

SUBLEASE AGREEMENT

BY AND BETWEEN

**THE DENVER POST LLC,
A DELAWARE LIMITED LIABILITY PARTNERSHIP
F/K/A
THE DENVER NEWSPAPER AGENCY LLP,
A DELAWARE LIMITED LIABILITY PARTNERSHIP**

AS SUBLANDLORD

AND

**CITY AND COUNTY OF DENVER,
A HOME RULE MUNICIPAL CORPORATION OF THE STATE OF COLORADO**

AS SUBTENANT

**RELATING TO THE SUBLEASING OF CERTAIN SUBLEASED PREMISES IN THE
BUILDING LOCATED AT:**

**101 WEST COLFAX AVENUE
DENVER, COLORADO 80202**

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SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this "Sublease") is entered into effective as of the date set forth on the Subtenant's signature page (the "Effective Date"), by and between THE DENVER POST LLC, a Delaware limited liability company f/k/a The Denver Newspaper Agency LLP, a Delaware limited liability partnership ("Sublandlord"), and the CITY AND COUNTY OF DENVER, a home rule municipal corporation of the State of Colorado ("Subtenant").

1. BASIC PROVISIONS; DEFINITIONS; ATTACHMENTS.

1.1 Basic Provisions. In the event of any conflict between the terms and conditions set forth in this Section 1.1 (collectively, the "Basic Provisions") and any other provision of this Sublease, such other provision shall control.

(a) *The Master Lease; The Master Leased Premises.* That certain Lease Agreement dated September 29, 2006 (together with all amendments, substitutions, replacements and renewals thereto from time to time, collectively, the "Master Lease"), by and between KAYAN, LLC, a Delaware limited liability company (as successor-in-interest to CO-NEWSPAPER, LLC, a Delaware limited liability company), as Landlord ("Landlord"), and Sublandlord, as Tenant, relating to the leasing of certain premises (the "Master Leased Premises") in the building located at 101 West Colfax Avenue, Denver, Colorado 80202 (the "Building"), said Master Leased Premises being more particularly described in the Master Lease.

(b) *The Subleased Premises.* Approximately 45,505 rentable square feet of the Master Leased Premises (the "Subleased Premises"), consisting of (i) approximately 9,206 rentable square feet on the first (1st) floor of the Building (the "1st Floor Premises"), said 1st Floor Premises being more particularly depicted on Exhibit "A-1" attached hereto, and (ii) approximately 36,299 rentable square feet on the seventh (7th) floor of the Building (the "7th Floor Premises"), said 7th Floor Premises being more particularly depicted on Exhibit "A-2" attached hereto.

(c) *Delivery Date; Construction-Ready Condition.* The "Delivery Date" means the date that Sublandlord delivers possession of the Subleased Premises to Subtenant in the following condition (collectively, "Construction-Ready Condition"): (i) Sublandlord's Work (as defined in Rider 1) in the Subleased Premises is Substantially Complete (as defined in Rider 1), (ii) all personal property has been removed from the Subleased Premises; (iii) the Subleased Premises are in broom-clean condition ready for Subtenant to begin Subtenant's Work (as defined in Rider 1 to this Sublease); and (iv) all Building Systems serving the Subleased Premises are in good working order.

(d) *The Commencement Date.* The "Commencement Date" shall be the date that is the *earlier* of (i) the date Subtenant commences normal business operations at the Subleased Premises (as opposed to performance of Subtenant's Work and the installation of furniture, equipment and office materials), (ii) the Delivery Date, or (iii) July 1, 2016.

(e) *The Sublease Term.* The term of this Sublease (the "Sublease Term") shall be approximately 86 months, commencing at 12:01 a.m. on the Commencement Date and

terminating at 11:59 p.m. on the Expiration Date, unless sooner extended or terminated pursuant to this Sublease.

(f) Base Rent. Subtenant shall pay Sublandlord base rent ("Base Rent") for the Subleased Premises as follows:

<u>Months of the Sublease Term</u>	<u>The Applicable RSF Factor**</u>	<u>Annual Rate per Rentable Square Foot</u>	<u>Period Base Rent</u> <i>(Total Base Rent due during applicable period)</i>	<u>Monthly Installment of Base Rent</u>
The Commencement Date – Month 2	28,451	\$-0-	\$-0-	\$-0-
Month 3 – Month 12	28,451	\$26.50	\$628,292.90	\$62,829.29
Month 13 – Month 18	37,032	\$27.00	\$499,932.00	\$83,322.00
Month 19 – Month 30	45,505	\$27.50	\$1,251,387.48	\$104,282.29
Month 31 – Month 42	45,505	\$28.00	\$1,274,139.96	\$106,178.33
Month 43 – Month 54	45,505	\$28.50	\$1,296,892.56	\$108,074.38
Month 55 – Month 66	45,505	\$29.00	\$1,319,645.04	\$109,970.42
Month 67 – Month 78	45,505	\$29.50	\$1,342,397.52	\$111,866.46
Month 79 – The Expiration Date	45,505	\$30.00	\$910,100.00	\$113,762.50

The "Applicable RSF Factor" means the Rentable Area of the Subleased Premises that is used from time to time for purposes of determining Base Rent and Operating Expenses (as defined below) due under this Sublease, as such Applicable RSF Factor is set forth in this Section 1.1(f) and subject to the terms and conditions of Section 24 of Rider 1 to this Sublease. In no event shall the foregoing be deemed to prevent Subtenant from possessing the entire Rentable Area of the Subleased Premises for the entire Sublease Term.

(g) Operating Expenses. In addition to Base Rent, Subtenant shall pay Sublandlord the following amounts as Subtenant's stipulated share of excess operating expenses allocable to the Subleased Premises ("Operating Expenses"):

<u>Period of the Sublease Term</u>	<u>The Applicable RSF Factor</u>	<u>Annual Rate per Rentable Square Foot</u>	<u>Period Operating Expenses</u> <i>(Total Operating Expenses due during applicable period)</i>	<u>Monthly Installment of Operating Expenses</u>
The Commencement Date – December 31, 2016	28,451	\$-0-	\$-0-	\$-0-
January 1, 2017 – June 30, 2017	28,451	\$.62	\$8,819.82	\$1,469.97

July 1, 2017 – December 31, 2017	37,032	\$.62	\$11,479.92	\$1,913.32
January 1, 2018 – December 31, 2018	45,505	\$1.27	\$57,791.40	\$4,815.95
January 1, 2019 – December 31, 2019	45,505	\$1.95	\$88,734.72	\$7,394.56
January 1, 2020 – December 31, 2020	45,505	\$2.65	\$120,588.24	\$10,049.02
January 1, 2021 – December 31, 2021	45,505	\$3.38	\$153,806.88	\$12,817.24
January 1, 2022– December 31, 2022	45,505	\$4.14	\$188,390.76	\$15,699.23
January 1, 2023 – The Expiration Date	45,505	\$4.93	\$149,599.76	\$18,694.97

(h) Rentable Area of the Subleased Premises. The rentable area of the Subleased Premises (the “**Rentable Area of the Subleased Premises**”) is 45,505 rentable square feet.

(i) Additional Rent. Subtenant shall pay all other costs, expenses and liability of Subtenant hereunder (including, without limitation, Operating Expenses) within the timeframes set forth in this Sublease and as provided herein (collectively, “**Additional Rent**”).

(j) Permitted Use. The Subleased Premises are to be used only for (i) general office use and (ii) subject to Section 6.1(b) of this Sublease, Ancillary Uses (collectively, the “**Permitted Use**”).

(k) Security Deposit. None.

(l) Guarantor. None.

(m) Sublandlord’s Payment Address. Sublandlord’s address for the payment of Rent (as defined below) shall be (“**Sublandlord’s Payment Address**”):

The Denver Post LLC c/o Cushman & Wakefield 101 West Colfax Avenue Suite 100 Denver, Colorado 80202
or at such other place(s) as Sublandlord shall designate in writing.

(n) Sublandlord’s Notice Addresses. Sublandlord’s address for all Notices (as defined below) shall be (“**Sublandlord’s Notice Address**”):

The Denver Post LLC 101 W. Colfax Avenue	<i>with required copies to:</i> Digital First Media
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Denver, CO 80202 Attn: Michael E. Henry, CFO Phone: 303.954.5007 Fax: 303.954.5110 E-Mail: mhenry@denverpost.com	101 W. Colfax Avenue, 11 th Floor Denver, CO 80202 Attn: General Counsel <i>and to:</i> Brownstein Hyatt Farber Schreck, LLP 410 17 th Street, Suite 2200 Denver, CO 80202-4432 Attn: Aaron M. Hyatt, Esq. (008383.0059) Phone: 303.223.1100 Fax: 303.223.1111 E-Mail: ahyatt@bhfs.com
or at such other place(s) as Sublandlord shall designate in writing.	

(o) Subtenant's Notice Addresses. Subtenant's address for all Notices shall be ("**Subtenant's Notice Address**"):

City and County of Denver Director of Division of Real Estate 201 W. Colfax Ave., Dept. 1010 Denver, CO 80204 Attn: Jeffrey Steinberg Phone: (720) 865-7505	<i>with required copies to:</i> Denver City Attorney's Office 201 W. Colfax, Department 1207 Denver, Colorado 80202
or at such other place(s) as Subtenant shall designate in writing.	

(p) Brokers.

(i) Sublandlord's Broker. Jones Lang LaSalle ("**Sublandlord's Broker**").

(ii) Subtenant's Broker. McLin Commercial ("**Subtenant's Broker**").

(q) Subject to Appropriation; No Multiple Year Obligation; Maximum Sublease Amount. Notwithstanding anything to the contrary herein, it is understood and agreed that any payment obligation of the Subtenant herein, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Sublease, encumbered for the purpose of this Sublease and paid into the Treasury of the City and County of Denver. Sublandlord acknowledges that (i) Subtenant does not by this Sublease, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Sublease is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of Subtenant. In addition to the foregoing, the maximum amount to be paid by Subtenant in accordance with this Sublease shall not exceed **TEN MILLION FOUR HUNDRED SEVENTY THREE THOUSAND THREE HUNDRED THIRTY DOLLARS AND NINETY THREE CENTS (\$10,473,330.93)** unless this Sublease is modified to increase said amount by a duly authorized and written amendment to this Sublease executed by the parties in the same manner as this Sublease.

(r) Rent Invoices; Subtenant's Invoice Address. During the entire Sublease Term, on or before the fifteenth (15th) of each month, Sublandlord shall invoice Subtenant for all amounts due and payable for the following month as set forth in this Sublease. All invoices shall be directed to:

City and County of Denver
Director of Division of Real Estate
201 W. Colfax Ave., Dept. 1010
Denver, CO 80204

or as otherwise agreed to in writing by Sublandlord and the Director of the Division of Real Estate.

1.2 Other Capitalized Terms. Capitalized terms not defined herein shall have the same meaning as set forth in the Master Lease.

1.3 Definitions. In addition to the terms defined in the Master Lease and elsewhere in this Sublease, the following terms shall have the following meanings with respect to the provisions of this Sublease:

(a) "**ADA**" means, collectively, the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*) and the regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time.

(b) "**After Hours Usage**" means any use of HVAC services during hours other than Ordinary Business Hours.

(c) "**Base Building**" means those portions of the Subleased Premises and the Building which were in existence prior to the construction of Subtenant's Work.

(d) "**Brokers**" means, collectively, Sublandlord's Broker and Subtenant's Broker.

(e) "**Building System**" means the Project's systems, including, without limitation, its electrical, mechanical, plumbing, security, HVAC, electrical, communication, and fire and life safety systems

(f) "**Business Day**" means any day other than a Saturday, Sunday or Holiday.

(g) "**Cable**" means, collectively, electronic, phone and data cabling and related equipment that is installed by or for the benefit of Subtenant whether located in the Subleased Premises or in other portions of the Project. For the avoidance of doubt, "Cable" does not include any cabling that was not installed by or for the benefit of Subtenant, it being understood that Subtenant shall have no obligation to remove any cabling that was not installed and/or labeled by or for the benefit of Subtenant.

(h) "**Claims**" means, collectively, any and all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including reasonable attorneys' fees and other professional fees that may be imposed, incurred or asserted.

(i) "**Common Areas**" means, collectively, all areas of the Project made available by Sublandlord from time to time for the general common use or benefit of Occupants, and their employees and invitees, or the public, as such areas may exist and may be changed

from time to time. As of the Effective Date, the Common Areas include, without limitation, the fitness area on the first (1st) floor of the Building (the “**Fitness Area**”).

(j) “**Comparable Buildings**” means first class commercial office buildings located in Denver, Colorado, and that are comparable to the Building in size, type, location, quality and condition.

(k) “**Default Rate**” shall have the same meaning as set forth in the Master Lease.

(l) “**Excess Usage**” means any usage by Subtenant of electricity in the Subleased Premises, (i) in an amount in excess of Standard Electrical Capacity or (ii) for Special Equipment.

(m) “**Holidays**” means, collectively, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

(n) “**HVAC**” means heating, ventilation and air conditioning.

(o) “**Minor Alterations**” means Subtenant Alterations that (i) do not require a building permit, (ii) do not involve any of the structural elements of the Project or any Building System, (iii) do not affect the exterior appearance of the Building, and (iv) are not reasonably estimated to cost \$50,000.00 or more per Subtenant Alteration in any one instance.

(p) “**Occupant**” means Sublandlord and any tenant, subtenant or other occupant of the Project conducting business under the terms of a separate lease or sublease with Landlord or Sublandlord.

(q) “**Operational Requirements**” means the following, as the same may be amended from time to time: (i) all Applicable Laws, (ii) requirements of Sublandlord’s insurance carriers or the electricity provider for the Project, and (iii) the technical standards of the Building and the Rules and Regulations.

(r) “**Ordinary Business Hours**” means 7:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 1:00 p.m. on Saturdays, Holidays excepted.

(s) “**Project**” means, collectively, the Land and the Improvements (as those terms are defined in the Master Lease).

(t) “**Rentable Area of the Building**” means all rentable space available for lease in the Building calculated by Sublandlord’s architect. The Rentable Area of the Building on the Effective Date is 297,847 square feet. If there is a change (other than to a de minimis extent) in the aggregate Rentable Area of the Building as a result of an addition to the Building, partial destruction thereof, modification to building design, or similar circumstance which causes a reduction or increase thereto on a permanent basis, Sublandlord shall make such adjustments in the computations as shall be necessary to provide for any such change.

(u) “**Responsible Parties**” means, collectively, Subtenant’s agents, contractors, employees, customers and invitees.

(v) “**Special Equipment**” means (i) any equipment with power requirements in excess of Standard Electrical Capacity, (ii) self-contained, supplemental HVAC equipment or (iii) equipment that requires the use of self-contained, supplemental HVAC units installed and utilized by Subtenant in the Subleased Premises.

(w) “**Special Installations**” means, collectively, any Subtenant Alterations that are installed by or for the benefit of Subtenant and are, in Sublandlord’s reasonable judgment, of a nature that would require removal and repair costs that are materially in excess of the removal and repair costs associated with standard office improvements, including, without limitation, supplemental HVAC systems, floor or ceiling slab penetrations, raised or lowered floors, internal staircases or specialized wall or floor coverings.

(x) “**Standard Electrical Capacity**” means electrical service to the Subleased Premises for Subtenant’s standard office equipment (excluding Special Equipment) and overhead lighting not to exceed five (5) watts per rentable square foot of the Subleased Premises.

(y) “**Sublandlord Parties**” means, collectively, Sublandlord, Landlord, the Building’s property manager, each Lender (as defined in the Master Lease) and each of their respective officers, directors, members, managers, partners, shareholders, Affiliates, employees, agents and representatives, and each of their respective successors and assigns.

(z) “**Sublease Year**” means each calendar year in which occurs any part of the Sublease Term.

(aa) “**Subtenant Alterations**” means, collectively, all alterations, improvements, additions, installations or construction in or to any portion of the Subleased Premises or any other portion of the Project performed by or on behalf of Subtenant, including, without limitation, Subtenant’s Work (as defined in Rider 1 to this Sublease).

(bb) “**Subtenant Parties**” means, collectively, Subtenant and each of its officers, directors, members, managers, partners, shareholders, Affiliates, employees, agents and representatives, and each of their respective successors and assigns.

(cc) “**Subtenant’s Property**” means, collectively, all trade fixtures and personal property, including, without limitation, furnishings, furniture, equipment, sign faces, computers, computer related equipment on property, Cable, safes, security systems, communications equipment and other equipment for use in connection with the conduct of Subtenant’s business regardless of the manner in which they are installed. Subtenant’s Property shall be solely the property of Subtenant.

(dd) “**Subtenant’s Removable Property**” means, collectively, (i) Cable, (ii) Special Installations, (iii) Subtenant’s Property, and (iv) the Exterior Building Signage (as defined in Rider 1).

(ee) “**Transfer**” means to sublease, assign, transfer, convey, mortgage, pledge, hypothecate, or encumber this Sublease or Subtenant’s interest therein, or to otherwise permit the use or occupancy of the Subleased Premises, or any part thereof, by anyone other than Subtenant, whether by operation of law or otherwise.

1.4 Attachments. The rider, exhibits, schedules and annex set forth below shall be deemed to be a part of this Sublease and are hereby incorporated herein (collectively, “**Attachments**”):

<u>RIDER “1”</u>	—	ADDITIONAL PROVISIONS
<u>EXHIBIT “A-1”</u>	—	DEPICTION OF THE 9 TH FLOOR PREMISES
<u>EXHIBIT “A-2”</u>	—	DEPICTION OF THE 10 TH FLOOR PREMISES

<u>EXHIBIT "B-1"</u>	—	BUILDING RULES AND REGULATIONS
<u>EXHIBIT "B-2"</u>	—	CONSTRUCTION RULES AND REGULATIONS
<u>EXHIBIT "B-3"</u>	—	PARKING RULES AND REGULATIONS
<u>EXHIBIT "B-4"</u>	—	ACCESS PROTOCOLS
<u>EXHIBIT "C"</u>	—	THE APPROVED TURNKEY PLAN
<u>EXHIBIT "D"</u>	—	JANITORIAL SPECIFICATIONS
<u>SCHEDULE 11.1</u>	—	SUBTENANT'S INSURANCE
<u>ANNEX 1</u>	—	THE MASTER LEASE

2. THE SUBLEASED PREMISES; COMMON AREAS.

2.1 Grant of Sublease. In consideration of the payment of Rent (as defined below) and the keeping and performance by Subtenant of the covenants and agreements hereinafter set forth, Sublandlord hereby subleases to Subtenant, and Subtenant hereby rents from Sublandlord, the Subleased Premises.

2.2 Common Areas. Subtenant shall have, as appurtenant to the Subleased Premises, non-exclusive rights to use in common with others entitled thereto, subject to the terms and conditions of this Sublease, the Common Areas, and no other appurtenant rights or easements. The Common Areas shall be at all times subject to the exclusive control and management of Sublandlord, and Sublandlord shall have the right at any time and from time to time to establish, modify and enforce reasonable rules and regulations with respect to all the Common Areas provided the same do not materially and adversely affect Subtenant's access to and use of the Subleased Premises, Parking Garage and Fitness Area. Sublandlord shall have the right to change at any time and from time to time the area, level, location and arrangement of the Common Areas and to close all or any portion of the Common Areas to such extent as may, in Sublandlord's reasonable judgment, be legally necessary to prevent a public dedication thereof provided that all commercially reasonable steps are taken to minimize the duration of any such closure. Any changes to the Common Areas pursuant to this Section 2.2 shall not adversely affect Subtenant's access to the Subleased Premises or the rights afforded Subtenant under Sections 26 and 29 hereof.

2.3 Condition of the Subleased Premises and the Project. Subtenant acknowledges and agrees that, except as expressly provided in this Sublease, neither Sublandlord nor any agent of Sublandlord has made any representation or warranty with respect to the Subleased Premises or the Project, or with respect to the suitability of any part of the same for the conduct of Subtenant's business. Subtenant shall be conclusively deemed to have accepted the Subleased Premises "AS IS" in the condition existing on the date Subtenant first takes possession, except as otherwise expressly provided in this Sublease, and to have waived all Claims relating to the condition of the Subleased Premises and the Project. Except as expressly set forth in Section 23 of Rider 1 to this Sublease, Sublandlord shall not have any obligation to construct or install any improvements or alterations or to pay for any such construction or installation in or on the Subleased Premises or elsewhere in the Project.

2.4 Quiet Possession. Sublandlord covenants that, so long as there is no uncured Event of Default by Subtenant, Subtenant shall have the right to quiet enjoyment of the Subleased Premises without hindrance or interference from Sublandlord or those claiming by, through or under Sublandlord, and subject to the rights of Landlord and any Lender.

3. TERM.

3.1 The Sublease Term. The term of this Sublease shall be for the Sublease Term set forth in the Basic Provisions, unless sooner terminated pursuant to this Sublease. The term "Sublease Term" shall include any renewal term expressly set forth in this Sublease if the renewal option is exercised in accordance with the terms and conditions of this Sublease. In the event of any earlier termination of the Master Lease, then the Sublease Term shall terminate concurrently therewith. Notwithstanding anything in this Sublease or any of the Attachments to the contrary, in no event shall the Sublease Term extend beyond the term of the Master Lease.

3.2 Commencement Date; Expiration Date. The Sublease Term shall commence on the Commencement Date set forth in the Basic Provisions; provided, however, that in the event the Sublease Term shall commence on a day other than the first day of any calendar month, for purposes of calculating the expiration date of this Sublease (the "Expiration Date") and the timing of all scheduled increases in Base Rent during the Sublease Term, the Commencement Date shall be deemed to be the first day of the calendar month following the Commencement Date.

3.3 Commencement Date Memorandum. Subtenant shall, promptly following Sublandlord's written request, execute an acknowledgement, in a form prepared by Sublandlord and reasonably acceptable to Subtenant, acknowledging the exact Commencement Date (the "Commencement Date Memorandum"). The failure by either party, or both parties, to execute the Commencement Date Memorandum shall not affect the rights or obligations of either party hereunder. The Commencement Date Memorandum, if executed and delivered, shall be deemed to be a part of the Sublease.

