

RESOLUTION NO. 21-30

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF CASTLE PINES, COLORADO APPROVING A LEASE WITH PT
VILLAGE SQUARE, LLC FOR MUNICIPAL PURPOSES**

WHEREAS, Section 1.3 of the City of Castle Pines Home Rule Charter authorizes the City to enter into leasehold agreements; and

WHEREAS, the City currently leases space at 360 Village Square Lane, and has exceeded capacity to efficiently deliver essential municipal services; and

WHEREAS, the City has the opportunity to lease approximately 1605 square feet of office space in an adjacent building with a street address of 7437 Village Square Drive, Suite 215, Castle Pines (the “Premises”), for use by the City’s building and public works departments; and

WHEREAS, the City Council desires to enter into a three-year lease agreement with PT Village Square, LLC for the Premises in accordance with the terms and conditions set forth in the lease agreement attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO:

Section 1. Approval. The City Council hereby approves a lease agreement by and between PT Village Square, LLC and the City of Castle Pines, in substantially the same form as attached hereto as **Exhibit A**, subject to minor modifications approved by the City Manager and City Attorney.

Section 2. Effective Date. This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES by a vote of 7 in favor, 0 against and 0 absent this 22nd day of June, 2021.

DocuSigned by:



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Tera Stave Radloff, Mayor

City of Castle Pines
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ATTEST:

Approved as to form:

DocuSigned by:
Tobi Basile
AD03A3B02032499

DocuSigned by:
Linda C. Michow
5241DE99B8FE444

Tobi Basile, CMC, City Clerk

Linda C. Michow, City Attorney

EXHIBIT A
LEASE

VILLAGE SQUARE AT CASTLE PINES

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made as of the _____ day of June, 2021, between PT Village Square, LLC, a Colorado limited liability company (“Landlord”), and The City of Castle Pines, Colorado, (“Tenant”).

LEASE OF PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, those certain premises (the “Premises”) generally known as 7437 Village Square Drive, Suite 215 in Castle Pines, Colorado, consisting of 1,605 rentable square feet, which Premises are more particularly described on the drawing attached hereto as Exhibit A-1, upon all of the terms and conditions set forth below. The building in which the Premises are located and the related retail and office buildings (collectively, the “Buildings”) in the retail center generally known as Village Square at Castle Pines Parkway, the surface parking areas which serve the Buildings (the “Parking Facilities”), all improvements and appurtenances to the Buildings, the landscaped areas associated with the Buildings and the land on which the Buildings, Parking Facilities, improvements, landscaping and appurtenances are situated, are referred to collectively herein as the “Center”. The Center site plan is shown on Exhibit A attached hereto and the land upon which the Center is located is more particularly described in Exhibit A-1 attached hereto. The suite number of the Premises and the names of the Center may be changed or altered by Landlord in its sole discretion pursuant to Section 25 herein.

1. FUNDAMENTAL LEASE PROVISIONS:

- 1.1. Date: The date first written in the opening paragraph of this Lease.
- 1.2. Tenant’s Legal Name: The City of Castle Pines
- 1.3. Tenant’s Trade Name (Section 4): N/A
- 1.4. Lease Term (Section 5): Thirty Six months, subject to Section 5 below and the other terms and conditions of this Lease.
- 1.5. Lease Commencement Date (Section 5): July 1, 2021
- 1.6. Rent Commencement Date: July 1, 2021
- 1.7. Basic Rent (Section 8.1): Commencing on the Lease Commencement Date, Tenant shall pay Basic Rent as follows:

FROM	THROUGH	MONTHLY RENT	ANNUAL RENT
7/1/2021	6/30/2022	\$ 2,838.18	\$ 34,058
7/1/2022	6/30/2023	\$ 2,923.32	\$ 35,080
7/1/2023	6/30/2024	\$ 3,011.02	\$ 36,132

- 1.8. Permitted Use (Section 4): General office use; provided, however, that Tenant shall be strictly prohibited from operating in any manner that would result in a violation of the exclusive use or other rights granted to other tenants within the Center.
- 1.9. Security Deposit: \$2,923 payable upon Lease execution by Tenant.
- 1.10. (a) Tenant’s Broker: N/A
- (b) Landlord’s Broker: Spectrum Commercial Real Estate Solutions, LLC

1.11. Tenant Improvement Allowance. Landlord will reimburse Tenant for the construction described in **EXHIBIT A-3** up to an amount not to exceed \$3,000 to complete the work attached hereto, (the "Allowance"). Landlord, in its reasonable discretion, shall approve Tenant's plans and specifications prior to Tenant beginning work. Landlord shall reimburse Tenant for its actual costs upon submittal by Tenant of lien waivers contingent on payment to the contractor, subcontractor and supplier and a detailed accounting of costs up to the date of the request for draw against Allowance but with a maximum amount equal to the Allowance. All Tenant Improvements paid for with the Allowance will become the property of Landlord upon termination of the Lease or Tenant's earlier vacation of the Premises. Tenant shall be solely responsible for any costs incurred over the Allowance.

