

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (the "City" or "Lessor"), and **THE ST. FRANCIS CENTER**, a Colorado Nonprofit Corporation, whose address is 2323 Curtis Street, Denver, CO 80205 (the "Sublessee").

W I T N E S S E T H:

WHEREAS, the City leases certain property located at 4685 Quebec Street, Denver, CO 80216 through a separate lease agreement with Quebec Hospitality, LLC (the "Owner"); and

WHEREAS, the City is desirous of subleasing the said property to Sublessee to operate a non-congregate shelter as set forth in this Sublease;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the City and the Sublessee agree as follows:

1. **SUBLEASED PREMISES**: Subject to the terms of this Sublease Agreement (hereinafter referred to as "Sublease"), the City agrees to lease, demise, and let unto Sublessee and the Sublessee does hereby lease from the City those certain premises (the "Subleased Premises") located at 4685 Quebec Street, Denver as more particularly described and depicted on **Exhibit A**, attached hereto and incorporated herein. The description contained on **Exhibit A** may be modified upon the written authorization of the Director of Real Estate to correct minor, technical errors.

2. **TERM**: The term of this Sublease shall commence on January 1, 2025 ("Commencement Date"), and terminate on December 31, 2025, at which point the City will resume occupancy of the Subleased Premises, unless extended or sooner terminated pursuant to the terms of this Sublease.

3. **RENT**: The rent for this Sublease shall be **TEN DOLLARS (\$10.00)** ("Rent") and any other good and valuable consideration. In addition to the foregoing, at such time that the City Assessor assesses a Possessory Interest or other related tax to the Subleased Premises, Sublessee shall pay before delinquency any and all taxes, assessments, and other charges levied, assessed or imposed, and which become payable during the Term, upon Sublessee's operations, occupancy, or conduct of business at the Subleased Premises, resulting from Sublessee's occupation or subletting of the Subleased Premises, or upon Sublessee's equipment, furniture,

appliances, trade fixtures, and other personal property of any kind installed or located on the Subleased Premises. Such taxes include any Possessory Interest taxes resulting from this Sublease or a sublease of the Subleased Premises.

4. **USE:** The Subleased Premises are to be used and occupied by Sublessee solely for a non-congregate shelter use. The Sublessee shall use the Subleased Premises in a careful, safe, and proper manner, and shall not use or permit the Subleased Premises to be used for any purpose prohibited by the laws of the United States of America, the State of Colorado, or the Charter or ordinances of the City and County of Denver. The Sublessee shall not commit or suffer to be committed any waste or damage upon the Subleased Premises or any nuisance to be created or maintained thereon. The Sublessee shall also keep the Subleased Premises free and clear from all trash, debris, and waste resulting from its use or the use by its employees, officers, agents, invitees and visitors.

5. **PUBLIC BENEFIT:** Pursuant to the requirements of Executive Order 100, the Sublessee will be required to submit a one to two-page annual report demonstrating the continued public purpose of the Sublease, the benefit to the City, and the Sublessee's plans for the upcoming calendar year.

6. **"AS IS" CONDITION:** The Subleased Premises are accepted by Sublessee in an "AS IS, WHERE IS" condition, with all faults and defects. No additional work will be performed by the City and Sublessee hereby accepts the Subleased Premises in its as-is condition. The City does not make and disclaims any warranty or representation whatsoever, express or implied, and shall have no obligation or liability whatsoever, express or implied, as to the condition of or any other matter or circumstance affecting the Subleased Premises.

7. **QUIET ENJOYMENT:** Sublessee shall and may peacefully have, hold and enjoy the Subleased Premises, subject to the other terms hereof, provided that Sublessee pay the rental herein recited and performs all of Sublessee's covenants and agreements herein contained.