4. RENT.

4.1 Covenant to Pay Rent. Subtenant agrees to pay to Sublandlord at Sublandlord's Payment Address, or to such other persons, or at such other places designated by Sublandlord, without any prior demand therefor in immediately available funds and without any deduction or offset whatsoever, all Base Rent and Additional Rent due during the Sublease Term (collectively, "Rent"). Base Rent shall be paid monthly in advance on the first day of each month, but no later than the fifth day of each month of the Sublease Term, except that the first installment of Base Rent shall be paid by Subtenant to Sublandlord on or before the Effective Date. Base Rent shall be prorated for partial months within the Sublease Term. Subtenant's covenant to pay Rent shall be independent of every other covenant in this Sublease. Subtenant shall have the right, but not the obligation, to make any payment of Rent by wire transfer, electronic funds transfer or ACH pursuant to instructions to be supplied by Sublandlord.

4.2 Default Rate; Late Charge. [Intentionally deleted].

4.3 Subtenant- or Sublease-Specific Taxes. Subtenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the Sublease Term upon any of Subtenant's income, improvements, equipment, furniture, fixtures or personal property located at the Project. In the event that any or all of Subtenant's

improvements, equipment, furniture, fixtures or personal property shall be assessed and taxed with the Project, Subtenant shall pay to Sublandlord, as Additional Rent, Subtenant's share of such taxes within thirty (30) days after delivery to Subtenant by Sublandlord of a written statement setting forth the amount of such taxes. Sublandlord shall pay all Impositions and Taxes (as such terms are defined in the Master Lease) as and when the same become due.

5. **OPERATING EXPENSES.** Subtenant shall, as Additional Rent, pay the amount of Operating Expenses set forth in the Basic Provisions. Operating Expenses shall be paid monthly in advance on the first day of each month, but no later than the fifth day of each month of the Sublease Term.

6. **USE.**

6.1 **Permitted Use.**

(a) **Permitted Use.** The Subleased Premises are to be used for the Permitted Use, and for no other purpose without the prior written consent of Sublandlord, which consent may be withheld in Sublandlord's sole and absolute discretion.

(b) **Ancillary Use.** Notwithstanding anything in this Sublease to the contrary, the following ancillary uses (collectively, "**Ancillary Uses**") are permitted in the Subleased Premises only so long as they do not, in the aggregate, occupy more than 20% of the Rentable Area of the Subleased Premises: data center, data processing and mail processing that directly and exclusively support Subtenant's business.

6.2 **Prohibited Uses.** Subtenant shall not use any portion of the Project (or permit the use or occupancy of the Subleased Premises) for any purpose or in any manner which (a) is unlawful or in violation of any Applicable Laws, (b) may be dangerous to persons or property or which may increase the cost of, or invalidate, any policy of insurance carried on the Project or covering its operations, (c) is contrary to or prohibited by the terms and conditions of this Sublease, the Master Lease or the Rules and Regulations (as defined below) or (d) would tend to create or continue a nuisance. Notwithstanding anything in this Sublease to the contrary, in no event shall all or any portion of the Subleased Premises be used for any of the following uses: retail banking; retail business; or retail mortgage lending establishment.

6.3 **Rules and Regulations.** Subtenant agrees for itself and for its Responsible Parties to comply with the rules and regulations listed on **Exhibit "B-1"** attached hereto and with all reasonable modifications and additions thereto which Sublandlord may make from time to time that are provided in writing to Subtenant and that are not in conflict with the Master Lease (collectively, the "**Rules and Regulations**"). Nothing in this Sublease shall be construed to impose upon Sublandlord any duty or obligation to enforce the Rules and Regulations or the terms, covenants or conditions of any other sublease as against any other Occupant, and Sublandlord shall not be liable to Subtenant for violation of the same by any other Occupant; likewise, nothing in this Sublease shall be construed to impose upon Subtenant any duty or obligation to comply with Rules and Regulations of which Sublandlord has not first notified Subtenant in writing. Sublandlord shall cause the Rules and Regulations to be uniformly applied to all Occupants.

6.4 **Environmental Laws.**

(a) Subtenant shall comply with all Environmental Laws (as defined in the Master Lease) pertaining to Subtenant's use of the Project and concerning the proper storage,

handling and disposal of any Hazardous Materials (as defined in the Master Lease) introduced to the Project by Subtenant or its Responsible Parties. Subtenant shall not generate, store, handle or dispose of any Hazardous Materials in, on, or about the Project without the prior written consent of Sublandlord, which may be withheld in Sublandlord's sole discretion, except that such consent shall not be required to the extent of Hazardous Materials packaged and contained in office products for consumer use in general business offices in quantities for ordinary day-to-day use provided such use does not give rise to, or pose a risk of, exposure to or release of Hazardous Materials.

(b) To the extent required by any governmental agency pursuant to Environmental Laws, Sublandlord shall, at Sublandlord's expense, remediate any Hazardous Materials located in, on or under the Building only to the extent such Hazardous Materials, (i) were in existence as of the Delivery Date or were caused or exacerbated by Sublandlord, (ii) were not caused or exacerbated by Subtenant or Subtenant's Responsible Parties and (iii) are in violation of Environmental Laws. Sublandlord's obligation to conduct remediation shall be to the extent required by Environmental Laws or voluntary cleanup requirements to obtain a No Further Action or appropriate closure. Sublandlord shall indemnify, defend and hold Subtenant harmless from and against all Claims to the extent caused by the existence, as of the Delivery Date, of any Hazardous Materials at the Land or the Building in violation of Environmental Laws.

(c) If any Hazardous Material is released, discharged or disposed of on or about the Project and such release, discharge or disposal is not caused by Subtenant or its Responsible Parties, such release, discharge or disposal shall be deemed a casualty damage under Section 13.1 below.

6.5 ADA. Sublandlord represents that the Common Areas and the Subleased Premises (including any restroom located in the Subleased Premises) are in material compliance with ADA on the Effective Date. Notwithstanding the foregoing, Sublandlord and Subtenant acknowledge and agree that (a) Sublandlord shall be responsible for ADA Title III compliance whether arising prior to or after the Commencement Date in the Common Areas, except as otherwise provided below, (b) Subtenant shall be responsible for ADA Title III compliance in the Subleased Premises (including any restroom located in the Subleased Premises), arising from and after the Delivery Date, including any leasehold improvements or other work to be performed in the Subleased Premises under or in connection with this Sublease, and (c) Sublandlord may perform, or require that Subtenant perform, and Subtenant shall be responsible for the cost of, ADA Title III "path of travel" requirements triggered by the specific nature of a Subtenant Alterations in the Subleased Premises as opposed to a requirement to rectify the "path of travel" non-compliance that previously existed but for which compliance could, under applicable law, be deferred until such time as a future alteration was performed at the Project.

6.6 Compliance with Laws. Subtenant shall, at its own cost and expense, promptly observe and comply with all Applicable Laws affecting the Subleased Premises, whether the same are in force as of the Effective Date or any in the future be passed, enacted or directed, and Subtenant shall pay all Claims that may in any manner arise out of or be imposed because of the failure of Subtenant to comply with the covenants in this Section 6.6; provided, however, Subtenant shall not be required to make any changes, additions or improvements to the structural elements of the Building or to any Building System to comply with Applicable Laws unless such required compliance arises from (a) Subtenant Alterations after the Commencement Date or (b)

Subtenant's particular use of the Subleased Premises (as distinguished from general office use) or in connection with making reasonable accommodation for a specific employee or employees. Subtenant shall provide Sublandlord, immediately upon receipt thereof, with copies of any correspondence, notice, pleading, citation, notice of noncompliance, notice of violation, indictment, complaint, order, decree or other document from any source asserting or alleging that the Subleased Premises or the Project are in violation of any Applicable Laws.

6.7 Access Protocols. The use of and access to the Subleased Premises is subject to the access protocols set forth on Exhibit "B-4" attached hereto.

7. SERVICES AND UTILITIES.

7.1 Sublandlord's General Services. Sublandlord shall, subject to the terms and conditions of this Sublease, as an Operating Expense, and in accordance with standards from time to time prevailing for first-class office buildings in the greater Denver, Colorado area:

(a) furnish water to the Building for use in lavatories and drinking fountains (and to the Subleased Premises if the tenant finish plans for the Subleased Premises so provide);

(b) furnish, during Ordinary Business Hours, such heated or cooled air to the Subleased Premises as may, in the reasonable judgment of Sublandlord, be reasonably required for the comfortable use and occupancy of the Subleased Premises so as to maintain constant temperature ranges in accordance with the current standards established by the American Society of Heating Refrigerating and Electrical Engineers (ASHRAE) and comparable to other Comparable Buildings;

(c) provide general office janitorial service for the Subleased Premises, substantially in accordance with the janitorial specifications attached hereto as Exhibit "D", on Monday through Friday, excluding Holidays;

(d) provide, during Ordinary Business Hours, passenger elevators for ingress to and egress from the Subleased Premises (one elevator shall be available at all times, except in the case of emergency or repair);

(e) cause electric current to be supplied to the Subleased Premises for all of Subtenant's Standard Electrical Usage; and

(f) permit Subtenant to access the Subleased Premises twenty-four (24) hours per day, seven (7) days a week, subject to the terms of this Sublease and such regulations as Sublandlord prescribes from time-to-time for security purposes.

7.2 Excess & After Hours Usage. Subtenant shall reimburse Sublandlord, as Additional Rent, for costs incurred by Sublandlord for Excess Usage and for After Hours Usage for the Subleased Premises. At any time during the Sublease Term, Sublandlord may, in its sole discretion, install meters or other similar devices in the Subleased Premises or the Building for the purpose of measuring the electricity or other utilities supplied to the Subleased Premises. If such meter or other device shows at any time that utilities have been supplied to the Subleased Premises for which Sublandlord may impose a charge as provided in this Section 7, then the cost of such meter or similar device and the cost of installation thereof shall be borne by Subtenant and Subtenant shall reimburse Sublandlord for such costs within thirty (30) days of receipt of Sublandlord's invoice thereof. It is understood and agreed that After Hours Usage shall be charged in one-hour increments with a minimum charge of one (1) hour. The charge for After

Hours Usage shall be the actual cost to Sublandlord, without mark-up or profit, to supply the After Hours Usage. Subtenant agrees to give Sublandlord at least twenty-four (24) hours notice prior to any After Hours Usage. Charges for After Hours Usage are currently \$182.76 per hour per floor for HVAC, which Sublandlord represents is the current cost to Sublandlord to supply HVAC After Hours, but may be adjusted from time to time by Sublandlord in the event the costs incurred by Sublandlord increase or decrease. The amount for Excess Usage & After Hours Usage shall not exceed the following amounts during the following periods:

<u>Months of the Sublease Term</u>	<u>Cap on Excess Usage and After Hours Usage Charges</u>
The Commencement Date – Month 12	\$144,300.00
Month 13 – Month 24	\$150,072.00
Month 25 – Month 36	\$156,074.88
Month 37– Month 48	\$162,317.88
Month 49 – Month 60	\$168,810.59
Month 61 – Month 72	\$175,563.01
Month 73 – Month 84	\$182,585.53
Month 85 – The Expiration Date	\$189,888.86

Sublandlord shall not be required to provide Excess Usage or After Hours Usage in excess of the amounts set forth above, unless Subtenant agrees, in writing, to pay all such excess costs.

7.3 Subtenant’s Extra Janitorial Services. If Subtenant requires janitorial services other than those provided by Sublandlord, Subtenant shall separately pay for such services monthly as Additional Rent upon billing by Sublandlord, or Subtenant shall, at Sublandlord’s option, separately contract for such services with the same company furnishing janitorial services to Sublandlord. Notwithstanding the foregoing, Subtenant shall have the right, subject to Sublandlord’s prior written consent, to employ Subtenant’s own janitors to perform such additional services. Sublandlord shall be in no way responsible to Subtenant for any loss of property from the Subleased Premises, however occurring, or for any damage done to Subtenant’s furniture or equipment by the janitor or any of the janitor’s staff, or by any other person or persons whomsoever.

7.4 Telecommunication Services. All telephone and communication connections which Subtenant may desire shall be subject to Sublandlord’s prior written approval, in Sublandlord’s reasonable discretion and not to be unreasonably withheld, conditioned, or delayed, and the location of all Cable and the work in connection therewith shall be performed by contractors approved by Sublandlord and shall be subject to the reasonable direction of Sublandlord, except that such approval is not required as to Subtenant’s telephone equipment (including Cable) within the Subleased Premises and from the Subleased Premises in a route designated by Sublandlord to any telephone cabinet or panel provided on Subtenant’s floor for Subtenant’s connection to the telephone cable serving the Building. Sublandlord shall provide

Subtenant with sufficient riser space to run its necessary cabling between floors of the Sublease Premises and to the point of connection to service to the Building. Subtenant shall be responsible for and shall pay all costs incurred in connection with the installation of Cable in the Subleased Premises, including any labeling, hook-up, access and maintenance fees related to the installation of such Cable in the Subleased Premises and the commencement of service therein, and the maintenance thereafter of such Cable. No later than the Expiration Date, Subtenant agrees to remove all Cable installed by or on behalf of Subtenant and which Sublandlord shall request Subtenant to remove.

7.5 Delays in Furnishing Services. The failure by Sublandlord to any extent to furnish, or the interruption or the termination of, utilities, telecommunication services and/or Building services identified in this Section 7, in whole or in part, resulting from adherence to Applicable Laws, wear, use, repairs, improvements, alterations or any other causes shall not render Sublandlord liable in any respect nor be construed as an actual or constructive eviction of Subtenant, nor give rise to an abatement of Rent, nor relieve Subtenant from the obligation to fulfill any covenant or agreement hereof. Notwithstanding anything to the contrary contained herein, if (a) there is an interruption of essential utility services, such as electricity, telephone/telecommunication service, fire protection or water, that is a direct result of negligence or willful misconduct of Sublandlord or its employees, agents or contractors or is otherwise within Sublandlord's reasonable control and, as a result of such interruption (each a "**Service Interruption**"), the Subleased Premises, or a material portion of the Subleased Premises, is made untenable for a period in excess of four (4) consecutive Business Days after written notice to Sublandlord regarding such Service Interruption, and (b) Subtenant is unable to, and does not, conduct its normal business operations in all or any material portion of the Subleased Premises as a result thereof, then Subtenant shall be entitled to receive an abatement of Base Rent and Operating Expenses payable hereunder during the period beginning on the first Business Day following the service failure and ending on the day the service has been restored; provided, however, that (i) the foregoing conditional abatement of Base Rent and Operating Expenses shall not apply if the Service Interruption is a result of Subtenant's breach of this Sublease or of the negligence or intentional misconduct of Subtenant or its Responsible Parties and (ii) such abatement shall be in proportion to the portion of the Subleased Premises which Subtenant is unable to use. The foregoing provisions regarding Service Interruptions shall not apply in case of damage to or destruction of the Subleased Premises, which shall be governed by Section 13.1 below.

7.6 Supplemental Air Conditioning. If Subtenant installs machines or equipment which generate heat either as a prime purpose or as an incidental effect and which affect the temperature otherwise maintained by Building Systems, or if the number of individuals using the Subleased Premises exceed the density capacity of the Building Systems, Sublandlord reserves the right to install supplementary air conditioning units in the Subleased Premises, and the costs therefor, including the costs of installation, operation and maintenance thereof, shall be paid by Subtenant as Additional Rent upon demand by Sublandlord.

7.7 Conservation Programs. Notwithstanding anything in this Sublease to the contrary, Sublandlord may institute, and Subtenant shall comply with, such policies, programs and measures as may be necessary, required, or expedient for the conservation and/or preservation of energy or energy services, or as may be necessary or required to comply with Applicable Laws. However, if such policy, program or measure is not required by Applicable

Law, Subtenant shall only be obligated to comply if the same does not increase the obligations of Subtenants hereunder or the cost of Subtenant's operations at the Subleased Premises other than to a de minimis extent.

8. ALTERATIONS; LIENS.

8.1 Alterations.

(a) Subtenant shall not make or cause to be made any Subtenant Alterations in or to the Subleased Premises or any Building System serving the Subleased Premises without the prior written consent of Sublandlord, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, Subtenant may, without Sublandlord's prior written consent, undertake Minor Alterations to the Subleased Premises so long as all other requirements of this Section 8 are satisfied. Prior to making any Subtenant Alterations, Subtenant shall give Sublandlord at least ten (10) days prior written notice (or such earlier notice as would be necessary pursuant to Applicable Laws) to permit Sublandlord sufficient time to post appropriate notices of non-responsibility. All Subtenant Alterations shall be completed at such time and in such manner as Sublandlord may from time to time designate, and only by contractors or mechanics approved by Sublandlord, which approval shall not be unreasonably withheld or delayed; provided, however, that Sublandlord may, in its sole discretion, specify the engineers and contractors to perform all work relating to any life safety Building System or any structural component of the Building (including, without limitation, the Building's roof). Subtenant shall pay the cost of all Subtenant Alterations and any work to the Project occasioned thereby. In connection with completion of any Subtenant Alterations, Subtenant shall pay Sublandlord a construction fee not to exceed two percent (2%) of the total cost of the Subtenant Alteration; provided, however, that no such fee shall be payable in connection with Subtenant's Work or any Minor Alterations. Upon completion of Subtenant Alterations, Subtenant shall furnish Sublandlord with (i) contractors' affidavits and full and final waivers of lien and receipted bills covering all labor and materials expended and used in connection therewith and such other documentation reasonably requested by Sublandlord, Landlord or any Lender and (ii) a digitized set of plans and specifications for the Subtenant Alterations.

(b) Subtenant agrees to complete all Subtenant Alterations (i) in accordance with all Applicable Laws and in accordance with the construction rules and regulations listed on Exhibit "B-2" attached hereto and with all reasonable modifications and additions thereto which Sublandlord may make from time to time (collectively, the "Construction Rules and Regulations") and (ii) in a good and workmanlike manner, free of liens or defects, and with the use of good grades of materials. In no event shall such supervision or right to supervise by Sublandlord nor shall any approvals given by Sublandlord under this Sublease constitute any warranty by Sublandlord to Subtenant of the adequacy of the design, workmanship or quality of such work or materials for Subtenant's intended use, or of compliance with the requirements of this Section 8 or impose any liability upon Sublandlord in connection with the performance of such work. Sublandlord's approval is solely given for the benefit of Sublandlord and neither Subtenant nor any third party shall have the right to rely upon Sublandlord's approval of Subtenant's plans for any purpose whatsoever.

8.2 Other Conditions. Subtenant shall furnish Sublandlord with the names and addresses of all contractors and subcontractors and copies of all contracts. Sublandlord may, in the exercise of reasonable judgment, request that Subtenant provide Sublandlord with

appropriate evidence of Subtenant's ability to complete and pay for the completion of Subtenant Alterations such as a performance bond or letter of credit. If Sublandlord authorizes persons requested by Subtenant to perform any Subtenant Alterations, then, prior to the commencement of any such work, Subtenant shall, upon request, deliver to Sublandlord certificates issued by insurance companies qualified to do business in the State of Colorado, evidencing that Workmen's Compensation, public liability insurance and property damage insurance, all in amounts, with companies and on forms reasonably satisfactory to Sublandlord, are in force and effect and maintained by all contractors and subcontractors engaged by Subtenant to perform such work. All Subtenant Alterations, repair and maintenance work shall be performed in such a manner as not to unreasonably interfere with, delay, or impose any additional expense upon Sublandlord in the maintenance or operation of the Building.

8.3 Part of the Subleased Premises. All Subtenant Alterations (whether installed by Sublandlord or Subtenant) shall, without compensation or credit to Subtenant, become part of the Subleased Premises and the property of Sublandlord at the time of their installation and shall remain in the Subleased Premises, unless Subtenant is required to remove such Subtenant Alteration pursuant to Section 15.1 below.

8.4 Mechanics' Liens. Subtenant shall pay or cause to be paid all costs for work done by Subtenant or caused to be done by Subtenant on the Project of a character which will or may result in Liens (as defined in the Master Lease) on Landlord's or Sublandlord's interest therein. Subtenant shall keep the Project free and clear of all Liens on account of work done or claimed to have been done for Subtenant or persons claiming under it.

9. MAINTENANCE AND REPAIR.

9.1 Sublandlord's Maintenance. Subject to Section 13 below, Sublandlord shall maintain and make necessary repairs to the foundations, roofs, exterior walls, and the structural elements of the Project, each Building System and those corridors, washrooms and lobbies in the Common Areas; provided, however, that (a) Sublandlord shall not be responsible for, unless necessary as a result of Sublandlord or Sublandlord Parties breach of its respective obligations hereunder, or the negligence or willful misconduct Sublandlord, Sublandlord Parties, or their respective agents, contractors or employees, the maintenance or repair of (i) any floor or wall coverings in the Subleased Premises or (ii) any Building System located within the Subleased Premises and which exclusively serves the Subleased Premises, and (b) the cost of performing any of said maintenance or repairs whether to the Subleased Premises or to the Project caused by the negligence of Subtenant or its Responsible Parties shall be paid by Subtenant

9.2 Subtenant's Maintenance. Subject to Section 13 below, Subtenant, at its expense, shall keep and maintain the Subleased Premises and all Subtenant Alterations in good order, condition and repair and in accordance with all Applicable Laws. Subtenant shall not permit waste and shall promptly and adequately repair all damages to the Subleased Premises and replace or repair all damaged or broken glass in the interior of the Subleased Premises, unless such damage results from the negligence or willful misconduct of any Sublandlord Party or its contractors. Any repairs or maintenance shall be completed with materials of similar quality to the original materials and otherwise in accordance with the terms and conditions of Section 8 above. If Subtenant fails to perform any of its obligations set forth in this Section 9.2, Sublandlord may, in its sole discretion and upon 15 days prior notice to Subtenant (except

without notice in the case of emergencies), perform the same, and Subtenant shall pay to Sublandlord any costs or expenses incurred by Sublandlord upon demand.