1.12. Address for Notices:

To Landlord: PT Village Square LLC
1864 Woodmoor Drive, Suite 100
Monument, CO 80132
Attn: Andrew Biggs

With a copy to: Spectrum Commercial Real Estate Solutions
1873 S. Bellaire St. Suite 300
Denver, CO 80222
Attn: Greg Coleman

To Tenant: _____

References in this Section 1 to other Sections are for convenience only and to designate some of the other Sections where references to the particular Fundamental Lease Provisions appear. Each reference in this Lease to any of the Fundamental Lease Provisions contained in this Section 1 shall be construed to incorporate all of the terms provided under each such Fundamental Lease Provision. In the event of any conflict between any Fundamental Lease Provision and the balance of the Lease, the latter shall control.

2. CONDITION AND ACCEPTANCE OF PREMISES AND RETAIL VILLAGE CENTER. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS LEASE, TENANT HEREBY AGREES TO ACCEPT THE PREMISES, THE CENTER AND THE COMMON AREAS IN THEIR AS IS, WHERE IS CONDITION WHEN DELIVERED TO TENANT, INCLUDING, WITHOUT LIMITATION, ALL DEFECTS, PATENT AND LATENT AND/OR KNOWN OR UNKNOWN. TENANT ACKNOWLEDGES THAT LANDLORD MAKES NO WARRANTIES (EXPRESS OR IMPLIED) REGARDING THE PREMISES, THE CENTER OR THE COMMON AREAS, EXCEPT AS EXPRESSLY PROVIDED IN THIS LEASE, AND LANDLORD HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT THE PREMISES, THE CENTER OR THE COMMON AREAS ARE SUITABLE FOR THEIR INTENDED COMMERCIAL PURPOSE. Tenant has had a full and fair opportunity to inspect the Premises, the Center and the Common Areas and finds that the Premises, the Center and the Common Areas suit Tenant's purposes. Tenant has knowledge of the Premises, the Center and the Common Areas and with this knowledge has voluntarily agreed to disclaim the implied warranty of suitability. Both Landlord and Tenant have expressly bargained for and agreed to this aforementioned disclaimer. For and in consideration of the execution of this Lease, Landlord and Tenant agree that Landlord would not have signed this Lease but for Tenant's disclaimer and the other provisions in this Section 2.

3. EXHIBITS.

3.1. Site Plans. Tenant acknowledges that the site plan of the Center is attached hereto as Exhibit A (the "Site Plan"). The Site Plan shows, among other things, the principal improvements which comprise the Center. Tenant further acknowledges that Landlord may change the shape, size, location, number and extent of the improvements shown on the Site Plan and eliminate or add any improvements to any portion of the Center, provided that without Tenant's consent, which will not be unreasonably withheld, Landlord shall not change the size or location of the Premises or the improvements therein (which are constructed within the requirements of this Lease), nor shall Landlord unreasonably change access to or from the Premises or Center. Landlord reserves the absolute right to affect such other tenancies in the Center as Landlord determines, in its sole judgment. Tenant does not rely on the fact nor does Landlord represent that any specific tenant or number of tenants shall during the term of this Lease occupy any space in the Center. Tenant acknowledges that the Center and the Premises are subject to existing restrictions, conditions and easements of record, copies of which shall be provided to Tenant by Landlord at Tenant's request.

3.2. List of Exhibits. Landlord and Tenant agree that the following exhibits are attached to and made a part of this Lease for all purposes:

EXHIBIT A	Site Plan of Center
EXHIBIT A-1	Legal Description of Land upon which Center is located
EXHIBIT A-2	Site Plan Indicating Location of Premises within the Center
EXHIBIT A-3	Tenant Construction
EXHIBIT B	Acceptance of Premises Memorandum
EXHIBIT C	Rules and Regulations
EXHIBIT D	Hazardous Substances
EXHIBIT E	Prohibited Uses
EXHIBIT F	Personal Guaranty (Intentionally Omitted)