8. **UTILITIES, REPAIR, MAINTENANCE AND OPERATIONS COSTS AND CHARGES:** The parties shall be responsible for utilities, repairs and maintenances as described in **Exhibit B**. The City will not be liable for any reason for any loss or damage resulting from an interruption of any of these services. Sublessee shall pay prevailing wages, as set by the City's prevailing wage ordinance (§20-76, DRMC) for any services set forth in the

prevailing wage ordinance which may include, but is not limited to such services as interior maintenance and snow removal. Sublessee shall have no right to make repairs to the Subleased Premises at City's expense.

9. **IMPROVEMENTS AND ALTERATIONS:**

(a) By City: Unless otherwise expressly stipulated herein, the City shall not be required to make any improvements to or repairs of any kind or character on the Subleased Premises during the term of this Sublease, except repairs as may be deemed necessary by the City for normal maintenance operations of the Subleased Premises.

(b) By Sublessee: Sublessee shall make no alterations in or additions to, nor post any signage on, the Subleased Premises without first obtaining the written consent of the Director of Real Estate on behalf of the City, which consent shall be within the City's sole discretion. Sublessee shall, after obtaining the written consent of the Director of Real Estate, repair any damage resulting from Sublessee's occupancy of the Subleased Premises, and shall indemnify and hold the City harmless against any liability, loss, damage, costs or expenses, including attorneys' fees, on account of any claims of any nature whatsoever, including but not limited to claims of liens by laborers, material suppliers, or others for work performed, or materials or supplies furnished to Sublessee or persons claiming under Sublessee.

10. **ENTRY BY CITY:** Sublessee shall permit representatives of the City to enter into and upon the Subleased Premises at all reasonable hours to inspect the same, and make any repairs deemed necessary by the City, and Sublessee shall not be entitled to any abatement or reduction of rent by reason thereof.

11. **CARE AND SURRENDER OF THE SUBLEASED PREMISES:** At the termination of this Sublease, Sublessee shall deliver the Subleased Premises to the City in the same condition as the Subleased Premises were in at the beginning of this Sublease term, ordinary wear and tear excepted; and Sublessee shall remove all of Sublessee's movable furniture and other effects. All moveable furniture and other effects not so removed shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by the City without notice to Sublessee or any other person, and without obligation to account therefor, and Sublessee shall pay the City all expenses incurred in connection with disposing such property. Sublessee's obligation to observe or perform this covenant shall survive the termination

of this Sublease. Sublessee shall pay before delinquency any and all taxes, assessments, and other charges levied, assessed or imposed, and which become payable during the term of this Sublease upon Sublessee's operations, occupancy, or conduct of business at the Subleased Premises, or upon Sublessee's equipment, furniture, appliances, trade fixtures, and other personal property of any kind installed or located on the Subleased Premises.

12. **INDEMNITY:**

a. Sublessee hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to this Sublease Agreement, whether during the Sublease Term or after, ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Sublessee either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Sublessee's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Sublessee's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

c. Sublessee will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

d. Insurance coverage requirements specified in this Sublease shall in no way lessen or limit the liability of the Sublessee under the terms of this indemnification obligation. The Sublessee shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Sublease.

13. **LOSS OR DAMAGE:** The City shall not be liable or responsible to Sublessee for any loss or damage to any property or person occasioned by theft, fire, Act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of any governmental entity other than the City. In the event of a fire or other casualty in or to the Subleased Premises, Sublessee shall immediately give notice thereof to City. If the Subleased Premises, through no fault or neglect of Sublessee, its agents, its employees, invitees, or visitors shall be partially destroyed by fire or other casualty so as to render the Subleased Premises untenable, and the City elects to repair the same, the Sublease shall continue in full force and effect. In the event such repairs cannot be made within ninety (90) days, Sublessee may elect to terminate this Sublease. In the event of the total destruction of the Subleased Premises, or partial destruction in the event the City elects not to repair the Subleased Premises, without fault or neglect of the Sublessee, its agents, employees, invitees, or visitors, or if from any cause the Subleased Premises shall be so damaged that the City shall decide not to rebuild (which decision City may make in its sole discretion), then all rent owed up to the time of such destruction or termination shall be paid by Sublessee and this Sublease shall cease and come to an end.