10. TRANSFERS.

10.1 In General.

(a) Except for a Permitted Transfer, Subtenant shall not Transfer this Sublease, the Subleased Premises or Subtenant's interest therein without Sublandlord's prior written consent, which consent shall not be unreasonably conditioned, delayed or withheld. Without limitation, Subtenant agrees that Sublandlord's consent shall not be considered unreasonably withheld if: (i) the proposed transferee's financial condition is not reasonably acceptable to Sublandlord; (ii) the proposed transferee is a governmental organization; (iii) any uncured Event of Default exists under this Sublease at the time of the request for consent; (iv) any portion of the Project would likely become subject to additional or different Laws as a consequence of the proposed Transfer; (v) the proposed transferee's use of the Subleased Premises conflicts with the Permitted Use or the Master Lease; (vi) the proposed transferee is an Occupant of the Building or a prospective Occupant of the Building (*i.e.*, Sublandlord or the prospective Occupant have exchanged letters of intent within the 180-day period preceding Subtenant's consent request) and the space which was the subject of the letter of intent is still available for lease by Sublandlord; or (vii) either the Transfer or any consideration payable to Sublandlord in connection therewith adversely affects the real estate investment trust qualification tests applicable, if at all, to Sublandlord, Landlord or any of their respective Affiliates. In no event shall Sublandlord be obligated to consider a consent to any proposed assignment of this Sublease which would assign less than the entire Subleased Premises. In the event Sublandlord wrongfully withholds its consent to any proposed Transfer, Subtenant's sole and exclusive remedy therefor shall be to seek specific performance of Sublandlord's obligations to consent to such Transfer. Any purported Transfer made without having obtained the prior written consent of Sublandlord (other than a Permitted Transfer) shall constitute an immediate Event of Default hereunder and shall, at the option of Sublandlord, be void and of no force or effect.

(b) Unless Subtenant is a corporation whose stock is publicly traded, the dissolution or direct or indirect transfer of a majority of the ownership interests in, or control (as defined in the Master Lease) of, Subtenant (however accomplished including, by way of example, the admission of new partners or members or withdrawal of existing partners or members, or transfers of interests in distributions of profits or losses of Subtenant, issuance of additional stock, redemption of stock, stock voting agreement, or change in classes of stock) shall be deemed an assignment of this Sublease regardless of whether the is made by one or more transactions, or whether one or more persons or entities hold the controlling interest prior to the Transfer or afterwards.

10.2 Recapture. If Subtenant assigns this Sublease or subleases all or substantially all of either the 1st Floor Premises or the 7th Floor Premises, Sublandlord shall have the option to exclude from the Subleased Premises covered by this Sublease ("recapture") the space proposed to be sublet or subject to the assignment, effective as of the proposed commencement date of such Transfer. If Sublandlord elects to recapture, Subtenant shall surrender possession of the space proposed to be subleased or subject to the assignment to Sublandlord on the effective date of recapture of such space from the Subleased Premises. Effective as of the date of recapture of

any portion of the Subleased Premises pursuant to this section, the Base Rent and Operating Expenses shall be adjusted accordingly. Subtenant may, within ten (10) Business Days after its receipt of a recapture notice, withdraw its request for Sublandlord's consent to the Transfer that triggered the recapture notice.

10.3 Excess Rent. If Subtenant consummates a Transfer (other than a Permitted Transfer), Subtenant shall pay to Sublandlord, as Additional Rent, fifty percent (50%) of all sums received by Subtenant in excess of the Rent payable by Subtenant hereunder which is attributable to any subletting of all or any portion of the Subleased Premises so subleased, and fifty percent (50%) of all consideration received on account of or attributable to any assignment of this Sublease, in each case net of all reasonable and documented expenses and costs incurred by Subtenant in connection with such Transfer, including, without limitation, commissions, allowances, improvement costs and other concessions provided to the sublessee or assignee.

10.4 Permitted Transfer.

(a) Permitted Transfer. Notwithstanding anything in this Section 10 to the contrary, and provided there is no uncured Event of Default under this Sublease, Subtenant shall have the right, without the prior written consent of Sublandlord, to (i) assign this Sublease to an Affiliate, to an entity created by merger, reorganization or recapitalization of or with Subtenant, or to a purchaser of all or substantially all of Subtenant's assets or (ii) sublease the Subleased Premises or any part thereof to an Affiliate (each, a "Permitted Transfer"); provided, however, that (A) such Permitted Transfer is for a valid business purpose and not to avoid any obligations under this Sublease, (B) the assignee is a reputable entity of good character and shall have, immediately after giving effect to such assignment, an aggregate tangible net worth (computed in accordance with generally accepted accounting principles and exclusive of goodwill) at least equal to the aggregate net worth (as so computed) of Subtenant immediately prior to such assignment or on the Effective Date, whichever is greater, (C) no later than fifteen (15) days prior to the effective date of the Permitted Transfer, Subtenant shall give notice to Sublandlord which notice shall include the full name and address of the assignee or subtenant, and a copy of all agreements executed between Subtenant and the assignee or subtenant with respect to the Subleased Premises or part thereof, as may be the case, (D) no later than fifteen (15) days after the effective date of the Permitted Transfer, the assignee or sublessee shall provide the documentation required pursuant to Section 10.8 below, and (E) within ten (10) days after Sublandlord's written request, provide such reasonable documents or information which Sublandlord reasonably requests for the purpose of substantiating whether or not the Permitted Transfer is to an Affiliate or is otherwise in accordance with the terms and conditions of this Section 10.4. Sublandlord shall execute a reasonably acceptable confidentiality agreement with respect to such information or documents if requested by Subtenant. Subtenant shall not have the right to perform a Permitted Transfer, if, as of the date of the effective date of the Permitted Transfer, an Event of Default is then continuing.

(b) No Recapture or Excess Rent Rights. Sublandlord acknowledges and agrees that the terms and conditions of Sections 10.2 and 10.3 above shall not apply to any Permitted Transfer.

10.5 Prohibited Transfers. Notwithstanding anything in this Sublease to the contrary, Subtenant shall not enter into any lease, sublease, license, concession or other agreement for the use, occupancy or utilization of the Subleased Premises or any portion thereof that (a) provides

for a rental or other payment for such use, occupancy or utilization based in whole or in part on the income or profits derived by any person from the property leased, subleased, used, occupied or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales), or (b) would render all or any portion of the Project a "tax-exempt use property" within the meaning of Section 168(h) of the Code (as defined in the Master Lease). Any such purported lease, sublease, license, concession or other agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use or occupancy of any part of the Subleased Premises.

10.6 Subtenant Liability. In the event of any Transfer, whether or not with Sublandlord's consent (including, without limitation, a Permitted Transfer), Subtenant shall not be released or discharged from any liability, whether past, present or future, under this Sublease, including any liability arising from the exercise of any renewal or expansion option, to the extent such exercise is expressly permitted under this Sublease on the date hereof by Sublandlord. Subtenant's liability shall remain primary, and in the event of default by any subtenant, assignee or successor of Subtenant in performance or observance of any of the covenants or conditions of this Sublease, Sublandlord may proceed directly against Subtenant without the necessity of exhausting remedies against said subtenant, assignee or successor. After any assignment, Sublandlord may consent to subsequent Transfers, or amendments or modifications of this Sublease with assignees of Subtenant, without notifying Subtenant, or any successor of Subtenant, and without obtaining its or their consent thereto, and such action shall not relieve Subtenant or any successor of Subtenant of liability under this Sublease.

10.7 Other Terms and Conditions. Whether or not Sublandlord grants consent to any Transfer, Subtenant shall pay all reasonable attorneys' fees and expenses incurred by Sublandlord with respect to such Transfer (including, without limitation, each Permitted Transfer). In addition, if Subtenant has any options to extend the Sublease Term or to add other space to the Subleased Premises, such options shall not be available to any subtenant or assignee (except an assignee that assumes this Sublease pursuant to a Permitted Transfer of the named subtenant herein), directly or indirectly without Sublandlord's express written consent, which may be withheld in Sublandlord's sole discretion.

10.8 Assumption and Attornment. If Subtenant shall assign this Sublease as permitted herein, the assignee shall expressly assume all of the obligations of Subtenant hereunder in a written instrument satisfactory to Sublandlord and furnished to Sublandlord not later than fifteen (15) days prior to the effective date of the assignment. If Subtenant shall sublease the Subleased Premises as permitted herein, Subtenant shall, at Sublandlord's option, within fifteen (15) days following any request by Sublandlord, obtain and furnish to Sublandlord the written agreement of such subtenant to the effect that the subtenant will attorn to Sublandlord and will pay all subrent directly to Sublandlord.

10.9 Sublandlord's Obligations on Assignment of Sublease. Subtenant hereby agrees, allows and permits Sublandlord to assign this Sublease without Subtenant's consent. The term "Sublandlord", as used in this Sublease, so far as covenants or obligations on the part of Sublandlord are concerned, shall be limited to mean and include only the "Sublandlord" under this Sublease at the time in question. In the event of any assignment or assignments of this Sublease by Sublandlord, the Sublandlord herein named (and in the case of any subsequent assignments, the then-assignor) shall be automatically released, from and after the date of such assignment, from all liability with respect to the performance of any covenants or obligations on

the part of Sublandlord contained in this Sublease thereafter to be performed; provided, however, that the assignee assumes, in writing, the duty to perform Sublandlord's covenants and obligations hereunder and Sublandlord transfers the Security to the assignee. Nothing herein shall be deemed to relieve Sublandlord from any claims or damages arising prior to the date of such assignment.

11. INSURANCE.

11.1 Subtenant's Insurance. Except to the extent where Subtenant is self-insured, Subtenant shall, at Subtenant's sole cost and expense, maintain in force during the Sublease Term the insurance specified on Schedule 11.1 attached hereto. All insurance provided by Subtenant hereunder shall be primary to any insurance policies held by Sublandlord or Landlord.

11.2 Form of Policies. Each policy required to be maintained pursuant to Section 11.1 shall (a) name Sublandlord, Landlord, each Lender and the Building's property manager as additional insureds (except Workers' Compensation and Employers' Liability Insurance), and (b) be issued by one or more responsible insurance companies licensed to do business in the State and shall otherwise be reasonably satisfactory to Sublandlord. Each policy of "Special Form" property insurance required to be maintained pursuant to Section 11.1 shall provide that the policy shall not be invalidated should the insured waive in writing prior to a loss, any or all rights of recovery against any other party for losses covered by such policies. Subtenant shall deliver to Sublandlord certificates of insurance of all policies and renewals thereof to be maintained by Subtenant hereunder (i) prior to the Delivery Date, (ii) not less than ten (10) Business Days prior to the expiration date of each policy, and (iii) within a reasonable time after Sublandlord's written request.

11.3 Failure to Obtain Insurance. In the event that Subtenant fails to maintain and pay for any of the insurance required by this Section 11, Sublandlord may (but without obligation to do so) procure such insurance and pay the premiums therefor, in which event Subtenant shall repay Sublandlord, as Additional Rent, all sums so paid by Sublandlord within thirty (30) days following Sublandlord's written demand to Subtenant for such payment.

11.4 Sublandlord's Insurance. Sublandlord agrees to purchase and keep in full force and effect during the Sublease Term, as an Operating Expense, the insurance that Sublandlord is required to maintain pursuant to the Master Lease.

11.5 Waiver of Subrogation. Notwithstanding anything in this Sublease to the contrary, Subtenant waives, and shall cause its insurance carrier(s) and any other party claiming through or under such carrier(s), by way of subrogation or otherwise, to waive any and all rights of recovery, Claims against all Sublandlord Parties for any loss or damage to Subtenant's business, any loss of use of the Subleased Premises, and any loss, theft or damage to Subtenant's Property (including Subtenant's automobiles or the contents thereof), **INCLUDING ALL RIGHTS (BY WAY OF SUBROGATION OR OTHERWISE) OF RECOVERY, CLAIMS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF THE NEGLIGENCE OF ANY SUBLANDLORD PARTY**, which loss or damage is (or would have been, had the insurance required by this Sublease been maintained) covered by insurance. In addition, Sublandlord shall cause its insurance carrier(s) and any other party claiming through or under such carrier(s), by way of subrogation or otherwise, to waive any and all rights of recovery, Claims against all Subtenant Parties for any loss of or damage to or loss of use of the Building, any additions or improvements to the Building, or any contents thereof, **INCLUDING ALL RIGHTS (BY WAY OF SUBROGATION OR OTHERWISE) OF RECOVERY,**

CLAIMS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF THE NEGLIGENCE OF ANY SUBTENANT PARTY, which loss or damage is (or would have been, had the insurance required by this Sublease been maintained) covered by insurance. Sublandlord and Subtenant each hereby further agree that their respective casualty insurance policies shall be endorsed or otherwise written to provide that no insurer shall hold any rights of subrogation against such other party.

12. WAIVER OF CLAIMS; INDEMNITY; LIMITATIONS ON LIABILITY.

12.1 Waiver of Claims.

(a) *By Subtenant.* Subtenant releases the Sublandlord Parties from, and waives all Claims for, damage to persons or property sustained by Subtenant or any Subtenant Parties or any other person resulting directly or indirectly from any existing or future condition, defect, matter or thing in or about the Project or any equipment or appurtenance therein, or resulting from any accident in or about the Project, or resulting directly or indirectly from any act or neglect of the Sublandlord Parties if and to the extent Subtenant has recovered proceeds of insurance policies and the insurance company has waived its right of subrogation against Sublandlord (or if Subtenant would have recovered proceeds if it had maintained the insurance that Subtenant is required to maintain pursuant to this Sublease), except to the extent caused by the gross negligence, or willful and wrongful act of any of the Sublandlord Parties. Sublandlord shall not be liable to Subtenant for any damage by or from any act or negligence of (i) any other Occupant (other than Sublandlord) or (ii) any owner or occupant of adjoining or contiguous property.

(b) *By Sublandlord.* Sublandlord releases Subtenant from, and waives all Claims for, damage to persons or property sustained by Sublandlord resulting directly or indirectly from any existing or future condition, defect, matter or thing in or about the Project or any equipment or appurtenance therein, or resulting from any accident in or about the Project, or resulting directly or indirectly from any act or neglect of Subtenant if and to the extent Sublandlord has recovered proceeds of insurance policies and the insurance company has waived its right of subrogation against Subtenant (or if Sublandlord would have recovered proceeds if it had maintained the insurance that Sublandlord is required to maintain pursuant to this Sublease), except to the extent caused by the gross negligence, or willful and wrongful act of any of the Subtenant Parties.

12.2 Indemnity.

(a) *By Subtenant.* Subtenant shall cause its contractors to indemnify, protect, defend and hold harmless the Sublandlord Parties from and against any and all Claims suffered or claimed by any third party (other than the Sublandlord Parties) to the extent arising from the undertaking by Subtenant of any Subtenant Alterations or repairs to the Project.

(b) *By Sublandlord.* Sublandlord agrees to indemnify, protect, defend and hold harmless the Subtenant Parties from and against any and all Claims suffered or claimed by any third party (other than the Subtenant Parties) to the extent arising (i) in the Common Areas, (ii) from the negligence or intentional misconduct of any of the Sublandlord Parties or their employees, agents or contractors, (iii) the conduct of Sublandlord's business at the Project or other use of the Project by Sublandlord or its Responsible Parties, or (iv) the presence of any Hazardous Materials introduced to the Project by any Sublandlord Party. In case of any action or proceeding brought against the Subtenant Parties by reason of any such Claim, upon notice from

Subtenant, Sublandlord covenants to defend such action or proceeding by counsel chosen by Subtenant, and reasonably acceptable to Sublandlord and Sublandlord's insurance company.

(c) General. This Section 12.2 (i) shall survive the expiration or earlier termination of this Sublease, (ii) shall not operate to relieve the indemnified party of liability to the extent such liability is caused by the negligence or willful and wrongful act of the indemnified party or its Responsible Parties, and (iii) is subject to and shall not diminish any waivers in effect in accordance with Sections 11.5 and 12.1 above.

12.3 Limitation on Liability. Notwithstanding anything in this Sublease to the contrary, Subtenant agrees, on its behalf and on behalf of its successors and assigns, that (a) any liability or obligation of Sublandlord in connection with this Sublease shall not exceed \$20,000,000, and (b) in no event shall any personal liability be asserted against the Sublandlord Parties (other than Sublandlord).

12.4 Waiver of Consequential Damages. Subtenant hereby waives any consequential damages, compensation or claims for inconvenience or loss of business, rents, or profits, whether or not caused by the willful and wrongful act of any of the Sublandlord Parties. Except with respect to (a) any Subtenant Alterations not overseen by Sublandlord, (b) any Hazardous Materials introduced to the Project by Subtenant or its Responsible Parties, or (c) any holdover of the Subleased Premises by Subtenant or its Responsible Parties, Sublandlord hereby waives any consequential damages, compensation or claims for inconvenience or loss of business, rents, or profits, whether or not caused by the willful and wrongful act of the Subtenant Parties; provided, however, nothing in this Section 12.4 shall limit Sublandlord's right to accelerate Rent upon the happening of an Event of Default.

12.5 The Colorado Governmental Act. Sublandlord understands and agrees that Subtenant is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S.

13. CASUALTY AND CONDEMNATION

13.1 Casualty. If any fire or other casualty (whether insured or uninsured) renders all or a substantial portion of the Subleased Premises or the Project untenable, Sublandlord shall, if and to the extent required by the Master Lease, repair and restore the Project in accordance with the terms and conditions of the Master Lease; provided, however, in no event shall Sublandlord be required to repair or restore any Subtenant Alterations or Subtenant's Property. If the Master Lease is terminated as a result of any fire or other casualty, this Sublease shall terminate contemporaneously therewith. If more than 50% of the Subleased Premises are rendered untenable or inaccessible by fire or other casualty and this Sublease is not terminated, Rent shall abate for the entire portion of the Subleased Premises not used by Subtenant whether or not such portion was actually damaged by such fire or other casualty. If 50% or less of the Subleased Premises are rendered untenable or inaccessible by fire or other casualty and this Sublease is not terminated, Rent shall abate for the portion of the Subleased Premises which is untenable or inaccessible on a per diem basis from the date of the casualty until Sublandlord has substantially completed the repair and restoration work in the Subleased Premises which is required to be performed. If more than 50% of the Subleased Premises is rendered untenable or inaccessible and it is reasonably estimated to take more than 9 months to substantially complete the repair and restoration work (including the settlement of any

insurance claims) in the Subleased Premises, Subtenant shall have the right to terminate this Sublease within 30 days following Subtenant's receipt of such estimate. In addition to the foregoing, Subtenant shall have the right to terminate this Sublease if the casualty occurs within the last 24 months of the Term and is estimated to take more than 180 days to substantially complete any repair and restoration. Subtenant acknowledges that Landlord and Sublandlord shall be entitled to the full proceeds of any insurance coverage, whether carried by Landlord, Sublandlord or Subtenant, for damages to the Subleased Premises, except for those proceeds of Subtenant's insurance on Subtenant Alterations and Subtenant's Property.

13.2 Condemnation. In the event of a Condemnation (as defined in the Master Lease) of the whole or any substantial part of the Subleased Premises or of the Project, this Sublease shall terminate as of the date title vests in such authority, and Rent shall be apportioned as of such date. Subtenant shall have the right separately to pursue against the condemning authority a separate award in respect of the loss, if any, to Subtenant Alterations paid for by Subtenant.

14. DEFAULT; REMEDIES.

14.1 Event of Default. The happening of any one or more of the following events shall constitute an "Event of Default":

(a) Subtenant shall fail to pay when due any Rent, and such default shall continue for five (5) Business Days after receipt of written notice from Sublandlord; provided, however, that Subtenant shall not be entitled to more than two (2) notices of a delinquency in a monetary obligation during any 12-month period, and if thereafter any Rent is not paid when due, an Event of Default shall be considered to have occurred even though no notice thereof is given;

(b) Subtenant shall fail to comply with its obligations under any provision of this Sublease or any other agreement between Sublandlord and Subtenant not requiring the payment of money, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Subtenant; provided, however, if such condition cannot reasonably be cured within such 30-day period, it instead shall be an Event of Default if Subtenant shall fail to commence to cure such condition within such 30-day period and shall thereafter fail to prosecute such action diligently and continuously to completion;

(c) If (i) Subtenant makes a general assignment or general arrangement for the benefit of creditors, (ii) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Subtenant and is not dismissed within sixty (60) days, (iii) a trustee or receiver is appointed to take possession of substantially all of Subtenant's assets located at the Subleased Premises or of Subtenant's interest in this Sublease and possession is not restored to Subtenant within sixty (60) days or (iv) substantially all of Subtenant's assets located at the Subleased Premises or of Subtenant's interest in this Sublease is subjected to attachment, execution or other judicial or non-judicial seizure which is not discharged within sixty (60) days;

(d) This Sublease or the estate of Subtenant hereunder shall be transferred to or shall pass to or devolve upon any other person or party in violation of Section 10 of this Sublease;

(e) Subtenant shall abandon the Subleased Premises for a period in excess of six (6) months following completion of Subtenant's Work;

(f) Subtenant fails to comply with any applicable terms and provisions of the Master Lease or causes any default under the Master Lease, however, the exercise of any rights in accordance with this Sublease shall be deemed to be permitted by the Master Lease and regardless of whether it is a default under the Master Lease, shall not be deemed a cause a default under the Master Lease for purposes of this provision; or

(g) Any event which is expressly defined as or deemed an Event of Default under this Sublease.

14.2 Sublandlord's Remedies; Mitigation.

(a) An Event of Default shall constitute a breach of this Sublease for which Sublandlord shall have the rights and remedies set forth in this Section 14.2 and all other rights and remedies set forth in this Sublease or now or hereafter allowed by Applicable Law, whether legal or equitable, and all rights and remedies of Sublandlord shall be cumulative and none shall exclude any other right or remedy. Suit or suits for the recovery of the amount of damages set forth in this Section 14.2 may be brought by Sublandlord, from time to time, at Sublandlord's election, and nothing herein shall be deemed to require Sublandlord to await the date whereon this Sublease or the Sublease Term would have expired had there been no Event of Default. Nothing contained in this Sublease shall limit or prejudice the right of Sublandlord to prove and obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or dissolution proceeding, an amount equal to the maximum allowed by any statute or rule of law governing such proceeding and in effect at the time when such damages are to be proved, whether or not such amount be greater, equal to or less than the amounts recoverable, either as damages or rent, referred to in any of the provisions of this Section 14.2.