4. USE OF PREMISES

4.1. Permitted Use and Certain Prohibited Uses. Tenant shall use the Premises solely for the purposes and uses expressly set forth in Section 1.8 and under the trade name specified in Section 1.3. Without limiting the preceding, Tenant shall not use or permit the Premises to be used for any other purpose or purposes or under any other trade name whatsoever without the prior written consent of Landlord. Landlord's consent to a change in the trade name or Permitted Use shall not be unreasonably withheld. Further, during the term of this Lease, Tenant shall not (a) do or permit to be done any other thing which may disturb the quiet enjoyment of any other tenant of the Center; (b) commit or knowingly allow any waste or damage to be committed on any portion of the Premises, the Building or the Common Areas; (c) cause picketing or striking by labor unions; (d) keep any substance or carry on or permit any operation which emits odors or conditions into the Building that disturb other tenants; (e) use any apparatus which might make undue noise in the Building or create vibrations in the Premises or the Building; or (f) do or permit anything to be done on, at or in the Premises that (i) is prohibited under the Prohibited Uses attached hereto as Exhibit E and incorporated herein by reference, (ii) is prohibited under the Covenants, Conditions and Restrictions (as defined in Section 7.5); or (iii) may or does violate the terms of any exclusive use provisions granted to any other tenants, and it shall be Tenant's obligation to inquire into and educate itself about any such provisions. Subject to the foregoing and the other terms of this Lease, Tenant shall have access to the Premises twenty-four hours per day, seven days per week.

4.2. Condition of Premises. Tenant shall keep the Premises and all of Tenant's furnishings, fixtures, and personal property located on the Premises in a clean, sanitary and wholesome condition, free of any noises, vapors, fumes, dust, odors and sounds that disturb other tenants, and nuisances, termites and other pests.

4.3. Covenant to Operate. Tenant shall continuously operate throughout the term of this Lease and shall throughout the term conduct and carry on in the Premises the type of business for which the Premises are leased and are to be used. Tenant shall operate its

business in a manner so as to produce the maximum amount of sales from the Premises and shall, except during reasonable periods for repairing, cleaning and decorating, keep the Premises open to the public for business on the days and during the business hours typical for a business similar to that to be conducted by Tenant on and at the Premises.

4.4. Prohibition on Displaying or Selling Store Merchandise outside of the Premises. Without Landlord's prior written consent, Tenant may not display or sell merchandise, allow carts, portable signs, devices or any other objects to be stored or to remain outside the defined exterior walls or roof and permanent doorways of the Premises, or in hallways.

4.5. Aerial Antennae. No aerial or antenna shall be erected on the roof or exterior walls of the Premises without first obtaining, in each instance, the written consent of Landlord, which may be given or withheld in its sole discretion. Any aerial or antenna so installed without such written consent shall be subject to removal without notice at any time. If Tenant, with Landlord's consent, installs one or more aerials or antennae on the roof or exterior wall of the Premises, (a) the installations must comply with the requirements of Section 16 below, (b) if the roof is to be penetrated, Tenant must use Landlord's contractor who installed the roof, (c) Tenant shall cause such installations to comply with all applicable laws, including, without limitation, the laws, regulations and laws of the Federal Communications Commission and all permits required to be obtained in order to operate any such aerials or antennae, (d) Tenant shall be responsible for all costs associated with installing such aerial or antennae, (e) the operation of each such aerial or antenna shall not interfere with the operation of and communications over existing aerials, antennae, disks or other telecommunication devices within the Center, (f) if requested by Landlord, Tenant shall remove all such aerials and antennae upon the expiration or earlier termination of this Lease and repair all damages as a result of such removal, at Tenant's sole cost and expense, and (g) Tenant shall defend (with counsel selected by Landlord), indemnify and hold harmless Landlord against and from any costs, expenses, liabilities, obligations and responsibilities in any way associated with any such aerials or antennae.

4.6. Non-Solicitation. Tenant shall not solicit in any manner in any of the Parking Facilities or other Common Areas.

4.7. Removal of Trash and Waste. Tenant agrees that all trash, waste materials and rubbish arising out of Tenant's use of the Premises shall be deposited within receptacles in areas designated by Landlord and that there shall be no trash receptacles permitted to remain outside of the Premises. Landlord shall provide a trash enclosure located outside the Premises for Tenant's non-exclusive use with other tenants.

4.8. Rules and Regulations. Tenant shall comply with all of the Rules and Regulations attached hereto as Exhibit C.

4.9. License and Permits. Tenant shall be required to obtain all governmental licenses, permits and approvals required for the lawful conduct of any business or other activity carried on by Tenant in the Premises and Tenant shall maintain and comply with the terms of each such license and permit throughout the term of this Lease. In addition, if the failure to obtain any such permit or license could adversely affect the Premises or Landlord, Tenant shall submit such license or permit for inspection by Landlord. Landlord will otherwise cooperate with Tenant's efforts to obtain the required licenses, permits and approvals.