14. **HAZARDOUS SUBSTANCES:** Sublessee shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Premises by Sublessee, Sublessee's agents, employees, contractors, or invitees. If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises, or if the Premises become contaminated in any manner due to the actions or inactions of the Sublessee, Sublessee shall indemnify and hold harmless the City from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the Sublease Term and arising as a result of those actions or inactions by Sublessee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision.

Without limitation of the foregoing, if Sublessee causes or permits the presence of any Hazardous Substance on the Subleased Premises and that results in contamination, Sublessee shall promptly, at its sole expense, take any and all necessary actions to return the Subleased Premises to the condition existing prior to the presence of any such Hazardous Substance on the premises. Sublessee shall first obtain City's approval for any such remedial action. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Colorado, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), and petroleum.

15. **INTENTIONALLY DELETED**.

16. **REMEDIES UPON BREACH**: In the event of a breach of this Sublease by Sublessee, the City may have any one or more of the following described remedies, in addition to all of the rights and remedies provided at law or in equity:

a. The City may terminate this Sublease and forthwith repossess the Subleased Premises and be entitled to recover as damages a sum of money equal to the total of (i) the cost of recovering the Subleased Premises, including reasonable attorneys' fees; (ii) the unpaid Rent earned at the time of termination, plus interest thereon at the rate of twelve percent (12%) per annum from the due date; (iii) the balance of the Rent for the remainder of the term less any Rents the City receives for the Subleased Premises for said period; (iv) damages for the wrongful withholding of the Subleased Premises by Sublessee; (v) unpaid taxes or assessments and (vi) any other sum of money in damages owed by Sublessee to City as a result of its use and occupancy of the Subleased Premises.

b. Before exercising any remedy or right herein or in law or equity, the City shall supply written notice of such default to the Sublessee and provide fifteen (15) days from the date of such notice to cure the noted default.

17. **TERMINATION**: The City may, at the discretion of the Director of Real Estate, terminate this Sublease upon thirty (30) days written notice to the Sublessee.

18. **COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Sublessee's provision of Services hereunder, the Sublessee shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Sublease, the Sublessee expressly acknowledges that the Sublessee is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Sublessee, or any other individual or entity acting subject to this Sublease, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

19. **NONDISCRIMINATION**: In connection with Sublessee's performance pursuant to this Sublease, Sublessee agrees not to refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Sublessee shall insert the foregoing provision in all subcontracts for work on the Subleased Premises.

20. **SUBLESSEE'S INSURANCE**: From the commencement of this Sublease, and at all times throughout the term, Sublessee (or its Sublessee(s)) shall carry and maintain the following insurance policies. Sublessee shall keep the required insurance coverage in force at all times during the term of the Sublease, or any extension thereof, during any warranty period, and for three (3) years after termination of the Sublease. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Sublease. Such notice shall reference the City contract number listed on the signature page of this Sublease. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10)

days prior. If such written notice is unavailable from the insurer, Sublessee shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Sublessee shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Sublease are the minimum requirements, and these requirements do not lessen or limit the liability of the Sublessee. The Sublessee shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Sublease.

(a) **Workers' Compensation/Employer's Liability Insurance:** Sublessee shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

(b) **Property Insurance:** Sublessee shall provide 100% replacement cost for Sublessee's tenant improvements and personal property.

(c) **Commercial General Liability:** Sublessee shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Sublessee's coverage is to be primary and non-contributory with any coverage or self insurance maintained by the City. The City and County of Denver, its officers, officials and employees shall be included as additional insureds.

(d) **Waiver of Subrogation and Rights of Recovery** against the City, its officers, officials and employees for all coverages required.

(e) The certificates evidencing the existence of the above policy or policies, all in such form as the City's Risk Management Office may require, are to be provided to the City upon execution of this Sublease. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Sublease shall not act as a waiver of Sublessee's breach of this Sublease or of any of the City's rights or remedies under this Sublease. The City's Risk Management Office may require additional proof of

insurance, including but not limited to policies and endorsements.