(b) Sublandlord may, during the continuation of an Event of Default, terminate this Sublease by giving Subtenant not less than three (3) business days written notice. If Sublandlord gives such notice, this Sublease and the Sublease Term hereof as well as the right, title and interest of Subtenant under this Sublease shall wholly cease and expire in the same manner and with the same force and effect (except as to Subtenant's liability) on the date specified in such notice as if such date was the Expiration Date of the Sublease Term without the necessity of re-entry or any other act on Sublandlord's part. Upon the expiration of the period stated in Sublandlord's written notice of termination (and unless such notice provides an option to cure within such period and Subtenant cures the default within such period), Subtenant's right to possession shall terminate and this Sublease shall terminate, and Subtenant shall remain liable as hereinafter provided. Upon such termination in writing of Subtenant's right to possession, Sublandlord shall have the right, subject to Applicable Law, to re-enter the Subleased Premises and dispossess Subtenant and the legal representatives of Subtenant and all other occupants of the Subleased Premises by unlawful detainer or other summary proceedings, regain possession of the Subleased Premises and remove their property (including their trade fixtures, personal property and Subtenant's Removable Property which Subtenant is required or permitted to remove under Section 15.1), but Sublandlord shall not be obligated to effect such removal, and such property may, at Sublandlord's option, be stored elsewhere, sold or otherwise dealt with as permitted by Applicable Law, at the risk of, expense of and for the account of Subtenant, and the proceeds of any sale shall be applied pursuant to Applicable Law. Subject to Applicable Law, Sublandlord shall in no event be responsible for the value, preservation or safekeeping of any such property. Subtenant hereby waives all Claims that may be caused by the removal or storage of Subtenant's Removable Property pursuant to this Section 14.2 or Section 15.1, and Subtenant

hereby indemnifies, and agrees to defend, protect and hold harmless the Sublandlord Parties from any and all Claims arising out of or in any way related to such removal or storage. Upon such written termination of Subtenant's right to possession and this Sublease, Sublandlord shall have the right to recover damages for Subtenant's default as provided herein or by Law, including the following damages:

(i) the worth at the time of award of the unpaid Rent which had been earned at the time of termination;

(ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that could reasonably have been avoided; and

(iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term of this Sublease after the time of award exceeds the amount of such Rent loss that could be reasonably avoided.

(c) The word "Rent" as used in this Section 14.2 shall have the same meaning as the defined term Rent in this Sublease. The "worth at the time of award" of the amount referred to in clauses (i) and (ii) above is computed by allowing interest at the Default Rate. The worth at the time of award of the amount referred to in clause (iii) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%). For the purpose of determining unpaid Rent under clause (iii) above, the monthly Rent reserved in this Sublease shall be deemed to be the sum of the Base Rent and Operating Expenses last payable by Subtenant for the Sublease Year in which Sublandlord terminated this Sublease as provided hereinabove.

(d) Even if an Event of Default is continuing and/or Subtenant has abandoned the Subleased Premises, this Sublease shall continue in effect for so long as Sublandlord does not terminate Subtenant's right to possession by written notice as provided in Section 14.2(b) above, and Sublandlord may enforce all its rights and remedies under this Sublease, including the right to recover Rent as it becomes due under this Sublease. For the avoidance of doubt, Sublandlord and Subtenant acknowledge and agree that, at any time after the happening of an Event of Default and Subtenant vacates the Subleased Premises, Sublandlord may (i) in accordance with Applicable Law, take possession of the Subleased Premises without terminating this Sublease, and (ii) recover damages from Subtenant in accordance with Section 14.2(b) above, in which event Subtenant shall pay such amounts to Sublandlord monthly on the days on which the Rent would have been payable if possession had not been retaken and Sublandlord shall be entitled to receive the same from Subtenant on each such day.

(e) Subtenant hereby waives any and all rights to relief from forfeiture, redemption or reinstatement which may be granted by Applicable Law in the event of Subtenant being evicted or dispossessed for any cause or in the event of Sublandlord obtaining possession of the Subleased Premises by reason of an Event of Default or otherwise.

(f) No delay or omission in the exercise of any right or remedy of Sublandlord upon any default by Subtenant shall impair any right or remedy or be construed as a waiver. No provision of this Sublease shall be deemed waived by Sublandlord unless such waiver is in a writing signed by Sublandlord. The waiver by Sublandlord of any breach of any

provision of this Sublease shall not be deemed a waiver of any subsequent breach of the same or any other provision of this Sublease.

(g) Upon termination of Subtenant's right to possess the Subleased Premises, Sublandlord shall, only to the extent required by Law, use objectively reasonable efforts to mitigate damages by reletting the Subleased Premises. Sublandlord shall not be deemed to have failed to do so if Sublandlord refuses to lease the Subleased Premises to a prospective new tenant with respect to whom Sublandlord would be entitled to withhold its consent pursuant to Section 10 above, or who (i) is an Affiliate, parent or subsidiary of Subtenant; (ii) is not reasonably acceptable to Landlord or any Lender; (iii) requires non-market improvements to the Subleased Premises to be made at Sublandlord's expense; or (iv) is unwilling to accept commercially reasonable lease terms then proposed by Sublandlord, including: (A) leasing for a shorter or longer term than remains under this Sublease; (B) re-configuring or combining the Subleased Premises with other space, (C) taking all or only a part of the Subleased Premises; and/or (D) changing the use of the Subleased Premises. Notwithstanding Sublandlord's duty to mitigate its damages as provided herein, Sublandlord shall not be obligated (1) to give any priority to reletting Subtenant's space in connection with its leasing of space in the Project or any complex of which the Building is a part, or (2) to accept below market rental rates for the Subleased Premises or any rate that would negatively impact the market rates for the Building. To the extent that Sublandlord is required by Applicable Law to mitigate damages, Subtenant must plead and prove by clear and convincing evidence that Sublandlord failed to so mitigate in accordance with the provisions of this Section 14.2(g), and that such failure resulted in an avoidable and quantifiable detriment to Subtenant.

(h) Sublandlord Default; Subtenant's Self-Help Right.

(i) Sublandlord Default. Sublandlord shall be in default hereunder in the event Sublandlord has not begun and pursued with reasonable diligence the cure of any failure of Sublandlord to meet its obligations hereunder within thirty (30) days after the receipt by Sublandlord of written notice from Subtenant of the alleged failure to perform (each, a "Sublandlord Default"); provided, however, if such condition cannot reasonably be cured within such 30-day period, it instead shall be an Sublandlord Default if Sublandlord shall fail to commence to cure such condition within such 30-day period and shall thereafter fail to diligently prosecute such action to completion. In no event shall Subtenant have the right to terminate or rescind this Sublease as a result of Sublandlord's default as to any covenant or agreement contained in this Sublease. Subtenant hereby waives such remedies of termination and rescission and hereby agrees that Subtenant's remedies for default hereunder and for breach of any promise or inducement shall be limited to a suit for damages and/or injunction. Notwithstanding anything herein to the contrary, Subtenant shall have all rights to a suit for constructive eviction.

(ii) Subtenant's Self Help Right. If, after the expiration of the applicable notice and cure periods under Section 14(h)(i) of this Sublease, Sublandlord has failed to cure a Sublandlord Default, then Subtenant shall have the right, but shall not be required, to do such acts and expend such reasonable funds at the expense of Sublandlord as are reasonably necessary to perform such work (each, "Self-Help Work"). In the event of Self-Help Work that affect any Building Systems, the structural integrity of the Building, or the exterior appearance of the Building, Subtenant shall use only those contractors used by Sublandlord in the Building for work on the Building Systems, or its structure, and Sublandlord shall provide Subtenant (promptly upon Subtenant's request) with notice identifying such contractors and any changes to

the list of such contractors, unless Sublandlord fails to identify such contractors promptly or such contractors are unwilling or unable to perform such work or the cost of such work is not competitive, in which event Subtenant may utilize the services of any other qualified contractors which normally and regularly performs similar work on Comparable Buildings. If any Self-Help Work is taken by Subtenant pursuant to the terms of this Section 14(h)(ii), then Sublandlord shall reimburse Subtenant for Subtenant's reasonable and documented third party out-of-pocket costs and expenses (collectively, the "**Reimbursable Costs**") in taking the Self-Help Work within 30 days after receipt by Sublandlord of an invoice from Subtenant which sets forth a reasonably particularized breakdown of its costs and expenses in connection with taking the Self-Help Work on behalf of Sublandlord (the "**Repair Invoice**"); provided, however, in no event shall such Reimbursable Costs exceed \$250,000.00 per Self-Help Work. Subtenant shall provide such backup materials and access to books and records as Sublandlord shall reasonably require to verify Subtenant's actual costs of performing the Self-Help Work.

(iii) Limited Offset Right. In the event Sublandlord does not reimburse Subtenant for a properly presented Repair Invoice (subject to the maximum amount set forth above) within 30 days of receipt, then Subtenant may deduct from the future installment(s) of Base Rent next payable by Subtenant under this Sublease, the amount set forth in the Repair Invoice (the "**Offset Right**"); provided, however, Subtenant shall not be entitled to offset more than twenty-five percent (25%) of any monthly Base Rent payment. Notwithstanding the foregoing provisions of this Section 14(h) to the contrary, if Sublandlord delivers to Subtenant within 30 days after receipt of Subtenant's notice of a Sublandlord Default, a written objection to the Sublandlord Default, setting forth with reasonable particularity Sublandlord's reason for its claim that a Sublandlord Default did not occur pursuant to the terms of this Sublease or that Subtenant breached the terms of this Section 14(h) or that the charges are excessive (in which case Sublandlord shall pay the amount it contends would not have been excessive), then the dispute may be submitted to arbitration for resolution in accordance with the terms of this Lease by the American Arbitration Association (the "**AAA**") in Denver, Colorado, in accordance with the "Expedited Procedures" of the AAA's Commercial Arbitration Rules, in which case Subtenant's right to deduct such amount from Rent shall not become effective until the determination of the arbitrator(s) and then only if and to the extent that the arbitrator(s) determines that Subtenant's performance of the Self-Help Work was properly exercised. The determination of the arbitrator(s) shall be final and binding on Sublandlord and Subtenant.

(iv) Expedited Arbitration. In the event of a bona fide dispute between Sublandlord and Subtenant arising under this Section 14(h), the parties each hereby agree that upon written demand by Subtenant or Sublandlord, the parties shall resolve the dispute by referring the same to a single arbitrator according to the terms, conditions, and procedures set forth in this Section 14(h)(iv) ("**Expedited Arbitration**"). The arbitration shall take place in Denver, Colorado and be governed by the "Expedited Procedures" of the AAA's Commercial Arbitration Rules. Within 2 business days after the matter is submitted to Expedited Arbitration, AAA shall commence its procedures to select an arbitrator in accordance with its Expedited Procedures. The arbitrator shall select the date for the arbitration which shall be as soon as reasonably possible following Subtenant's or Sublandlord's demand for arbitration, it being the intent of the parties that the disputes submitted to Expedited Arbitration be resolved as quickly as possible (preferably within 10 days of a party's demand). A party's demand shall state the nature of the claim or dispute with reasonable specificity, and the parties will grant the arbitrator access to such records of the parties as are reasonably necessary for the arbitrator to make his or

her decision. The arbitrator will only be empowered to (A) determine if a Sublandlord Default occurred, (B) determine if Subtenant was entitled to perform Self-Help Work, (C) determine if any charges in a Repair Notice are excessive, and (D) determine if Subtenant's performance of Self-Help Work does result, or will result, in Reimbursable Costs in excess of \$500,000.00. Any decision rendered by the arbitrator on an issue that is not in accordance with the foregoing will be beyond the scope of authority granted to the arbitrator, and, consequently, will not be binding on either party as to that issue. Except as otherwise set forth in this Section 14(h)(iv), the award or decision rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable Law in any court having jurisdiction thereof and the arbitrator shall also have the power to determine allocation of costs between the parties of the proceedings, including without limitation, the costs of the arbitrator and any and all attorneys' fees and costs.

(v) Provisions Not Binding on Landlord or Lender. Section 14(h)(iii) and (iv) above shall not be binding on Landlord or Lender or any of their successors or assigns.

14.3 Attorneys' Fees. In the event any party brings any suit or other proceeding with respect to the subject matter or enforcement of this Sublease, each party shall pay its respective attorneys' fees, expenses and costs.

15. SURRENDER; HOLDING OVER.

15.1 Surrender. At the expiration or earlier termination of this Sublease or Subtenant's right of possession, Subtenant shall remove Subtenant's Removable Property from the Project, and quit and surrender the Subleased Premises to Sublandlord, broom clean, and in good order, condition and repair, ordinary wear and tear, casualty and damage caused by any of the Sublandlord Parties excepted. Notwithstanding the foregoing, Sublandlord may, in Sublandlord's sole discretion and at no cost to Sublandlord, require Subtenant to leave any Special Installations in the Project. Subtenant shall have no obligation to remove any portion of Subtenant's Work or any Special Installations unless Sublandlord specified that Subtenant was obligated to remove the same at the time of the granting of its consent to such alteration. If Subtenant fails to remove any of Subtenant's Removable Property (other than Special Installations which Sublandlord has designated to remain in the Subleased Premises) within five (5) days after the termination of this Sublease or of Subtenant's right to possession, Sublandlord, at Subtenant's sole cost and expense, shall be entitled (but not obligated) to remove and store Subtenant's Removable Property. Sublandlord shall not be responsible for the value, preservation or safekeeping of Subtenant's Removable Property. Subtenant shall pay Sublandlord, upon demand, the reasonable expenses and storage charges incurred for Subtenant's Removable Property. In addition, if Subtenant fails to remove Subtenant's Removable Property from the Project or storage, as the case may be, within 60 days after written notice, Sublandlord may deem all or any part of Subtenant's Removable Property to be abandoned, and title to Subtenant's Removable Property (except with respect to any Hazardous Materials) shall be deemed to be immediately vested in Sublandlord. Except for Special Installations not required by Sublandlord to be removed at the time of Sublandlord's granting of consent to the same, Subtenant's Removable Property shall be removed by Subtenant on or before the Expiration Date; provided, however, that upon Sublandlord's prior written consent (which must be requested by Subtenant at least 30 days in advance of the Expiration Date and which shall not be unreasonably withheld), Subtenant may remain in the Subleased Premises for up to five (5) days after the Expiration Date for the sole purpose of removing Subtenant's Removable Property. Subtenant's possession of the Subleased Premises for such purpose shall

be subject to all of the terms and conditions of this Sublease, including the obligation to pay Base Rent and Operating Expenses on a per diem basis at the rate in effect for the last month of the Sublease Term. In the event this Sublease is terminated prior to the Expiration Date, Subtenant's Removable Property (except for Special Installations designated by Sublandlord to remain in the Subleased Premises) shall be removed by Subtenant on or before such earlier date of termination. Subtenant shall repair damage caused by the installation or removal of Subtenant's Removable Property.

15.2 Holding Over. If Subtenant, or anyone claiming under Subtenant, shall remain in possession of the Subleased Premises or any part thereof after the expiration or prior termination of the Sublease Term (except as set forth in Section 15.1) without any agreement in writing between Sublandlord and Subtenant with respect thereto, then, prior to the acceptance of any payments for Rent or use and occupancy by Sublandlord, Subtenant shall be deemed a tenant-at-sufferance. In the event that Subtenant so holds over, Subtenant shall pay to Sublandlord, in addition to all Rent and other charges due and accrued under the Sublease prior to the date of termination, the Applicable Holdover Charge (as defined below) for each month or portion thereof that Subtenant retains possession of the Subleased Premises, or any portion thereof, after the Expiration Date (without reduction for any partial month that Subtenant retains possession). Without limiting the foregoing, if Subtenant remains in possession of the Subleased Premises or any part thereof for more than sixty (60) days after the expiration or prior termination of the Sublease Term, Subtenant shall also pay all damages sustained by Sublandlord by reason of such retention of possession. The provisions of this Section 15.2 shall not constitute a waiver by Sublandlord of any re-entry rights of Sublandlord. The "**Applicable Holdover Charge**" shall mean (a) during the first sixty (60) days that Subtenant, or anyone claiming under Subtenant, shall remain in possession of the Subleased Premises or any part thereof after the expiration or prior termination of this Sublease, 115% of the monthly Rent payable for the month immediately preceding the holding over (including increases in Operating Expenses which Sublandlord may reasonably estimate), and (b) thereafter, 125% of the monthly Rent payable for the month immediately preceding the holding over (including increases in Operating Expenses which Sublandlord may reasonably estimate).

16. ESTOPPEL CERTIFICATES. Within ten (10) Business Days after request therefor by Sublandlord, Landlord, any Lender or any prospective lender or owner, Subtenant agrees to execute an estoppel certificate certifying any information reasonably requested thereby. In the event that Subtenant fails to timely deliver an estoppel certificate within such 10-Business Day period, and such failure continues for five (5) Business Days after Sublandlord's second written request (sent subsequent to the expiration of such first 10 Business Days), then such failure shall be an Event of Default for which there shall be no cure or grace period.

17. SUBLANDLORD'S RESERVED RIGHTS.

17.1 Entry Rights. Sublandlord and its agents shall have the right to enter the Subleased Premises at all reasonable times upon reasonable prior notice (except in the event of emergency or for purposes of providing janitorial services that Sublandlord is required to perform pursuant to this Sublease, in which event no notice is required) for the purpose of (a) examining or inspecting the same, (b) supplying janitorial services and any other services to be provided by Sublandlord or Subtenant hereunder (provided however that janitorial services will be provided after normal business hours), or (c) making such alterations, repairs, improvements or additions to the Subleased Premises or to the Project as Sublandlord may deem reasonably

necessary. Sublandlord shall take all commercially reasonable steps to minimize any inconvenience to Subtenant or any disruption of Subtenant's normal business operations in connection with such entry and if reasonably requested by Subtenant, Sublandlord shall perform any work during non-business hours. If Subtenant shall not be personally present to open and permit an entry into the Subleased Premises at any time when such entry by Sublandlord is necessary or permitted hereunder, Sublandlord may enter by means of a master key, without liability to Subtenant, except for any failure to exercise due care for Subtenant's property and without affecting this Sublease. Any entry by Sublandlord shall not be construed as a manifestation by Sublandlord of an intent to terminate this Sublease.

17.2 Other Reserved Rights. Sublandlord shall have the following rights exercisable without notice to Subtenant and without liability to Subtenant for damage or injury to persons, property or business and without being deemed an eviction or disturbance of Subtenant's use or possession of the Subleased Premises or giving rise to any claim for offset or abatement of Rent: (a) To change the Building's and/or the Project's name or street address upon thirty (30) days' prior written notice to Subtenant; (b) To install, affix and maintain all signs on the exterior and/or interior of the Building and the Project provided the same do not materially interfere with the visibility of any signage of Subtenant; (c) To designate and/or approve prior to installation, all types of signs, window shades, blinds, drapes, awnings or other similar items, and all internal lighting that may be reasonably visible from the exterior of the Subleased Premises; (d) Upon reasonable notice to Subtenant, to enter and display the Subleased Premises to prospective purchasers at reasonable hours at any time during the Sublease Term and to prospective subtenants at reasonable hours during the last twelve (12) months of the Sublease Term; (e) To grant to any party the exclusive right to conduct any business or render any service in or to the Project, provided such exclusive right shall not operate to prohibit Subtenant from using the Subleased Premises for the Permitted Use; and (f) To close the Building after Ordinary Business Hours, except that Subtenant shall be entitled to admission at all times, under such regulations as Sublandlord prescribes for security purposes.

18. THE MASTER LEASE.

18.1 Subject to Master Lease. This Sublease is and shall at all times be subject and subordinate to the Master Lease, a true, correct and complete copy of which is attached hereto as **Annex 1** and incorporated herein. Subtenant acknowledges that Subtenant is familiar with all of the terms, agreements, covenants and conditions of the Master Lease. In no event shall Sublandlord enter into a termination or voluntary surrender of the Master Lease without the prior written consent of Subtenant or an amendment or modification of the Master Lease which increases the obligations of Subtenant or decreases the rights afforded Subtenant hereunder. Subtenant further agrees as follows:

(a) Sublandlord, in its relations with Subtenant hereunder, shall have all of the rights and remedies afforded to Landlord in its relations with Sublandlord as set forth in the Master Lease. Without limiting the generality of the foregoing, the consent of Sublandlord shall be required for any action of Subtenant which, pursuant to the Master Lease, would require the consent of Landlord.

(b) If Landlord breaches any of its obligations set forth in the Master Lease, Sublandlord agrees to reasonably cooperate with Subtenant, upon the written request of Subtenant and at Subtenant's sole expense, in enforcing any of such obligations and causing

Landlord to perform the same; provided, however, that Sublandlord shall not be liable to Subtenant in damages if, after reasonable diligence on the part of Sublandlord, Landlord shall fail to perform such obligations. Nothing herein shall limit Subtenant's right to sue for constructive eviction.

(c) Subtenant acknowledges that the rights granted to it under this Sublease are not in any sense greater or broader than the rights granted to Sublandlord under the Master Lease.

18.2 Provisions Not Incorporated. Notwithstanding anything to the contrary set forth herein, Subtenant shall not be deemed to have assumed nor shall it be liable for any obligation of Sublandlord under the Master Lease, including without limitation all rental obligations, obligation to pay impositions, compliance with laws or any repair or maintenance obligations. In addition, Subtenant shall have no rights nor obligations under the following parts, Sections and Exhibits of the Master Lease:

- (a) Sections 3(d), (e) and (f);
- (b) The first sentence of Section 4(a);
- (c) Sections 5(b) and (c);
- (d) The last sentence of Section 9(a);
- (e) Section 9(b);
- (f) Section 12;
- (g) Sections 14(g);
- (h) Sections 17(a) and (d);
- (i) Section 18;
- (j) Section 23(b); and

(k) Any rights of first opportunity, rights and options to extend, renew, cancel or expand the Master Lease, the Master Leased Premises or the Subleased Premises, and rights to any tenant improvement allowance, rent abatements or rent credits.

18.3 Compliance with Master Lease. Subtenant agrees that its occupancy of the Subleased Premises shall be in accordance with the terms of the Master Lease and will not suffer to be done or omit to do any act which may result in an "Event of Default" under the Master Lease, however, nothing herein shall be construed as an assumption by Subtenant of any obligations of Sublandlord, as tenant, under the Master Lease.

18.4 Consent and Review Fees. If Subtenant shall request the consent of Landlord hereunder or shall request that Landlord review any documentation in connection herewith (other than the consent of Landlord to this Sublease or any amendment hereafter executed), Subtenant shall reimburse Landlord, on demand, for all reasonable attorneys' fees and other reasonable and documented out-of-pocket costs incurred in connection with considering such request for consent and for preparing, reviewing and/or negotiating any documentation in connection therewith.

19. AUTHORITIES FOR ACTION; NOTICES.

19.1 Authorities for Action. Except as otherwise provided herein, Sublandlord may act in any matter provided for herein by and through the Project's property manager or property management company, or through any other person who may from time to time be designated by Sublandlord in writing.