4.10. Compliance with Applicable Laws. Tenant shall comply with all laws, statutes, regulations, rules, orders, codes, and ordinances of any federal, state or local governmental authority or any political subdivision thereof that are applicable to Tenant, the Premises (including, without limitation, the operations conducted therein), the occupancy and/or use of the Premises, Tenant Improvements and/or Tenant Alterations, including, without limitation the Americans With Disabilities Act (collectively "Applicable Laws").

4.11. Increases in Insurance Premiums. Tenant shall not use or occupy the Premises or any part thereof in any manner which could invalidate any policies of insurance now or

hereafter carried by Landlord, increase the risks covered by such insurance or necessitate additional insurance premiums or policies of insurance, even if such use may be in furtherance of Tenant's business purposes. In the event any policies of insurance are invalidated by acts or omissions of Tenant, Landlord shall have the right to terminate this Lease or, at Landlord's option, to charge Tenant for extra insurance premiums required on account of the increased risk caused by Tenant's use and occupancy of the Premises. Tenant shall promptly upon, within thirty days of receipt of written demand by Landlord, reimburse Landlord for any additional premium charged for any insurance policy of Landlord insuring the Premises by reason of Tenant's failure to comply with the provisions of this Section 4 and for any reasonable, out-of-pocket other costs incurred by Landlord in enforcing the provisions of this Section 4.

4.12. Non-Discrimination. Tenant covenants by and for itself, its successors and assigns, and all persons claiming under or through Tenant, that this Lease is made and accepted upon and subject to the following conditions: that there shall be no intentional discrimination against or segregation of any person or group of persons, on account of race, color, creed, sex, religion, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, or enjoyment of the Premises, nor shall Tenant itself, or any person claiming under or through Tenant, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the Premises.

4.13. Regulation of Deliveries. Landlord reserves the right to reasonably regulate the activities of Tenant in regard to deliveries and servicing of the Premises and Tenant agrees to abide by such regulations of Landlord.

4.14. Parking Facilities. Landlord may from time to time designate specific areas and parking facilities within the Center or in reasonable proximity thereto in which automobiles owned by Tenant or its employees, agents, licensees and concessionaires shall be parked. In this regard, Tenant shall furnish to Landlord upon request a complete list of license numbers of all automobiles operated by Tenant and its employees and agents, and Tenant agrees that no automobile or other vehicle owned by Tenant or any of its employees, agents, licensees or concessionaires shall at any time be parked in any part of the Center other than the specified areas designated for employee parking. If Tenant or its employees, agents, licensees, and/or concessionaires violate the provisions of the previous sentence, then Landlord has the right, after written notice to Tenant and if Tenant has not timely cured such violations, to charge Tenant as additional rent an amount equal to the daily rate or charge for such parking as established by Landlord from time to time for each day, or part thereof, such automobile or other vehicle is so parked, in addition to other remedies available to Landlord.

5. LEASE TERM.

5.1. Term of the Lease. The term of this Lease shall be the period of time specified in Section 1.4 above and shall commence on the Lease Commencement Date specified in Section 1.5 above; provided, however, that in the event Landlord permits Tenant to occupy all or any portion of the Premises prior to the Lease Commencement Date, such occupancy shall be subject to the terms and conditions of this Lease. The term of this Lease shall expire, without notice to Tenant, on the Expiration Date (as defined in this Section 5.1). If this Lease commences on any day other than the first day of a calendar month, the term of this Lease shall be extended by that part of one month necessary to cause the expiration of the term to be on the last day of a calendar month, such extension to be added to the first month of the first year of the Term that Tenant commences paying full Basic Rent. The Lease Commencement Date and the date of expiration of this Lease (subject to Tenant's option to extend, if any the "Expiration Date") shall be documented by Landlord and Tenant by execution of an "Acceptance of Premises Memorandum" attached hereto as Exhibit B and made a part hereof.

5.2. Surrender of Premises. Upon the expiration or earlier termination of this Lease, or upon the exercise by Landlord of any of its rights after a Tenant default, to re-enter the Premises (and in the case of a default and exercise of a remedy without terminating this

Lease) (the earlier of all such days is herein referred to as the "Required Surrender Date"), Tenant shall immediately surrender to Landlord the Premises, including, without limitation, all alterations and improvements to the Premises and all other property required to be left as otherwise provided in this Lease, all of which shall be in good order, repair and condition and broom clean. Notwithstanding the preceding sentence, Landlord may elect by written notice to Tenant that Tenant remove any Tenant Alterations or any other improvements made by or on behalf of Tenant, in which event Tenant shall, on or before the time of the surrender of the Premises as set forth in this Section 5.2, remove at its expense any such alterations and improvements (collectively "Tenant Alterations Required to be Removed"). Tenant shall at its expense, promptly repair any damage caused to the Premises or the Building in connection with Tenant's surrender of the Premises and/or the removal of Tenant Alterations Required to be Removed. If Tenant fails to surrender the Premises in the condition aforesaid or repair any such damage, then Landlord may restore the Premises to such a condition and/or make such repairs, as applicable, at Tenant's expense.

