant’s direct landlord under the Lease as affected by this Agreement; and (iii) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant. Tenant hereby acknowledges notice that pursuant to the Deed of Trust and Assignment of Rents, Landlord has granted to the Lender an absolute, present assignment of the Lease and Rents which provides that Tenant continue making payments of Rents and other amounts owed by Tenant under the Lease to the Landlord and to recognize the rights of Landlord under the Lease until notified otherwise in writing by the Lender. After receipt of such notice from Lender, the Tenant shall thereafter make all such payments directly to the Lender or as the Lender may otherwise direct, without any further inquiry on the part of the Tenant. Landlord consents to the foregoing and waives any right, claim or demand which Landlord may have against Tenant by reason of such payments to Lender or as Lender directs.

(c) Further Documentation. The provisions of this Section 4 shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Section 4 in writing upon request by either of them within ten (10) days of such request.

5. Protection of Successor Landlord. Notwithstanding anything to the contrary in the Lease or the Deed of Trust, Successor Landlord shall not be liable for or bound by any of the following matters:

(a) Claims Against Former Landlord. Any Offset Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment. The foregoing shall not limit either (i) Tenant’s right to exercise against Successor Landlord any Offset Right otherwise available to Tenant because of events occurring after the date of attornment or (ii) Successor Landlord’s obligation to correct any

conditions that existed as of the date of attornment and violate Successor Landlord's obligations as landlord under the Lease.

(b) Prepayments. Any payment of Rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment.

(c) Payment; Security Deposit; Work. Any obligation: (i) to pay Tenant any sum(s) that any Former Landlord owed to Tenant unless such sums, if any, shall have been actually delivered to Lender by way of an assumption of escrow accounts or otherwise; (ii) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Lender; (iii) to commence or complete any initial construction of improvements in the Premises or any expansion or rehabilitation of existing improvements thereon; (iv) to reconstruct or repair improvements following a fire, casualty or condemnation; or (v) arising from representations and warranties related to Former Landlord.

(d) Modification, Amendment or Waiver. Any modification or amendment of the Lease, or any waiver of the terms of the Lease, made without Lender's written consent.

(e) Surrender, Etc. Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, made without Lender's written consent.

(f) Insurance Proceeds. Any provision contained in the Lease regarding the use of insurance proceeds or condemnation proceeds with respect to the Premises which is inconsistent with the terms of the Deed of Trust.

(g) Purchase Rights. Any Purchase Right granted to Tenant.

6. No Modification of Lease. Landlord and Tenant acknowledge and agree that the Lease will not be modified, terminated or replaced without the express written approval of Lender, which approval will not be unreasonably withheld.

7. Purchase Rights. Tenant understands and acknowledges that, if Tenant holds any Purchase Rights, and Tenant purchases the Premises or any portion thereof while the Deed of Trust remains in effect, such purchase, and Tenant's title to the Premises or any portion thereof, will be subject and subordinate to the lien of the Deed of Trust. Nothing contained in this Agreement in any way affects any restrictions on Landlord's right to transfer the Premises set forth in the Loan Documents or constitutes Lender's consent to transfer of the Premises or any portion thereof to Tenant pursuant to any Purchase Rights. Tenant acknowledges and agrees that no Purchase Right or right of first refusal held by Tenant will be exercisable in connection with any transfer pursuant to a Foreclosure Event.

8. Insurance; Casualty. Tenant hereby agrees that, notwithstanding anything to the contrary contained in the Lease, the terms and provisions of the Deed of Trust with respect to the application of casualty insurance proceeds and condemnation awards shall control.

9. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in this Agreement or the Lease, Successor Landlord's obligations and liability under the Lease shall never extend

beyond Successor Landlord's (or its successors' or assigns') interest, if any, in the Premises, Successor Landlord's interest in the Lease, and the proceeds from any sale, lease or other disposition of the Premises (or any portion thereof) by Successor Landlord (collectively, the "Successor Landlord's Interest"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord.

10. Lender's Right to Cure. Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any Offset Right or Termination Right:

(a) Notice to Lender. Tenant shall provide Lender with notice of the breach or default by Landlord giving rise to same (the "Default Notice") and, thereafter, the opportunity to cure such breach or default as provided for below.

(b) Lender's Cure Period. After Lender receives a Default Notice, Lender shall have a period of thirty (30) days beyond the time available to Landlord under the Lease in which to cure the breach or default by Landlord. Lender shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Lender agrees or undertakes otherwise in writing. In addition, as to any breach or default by Landlord the cure of which requires possession and control of the Premises, provided that Lender undertakes by written notice to Tenant to exercise reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this Section, Lender's cure period shall continue for such additional time as Lender may reasonably require to either: (i) obtain possession and control of the Premises with due diligence and thereafter cure the breach or default with reasonable diligence and continuity; or (ii) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

11. Miscellaneous.

(a) Notices. Any notice or request given or demand made under this Agreement by one party to the other shall be in writing, and may be given or be served by hand delivered personal service, or by depositing the same with a reliable overnight courier service or by deposit in the United States mail, postpaid, registered or certified mail, and addressed to the party to be notified, with return receipt requested or by telefax transmission, with the original machine-generated transmit confirmation report as evidence of transmission. Notice deposited in the mail in the manner hereinabove described shall be effective from and after the expiration of three (3) days after it is so deposited; however, delivery by overnight courier service shall be deemed effective on the next succeeding business day after it is so deposited and notice by personal service or telefax transmission shall be deemed effective when delivered to its addressee or within two (2) hours after its transmission unless given after 3:00 p.m. on a business day, in which case it shall be deemed effective at 9:00 a.m. on the next business day. For purposes of notice, the addresses and fax number of the parties shall, until changed as herein provided, be as follows:

(i) If to the Lender, at:

FirstBank
Attn: _____
12345 W. Colfax Ave
Lakewood, Colorado 80215

and

Lewis Roca Rothgerber Christie LLP
Attn: _____
1200 17th Street, Suite 3000
Denver, CO 80202

- (ii) If to the Tenant, at: Chief Executive Officer
Denver International Airport
Airport Office Building
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

with a copy to:

Senior Vice President, DEN Real Estate
Denver International Airport
Airport Office Building
8500 Peña Boulevard, 10th Floor
Denver, Colorado 80249-6340

And:

General Counsel,
Denver International Airport
Airport Office Building
8500 Peña Boulevard, 10th Floor
Denver, Colorado 80249-6340

(b) Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Lender assigns the Deed of Trust, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

(c) Entire Agreement. This Agreement constitutes the entire agreement between Lender and Tenant regarding the subordination of the Lease to the Deed of Trust and the rights and obligations of Tenant and Lender as to the subject matter of this Agreement.

(d) Interaction with Lease and with Deed of Trust. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and

constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of nondisturbance agreements by the holder of, the Deed of Trust.

(e) Lender's Rights and Obligations. Except as expressly provided for in this Agreement, Lender shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Lender under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement.

(f) Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the state in which the Premises are located, excluding such state's principles of conflict of laws.

(g) Amendments. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

(h) Due Authorization. Tenant represents to Lender that it has full authority to enter into this Agreement, which has been duly authorized by all necessary actions. Lender represents to Tenant that it has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

(i) Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Lender and Tenant have caused this Agreement to be executed as of the date first above written.

LENDER:

FIRSTBANK,
a Colorado banking corporation

By: _____

LENDER'S ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing Subordination, Non-Disturbance and Attornment Agreement was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of FirstBank, a Colorado banking corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission expires: _____

[S E A L]

Notary Public