19.2 Notices. All notices or demands required or permitted to be given to Subtenant or Sublandlord hereunder (each, a "**Notice**") shall be in writing, and shall be: (a) personally delivered with a written receipt of delivery; (b) sent by a nationally recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission, PDF or e-mail with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than three (3) Business Days thereafter. All Notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if a Notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this section, then the first attempted delivery shall be deemed to constitute delivery; provided, further, however, that Notices given by facsimile, PDF or e-mail shall be deemed given when received by facsimile, PDF or email, as the case may be. Each Notice shall be addressed, in each instance, to Subtenant's Notice Address and/or Sublandlord's Notice Address, as applicable, set forth in the Basic Provisions. Each party shall be entitled to change its address for Notices from time to time by delivering to the other party Notice thereof in the manner herein provided for the delivery of Notices. Telephone numbers are provided for convenience only, and oral communications shall not constitute valid notice hereunder, except where expressly indicated otherwise.

20. BROKERAGE. Subtenant and Sublandlord represent and warrant to each other that it has dealt only with Subtenant's Broker, as Subtenant's exclusive agent, and Sublandlord's Broker, as Sublandlord's exclusive agent, in the negotiation of this Sublease. Sublandlord shall make payment of the brokerage fee due to the Brokers pursuant to and in accordance with a separate agreement with the Brokers.

21. GENERAL PROVISIONS.

21.1 Financial Reports. Upon the request of Sublandlord, Subtenant shall provide an annual financial report and balance sheet (collectively, "**Financial Reports**") to Sublandlord for Subtenant's preceding fiscal year; provided, however, (a) Subtenant shall not be required to provide Financial Reports more than once per Sublease Year (except to the extent required by Landlord, any Lender or any prospective purchaser or lender of the Project) and (b) upon Subtenant's request, Sublandlord shall sign and deliver a reasonable confidentiality agreement with respect to the Financial Reports; provided, further, however, that Subtenant shall not be required to provide Financial Reports so long as (i) Subtenant is a publicly-traded company, and (ii) Subtenant is in material compliance with the financial reporting requirements from time to time established by the United States Securities and Exchanges Commission.

21.2 Examination of Records: Sublandlord agrees that any duly authorized representative of Subtenant, including the City and County of Denver Auditor, shall, until the expiration of three (3) years after the final payment under this Sublease, have access to and the

right to examine any books, documents, papers and records of Sublandlord, involving transactions related to this Sublease.

21.3 Relationship of Parties. Sublandlord and Subtenant acknowledge and agree that the relationship established between the parties pursuant to this Sublease is only that of a sublessor and a sublessee of the Subleased Premises. Neither Sublandlord nor Subtenant is, nor shall either hold itself out to be, the agent, employee, joint venturer or partner of the other party.

21.4 Governing Law; No Jury Trial; Venue; Jurisdiction. This Sublease shall be construed in accordance with the laws of the State of Colorado, without giving effect to conflict of laws principles. Each party hereto (which includes any assignee, successor, heir or personal representative of a party) shall not seek a jury trial, hereby waives trial by jury, and hereby further waives any objection to venue in the County in which the Building is located, and agrees and consents to personal jurisdiction of the courts of the State of Colorado, in any action or proceeding or counterclaim brought by any party hereto against the other on any matter whatsoever arising out of or in any way connected with this Sublease.

21.5 Severability. If any clause or provision of this Sublease is illegal, invalid or unenforceable under present or future Applicable Laws effective during the Sublease Term, then and in that event, it is the intention of the parties hereto that the remainder of this Sublease shall not be affected thereby; and it is also the intention of the parties to this Sublease that in lieu of each clause or provision of this Sublease that is illegal, invalid or unenforceable, there shall be added as a part of this Sublease a legal, valid and enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

21.6 Binding Effect. Subject to the terms of Section 10 above, all terms, conditions and covenants to be observed and performed by the parties hereto shall be applicable to and binding upon their respective heirs, administrators, executors, successors and assigns.

21.7 Headings. The headings and captions in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of this Sublease.

21.8 Entire Sublease; Amendments. This Sublease and the Attachments contain the entire agreement between Sublandlord and Subtenant concerning the transactions contemplated hereby and there are no other agreements, either oral or written, and no other representations or statements, either oral or written, on which Subtenant has relied. No amendment or modification of the Sublease shall be valid or binding unless expressed in writing and executed by Sublandlord and Subtenant.

21.9 Time is of the Essence. Time is of the essence hereof.

21.10 Authority; OFAC.

(a) Subtenant's. Subtenant, and the individual executing this Sublease on behalf of Subtenant, represents to Sublandlord that it has full power and authority to enter into, execute and deliver this Sublease.

(b) Sublandlord's. Sublandlord, and the individual executing this Sublease on behalf of Sublandlord, represents to Subtenant that it has full power and authority to enter into, execute and deliver this Sublease.

(c) OFAC. Sublandlord and Subtenant each represents and warrants to the other that the representing party and all persons and entities owning (directly or indirectly) an ownership interest in the representing party are currently in compliance with and shall at all times during the Sublease Term (including any further extensions or renewals) remain in compliance with the regulations of the Office of Foreign Assets Control (“OFAC”) of the United States Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), or other governmental action relating thereto.

21.11 Sublandlord’s Right to Perform Subtenant Duties. If Subtenant fails timely to perform any of its duties under this Sublease after receipt of written notice from Sublandlord and the passing of any applicable cure period, Sublandlord shall then have the right (but not the obligation), to perform such duty on behalf and at the expense of Subtenant without prior notice to Subtenant.

21.12 Force Majeure. Any obligation of either party hereunder, other than the obligation to pay money, which is delayed or not performed due to acts of God, strike, riot, war, weather, failure to obtain labor and materials at a reasonable cost, or any other reason beyond the reasonable control of the obligated party (collectively, “Force Majeure”), shall not constitute a default hereunder and shall be performed within a reasonable time after the end of such cause for delay or nonperformance; provided, however, in no event shall financial inability constitute Force Majeure; provided, further, however, an event of Force Majeure shall not relieve Subtenant of its obligation to make timely payments of Rent due hereunder.

21.13 No Light, Air or View Easements. Any diminution or shutting off of light, air or view by any structure which may be erected on lands of or adjacent to the Project shall in no way affect this Sublease or impose any liability on Sublandlord.

21.14 Security System. During the Sublease Term, Sublandlord shall, as an Operating Expense, provide and maintain security in the Building in accordance with standards from time to time prevailing for first-class office buildings in the greater Denver, Colorado area; provided, however, in no event shall Sublandlord be responsible for the quality of any such patrol or system which may be provided hereunder or for damage or injury to Subtenant or its Responsible parties due to the failure, action or inaction of such patrol or system.

21.15 No Recording. Subtenant shall not record this Sublease or a memorandum hereof without the prior written consent of Sublandlord. Any such unauthorized recording shall be an Event of Default for which there shall be no cure or grace period.

21.16 Survival. The waivers of claims or rights, the releases and the obligations of Sublandlord and Subtenant under this Sublease to indemnify, protect, defend and hold harmless any parties shall survive the expiration or termination of this Sublease, and so shall all other obligations or agreements which by their terms survive expiration or termination of this Sublease.

21.17 No Option. The submission of this document for examination and review does not constitute an option, an offer to sublease space in the Project or an agreement to sublease. This document shall have no binding effect on the parties unless and until executed by both Sublandlord and Subtenant and will be effective only upon Sublandlord’s execution of the same.

21.18 Counterparts. This Sublease may be executed in two or more duplicate originals. Each duplicate original shall be deemed to be an original hereof.

21.19 Effectiveness Conditions.

(a) *Effectiveness Conditions.* Notwithstanding anything in this Sublease to the contrary, the effectiveness of this Sublease is expressly conditioned on the satisfaction of each of the following conditions (collectively, the "**Effectiveness Conditions**"):

(i) Subtenant has duly executed this Sublease and delivered the same to Sublandlord;

(ii) Sublandlord has duly executed this Sublease and delivered the same to Subtenant; and

(iii) The Denver City Council has duly approved this Sublease (the "**Subtenant Condition**").

It is expressly acknowledged and agreed that in no event shall the Commencement Date be deemed to have occurred prior to the satisfaction of the Effectiveness Conditions.

(b) *Failure of Effectiveness Conditions.* If the Effectiveness Conditions have not been satisfied, or been deemed to be satisfied, on or before July 1, 2016 (the "**Contingency Deadline**"), then this Sublease shall automatically terminate (without penalty) on the Contingency Deadline, in which event this Sublease shall be of no further force or effect.

(c) *The Subtenant Condition.* Subtenant shall use commercially reasonable efforts to cause the Subtenant Condition to be satisfied on or before the Contingency Deadline. Subtenant shall promptly notify Subtenant, in writing (the "**Condition Satisfaction Notice**"), once the Subtenant Condition has been satisfied. Subtenant may waive, in writing, the Subtenant Condition.

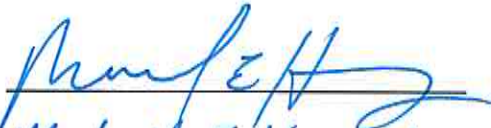
(d) *No Sublandlord's Work Prior to Satisfaction of Effectiveness Conditions.* Sublandlord shall not be required to perform any of Sublandlord's Work, nor to disburse all or any portion of the Savings (as defined in Rider 1), unless and until the Effectiveness Conditions have been satisfied, deemed satisfied or waived in writing.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this Sublease as of the Effective Date.

SUBLANDLORD:

THE DENVER POST LLC,
a Delaware limited liability company
f/k/a The Denver Newspaper Agency LLP,
a Delaware limited liability partnership

By: 
Name: Michael E. Henry
Title: SVP Finance - CFO

[Subtenant's signature page follows]

SUBTENANT:

ATTEST:

CITY AND COUNTY OF DENVER

By: _____
Debra Johnson, Clerk and Recorder,
Ex-Officio Clerk of the City and
County of Denver

By: _____
Michael B. Hancock, Mayor

Effective Date: _____

RECOMMENDED AND APPROVED:

By: _____
Brendan Hanlon, Chief Financial
Officer

APPROVED AS TO FORM:

D. Scott Martinez, Attorney
for the City and County of Denver

REGISTERED AND COUNTERSIGNED:

By: _____
Assistant City Attorney

By: _____
Timothy O'Brien, Auditor
Contract Control No. _____

SUBTENANT'S SIGNATURE PAGE

SUBLEASE AGREEMENT
101 W. COLFAX AVE.
DENVER, CO 80202
(CITY AND COUNTY OF DENVER)

RIDER 1

ADDITIONAL PROVISIONS

THIS RIDER 1 TO SUBLEASE (this "Rider 1") is attached to and made a part of that certain Sublease Agreement dated as of the Effective Date set forth therein (the "Sublease"), by and between THE DENVER POST LLC, a Delaware limited liability company f/k/a The Denver Newspaper Agency LLP, a Delaware limited liability partnership ("Sublandlord"), and the CITY AND COUNTY OF DENVER, a home rule municipal corporation of the State of Colorado ("Subtenant"), for the Subleased Premises described in the Sublease.

22. RIDER 1. Capitalized terms not defined in this Rider 1 shall have the same meaning as set forth in the Sublease. This Rider 1 forms a part of the Sublease. Should any inconsistency arise between this Rider 1 and any other provision of the Sublease as to the specific matters which are the subject of this Rider 1, the terms and conditions of this Rider 1 shall control. All of the rights, options and concessions set forth in this Rider 1 are personal to the Subtenant first named above (together with any assignee that assumes the Sublease pursuant to a Permitted Transfer, collectively, "Original Subtenant"), and may only be exercised and/or utilized by Original Subtenant (and not any assignee, sublessee or other transferee of Original Subtenant's interest in the Subtenant). All references to "Subtenant" in this Rider 1 shall mean Original Subtenant only. Time is of the essence of this Rider 1.

23. SUBLANDLORD'S WORK; SUBTENANT'S WORK; EARLY ACCESS.

23.1 Sublandlord's Work.

(a) Approved Turnkey Plan; Sublandlord's Work. The Subleased Premises (both the 1st Floor Premises and the 7th Floor Premises) shall be improved by Sublandlord in accordance with the approved space plans attached to the Sublease as Exhibit "C" (the "Approved Turnkey Plan") and incorporated herein. Except as otherwise set forth in this Section 23.1, all work and materials specifically identified on the Approved Turnkey Plan shall be at Sublandlord's cost and shall be referred to as "Sublandlord's Work."

(b) Sublandlord's Maximum Contribution; Savings. Notwithstanding anything in the Sublease to the contrary, in no event shall Sublandlord be obligated to expend, pay or otherwise make disbursements necessary to complete Sublandlord's Work in a total amount which exceeds \$350,000 ("Sublandlord's Maximum Contribution"). If Sublandlord's Maximum Contribution exceeds the actual cost of Sublandlord's Work (such amount, if any, "Savings"), then, upon completion of Subtenant's Work, the Savings shall be disbursed to Subtenant.

(c) Above-Standard Work. All work and materials required to complete Sublandlord's Work that is not specifically identified on the Approved Turnkey Plan or in excess of Landlord's Maximum Contribution shall be at Subtenant's cost and shall be referred to as "Above-Standard Work." If Subtenant makes any modifications or changes to the Approved Turnkey Plan, then all resulting costs and expenses shall be Subtenant's and shall be paid promptly by Subtenant upon receipt of billing therefor. All costs for Above-Standard Work shall be promptly paid to Sublandlord by Subtenant from time to time as work progresses upon Subtenant's receipt of a written invoice accompanied by a supporting statement from

Sublandlord. In the event that Subtenant fails to make any payment for Above-Standard Work within 30 days after Sublandlord's written demand, Sublandlord shall have the right, without liability to Subtenant, to cease Sublandlord's Work on the Subleased Premises until such payment is made.

(d) Building Standard. Sublandlord's Work shall be done with such minor variations as Sublandlord may deem advisable, so long as such variations will not materially interfere with the permitted use of the Subleased Premises. In order to insure the consistent quality and appearance of the Building, the style, color and items to be used in the construction and installation of Sublandlord's Work shall be made in Sublandlord's sole discretion.

(e) Substantial Completion; Substantially Complete. "**Substantial Completion**" or "**Substantially Complete**" means that Sublandlord's Work has been completed in accordance with the Approved Turnkey Plan, subject only to punch list items, as evidenced by the certificate of substantial completion of Sublandlord's architect or contractor.

23.2 Subtenant's Work.

(a) Subtenant's Work. Subtenant shall, at Subtenant's sole cost and expense, perform all work required to complete the Subleased Premises to a finished condition ready to open for Subtenant's business (collectively, "**Subtenant's Work**"). Subtenant's Work shall be performed in a good and workmanlike manner, free of Liens or defects and in accordance with the terms and conditions of the Sublease. Subtenant's Work shall constitute Subtenant Alterations and shall be designed and constructed in accordance with the terms and conditions of Section 8 of the Sublease. Subtenant covenants and agrees to pursue the completion of Subtenant's Work, in a commercially reasonable manner.

(b) Warranty. Each of Subtenant's contractors and subcontractors shall guarantee to Subtenant and for the benefit of Sublandlord that the portion of Subtenant's Work for which it is responsible shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of completion thereof. Each of Subtenant's contractors and subcontractors shall be responsible for the replacement or repair, without additional charge, of all work done or furnished in accordance with its contract that shall become defective within one (1) year after the completion of the work performed by such contractor or subcontractors. The correction of such work shall include, without additional charge, all additional expenses and damages incurred in connection with such removal or replacement of all or any part of Subtenant's Work, and/or the Building and/or the Common Areas that may be damaged or disturbed thereby. All such warranties or guarantees as to materials or workmanship of or with respect to Subtenant's Work shall be contained in the contract or subcontract and shall be written such that such guarantees or warranties shall inure to the benefit of both Sublandlord and Subtenant, as their respective interests may appear, and can be directly enforced by either. Subtenant covenants to give to Sublandlord any assignment or other assurances which may be necessary to effect such right of direct enforcement.

23.3 Early Access. Subject to the terms and conditions of this Section 23.3, Subtenant shall have the right to enter and occupy the Subleased Premises from the Early Access Date (as defined below) until the Commencement Date (the "**Early Access Period**") solely for purposes of designing, constructing and installing Subtenant's Work (but not to operate Subtenant's business), and such early entry for such purposes shall not trigger the Commencement Date. The "**Early Access Date**" means the date that is 14 days prior to the Commencement Date, as

reasonably estimated by Sublandlord. Subtenant agrees that (a) any entry by Subtenant during the Early Access Period shall be at Subtenant's sole risk, (b) Subtenant shall not unreasonably interfere with Sublandlord or other Occupants, (c) Subtenant shall comply with and be bound by all provisions of the Sublease during the Early Access Period, and (d) prior to entry upon the Subleased Premises by Subtenant, Subtenant agrees to pay for and provide to Sublandlord certificates evidencing the existence and amounts of liability insurance carried by Subtenant, which coverage must comply with the provisions of the Sublease relating to insurance.

23.4 Limitations. Sublandlord shall have no obligation to perform any of Sublandlord's Work, nor any obligation to disburse all or any portion of the Savings, so long as an Event of Default by Subtenant is continuing under the Sublease (after the expiration of any applicable notice and cure periods).

24. ABATED RENT; APPLICABLE RSF FACTOR.

24.1 The Full Premises Abated Rent Period. Subtenant's obligation to pay Base Rent and Operating Expenses for the Subleased Premises shall be abated during the period commencing as of the Commencement Date and ending on and including the last day of the second (2nd) month of the initial Sublease Term (the "**Full Premises Abated Rent Period**").

24.2 The First Reduced RSF Period. Subtenant's obligation to pay Base Rent and Operating Expenses for 17,162 rentable square feet of the Subleased Premises shall be abated during the period commencing as of the first (1st) day of the third (3rd) month of the Sublease Term and ending on and including the last day of the twelfth (12th) month of the Sublease Term (the "**First Reduced RSF Period**"). During the First Reduced RSF Period, (a) the Rentable Area of the Subleased Premises shall, solely for purposes of determining Base Rent and Operating Expenses payable under the Sublease, exclude 17,162 rentable square feet of the Subleased Premises, and (b) the Applicable RSF Factor shall be as set forth in Section 1.1(f) of the Sublease

24.3 The Second Reduced RSF Period. Subtenant's obligation to pay Base Rent and Operating Expenses for 8,581 rentable square feet of the Subleased Premises shall be abated during the period commencing as of the first (1st) day of the thirteenth (13th) month of the Sublease Term and ending on and including the last day of the eighteenth (18th) month of the Sublease Term (the "**Second Reduced RSF Period**"). During the Second Reduced RSF Period, (a) the Rentable Area of the Subleased Premises shall, solely for purposes of determining Base Rent and Operating Expenses payable under the Sublease, exclude 8,581 rentable square feet of the Subleased Premises, and (b) the Applicable RSF Factor shall be as set forth in Section 1.1(f) of the Sublease.

24.4 In General. The Full Premises Abated Rent Period, the First Reduced RSF Period and the Second Reduced RSF Period are each referred to herein, as applicable, as an "**Applicable Abated Rent Period**." The abatement of Base Rent and Operating Expenses set forth in this Section 24 shall apply to Base Rent and Operating Expenses payable under the Sublease during the Applicable Abated Rent Period. The abatement of Base Rent and Operating Expenses set forth in this Section 24 is expressly conditioned on there not being an uncured Event of Default. Accordingly, if there is an Event of Default at any time during the Sublease Term and such breach is not cured within the applicable cure period, then (a) the amount of Rent which would otherwise have been due and payable during the portion of the Applicable Abated Rent Period during such uncured Event of Default (based upon an Applicable RSF Factor equal

to 45,505) shall become due and payable by Subtenant as Additional Rent, and (b) until such Event of Default has been fully cured by Subtenant (if at all), the abatement of Base Rent and Operating Expenses set forth in this Section 24 shall be of no force or effect and the Applicable RSF shall equal 45,505.

25. USE OF THE FITNESS AREA.

25.1 The Fitness Area. So long as the Fitness Area exists and is in operation in the Building, Subtenant and its employees shall have the non-exclusive right, subject to the terms and conditions of the Sublease and this Rider 1, to use the Fitness Area in common with other Occupants. Subtenant hereby waives and forever releases the Sublandlord Parties from any and all Claims arising directly or indirectly from Subtenant's or its Responsible Parties' use of the Fitness Area other than Claims arising due to the gross negligence or willful misconduct of Sublandlord or Sublandlord Parties. Subtenant shall require that each Responsible Party that desires to use, access or otherwise utilize the Fitness Area, sign and deliver, as a condition to such Responsible Party's use of the Fitness Area, a waiver and release on Sublandlord's then-current form (each, a "Waiver"). In the event Subtenant fails to provide and have any Responsible Party execute a Waiver, Subtenant shall indemnify, defend and hold the Sublandlord Parties harmless from and against any and all Claims arising out of any Claims or other causes of action asserted by a Responsible Party (or its successors, assigns and/or personal representatives) related to or arising out of the use of the Fitness Area, other than Claims arising as a result of the gross negligence or willful misconduct of Sublandlord or any Sublandlord Parties.

25.2 Rules. Subtenant's and its Responsible Parties' use of the Fitness Area shall be subject to the Rules and Regulations and such other reasonable rules and regulations as Sublandlord may impose from time to time.

26. AUDITORIUM RIGHTS. An auditorium is, as of the Effective Date, located on the first (1st) floor of the Building (the "Auditorium"). The Auditorium is not part of the Common Areas.

26.1 Grant of Right. Subject to the terms and conditions of this Section 26, and so long as an Event of Default is not continuing under the Sublease, Subtenant shall have the right, for so long as the Auditorium is in existence, to use the Auditorium during Ordinary Business Hours, unless another party has made a reservation therefor.

26.2 Reservation Process. In order to use the Auditorium, Subtenant must reserve use of the Auditorium on not less than three (3) days prior written notice to Sublandlord, unless another party (including Sublandlord) has previously made a reservation therefor; provided, however, Subtenant shall not be entitled to reserve more than forty-eight (48) events per calendar year on a non-cumulative basis, without Sublandlord's prior written consent.