5.3. Tenant's FF&E. On the Required Surrender Date, Tenant shall remove all of Tenant's personal property (including, without limitation, all furnishings and equipment) and trade fixtures (collectively "Tenant's FF&E") from the Premises. If any of Tenant's FF&E is left in the Premises after the day on which Tenant's FF&E is required to be removed, then such Tenant's FF&E shall be considered abandoned and Landlord may, without liability to Tenant, dispose of all or any portion of same in such manner as Landlord deems advisable.

5.4. Holding Over. In the event Tenant, or any party claiming rights to this Lease under, by or through Tenant, retains possession of the Premises or any portion thereof after the Required Surrender Date (each such retention a "Holdover"), then, in such event, such possession shall be an unlawful detainer, no tenancy or interest shall result from such possession, such parties shall be subject to immediate eviction and removal, and Tenant shall, during the term of the Holdover, pay Landlord as rent for each month or portion thereof during the period of such holdover an amount equal to (a) one hundred and fifty percent (150%) of the monthly Basic Rent in effect immediately preceding the Holdover plus (b) one hundred percent (100%) of the monthly Additional Rent in effect immediately preceding such Holdover (collectively the "Holdover Rent"). In addition and without limiting the requirement of the payment of Holdover Rent, Tenant shall also pay to Landlord any and all damages sustained by Landlord as a result of such Holdover, which payment shall be made to Landlord upon Landlord's written demand. Tenant will vacate the Premises and deliver the same to Landlord immediately upon Tenant's receipt of notice from Landlord to so vacate. The Holdover Rent during such period shall be payable to Landlord on demand or if no demand is made then on the 1st day of each month during the term of the Holdover (without in any way implying or creating a month-to-month tenancy or any other tenancy). No holding over by Tenant shall operate to extend this Lease.

6. CONSTRUCTION AND DELIVERY OF PREMISES.

6.1. Delivery Date. Landlord will deliver the Premises to Tenant on the Lease Commencement Date. Tenant acknowledges and agrees that the Premises are being delivered in their "AS IS," "WHERE IS" condition and "WITH ALL FAULTS."

6.2. Construction of Improvements.

(a) Landlord's Construction Obligation. Landlord shall have no obligation to construct any improvements in, on or about the Premises in order to ready them for Tenant's occupancy and use.

(b) Tenant's Construction Obligation. All improvements made by or on behalf of Tenant in the Premises (collectively, "Tenant Improvements") shall be at Tenant's sole cost (except with respect to any improvements covered by the Tenant Allowance set forth and pursuant to Section 1.11, if any) and shall be constructed in a good and workmanlike manner and in accordance with all applicable laws and with the terms and conditions of this Lease, including, without limitation, this

Section 6 and Section 16 below. Tenant shall be permitted to commence construction after all required governmental permits, licenses and approvals for the construction of such improvements are obtained, and if Landlord's consent is required to attain any permits or approvals, such approval shall not be unreasonably withheld, conditioned or delayed, and any costs relating thereto shall be paid by Tenant upon demand. Tenant shall not be permitted to penetrate the roof or drill or cut through the structural elements of the Building without the express written consent of Landlord in its sole and absolute discretion. Without limiting the foregoing and even if Landlord consents to a roof penetration, Tenant shall be responsible for any damage to the roof and loss of roof warranty coverage resulting from such penetrations. Subject to the foregoing, as part of its initial Tenant Improvements, Tenant shall have the right to patch holes in the walls of the Premises and to paint the walls of the Premises.

6.3. Use of Existing Improvements. Tenant shall have the right to use any and all of the existing improvements within the Premises, in their AS IS, WHERE IS condition, with all defects and faults, patent and latent and known and unknown. By execution of this Lease, Tenant acknowledges that it has been given the right to inspect the improvements within the Premises and, by execution of this Lease, acknowledges that it has exercised such right to its full satisfaction. Tenant shall be responsible for any ongoing repairs and maintenance to the existing improvements that Tenant elects to use within the Premises or is deemed to have elected to use within the Premises.

6.4. Acceptance of Premises Memorandum. Upon Tenant's occupancy of the Premises, Tenant shall execute an "Acceptance of Premises Memorandum" in the form of Exhibit B attached to this Lease.