Sublessee understands and acknowledges that the City does not provide any insurance coverage for any property of the Sublessee, its agents, employees or assignees located in the Subleased Premises and Sublessee acknowledges and agrees that the Sublessee, its agents, employees and assignees have no claim against the City for any damage or loss of personal property and belongings of Sublessee, its agents, employees or assignees in the Subleased Premises.

21. **VENUE, GOVERNING LAW:** This Sublease shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to the choice of law thereof, and the Charter and Revised Municipal Code of the City and County of Denver. Venue for any legal action relating to this Sublease shall lie in the State District Court in and for the City and County of Denver, Colorado.

22. **ASSIGNMENT AND RIGHT TO SUBLEASE:** The Sublessee shall not assign, sublet or transfer its rights under this Sublease without first obtaining the written consent of the Director of Real Estate.

23. **NO SALE OR ADVERTISING OF TOBACCO PRODUCTS:** The Sublessee, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order No. 13, which prohibits the sale or advertisement of tobacco products on City owned property and in facilities owned or operated or controlled by the City and County of Denver. "Sale" includes promotional distribution, whether for consideration or not, as well as commercial transactions for consideration. "Advertising" includes the display of commercial and noncommercial promotion of the purchase or use of tobacco products through any medium whatsoever, but does not include any advertising and sponsoring which is a part of a performance or show or any event displayed or held in City facilities.

24. **EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Sublessee's performance pursuant to this Sublease, provision of any goods or services to the City, and any other transactions related to this Sublease. Sublessee shall cooperate with City representatives and City representatives shall be

granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Sublease or expiration of the applicable statute of limitations. When conducting an audit of this Sublease, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Sublessee to make disclosures in violation of state or federal privacy laws. Sublessee shall at all times comply with D.R.M.C. 20-276.

25. **AMENDMENT**: No alteration, amendment or modification of this Sublease shall be valid unless evidenced by a written instrument executed by the parties hereto with the same formality as this Sublease, however, the Director of Real Estate shall have the authority to execute agreements which make technical, minor, or non-substantive changes to this Sublease. The failure of either party hereto to insist in any one or more instances upon the strict compliance or performance of any of the covenants, agreements, terms, provisions or conditions of this Sublease, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision or condition, but the same shall remain in full force and effect.

26. **SEVERABILITY**: If any portion of this Sublease is determined by a court to be unenforceable for any reason, the remainder of the Sublease remains in full force and effect.

27. **BINDING EFFECT**: This Sublease when executed and when effective, shall inure to the benefit of and be binding upon the successors in interest or the legal representative of the respective parties hereto, subject to assignment or sublease in accordance with paragraph 22 above.

28. **THIRD PARTIES**: This Sublease does not, and shall not be deemed or construed to, confer upon or grant to and third party or parties any right to claim damages or to bring any suit, action or other proceeding against the parties hereto because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

29. **NOTICES**: All notices hereunder shall be given to the following by hand delivery or by certified mail, return receipt requested or electronic mail, if available:

To the City:	Mayor's Office City and County Building 1437 Bannock Street, Room 350
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Denver, CO 80202

With copies to: Denver City Attorney
Denver City Attorney's Office
201 West Colfax Avenue, Dept. 1207
Denver, CO 80202

Director of Real Estate,
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202
Email: RealEstate@denvergov.org

To Sublessee: Jane Boldridge Gross
2323 Curtis Street
Denver, CO 80205
Email: janebg@sfcdenver.org

Matt McCormick
2323 Curtis Street
Denver, CO 80205
Email: mmccormick@sfcdenver.org

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any such notice shall be the date such notice is deposited in the mail or hand-delivered to the party.

30. **ENTIRE AGREEMENT:** The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. Further, this Sublease supersedes any and all prior written or oral agreements between the parties.

31. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any performance hereunder constitute or be construed to be a waiver by any party or any breach of covenant or condition or of any default which may then exist. The rendering of any such performance when any breach or default exists shall in no way impair or prejudice any right or remedy available with respect to such breach or default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of the Sublease shall be deemed or taken to be a waiver of any other default or breach.