26.3 Cleanliness of the Auditorium. Subtenant shall, immediately after such event has concluded, at Subtenant's sole cost and expense, place all trash and debris in and around the Auditorium that was generated by Subtenant's use in the trash cans provided. Subtenant shall not be obligated to provide any janitorial services. Janitorial services shall be provided by Sublandlord.

27. SIGNAGE RIGHTS; ROOF RIGHTS.

27.1 Directory Board and Suite-Entry Signage.

(a) Directory Board Signage. Sublandlord shall, at Sublandlord's sole cost and expense, install a Building directory board (the "**Directory Board**") in the lobby of the Building. Subtenant shall be entitled to have its name located on two (2) lines of the Directory Board ("**Subtenant's Directory Board Signage**"). The Directory Board may be static or electronic.

(b) Suite-Entry Signage. Sublandlord shall, at Sublandlord's sole cost and expense, install suite-entry signage at or around the entrance to the Sublandlord Premises, or in the common area elevator lobby of the floor on which the Subleased Premises are located ("**Subtenant's Suite-Entry Signage**").

(c) Building Standard. In order to insure the consistent quality and appearance of the Building, the style, color and items to be used in the construction and installation of Subtenant's Directory Board Signage and Subtenant's Suite-Entry Signage shall be made in Sublandlord's sole and reasonable discretion.

(d) Revisions. Any necessary revision to Subtenant's Directory Board Signage or Subtenant's Suite-Entry Signage will be made by Sublandlord, at Subtenant's sole cost and expense, within a reasonable time after written notice from Subtenant of the change making the revision necessary.

27.2 Signage Rights; Roof Rights..

(a) Signage License. If, and only if, Operational Requirements permit exterior building signage, then, subject to the terms and conditions of this Section 27.2, Sublandlord grants to Subtenant a non-exclusive license (the "**Signage License**"), for the Sublease Term, for the purpose of operating, maintaining and repairing one (1) sign bearing Subtenant's name or logo (the "**Signage**") on a portion of the exterior door of the 1st Floor Premises.

(b) The Roof-Top License. Subject to the terms and conditions of this Section 27.2, Sublandlord grants to Subtenant a non-exclusive license (the "**Roof-Top License**"), for the Sublease Term, for the purpose of operating, maintaining, repairing and placing up to two (2) satellites, microwave receiving or transmitting dishes, or cellular booster equipment (the "**Roof-Top Equipment**") for the sole use of Subtenant, on the roof of the Building. The monthly fee for the Roof-Top License shall be \$100 per month per diameter foot of the Roof-Top Equipment, as the case may be, and shall be payable as Additional Rent.

(c) Subtenant's License Property: The License Area. The Signage and the Roof-Top Equipment are referred to herein, collectively, as "**Subtenant's License Property.**" The portions of the Project upon which Subtenant's License Property is or will be located is referred to herein, collectively, as the "**License Area.**" Sublandlord makes no representations or warranties with respect to the License Areas, and Sublandlord shall have no liability of any kind or nature arising from or related to Subtenant's License Property. Subtenant accepts the License Area in its "AS IS" condition.

(d) Location and Design. The actual location, size and design of Subtenant's License Property shall be subject to (i) Operational Requirements and (ii) Sublandlord's prior written approval, which approval shall not be unreasonably conditioned, delayed or withheld. Subtenant agrees that Sublandlord may require certain aesthetic specifications concerning the appearance of Subtenant's License Property. Without limiting the foregoing, Sublandlord may,

as condition to Sublandlord's approval of all or any portion of the Roof-Top Equipment, require that Subtenant install, at Subtenant's sole cost and expense, screens, fences, walls or other screening devices to visually screen the Roof-Top Equipment. Sublandlord's approval of Subtenant's License Property will not constitute a representation by Sublandlord that Subtenant's License Property complies with any Operational Requirements.

(e) Restrictions on Penetrations; No Illumination. Notwithstanding anything in this Rider 1 to the contrary, in no event may (i) Subtenant's Signage or the installation thereof penetrate the Building's roof, a roof's membrane, nor any marble or other specialty stone located in or on the Project, or (ii) the Signage be illuminated.

(f) Installation. Installation of Subtenant's License Property shall be performed (i) at the sole cost of Subtenant, (ii) by a contractor reasonably approved by Sublandlord (provided, however, if any portion of Subtenant's License Property is to penetrate the Building's roof, the roof membrane or any specialty stone or building material, then all such penetrations shall be made, at Subtenant's expense, by Sublandlord's designated contractor(s)), and (iii) as Subtenant Alteration in accordance with Section 8 of the Sublease.

(g) Permits and Operational Requirements. Prior to commencing the installation of Subtenant's License Property, Subtenant shall, at Subtenant's sole cost and expense, obtain each and every permit required in connection with Subtenant's License Property, including, without limitation, approvals required by Operational Requirements. Sublandlord shall, at no cost to Sublandlord, use reasonable efforts to assist Subtenant in obtaining the necessary permits and approvals. Sublandlord makes no representations or warranties with respect to zoning or any other Operational Requirements.

(h) Operation and Repair of Subtenant's License Property. Subtenant shall, at Subtenant's sole cost and expense, (i) cause Subtenant's License Property and the installation, maintenance, operation, and removal of Subtenant's License Property to comply with the Operational Requirements, (ii) maintain Subtenant's License Property in a good and safe condition, and in such a manner so as not to conflict or interfere with the use of other facilities installed in the Project, and (iii) repair all damage to Subtenant's License Property.

(i) Alterations. Subtenant shall not make any alterations, improvements or additions to Subtenant's License Property without the prior written consent of Sublandlord, which consent shall not be unreasonably withheld, conditioned or delayed, provided Subtenant's maintenance and repair of the Roof-Top Equipment in the ordinary course shall not require the prior written consent of Sublandlord.

(j) Indemnities; Insurance. The License Area will be considered to be part of the Subleased Premises solely for the purposes of any indemnity, waiver, or obligation to defend contained in the Sublease or of any insurance policy carried by Subtenant. However, in no event shall Subtenant be liable for any damage or claims resulting from the negligence or willful misconduct of Sublandlord's Parties. Subtenant shall insure the Signage in accordance with the Sublease.

28. PARKING RIGHTS.

28.1 The Parking Spaces. During the Sublease Term, Subtenant's employees (each, a "**Subtenant Employee**") shall be entitled to utilize, for parking at the Prevailing Rates (as defined below), 91 parking spaces (collectively, the "**Parking Spaces**") in the Project's parking

garage (the "**Parking Garage**"), in accordance with and subject to the terms of the Sublease (including, without limitation, this **Section 28**). Subtenant may allocate up to twenty percent (20%) of such Parking Spaces as reserved parking spaces (collectively, the "**Reserved Parking Spaces**") by providing at least thirty (30) days' prior written notice to Sublandlord of any such allocation or change in allocation of such Parking Spaces. Except for the Reserved Parking Spaces, the Parking Spaces shall be unassigned, unreserved parking spaces (collectively, the "**Unreserved Parking Spaces**") and may include a mix of "**Single Parking Spaces**" and "**Tandem Parking Spaces**".

28.2 Prevailing Rates. The "**Prevailing Rates**" mean base rates being charged from time to time by Sublandlord or the Parking Garage's parking operator (the "**Parking Operator**") to other subtenants for similar parking rights without consideration of any discounts. As of the Effective Date, the Prevailing Rates are \$245.00 per month per Reserved Parking Space, and \$205.00 per month per Unreserved Parking Space. Each Subtenant Employee that uses a Parking Space shall be (a) required to enter into any parking agreement required by Sublandlord or the Parking Operator, and (b) responsible for paying the Prevailing Rates for such Parking Space.

28.3 General. The locations and type of parking shall be designated by Sublandlord or the Parking Operator from time to time. Subtenant acknowledges and agrees that (a) the Tandem Parking Spaces require bumper-to-bumper, stacked parking that may not be practical for in-and-out parking, (b) use of each Tandem Parking Space may require coordination with the contiguous Tandem Parking Space and (c) Subtenant shall be solely responsible for any coordination required in order to utilize the Tandem Parking Spaces as desired. Subtenant agrees for itself and for its Responsible Parties to comply with the parking rules and regulations listed on **Exhibit "B-3"** attached to the Sublease and with all reasonable modifications and additions thereto which Sublandlord or the Parking Operator may make from time to time provided the same do not decrease the rights or increase the obligations of Subtenant (collectively, the "**Parking Rules and Regulations**"). Sublandlord shall cause the Parking Rules and Regulations to be enforced uniformly against all occupants of the Project. If from time to time Subtenant requests and Sublandlord agrees to mark any of the Parking Spaces as reserved for Subtenant's use, Sublandlord shall have no obligation for unauthorized use of such reserved spaces, nor shall Sublandlord be required to police or patrol such spaces. All of the parking payments and charges provided in the Sublease and under the Parking Rules and Regulations shall be collectable as Additional Rent under the Sublease.

28.4 Additional Parking. If and only if Sublandlord determines that additional spaces are available from time to time, Subtenant shall have the right to use such spaces at the Prevailing Rates on a month-to-month basis.

29. RENEWAL OPTION.

29.1 Grant of Option. Subject to the terms and conditions of this **Rider 1**, Subtenant shall have one (1) option to renew the Sublease Term (the "**Renewal Option**") for a term expiring on September 29, 2029 (the "**Renewal Term**"). There shall be no additional renewal terms beyond the Renewal Term set forth herein. In order to exercise the Renewal Option, Subtenant give Sublandlord written notice (the "**Option Exercise Notice**") of its election to do so no later than twelve (12) months, and no earlier than eighteen (18) months, prior to the expiration of the then-current Sublease Term. If Subtenant fails to timely deliver the Option

Exercise Notice in strict accordance with this **Rider 1** and the notice provisions of the Sublease, then Subtenant shall be deemed to have waived its extension rights, as aforesaid, and Subtenant shall have no further right to renew the Sublease.

29.2 Terms and Conditions of Option. The Renewal Term shall be on all the terms and conditions of the Sublease, except that Sublandlord shall have no additional obligation for free rent, leasehold improvements or for any other tenant inducements for the Renewal Term (except to the extent the same would be granted to a tenant paying the Market Rent) and Base Rent shall be adjusted to the "Market Rent" as defined in Section 29.3 below.

29.3 Market Rent. "**Market Rent**" means the annual amount per square foot that a willing subtenant would pay and a willing sublandlord would accept in arm's length bona fide negotiations, for a renewal lease of premises of like quality on the same terms and conditions, taking into account all concessions being offered in the market (provided Sublandlord is offering the same concessions and incentives to Subtenant during the Renewal Term) in a building of like quality and location for the specified period of time, as determined by Sublandlord in good faith and upon comparable lease transactions.

29.4 "Baseball" Arbitration. Within thirty (30) days following Sublandlord's receipt of Subtenant's Option Exercise Notice, Sublandlord shall initially deliver to Subtenant a designation of Market Rent ("**Sublandlord's Market Rent Designation**") and Sublandlord shall furnish data in support of such designation. Within thirty (30) days after receipt of Sublandlord's Market Rent Designation, Subtenant shall elect, in writing, either (1) to accept Sublandlord's Designation (an "**Acceptance Notice**"), (2) to withdraw the exercise of its option to renew (a "**Withdrawal Notice**") or (3) to submit the determination of market rent to "baseball" arbitration in accordance with subsections (b) through (f) below (the "**Arbitration Notice**"). Subtenant's failure to timely deliver either an Acceptance Notice, a Withdrawal Notice or an Arbitration Notice shall be deemed Subtenant's irrevocable revocation and rescission of its exercise of this option to extend, and, thereafter, Subtenant shall have no further right to renew the Sublease Term. Upon the timely giving of an Acceptance Notice or an Arbitration Notice, the Sublease Term shall be deemed extended without the need for further act or deed of either party. Following Subtenant's delivery of an Arbitration Notice, Sublandlord and Subtenant shall attempt to agree upon such Market Rent using their good faith efforts. If Sublandlord and Subtenant fail to reach agreement within fifteen (15) days following Subtenant's delivery of an Arbitration Notice ("**Outside Agreement Date**"), then each party shall place in a separate sealed envelope their final proposal as to Market Rent and such determination shall be submitted to "baseball" arbitration in accordance with subsections (b) through (f) below.

(a) In the event that Sublandlord fails to timely generate the initial written notice of Sublandlord's Market Rent Designation which triggers the negotiation period of this Section, then Subtenant may commence such negotiations by providing the initial Market Rent notice, in which event Sublandlord shall have fifteen (15) days ("**Sublandlord's Review Period**") after receipt of Subtenant's notice of the proposed Market Rent within which to accept such proposal. In the event Sublandlord fails to accept in writing such Market Rent proposed by Subtenant, then such proposal shall be deemed rejected, and Sublandlord and Subtenant shall attempt in good faith to agree upon Market Rent using good faith efforts. If Sublandlord and Subtenant fail to reach agreement within fifteen (15) days following Sublandlord's Review Period (which shall be, in such event, the "Outside Agreement Date" in lieu of the above definition of such date), then each party shall place in a separate sealed envelope their final

proposal as to the Market Rent and such determination shall be submitted to arbitration in accordance with subsections (b) through (f) below.

(b) Sublandlord and Subtenant shall meet with each other within five (5) Business Days after the Outside Agreement Date and exchange the sealed envelopes and then open such envelopes in each other's presence. If Sublandlord and Subtenant do not mutually agree upon the Market Rent within one (1) Business Day after the exchange and opening of envelopes, then, within ten (10) Business Days after the exchange and opening of envelopes, Sublandlord and Subtenant shall agree upon and jointly appoint a single arbitrator who shall by profession be a real estate broker who shall have been active over the 10-year period ending on the date of such appointment in the leasing of office projects in and around Denver, Colorado. Neither Sublandlord nor Subtenant shall consult with such arbitrator as to his or her opinion as to Market Rent prior to the appointment. The determination of the arbitrator shall be limited solely to the issue of whether Sublandlord's or Subtenant's submitted Market Rent is the closest to the actual Market Rent as determined by the arbitrator, taking into account the requirements of this Section. Such arbitrator may hold such hearings and require such briefs as the arbitrator, in his or her sole discretion, determines is necessary. In addition, Sublandlord or Subtenant may submit to the arbitrator, with a copy to the other party, within five (5) Business Days after the appointment of the arbitrator any market data and additional information that such party deems relevant to the determination of the Market Rent ("MR Data") and the other party may submit a reply in writing within five (5) Business Days after receipt of such MR Data.

(c) The arbitrator shall, within thirty (30) days after his or her appointment, reach a decision as to whether the parties shall use Sublandlord's or Subtenant's submitted Market Rent, and shall notify Sublandlord and Subtenant of such determination.

(d) The decision of the arbitrator shall be binding upon Sublandlord and Subtenant.

(e) If Sublandlord and Subtenant fail to agree upon and appoint an arbitrator, then the appointment of the arbitrator shall be made by the Presiding Judge of the Denver County District Court, or, if he or she refuses to act, by any judge having jurisdiction over the parties.

(f) The cost of arbitration shall be paid by Sublandlord and Subtenant equally.

29.5 Limitations; Termination of Option to Renew. Subtenant shall not have the right to renew the Sublease for any amount of space less than the entire Subleased Premises hereunder. In the event of any assignment or sublease of the Sublease by Subtenant (other than a Permitted Transfer), the option to renew shall be extinguished. The renewal option granted herein shall terminate as to the entire Subleased Premises upon the failure by Subtenant to timely exercise its option to renew at the times and in the manner set forth in this **Rider 1**. Subtenant shall not have the option to renew, as provided in this **Rider 1**, if, as of the date of the Option Exercise Notice, or as of the scheduled commencement date of the Renewal Term, (a) an Event of Default is continuing or (b) Sublandlord has given more than two (2) notices of default for nonpayment of monetary obligations in the 12-month period immediately preceding the delivery of Subtenant's notice of its exercise of the renewal option.

29.6 Self-Operative; Amendment to Sublease. Notwithstanding the fact that, upon Subtenant's delivery of an Acceptance Notice or an Arbitration Notice, the renewal of the Sublease Term shall be self executing, Sublandlord and Subtenant shall, promptly following

Subtenant's delivery of an Acceptance Notice or an Arbitration Notice, execute one or more amendments to the Sublease reflecting such additional term.

30. RIGHT OF FIRST OFFER.

30.1 Grant of Right of First Offer. Subject to the terms and conditions of this Rider 1, Sublandlord hereby grants to Subtenant a continuing right of first offer (the "**Right of First Offer**") to lease all space on the eighth (8th) floor of the Building (the "**First Offer Space**"). Notwithstanding the foregoing, the Right of First Offer: (i) shall commence only following the expiration or earlier termination of the initial lease (or leases, as the case may be) of the First Offer Space, regardless of whether any such lease is executed prior to or after the date of the Sublease, including the expiration of any renewal, extension or expansion rights set forth in any such lease, regardless of whether such renewal, extension or expansion rights are executed strictly in accordance with their terms, or pursuant to a lease amendment or a new lease; (ii) shall be subject and subordinate to the rights granted to any other third party prior to the Effective Date (the "**Superior Right Holder**") to lease such First Offer Space; and (iii) shall be subject and subordinate to each Intervening Lease (as defined below). Subtenant's Right of First Offer shall be on the terms and conditions set forth in this Rider 1.

30.2 Procedure for Offer. Sublandlord shall notify Subtenant (the "**First Offer Notice**") when the First Offer Space or any portion thereof becomes available for lease to third parties. Pursuant to such First Offer Notice, Sublandlord shall offer to lease to Subtenant the then-available First Offer Space. The First Offer Notice shall describe the space so offered to Subtenant and shall set forth Sublandlord's proposed economic terms and conditions upon which Sublandlord is willing to lease such space to Subtenant (collectively, the "**Economic Terms**").

30.3 Procedure for Acceptance. If Subtenant wishes to exercise Subtenant's Right of First Offer with respect to the space described in the First Offer Notice, then within five (5) Business Days of delivery of the First Offer Notice to Subtenant, Subtenant shall deliver notice to Sublandlord of Subtenant's intention to exercise its Right of First Offer with respect to the entire space described in the First Offer Notice on the Economic Terms. Subtenant must elect to exercise its Right of First Offer, if at all, with respect to all of the space offered by Sublandlord to Subtenant in the First Offer Notice. Subtenant may not elect to lease only a portion of the space offered in the First Offer Notice, even if the space described in the First Offer Notice comprises an area larger than the First Offer Space or an area that does not comprise the entire First Offer Space. If Subtenant does not so notify Sublandlord within the 5-Business Day period, then Sublandlord shall be free from time to time to lease and/or re-lease all or any portion of the First Offer Space offered to Subtenant in the First Offer Notice (each, the "**Applicable First Offer Space**") to anyone whom Sublandlord desires on any terms Sublandlord desires (any lease of such space to a third party shall be referred to herein as an "**Intervening Lease**").

30.4 Other Terms and Conditions. Except as otherwise expressly set forth in the First Offer Notice or this Section 30, Subtenant shall take the First Offer Space in its "AS IS" condition, and Sublandlord shall have no obligation for free rent, leasehold improvements or for any other tenant inducements for the First Offer Space. Except as otherwise expressly set forth in the First Offer Notice or this Section 30, the term of the Lease for the applicable portion of the First Offer Space, and Subtenant's obligation to pay Rent for such First Offer Space, shall commence upon the date of delivery of the First Offer Space to Subtenant and shall terminate on the Expiration Date.

30.5 Limitations. Subtenant shall not have the right to lease the First Offer Space, if, as of the date of the attempted exercise of any right of first offer by Subtenant, or as of the scheduled date of delivery of such First Offer Space to Subtenant, (a) an Event of Default is continuing or (b) Sublandlord has given more than two (2) notices of default in any 12-month period for nonpayment of monetary obligations.

30.6 Termination of Right of First Offer. The Right of First Offer granted herein shall terminate as to the Applicable First Offer Space upon the failure by Subtenant to timely exercise its right of first offer with respect to the entire portion of the Applicable First Offer Space as offered by Sublandlord in the applicable First Offer Notice. Notwithstanding anything in this **Rider 1** to the contrary, in the event the Right of First Offer has terminated as to the Applicable First Offer Space because of Subtenant's non-exercise of its rights in accordance with this **Rider 1**, Subtenant's Right of First Offer shall be reinstated with respect to the Applicable First Offer Space if (i) Sublandlord has not consummated an Intervening Lease for such space within 365 days after Sublandlord's delivery of the First Offer Notice, or (ii) during the Term, the Intervening Lease of such Applicable First Offer Space expires or terminates. The Right of First Offer shall automatically terminate and be of no further force or effect in the event of any assignment of the Sublease (other than a Permitted Transfer).

30.7 Amendment to Sublease. If Tenant timely exercises Tenant's right to lease the First Offer Space as set forth herein, Landlord and Tenant shall, within fifteen (15) days after Tenant's exercise thereof, execute an amendment to the Lease for such First Offer Space upon the terms and conditions as set forth in the First Offer Notice and this **Rider 1**.

31. NON-APPROPRIATION EVENT; LIMITED CANCELLATION OPTION.

31.1 Non-Appropriation Event. It is understood and agreed that the Sublease is dependent upon the continuing availability of funds beyond the term of Subtenant's current fiscal period ending upon the next succeeding June 30, as financial obligations of Subtenant payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. Further, the parties recognize that the act of appropriation is a legislative act, and Subtenant hereby covenants to take such action as is necessary under Applicable Laws applicable to Subtenant to timely and properly budget for, request of and seek and pursue appropriation of funds of the City and County of Denver that will permit Subtenant to make all payments required under the Sublease during the period to which such appropriation shall apply. For purposes of this **Section 31**, a "**Non-Appropriation Event**" shall mean adoption of the budget and appropriation resolutions which do not appropriate sufficient funds to enable Subtenant to make Base Rent and Additional Rent payments required under the Sublease for Subtenant's applicable fiscal year. Notwithstanding anything to the contrary herein, it is understood and agreed that any payment obligation of the Subtenant herein, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Sublease, encumbered for the purpose of this Sublease and paid into the Treasury of the City and County of Denver. Sublandlord acknowledges that (i) Subtenant does not by this Sublease, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Sublease is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of Subtenant.

31.2 Grant of Option. If, and only if, a Non-Appropriation Event occurs, Subtenant shall have the right (the "**Limited Cancellation Option**"), subject to the terms and conditions of this Section 31, to terminate the Sublease as of the Cancellation Date (as defined below).