6.5. Effect of Occupying the Premises. Tenant, by entering into occupancy of any part of the Premises, shall be conclusively deemed to have agreed that Landlord up to the time of such occupancy had performed all of its obligations hereunder with respect to such part and that such part was in satisfactory condition and in full compliance with the requirements of this Lease as of the date of such occupancy.

7. COMMON AREAS.

7.1. Definition of Common Areas. The term "Common Area" or "Common Areas" is defined for all purposes of this Lease as that part of the Center intended for the common use of one or more tenants within the Center, as applicable, including among other facilities and without limiting the generality of the foregoing, Parking Facilities, private streets and alleys, courtyards and water features, landscaping, curbs, loading areas, sidewalks, promenades, lighting facilities, drinking fountains, public toilets, and the like, as well as building systems.

7.2. Landlord's Right to Change Common Areas. Landlord may substitute other common areas for existing Common Area and to change from time to time the identity, locations, type, location, and dimensions of the Common Area, the Building or any other buildings in, on, at, or near the Center and to construct additional buildings or additional stories to the Building or other existing buildings or other improvements in, on or near the Center. For example, and without limiting the generality of the immediately preceding sentence, Landlord may from time to time substitute for any parking area other areas reasonably accessible to the tenants of the Center, which areas may be elevated, surface or underground.

7.3. Tenant's Right to Use Common Areas. Tenant, its agents, employees, customers, invitees and licensees shall have the nonexclusive right to use the Common Area as constituted from time to time, such use to be in common with Landlord, other tenants in the Center and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe, including, but not limited to, the rules and regulations attached hereto as Exhibit C. Notwithstanding the preceding sentence, if a particular Common Area is not available for use by all tenants of the Center, as applicable, Tenant shall not have the right to use

such Common Area unless Tenant is designated as one to the Tenants entitled to use such Common Area. Tenant or any of its agents, representatives, employees or contractors will not access any building systems, without Landlord's prior written consent.

7.4. Operation and Maintenance of Common Area. Subject to Tenant's obligation to pay Tenant's Pro Rata Share of Common Area and Center Charges pursuant to Section 8.3 below, Landlord shall be responsible for the operation, management and maintenance of the Common Area, the manner of maintenance and the expenditures for Common Area to be in the sole discretion of Landlord but to be generally in keeping with the standards of the Center. Landlord shall have the right to select a person or entity, including, without limitation, the Owner's Association, if any, to perform any or all of Landlord's obligations with respect to the Common Area.

7.5. Owner's Association, Declarations of Covenants, Conditions and Restrictions, Easement Agreements and Other Covenants Running with the Land. If there exists any bylaws and/or regulations of an Owner's Association with respect to the Center or any development of which the Center is a part, a Declaration of Covenants, Conditions and Restrictions which affects the Center, any reciprocal easement agreement or other easement agreement which affects the Center or any other covenants running with the land that burdens the Center (collectively "Covenants, Conditions and Restrictions"), then Tenant's use of the Premises shall be subject to all such Covenants, Conditions and Restrictions, Tenant shall comply with the requirements thereof to the extent applicable to Tenant, and Common Area and Center Charges shall include, without limitation, any payments required to be made by Landlord under the applicable instrument.

8. RENTAL.

8.1. Annual Basic Rent. Commencing on the Rent Commencement Date, Tenant shall pay to Landlord the annual Basic Rent specified in Section 1.7 hereof. The annual Basic Rent shall be payable in twelve (12) equal installments (in the amount set forth in Section 1.7 of the Fundamental Lease Provisions) during each year, in advance, on the first day of each calendar month.

8.2. Additional Rent. Tenant shall also pay as additional rent (the "Additional Rent") all other sums of money or charges required to be paid pursuant to the terms of this Lease, whether or not the same is designated Additional Rent, including, without limitation, Tenant's Pro Rata Share of Common Area and Center Charges (defined below).

8.3. Common Area and Center Charges.

(a) Defined. "Common Area and Center Charges" shall mean the cost of operating, maintaining, repairing, and insuring, and paying the ad valorem taxes, general and special assessments, parking surcharges and other governmental charges payable with respect to, the Common Area and/or the Center, including, among other costs, (i) the cost of repairs and general maintenance and cleaning, trash removal, telephone service, and janitorial service and supplies, (ii) the cost of water, sewer, lighting, electrical, natural gas, cable and other utility services, (iii) the cost of fire and all other insurance maintained by Landlord in respect of the Center, (iv) management fees, rent for a management office on site if applicable, consulting fees, legal fees and accounting fees of all independent contractors engaged by Landlord or reasonably charged by Landlord if Landlord performs management services in connection with the Center, (v) fees for security and police services for the Center, (vi) municipal and governmental fees and charges payable by Landlord in connection with the Center, including, without limitation, permits and inspection fees, fire protection, and police protection, (vii) landscaping and flower maintenance, repair, and replacement; (viii) snow and ice removal with respect to the Common Areas; (ix) sweeping of Common Areas; (x) Real Estate Taxes with respect to the Center, provided that if the Premises are separately assessed, the amount of such taxes and assessments included in Common Area and Center Charges shall be limited to the Common Area's allocation of such taxes and assessments and Tenant shall be responsible for promptly and timely paying such