32. **NO PERSONAL LIABILITY:** No elected official, director, officer, agent or employee of the City, nor any director, officer, employee or personal representative of Sublessee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Sublease or because of any breach thereof or because of its or their execution, approval or attempted execution of this Sublease.

33. **CONFLICT OF INTEREST BY CITY OFFICER:** Sublessee represents that to the best of its information and belief, no officer or employee of the City is either directly or indirectly a party or in any manner interest in this Sublease, except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

34. **APPROPRIATION:** All obligations of the City under and pursuant to this Sublease are subject to prior appropriation of monies expressly made by the City Council for the purposes of this Sublease and paid into the Treasury of the City.

35. **REASONABLENESS OF CONSENT OR APPROVAL:** Whenever under this Sublease “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

36. **AUTHORITY TO EXECUTE:** Sublessee represents that the persons who have affixed their signatures hereto have all necessary and sufficient authority to bind Sublessee.

37. **PARAGRAPH HEADINGS:** The paragraph headings are inserted only as a matter of convenience and for reference and in no way are intended to be a part of this Sublease or to define, limit or describe the scope or intent of this Sublease or the particular paragraphs to which they refer.

38. **CITY’S EXECUTION OF AGREEMENT:** This Sublease is expressly subject to, and shall not be or become effective or binding on the City until approval by its City Council and full execution by all signatories set forth below.

39. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Sublessee consents to the use of electronic signatures by the City. The Sublease, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of the Sublease solely because it is in electronic form or because an electronic record was used in its formation. The

parties agree not to object to the admissibility of the Sublease in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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SIGNATURE PAGES TO FOLLOW**

Contract Control Number: FINAN-202578578-00
Contractor Name: The St. Francis Center

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202578578-00
The St. Francis Center

By: 

Name: Nancy Burke
(please print)

Title: C. E. O
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A
Subleased Premises

PARCEL 1:

ALL OF LOTS 11 AND 12, BLOCK 3, AIRPORT BUSINESS CENTER, CITY AND COUNTY OF DENVER, STATE OF COLORADO,

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 12, THENCE NORTH 00 DEGREES 03 MINUTES 20 SECONDS WEST, 130.00 FEET ALONG THE EAST LINE OF SAID LOT 12 TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 57 MINUTES 32 SECONDS WEST, 156.06 FEET PARALLEL WITH THE SOUTH LINE OF SAID LOT 12;

THENCE NORTH 17 DEGREES 02 MINUTES 28 SECONDS WEST, 144.53 FEET TO THE NORTHERLY LINE OF SAID LOT 12;

THENCE NORTHEASTERLY 90.76 FEET ALONG THE NORTHERLY LINE OF SAID LOT 12 AND ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 761.35 FEET, A DELTA ANGLE OF 06 DEGREES 49 MINUTES 49 SECONDS AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 72 DEGREES 10 MINUTES 08 SECONDS EAST, 90.71 FEET;

THENCE NORTH 75 DEGREES 35 MINUTES 02 SECONDS EAST, 89.75 FEET ALONG THE NORTHERLY LINE OF SAID LOT 12 TO A POINT OF CURVE TO THE RIGHT;

THENCE SOUTHEASTERLY 36.43 FEET ALONG THE NORTHERLY LINE OF SAID LOT 12 AND ALONG THE ARC OF SAID CURVE TO A POINT OF TANGENT, SAID ARC HAVING A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 104 DEGREES 21 MINUTES 38 SECONDS AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 52 DEGREES 14 MINUTES 09 SECONDS EAST, 31.60 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES 20 SECONDS EAST, 168.84 FEET ALONG THE EAST LINE OF SAID LOT 12 TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE PASSAGE AND PARKING OF VEHICLES, FOR THE PASSAGE AND ACCOMMODATION OF PEDESTRIANS AND FOR EXISTING UTILITIES AS MORE FULLY DESCRIBED AND DEFINED IN DECLARATION OF RECIPROCAL EASEMENTS RECORDED AUGUST 19, 1993 UNDER RECEPTION NO. 9300111320 AND FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS RECORDED APRIL 21, 2003 UNDER RECEPTION NO. 2003074232, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