31.3 Subtenant's Cancellation Notice. In order to exercise the Limited Cancellation Option, Subtenant must give Sublandlord prior written notice ("**Subtenant's Cancellation Notice**") of Subtenant's election to cancel the Sublease within fourteen (14) days after the happening of the Non-Appropriation Event (the "**Cancellation Exercise Deadline**"). The election shall be irrevocable. Time is of the essence of this Section 31.

31.4 Cancellation Date. Subtenant may cancel the Sublease only as of June 30 immediately following the Non-Appropriation Event (the "**Cancellation Date**").

31.5 Cancellation Fee. On or before sixty (60) days prior to the Cancellation Date, Subtenant shall pay Sublandlord, in good and immediately available funds, the Cancellation Fee (as defined below). The "**Cancellation Fee**" is an amount equal to the sum of (a) the unamortized portion of Sublandlord's Transaction Costs (as defined below) *plus* (b) two (2) months of Base Rent and Operating Expenses for the Subleased Premises (based on the amount of Base Rent and Operating Expenses payable during the 2-month period commencing on the Cancellation Date). For purposes of calculating the Cancellation Fee, Sublandlord's Transaction Costs, together with interest at seven percent (7%) per annum, shall be amortized in 84 equal monthly amounts commencing as of the Commencement Date and the unamortized portion thereof will be calculated as of the Cancellation Date. As used herein, "**Sublandlord's Transaction Costs**" shall mean, collectively, (i) the Subtenant Allowance, (ii) the commissions actually paid to the Brokers in connection with the Sublease and any subsequent amendment to the Sublease, and (iii) all Rent abated during the each Applicable Abated Rent Period (based upon the monthly Rent that would have been payable if the Applicable RSF were 45,505 throughout the Sublease Term). Sublandlord shall (A) within sixty (60) days after Subtenant's written demand (but in no event earlier than the Commencement Date), deliver to Subtenant the total amount of Sublandlord's Transaction Costs, and (B) within thirty (30) days after Subtenant's written demand (but in no event earlier than thirty (30) days prior to the Cancellation Exercise Deadline), deliver to Subtenant the estimated amount of Operating Expenses payable during the 2-month period commencing on the Cancellation Date.

31.6 Sublandlord's Rejection Rights. Sublandlord may reject Subtenant's election to cancel the Sublease if (a) an Event of Default has occurred and not been cured at the time of Subtenant's Cancellation Notice or on the Cancellation Date, or (b) Subtenant has failed to pay the Cancellation Fee at the time and in the manner set forth in Section 31.3 above.

31.7 Subtenant's Cure Obligation. If Sublandlord does not reject Subtenant's election to cancel the Sublease, Subtenant shall cure any Event of Default under the Sublease that exists on or before the Cancellation Date.

31.8 Surrender on Cancellation Date. On or prior to the Cancellation Date, Subtenant shall surrender possession of the Premises to Sublandlord in accordance with the provisions of the Sublease, as if the Cancellation Date were the Expiration Date.

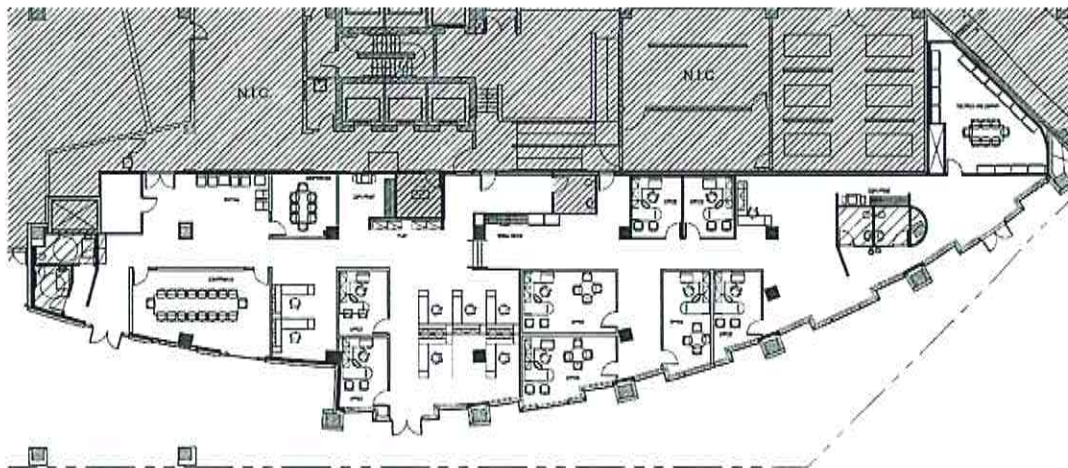
31.9 Termination. The Limited Cancellation Option shall automatically terminate and be of no further or effect in the event of any assignment of the Sublease (other than a Permitted Transfer).

32. **SUBLANDLORD'S REPRESENTATIONS.** Sublandlord represents and warrants to Subtenant, that, as of the Effective Date, (a) the Master Lease is in full force and effect, (b) Sublandlord has neither given to, nor received from, Landlord any written notice that any material default currently exists under the Master Lease and, to Sublandlord's Actual Knowledge, there are no claims, defenses or offsets that the Landlord has against the enforcement of the Master Lease by Sublandlord, (c) all rent and payment obligations that are due and payable to the Landlord under the Master Lease have been paid by the Sublandlord, (d) to Sublandlord's Actual Knowledge, the Subleased Premises do not contain asbestos or other Hazardous Materials that would constitute a violation of applicable Environmental Laws or Applicable Law, (e) Sublandlord has not received any written notice from a governmental agency of any uncured violations of any Applicable Laws (including Environmental Laws) affecting the Project, and (f) the Designated Representative (as defined below) is the person who would receive notice from other principals, agents or employees of Sublandlord or from other persons or entities of any of the matters described in the representations and warranties in this Section 32. For purposes of the Sublease, the phrase "**Sublandlord's Actual Knowledge**" shall mean the current, actual, personal knowledge of Michael E. Henry (the "**Designated Representative**"), Sublandlord's Chief Financial Officer, without investigation and without imputation of any other person's knowledge. The fact that reference is made to the personal knowledge of named individuals shall not render such individuals personally liable for any breach of any of the foregoing representations and warranties.

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EXHIBIT "A-1"

DEPICTION OF THE 1ST FLOOR PREMISES



IA INTERIOR ARCHITECTS

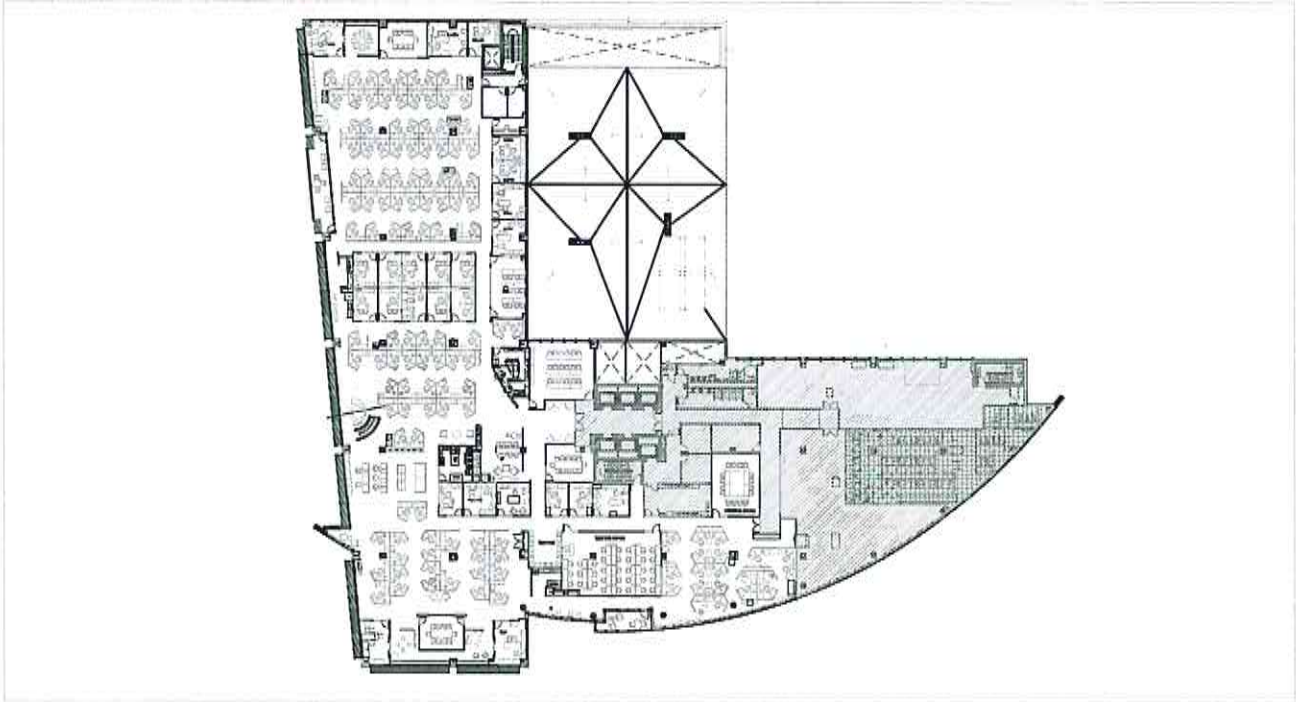
101 COLFAX
TEST FIT OPT 2
03/01/16

FIRST FLOOR

[NOTE – Any furnishings depicted on this plan are for illustration purposes only and are not included as part of the Subleased Premises]

EXHIBIT "A-2"

DEPICTION OF THE 7TH FLOOR PREMISES



IA INTERIOR
ARCHITECTS
D E N V E R
1750 13th Street, Suite 1000
Denver, CO 80202
Tel: 303.733.1111

Project Name: 101 cdlfa - 7TH FLOOR TEST FIT
Job Number: 1504P0.0607.000
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Refer To Drawing:
Issue:
Date: 02.16.2016
Scale: N.T.S.
Drawing: **TF-7.0**

[NOTE – Any furnishings depicted on this plan are for illustration purposes only and are not included as part of the Subleased Premises]

EXHIBIT "B-1"

BUILDING RULES AND REGULATIONS

This Exhibit sets forth the Rules and Regulations for the Project in effect as of the Effective Date, and forms a part of the Sublease. Capitalized terms not defined in the Rules and Regulations shall have the same meaning as set forth in the Sublease. In the event of a conflict between the Rules and Regulations and the Sublease, the terms of the Sublease shall control.

1. The sidewalks, doorways, vestibules, halls, corridors, stairways, elevators and other similar areas of the Project shall not be obstructed by Subtenant, or its Responsible Parties, or used for any purpose other than ingress and egress to and from the Subleased Premises. No rubbish, litter, trash, or material shall be placed, emptied, or thrown in those areas. At no time shall Subtenant permit Subtenant's Responsible Parties to loiter in the Common Areas or elsewhere in or about the Project.
2. Plumbing fixtures and appliances shall be used only for the purpose for which they were designed, and no sweepings, rubbish, rags or other unsuitable material shall be disposed of or placed in the such fixtures or appliances.
3. Except as expressly set forth in the Sublease (if at all), no signs, advertisements, or notices shall be painted or affixed to windows, doors or other parts of the Project, except those of such color, size, style and in such places as are first approved in writing by Sublandlord.
4. Subtenant shall not place any locks(s) on any door in the Subleased Premises or elsewhere in the Project without providing Sublandlord with a set of keys for each lock or access codes, as the case may be, and Sublandlord shall have the right at all times to retain and use keys or other access codes or devices to all locks within and into the Subleased Premises if Sublandlord's access is permitted under the Sublease. A reasonable number of keys to the locks on the entry doors in the Subleased Premises shall be furnished by Sublandlord to Subtenant on or before the Delivery Date at Subtenant's cost and Subtenant shall not make any duplicate keys. All keys shall be returned to Sublandlord at the expiration or early termination of the Sublease.
5. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Subtenant of merchandise or materials requiring the use of elevators, stairways, lobby areas or loading dock areas, shall be restricted to hours reasonably designated by Sublandlord. Subtenant shall obtain Sublandlord's prior approval by providing a detailed listing of the activity, which approval shall not be unreasonably withheld. If approved by Sublandlord, the activity shall be under the supervision of Sublandlord and performed in the manner required by Sublandlord, including, without limitation, in accordance with the supplemental rules attached to these Rules and Regulations. Subtenant shall assume all risk for damage to articles moved and injury to any persons resulting from the activity. If equipment, property, or personnel of Sublandlord or of any other party is damaged or injured as a result of or in connection with the activity, Subtenant shall be solely liable for any resulting damage, loss, or injury.
6. Sublandlord shall have the right to approve the weight, size and location of heavy equipment or articles in and about the Subleased Premises, which approval shall not be unreasonably withheld. Damage to the Project by the installation, maintenance, operation, existence or removal of Subtenant's Property shall be repaired at Subtenant's sole expense.
7. Corridor doors, when not in use, shall be kept closed.

8. Subtenant shall not: (a) make or permit any improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other Occupants; (b) solicit business or distribute or cause to be distributed, in any portion of the Building, handbills, promotional materials or other advertising; or (c) conduct or permit other activities in the Building that might, in Sublandlord's sole opinion, constitute a nuisance.
9. No animals, except those assisting handicapped persons, shall be brought into the Building or kept in or about the Subleased Premises.
10. No inflammable, explosive or dangerous fluids or substances shall be used or kept by Subtenant in the Subleased Premises or elsewhere on or about the Project, except for those substances as are typically found in similar premises used for general office purposes and are being used by Subtenant in a safe manner and in accordance with all Applicable Laws. Subtenant shall comply with all Applicable Laws pertaining to and governing the use of these materials by Subtenant.
11. Subtenant shall not use or permit any part of the Subleased Premises to be used for lodging, sleeping or for any illegal purpose.
12. Subtenant shall not take any action which would violate Sublandlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute or interfere with Sublandlord's or any other Occupant's business or with the rights and privileges of any person lawfully in the Building ("**Labor Disruption**"). Subtenant shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of Sublandlord, immediately terminate any work on the Subleased Premises that gave rise to the Labor Disruption, until Sublandlord gives its written consent for the work to resume. Subtenant shall have no claim for damages against the Sublandlord Parties nor shall the Commencement Date of the Sublease Term be extended as a result of the above actions.
13. Subtenant shall not install, operate or maintain in the Subleased Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Sublandlord. Subtenant shall not furnish cooling or heating to the Subleased Premises, including, without limitation, the use of electric or gas heating devices, without Sublandlord's prior written consent.
14. Subtenant shall not operate or permit to be operated a coin- or token-operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices or machines for sale of beverages, foods, candy, cigarettes or other goods), except for machines for the exclusive use of Subtenant's employees and invitees.
15. Bicycles and other vehicles are not permitted inside the Building or on the walkways outside the Building, except in areas designated by Sublandlord. The Project includes one or more bicycle storage areas (collectively, the "**Bicycle Storage Areas**"). So long as the Bicycle Storage Areas exist and are in operation in the Building, Subtenant and its employees shall have the non-exclusive right, on a first come first served basis, and subject to the terms and conditions of the Sublease, to use the Bicycle Storage Areas in common with other Occupants.
16. Subtenant and its Responsible Parties shall comply with any systems and procedures adopted by Sublandlord from time to time for the security and safety of the Project and its Occupants, including, without limitation, systems and procedures relating to access to, and use of, the Project.

17. No smoking is permitted in any portion of the Project, including, without limitation, the Subleased Premises or any of the Common Areas. Sublandlord shall have the right to designate the Project (including the Subleased Premises) as a non-smoking building.

18. Subtenant shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Subleased Premises while they are exposed to the direct rays of the sun.

19. Deliveries to and from the Subleased Premises shall be made only at the times, in the areas, and through the entrances and exits reasonably designated by Sublandlord. Subtenant shall not make deliveries to or from the Subleased Premises in a manner that might interfere with the use by any other Occupant, or any use that is inconsistent with good business practice.

20. The work of cleaning personnel shall not be hindered by Subtenant after 5:30 p.m., and cleaning work may be done at any time the offices are vacant. Windows, doors and fixtures may be cleaned at any time. Subtenant shall provide adequate waste and rubbish receptacles to prevent unreasonable hardship to the cleaning service.

21. Subtenant shall carry out Subtenant's permitted repair, maintenance, alterations, and improvements in the Subleased Premises only during times agreed to in advance by Sublandlord and in a manner which will not interfere with the rights of other tenants in the building.

22. Canvassing, soliciting, and peddling in or about the Building is prohibited. Subtenant shall cooperate and use its best efforts to do the same.

23. Subtenant shall not tamper with or attempt to adjust temperature control thermostats in the Subleased Premises (if any).

24. Subtenant shall comply with all necessary requirements for access and lighting control of the Subleased Premises, which includes supplying Sublandlord in writing with the name(s) of person(s) to be contacted in connection with after-hours access to, and lighting of, the Subleased Premises ("**Authorized Contacts**"). Only Subtenant's Authorized Contacts can authorize the Building's management and security staff to permit after hours entry to, and lighting of, the Subleased Premises.

25. Subtenant and its Responsible Parties shall use ordinary care to safeguard their belongings by locking the Subleased Premises when not in use and during times other than Ordinary Business Hours, by locking their automobiles, and by taking reasonable precautions with respect to items such as handbags, wallets and other valuables.

[Deliveries/Moving/Loading Dock Rules on following page]

DELIVERIES / MOVING/ LOADING DOCK RULES

Delivery Instructions

Most deliveries should be arranged to come through the building loading dock. Normal, day-to-day deliveries of office supplies, documents, etc. do not need to be scheduled with the management office. Larger deliveries of furniture, large quantities of boxes, or other loads that are larger than a dolly-load should be scheduled in advance through the building management office.

All deliveries must be made via the freight elevator. Deliveries to your office are to be made from the loading dock between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. All other arrangements must be made through the management office and requires written authorization 24-hours prior to the anticipated delivery. All delivery drivers are required to sign in and leave picture identification with the dock master or security personnel. Verbal tenant approval is required prior to the dock master or security personnel issuing an access card to the driver, pre-programmed for exclusive access to the specific floor specified by the tenant. Delivery drivers will be responsible for the transportation from the dock to tenant offices and for notifying tenants of delivery, if necessary. Building personnel will not be able to accept any deliveries for your office.

Appropriate floor and wall protection should be put in place whenever heavy or large deliveries that could cause wall or floor damage are made. Such protection is the responsibility of the receiving tenant.

Move-In/Out Instructions

The freight elevator must transport all furniture, equipment, etc. Prior arrangements must be made through the building management office for exclusive use of the freight elevator after-hours. Transportation of large quantities of items is not permitted during normal business hours (M-F 8:00 a.m. to 4:00 p.m.) In order for your move to go as smoothly as possible, please observe the following policies:

1. Contact the building management office at least three weeks in advance of scheduling a move-in or move-out **(303/954-3330)**.
2. Provide the name of the moving company and proof of adequate insurance coverage.
3. Provide a tenant contact person and a moving company contact and phone numbers.
4. Tenant and/or moving company is responsible for removal of all trash and leaving the freight elevator/dock in a clean condition.
5. Protection of elevator jambs, doors, building corners, all floors and walls is mandatory and the responsibility of the tenant/company.

Please see the attached sheet on Loading Dock Rules and Information. If further information is needed, please contact the management office **(303-954-3330)**

Loading Dock Rules & Information

Semi-trucks will not fit in the dock.

1. **Access to the dock is alley entry from Cleveland.**
2. All engines must be turned off immediately when vehicle has pulled into the designated bay.
3. Keys must be in vehicles left unattended
4. Dock bays are not for long-term parking, and vehicles should be left in bays no longer than 30 minutes unless the management office has given prior approval.
6. Unauthorized vehicles and vehicles that exceed time limits in bays may be ticketed and/or towed.
7. No parking is allowed in front of the trash compactors.
8. Any damage to the dock doors, dock facilities, or other vehicles should be promptly reported to management and is the responsibility of the damaging party.
9. Requests for overnight parking of trucks or vehicles with special requirements should be directed to the property management office for prior approval and arrangements.
10. The use of the loading dock facilities is at the risk of the user. The building assumes no responsibility for damages to vehicles or equipment while in the loading dock area.

Freight Elevator

The freight elevator serves all floors of the building and should be used for all deliveries and furniture and any items that are being transported by wheeled dolly or cart. The freight elevator may not be reserved during normal business hours; however, advance reservations should be made through the building management office, subject to availability. The freight elevator will not be locked off for exclusive use without prior arrangements through the building management office.

The freight elevator dimensions are:

<u>Cab Dimensions</u>	<u>Door Opening Dimensions</u>
5'4" deep	4' wide
6'10" wide	8' tall
10'0" high	

Weight Capacity - 4,000 lbs.

Insurance Requirements

All contractors performing work in, on, or on behalf of the property, its Landlord or Tenants shall be subject to the following minimum insurance requirements –

- General Liability - \$1,000,000 per location aggregate
- Excess Liability Coverage - \$10,000,000 minimum combined single limit covering both Bodily Injury and Property Damage
- Automobile Liability - \$1,000,000 combined single limit
- Employers Liability - \$1,000,000 minimum amount
- Workman's Comp in statutory amounts

Such contractors will provide, prior to commencement of work on the property, an appropriate certificate of insurance to Tenant, The Denver Post, L.L.C., and Cushman & Wakefield of Colorado, Inc. listed as the additional insureds with Cushman & Wakefield of Colorado, Inc. as the certificate holder. Maintenance of current certificates on file with the building management office will be the sole responsibility of the contractor.

If further information is needed, please contact the management office.

Cushman & Wakefield of Colorado, Inc.

101 W Colfax Ave #106

Denver, CO 80202

303-954-3330 (direct)

303-954-3334 (FAX)

CONTACTS:

Property Manager – (303) 954-3331

Property Mgmt Admin. Asst. – (303) 954-3330

Chief Engineer – (303) 961-3350

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EXHIBIT "B-2"

CONSTRUCTION RULES AND REGULATIONS

THE DENVER POST, LLC

c/o Cushman & Wakefield
101 W. Colfax, #106
Denver, CO 80202
303-954-3330
303-954-3334 (Fax)

CONTACTS

Property Manager – (303) 954-3331
Chief Engineer – (303) 961-3350
Administrative Assistant – (303) 954-3330
Security Desk – 303-954-3333

RULES

All general contractors, subcontractors, supplies, vendors, etc. shall be immediately advised of the following rules concerning their proper conduct within the building. It is the general contractor's responsibility to ensure that their subcontractors read and understand these rules and regulations. Ignorance of these rules is neither a waiver of liability nor responsibility.