separate assessment, (xi) maintenance and repair of central Building systems (if any), including, without limitation, electrical, plumbing, mechanical, painting, roof and other systems; (xii) maintenance and repair of the Building including, without limitation, painting, except for repairs and maintenance of the foundation and structural elements of the exterior walls of the Building; (xiii) any and all charges for operation, maintenance, repair, striping, cleaning, and security for parking, (xiv) sales and use taxes; (xv) any all payments made by Landlord in connection with Covenants, Conditions and Restrictions, (xvi) the costs of any independent contractor engaged by Landlord to perform any of maintenance, repair, replacement, or operation of the Common Areas, (xvii) the costs to comply with any Applicable Laws (including, without limitation, rules and regulations promulgated thereunder) pertaining to the Center that are promulgated after the date of this Lease or to comply with regulations issued under any Applicable Law after the date of this Lease, with the understanding that such costs shall be amortized over the shortest period permitted under the Internal Revenue Code, using an interest rate of ten percent (10%) per annum, (xviii) Cost Saving Capital Improvement Amortization, and (xix) all other costs and expenses which would generally be regarded as operating and maintenance costs and expenses, including, without limitation, those which would normally be amortized over a period not to exceed ten (10) years. Any expenses directly billed to Landlord for fire, ambulance or police services that can reasonably be allocated to a specific tenant or tenants shall be charged to that tenant. Landlord shall not have the right to charge twice for the same goods or services. Common Area and Center Charges shall specifically exclude (1) interest, (2) reserves, (3) payments of principal on any Underlying Mortgage, (4) expenditure for land acquisition or acquisition of additional buildings, (5) costs of any ground lease or financing costs, (6) lease commissions, (7) leasehold improvement costs, (8) expense for which an individual tenant is liable other than as a payment of its pro rata share of Common Area and Center Charges, (9) costs of services delivered to only one tenant of the Center, (10) costs to repair and renovate the Building, (11) unless included in Common Area and Center Charges under clauses (xv), (xvii) or (xviii) preceding, costs which must be capitalized and amortized over a period of more than five (5) years under the internal revenue code, (12) contributions to charities, (13) costs incurred solely as a result of Landlord's gross negligence or willful misconduct, (14) costs reimbursed by insurance or any other source, other than through the payment of Common Area and Center Charges, (15) registration fees and travel costs related to seminars or conventions, and (16) marketing costs.

(b) "Cost Saving Capital Improvement" shall mean any equipment, device or other improvement acquired subsequent to commencement of construction of the Center (i) to achieve economies in the operation, maintenance and repair of the Buildings or other portions of the Center or (ii) to comply with any governmental requirements with respect to the Center, including, without limitation, fire, health, safety or construction requirements, if the cost of any such Cost Saving Capital Improvement thereof is capitalized on the books of Landlord in accordance with generally accepted accounting and management practices.

(c) "Cost Saving Capital Improvement Amortization" shall mean the amount determined by multiplying the actual cost of each Cost Saving Capital Improvement acquired by Landlord by the constant annual percentage, with interest at the rate of ten percent (10%) per annum, required to fully amortize such cost over the useful life of the Cost Saving Capital Improvements (as reasonably estimated by Landlord at the time of acquisition). The Cost Saving Capital Improvement Amortization shall be computed, allocated and charged to the Buildings and the Center in accordance with generally accepted accounting and management practices and shall be charged to Tenant as an amount per square foot of rentable area.

(d) "Real Estate Taxes" shall mean (i) all taxes, assessments (special or otherwise), parking assessments and substitutes for any such taxes and/or assessments, levied upon or with respect to the Center and taxes for any personal property used in connection therewith, including but not limited to any taxes

payable under the Covenants, Conditions and Restrictions, (ii) all taxes assessed against Landlord and (iii) all reasonable legal fees, costs and disbursements incurred in connection with proceedings to contest, determine or reduce any of the foregoing. Landlord may pay any such special assessments in installments when allowed by law, in which case, Real Estate Taxes shall include any interest charged. Real Estate Taxes shall not include income, franchise, transfer, inheritance or capital stock taxes, unless, due to a change in the method of taxation, any of such taxes are levied, assessed or imposed against Landlord in lieu of, or as a substitute, in whole or in part, for or as an addition to, any other tax which would otherwise constitute Real Estate Taxes. B. Landlord shall have the sole right to contest any taxes assessed against the Property. Landlord shall pay to or credit Tenant with any abatement, reduction or recovery of any taxes attributable to the lease term to the extent such abatement, reduction or recovery reduces Tenant's pro rata share of taxes for any calendar year within the Term, less Tenant's pro rata share of all costs and expenses incurred by Landlord, including attorneys' fees, in connection with such abatement, reduction or recovery.