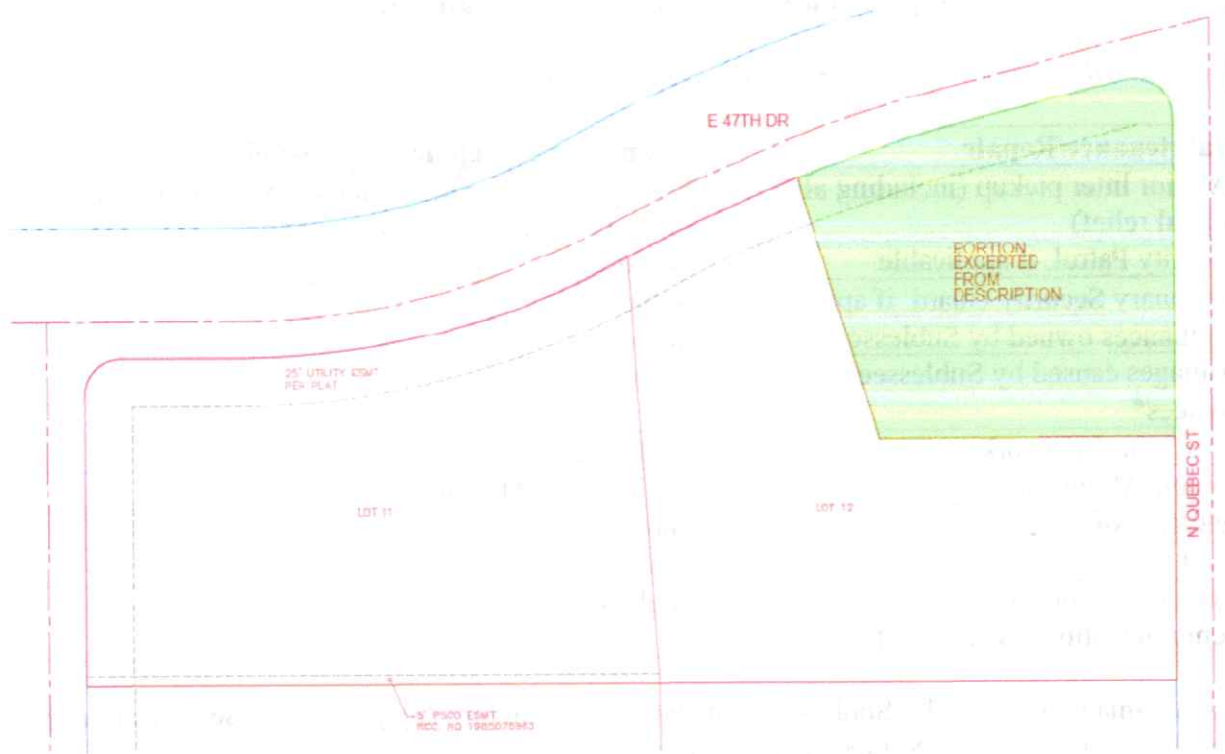


Exhibit B
Responsibility Matrix of Facility Related Services

Sublessee will be responsible for the items shown below.

Maintenance/Repair	Maintenance/Repair Responsibility
Exterior litter pickup (including all animal relief)	Owner; Sublessee to regularly have staff pick up litter in the parking lot and common areas.
Security Patrol, if applicable	Sublessee
Stationary Security Guard, if applicable	Sublessee
Appliances owned by Sublessee	Sublessee
Damages caused by Sublessee's invitees*	Sublessee
Self-Owned network	Sublessee
Camera Monitoring	Sublessee and Owner
Selection of guests	Sublessee
Food	Sublessee
Liaison for Concerns and Communications With Guests	Sublessee

*If any damage is caused by Sublessee or its invitees (including any pets and/or service animals owned by invitees, if any) Sublessee pays for repair.