1. Contractor will perform all work according to Denver City codes and will acquire a permit from the City and County of Denver when required.
2. Contractor must provide the management office with a list of after hours/emergency contact names and phone numbers for 24-hour notification during the length of the construction job.
3. Contractor must inform the management office in writing of construction start and completion dates. Provide the management office with a construction schedule and a list of subcontractors, contact names and phones numbers.
4. Contractors and their subcontractors must have current Certificates of Insurance with **The Denver Post, LLC and Cushman & Wakefield of Colorado, Inc. listed as additional insureds** on file in the management office prior to commencement of any work. Maintenance of current certificates on file with the building management office will be the sole responsibility of the contractor.
5. **Insurance Requirements:** All contractors performing work in, on, or on behalf of the property, its Landlord, or Tenants shall be subject to the following minimum insurance requirements –
 - General Liability - \$1,000,000 per location aggregate

- Excess Liability Coverage - \$10,000,000 minimum combined single limit covering both Bodily Injury and Property Damage
 - Automobile Liability - \$1,000,000 combined single limit
 - Employers Liability - \$1,000,000 minimum amount
 - Workman's Comp in statutory amounts
6. All work of the contractor must be conducted within the confines of government health and safety standards. Any injury accidents requiring medical attention must be reported to the Security Desk.
 7. Contractor **must** have a minimum 10 lb ABC fire extinguisher on the construction site at all times.
 8. All flammable, combustible and toxic materials are to be stored in approved containers supplied by the contractor at all times. No gasoline-powered devices will be permitted within the building. All equipment will be electrically operated. All hazardous materials must be removed by the Contractor according to the EPA and OSHA guidelines upon completion of the project.
 9. No one shall be allowed to endanger the building or its occupants in any manner whatsoever. Contractor shall immediately correct any hazardous conditions. If contractor fails to correct the hazardous condition, Cushman & Wakefield reserves the right to correct the situation at contractor's expense.
 10. Access to any construction job site is restricted to the general contractor and their subcontractors. All **unauthorized** persons will be asked to leave the job site.
 11. **Deliveries:** Large deliveries must be arranged in advance through the property management office (303-954-3330) before 8:00 am, after 5:00 pm, or on weekends. All deliveries will be received in the loading dock area unless otherwise specified by the property management office. All loading dock rules must be strictly adhered to, and delivery vehicles will not be allowed to remain in the dock area after unloading. The dock entrance is off of Cleveland Street. Press the air phone by the pedestrian door for admittance by security. There is a height restriction of 13 feet.
 12. Unattended vehicles left in the loading dock between 7:00 am and 6:00 pm, Monday through Friday, for a period of more than 30 minutes will be subject to towing.
 13. **Dumpster:** A construction dumpster is **not** provided in the dock area. The individual contractors are responsible for removal of trash from the job site. If a dumpster is required, the individual contractor is responsible for scheduling the delivery of a dumpster to the dock area. The location and delivery of roll-off dumpsters for construction debris must be coordinated in advance through the property management office. Contractors will be responsible for maintaining a clean area around such dumpsters for the duration of the project.

14. **Freight elevator:** Access to the office tower is **strictly** limited to use of the freight elevator and includes, but is not limited to, delivery and removal of materials and equipment. The freight elevator cab is 6' 10" wide, 5' 4" deep, and 10' high and has a capacity of 4,000 pounds. The elevator door opening is 4' wide and 8' high. Freight elevator use may be reserved in advance through the property management office; however, other deliveries and delivery personnel must be accommodated. Under no circumstances may the passenger elevators be used for the transport of construction materials.
15. Any activity that would adversely affect the business of tenants (core or hammer drilling, fumes, or any system shutdowns) must be conducted during non-building hours and must be coordinated in advance with the management office for after hours access clearances.
16. Proper floor, wall, door frame and other protections are expected to be provided and maintained for large deliveries of materials, for entrances to construction areas, and common areas located between the freight elevator and construction areas. Construction paths across common areas and/or lobbies must be kept clean at all times and such cleaning will be the responsibility of construction contractor. Proper dust control measures must be used and maintained at all times.
17. Any work affecting the **fire and life safety systems** must be coordinated at least 24 hours in advance through the property management office. The management office **must** be contacted prior to doing fire alarm or sprinkler work. The Building Engineer on duty will be contacted for authorization to bypass alarm systems. Smoke detection devices must be bagged for the duration of any work that may create dusty conditions that could set off an alarm. Detection devices will be un-bagged and rendered 100% operational at the conclusion of each workday and over weekends. Any modifications or additions to the fire system must be checked with the building fire system contractor and acceptance of such work will be subject to their approval.
18. Building return air shafts (and Fan Powered Boxes, where applicable) must be protected under dusty conditions by the use of a suitable filter media. Installation and removal of such media should be coordinated through the property management office.
19. Painting, varnishing, and any processes that involve petroleum or solvent-based chemicals may not be performed during normal working hours. Latex or water-based processes may be reviewed on a case by case basis for applications during normal working hours.
20. Core drilling X-rays must be performed before 7:00 am, after 7:00 pm, or on weekends and should be coordinated in advance through the property management office. Certain types of demolition and the use of powder-actuated tools should be coordinated through the management office to minimize conflicts with other tenants in adjacent spaces or floors.
21. After-hours access to tenant spaces or secure floors will require written authorization from the tenant before access will be granted

22. No equipment or materials are to be stored outside the confines of the specific construction area without written permission from the management office.
23. Notify the Security Desk in the event that material or equipment specific to your construction is missing. Any unauthorized removal of material will be prosecuted
24. The building does not loan out ladders, tools, or vacuum cleaners.
25. Storage is not permitted in the electrical/telephone closets.
26. All construction debris shall be removed on a timely basis and shall not be allowed to produce a fire hazard. If contractor fails to keep the premises clean, Cushman & Wakefield reserves the right to remove the debris at the contractor's expense.
27. Existing window blinds should be pulled to the top of the window and covered in plastic for duration of the job.
28. Retail construction areas must utilize paper window coverings at all times during the construction process.
29. Parking in the alley, garage, and loading dock is not provided. Contractors must arrange for their own parking accommodation.
30. Please notify the management office if tenant communications equipment is planned for installation in the building telephone closet.
31. Absolutely **NO SMOKING** will be allowed inside the building or within the construction area. Construction workers may utilize the designated indoor or outdoor smoking areas and should not loiter around the building lobby or entrances.
32. **NO RADIOS**, television sets, or recorded music will be allowed on the construction site.
33. At the completion of the job, deliver any warranty information, as-built drawings, air balance reports, and a copy of the Certificate of Compliance to the Cushman & Wakefield Management Office.

If further information is needed, please contact Cushman & Wakefield of Colorado, Inc., management office at 303-954-3330.

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EXHIBIT "B-3"

PARKING RULES AND REGULATIONS

This Exhibit sets forth the Parking Rules and Regulations for the Project in effect as of the Effective Date, and forms a part of the Sublease. Capitalized terms not defined in the Parking Rules and Regulations shall have the same meaning as set forth in the Sublease. In the event of a conflict between the Parking Rules and Regulations and the Sublease, the terms of the Sublease shall control.

- The speed limit in the garage is 5 mile per hour. Excessive speed endangers the well being of others. Please control your speed and be aware of pedestrians in the garage.
- For your safety and the safety of others observe all traffic signs. Use the traffic mirrors to assist you where sight lines are restricted.
- Transponders are only for the use of authorized account holders. They are non transferable.
- To work properly transponders must be placed on the windshield. The performance of the transponder is considerably degraded when it is not attached to the windshield. This inconveniences you and those waiting behind you to enter or exit the garage.
- You must have your transponder to enter and exit from the garage. If you do not have your transponder you must pull a ticket and pay the daily rate. If your car is being serviced contact your tenant rep who will issue you a validation. Alpha Park will reimburse validations issued for this purpose.
- Transponders must be used in sequence. When the transponder is in the garage it must be used to exit before it can be used to enter again. Transponders used out of sequence automatically lock. To unlock a transponder used out of sequence please call Alpha Park at 303.291.1111.
- Do not park in stalls containing a restrictive sign unless you are authorized to do so. The restricted spaces in the garage are:
 - Reserved Stalls – are only for those who are assigned to these spaces
 - Accessible Stalls – are for those displaying accessible parking tags
 - Low Emission Vehicles – are for vehicles on the LEED low emission vehicle list <http://www.greenercars.org/LEED2011.xls>
 - Visitor spaces are for visitors to the building who are parked no longer than the stated duration (for example One Hour, Two Hour etc.)
- Forcing gate arms up, breaking gate arms or tampering with the access control equipment will result in having your park privileges terminated and paying for any damage caused. If you are having a problem press the assistance button and someone will assist you. Attempted theft of services and equipment vandalism is prosecuted.
- We discourage leaving valuables visible in your car. Take them with you or place them in the trunk of your car for safekeeping.

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EXHIBIT "B-4"

ACCESS PROTOCOLS

Denver Post Building (101 West Colfax Avenue) Access Protocol

Protocol for First Floor Access

The Office of the Independent Monitor's staff will determine all visitor security requirements on a case by case basis. All visitors will be required to sign-in on a security log. In cooperation with building security staff, access to the Office of Independent Monitor (OIM) located on the first floor of the building will be strictly limited as follows:

1. The City will provide a Cisco VOIP phone with one way camera at the front security desk for all visitors to utilize and check in with OIM.
2. Upon arrival, all visitors and non-badged personnel will be required to use the Cisco VOIP phone to contact OIM staff. All phone calls from this dedicated line will be answered by OIM staff only. Upon completion of the initial access screening phone call by OIM staff, OIM staff will determine whether or not the party will be provided further access to the building in general and the first floor in particular.
3. Following access screening determination by OIM staff, OIM staff will promptly contact front desk security staff by phone and inform them of the disposition of the access request. No visitor will be admitted without utilizing the Cisco VOIP phone to contact OIM.
4. OIM will inform the front desk to provide controlled access as follows.
 - a. Authorized OIM personnel will greet the visitor at the front desk and escort the visitor to the appropriate location within OIM (no additional security assistance required); or
 - b. The OIM staff member will contact the Security Desk and require that the individual be routed through the building security apparatus, included being subject to the "wand procedure" by security personnel as a protective condition of entry. In the event that the visitor clears the security check, then the visitor would be escorted by OIM staff, or
 - c. OIM staff will contact the Security Desk by phone and deny visitor access. Building Security will then request the visitor leave the premises.

The OIM office space will remain secured with a badge access card reader at all times.

Protocol for Seventh Floor Access

7th Floor Occupants:

All visitors are required to check in with security .The City will provide a Cisco VOIP phone with multiple selections to allow 7th floor visitors to contact the agency they are visiting.

After sign in, the visitor will either be escorted to the Seventh Floor by a building occupant or a staff member may contact the Security Desk and request this visitor be allowed self-guided access to the 7th floor.

Special consideration: For groups that have larger numbers of scheduled visitors, 7th floor occupant agencies will provide to the Security Desk a list of pre-approved visitors and the date of intended access. All such visitors will be required to sign in, present valid ID and Security staff will confirm that they are on the approved visitors list before being allowed access to the 7th floor.

Uniformed visitors protocol (Police Department, Sheriff's Department, Fire Department):

All uniformed personnel will be required to comply with this protocol. Possession and presentation of either a badge and/ or uniform does not constitute prior clearance approval to access City occupied space without meeting each area's protocol. All uniformed visitors are subject to this protocol and there will be absolutely no exceptions.

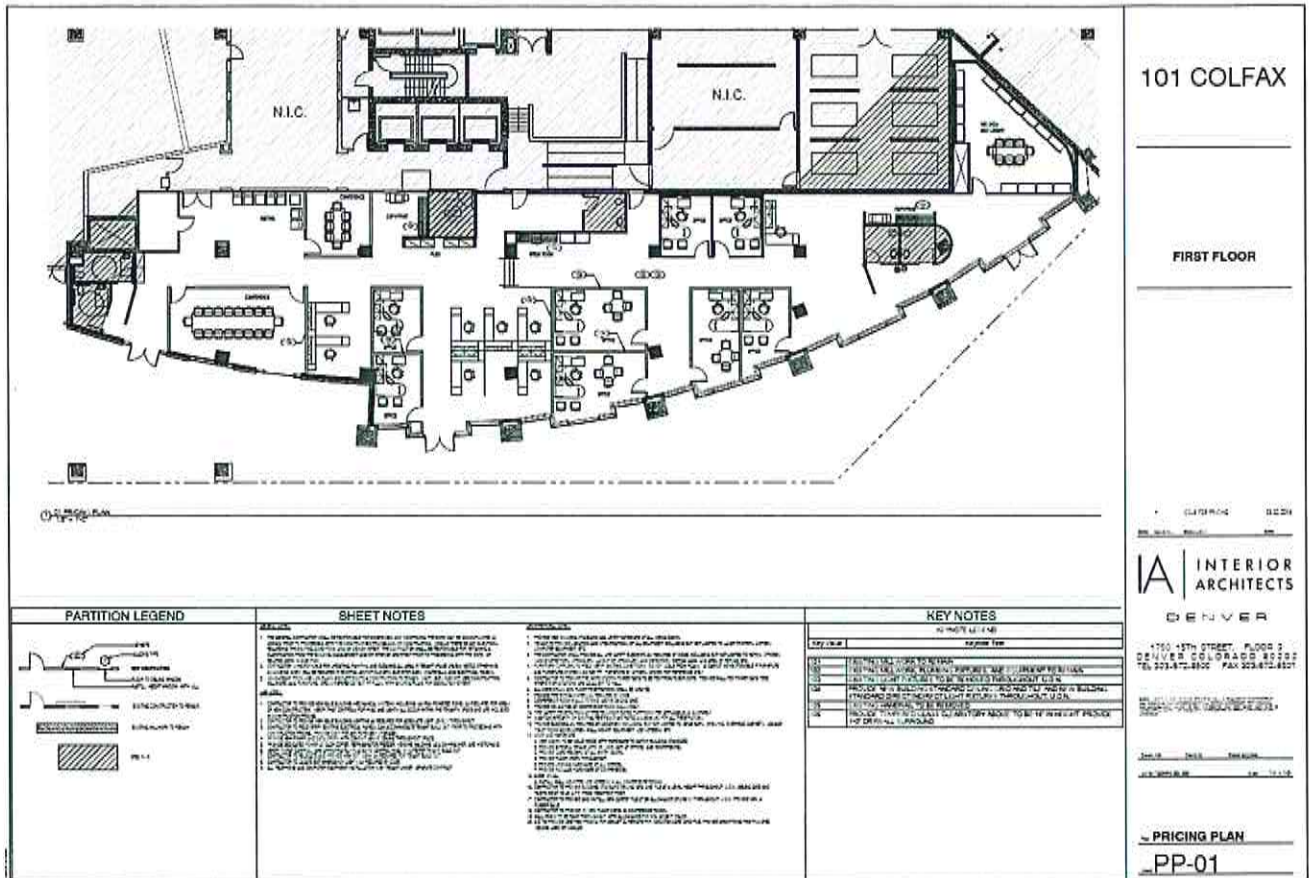
Building management will provide three additional badges for certain City Division of Real Estate staff; Jeffrey J. Steinberg, Lisa Lumley and Kasha Przywitowski. These badges will provide all hour's access to the 1st and 7th floors.

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EXHIBIT "C"

THE APPROVED TURNKEY PLAN

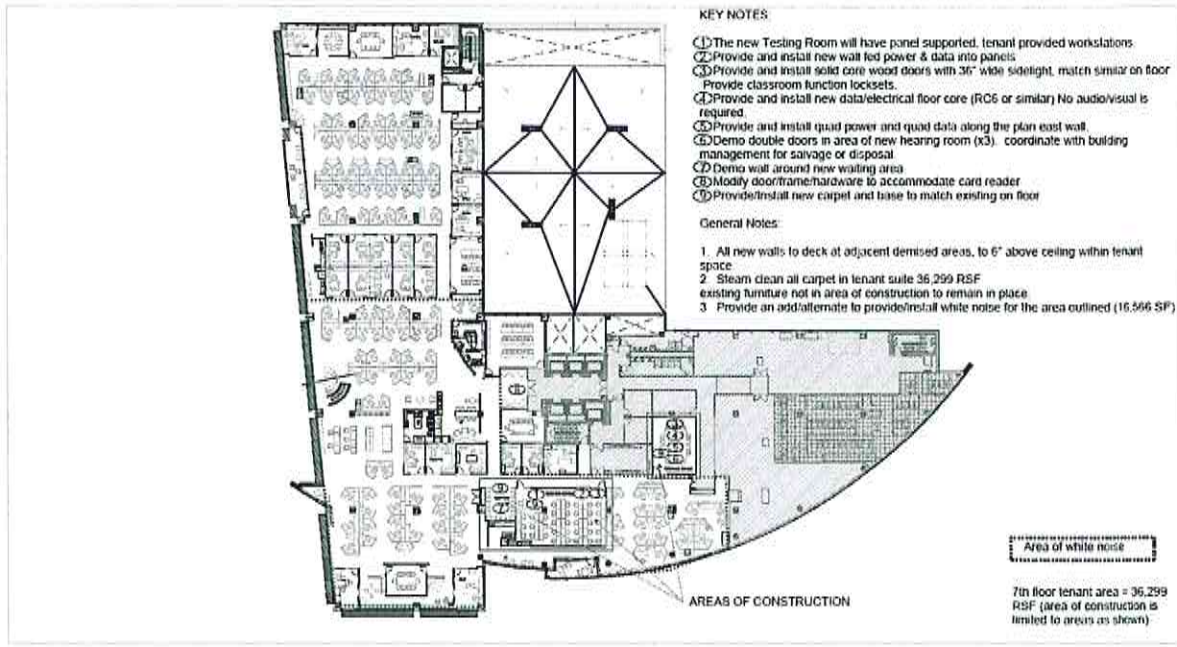
Pricing Plan (First Floor) dated March 2, 2016, prepared by Interior Architects, Inc., and bearing Job No. 16DNPO.008.000:



[NOTE – Any furnishings depicted on this plan are for illustration purposes only and are not included as part of Sublandlord's Work]

[continued on following page]

7th Floor Test Fit dated February 16, 2016, prepared by Interior Architects, Inc., and bearing Job No. 16DNPO.0007.000:



Project Name: 1610024x - 7th Floor TEST FIT
 Job Number: 16DNPO.0007.000

Refer To Drawing:
 Issue: 02/16/2016
 Date: N.T.S.
 Scale:
 Drawing: **TF-7.0**

[NOTE – Any furnishings depicted on this plan are for illustration purposes only and are not included as part of Sublandlord's Work]

EXHIBIT "D"
JANITORIAL SPECIFICATIONS

- a. Janitorial services are provided to the Subleased Premises and all common areas of the building on a nightly basis, Monday through Friday
 - i. Vacuuming
 - ii. Dusting
 - iii. Trash removal
 - iv. Rest rooms cleaned and stocked
 - v. Break areas cleaned and stocked
- b. Recycled materials are removed from the premises twice per week
- c. Day Porter services are provided 7:00 AM – 3:00 PM, Monday through Friday
 - i. Rest rooms checked daily
 - ii. Common areas maintained
 - iii. Deck areas maintained
 - iv. Special services can be scheduled through the Management Offices on an as-needed basis

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SCHEDULE 11.1

SUBTENANT'S INSURANCE

1. **Property Insurance.** Causes of loss – special form (formerly known as “all risks”) commercial property insurance covering all of Subtenant’s Property, including, without limitation, all Subtenant Alterations made by or at the request of Subtenant, in an amount equal to the full replacement cost thereof. Subtenant’s property insurance shall insure against damage caused by fire and all other perils covered by a standard All Risk Insurance Policy.
2. **Business Interruption Insurance.** Business income and express expense (formerly known as “business interruption”) insurance with sufficient limits to address reasonably anticipated business interruption losses.
3. **Liability Insurance.** Commercial general liability insurance covering bodily injury, including death, personal injury, property damage and contractual liability. The broad form general liability insurance policy shall provide coverage on an occurrence basis and shall include explosion, collapse, underground hazard and products/completed operations coverage. Minimum limits of liability provided by this coverage shall be as follows:
 - (a) General aggregate: Two Million Dollars (\$2,000,000.00).
 - (b) Products/completed operations aggregate: Two Million Dollars (\$2,000,000.00).
 - (c) Personal and advertising injury: One Million Dollars (\$1,000,000.00).
 - (d) Each occurrence: One Million Dollars (\$1,000,000.00).
 - (e) Umbrella or excess policy limit: Five Million Dollars (\$5,000,000.00).
4. **Workers Compensation Insurance.** Workmen’s compensation insurance for protection of Subtenant, its owners, partners and employees and covering all persons employed in connection with any Subtenant Alteration as required by Applicable Laws, and employer’s liability insurance with the following limits:
 - (a) Each accident: One Million Dollars (\$1,000,000.00).
 - (b) Each occupational disease: One Million Dollars (\$1,000,000.00).
 - (c) Occupational disease aggregate: Five Hundred Thousand Dollars (\$500,000.00).The workmen’s compensation and employer’s liability insurance policies of Subtenant shall contain a waiver of subrogation as to Sublandlord. The limits of liability for this coverage shall be as required by applicable statute.
5. **Automobile Liability Insurance.** Automobile liability insurance covering the use, operation and maintenance of any automobiles, trucks, trailers or other vehicles owned, hired or non-owned by Subtenant providing bodily injury, including death, and property damage coverage. Minimum limits of liability provided by this coverage shall be a combined single limit of One Million Dollars (\$1,000,000.00). Subtenant’s automobile liability insurance shall describe in its “Declarations” the automobiles covered as “Symbol 1: Any ‘Auto’”.
6. **Other Insurance.** Such other insurance and with such limits as Landlord, Sublandlord or any Lender shall reasonably require from time to time during the Sublease Term.

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ANNEX "1"

THE MASTER LEASE

[attached]

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this Sublease as of the Effective Date.

SUBLANDLORD:

THE DENVER POST LLC,
a Delaware limited liability company
f/k/a The Denver Newspaper Agency LLP,
a Delaware limited liability partnership

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