8.4. Payment and Estimates of Common Area and Center Charges. Commencing on the Lease Commencement Date, Tenant shall pay to Landlord, in addition to Basic Rent and as Additional Rent, an amount equal to the Common Area and Center Charges for the applicable calendar year multiplied by Tenant's Percentage ("Tenant's Pro Rata Share of Common Area and Center Charges"). For purposes hereof, "Tenant's Percentage" means a fraction, the numerator of which is the gross leasable area of the Premises, and the denominator of which is the gross leasable area of the Center, all as reasonably determined by Landlord, and Tenant's Percentage as of the date of this Lease is 17.37%. Tenant's Pro Rata Share of Common Area and Center Charges are estimated to be \$16.43 per rentable square foot of the Premises. Notwithstanding anything to the contrary herein, Tenant acknowledges and agrees that the foregoing is an estimate only and shall not limit or otherwise modify Tenant's obligation to pay Tenant's pro Rata Share of Common Area and Center Charges in accordance with the terms of this Lease. Prior to the commencement of each calendar year, or as soon thereafter as reasonably possible, Landlord shall furnish to Tenant a statement of Landlord's reasonable estimate of the Common Area and Center Charges incurred or expected to be incurred during such year and an estimate of Tenant's Pro Rata Share of Common Area and Center Charges for such year. Commencing on the Lease Commencement Date, Tenant shall pay to Landlord one-twelfth (1/12th) of the amount of said estimated Tenant's Pro Rata Share of Common Area and Center Charges on each monthly rent payment date until further adjustment pursuant to this Section 8.4. If Landlord's statement is furnished after the first day of a calendar year, Tenant shall pay all portions of Tenant's Pro Rata Share of Common Area and Center Charges attributable to portions of such year prior to Tenant's receipt of Landlord's statement on the first monthly rent payment date after Tenant's receipt of Landlord's statement. With reasonable promptness after the expiration of each calendar year, Landlord shall furnish to Tenant a statement prepared and signed by Landlord showing the actual Common Area and Center Charges during the previous calendar year, the difference, if any, between Landlord's estimated amounts thereof and the actual amounts and showing the aggregate amount of any charge or credit to Tenant necessary to adjust rent previously paid by Tenant to the actual Common Area and Center Charges. Within thirty (30) days following receipt of said statement by Tenant, Tenant shall, in case of any underpayment, pay to Landlord an amount equal to such underpayment or Landlord shall, in case of an overpayment, credit the next monthly rental payment of Tenant with an amount equal to such overpayment, except if the Lease shall have expired, in which case Landlord shall pay to Tenant such amount within thirty (30) days. Any delay or failure of Landlord in delivering any estimate or statement of Tenant's Pro Rata Share of Common Area and Center Charges, or in computing or billing Tenant's Pro Rata Share of Common Area and Center Charges, shall not constitute a waiver of Landlord's rights to collect Tenant's Pro Rata Share of Common Area and Center Charges or in any way impair the continuing obligations of Tenant under this Section 8.

8.5. Late Charge and Interest.

(a) Late Charge. If Tenant shall fail to pay any rental designated in this Section 8 (including, without limitation, any Common Area and Center Charges) within ten (10) days from its due date, for any reason whatsoever, then, in addition to the past due amount(s), Tenant shall pay to Landlord, as a late charge and in consideration of the additional costs incurred by Landlord and the additional record-keeping required to be performed by Landlord, the sum equal to five percent (5%) of the amount due (the "Late Charge"), it being agreed by Landlord and Tenant that such additional costs cannot be precisely calculated and both parties agree that the foregoing late charge constitutes an approximation of such costs which is fair to both Tenant and Landlord.

(b) Default Interest. In addition to the Late Charge, Landlord may charge Tenant interest on any amount past due at the rate of eighteen percent (18%) per annum. The assessment or payment of such late charge or interest, however, shall not excuse or be deemed to cure any default by Tenant hereunder. Such interest shall accrue continuously on any unpaid balance due to Landlord by Tenant, during the period commencing on the rental due date and terminating on the date on which the Tenant makes full payment of all amounts owing to Landlord at the time of said payment.

8.6. No Offset. All rentals to be paid by Tenant to Landlord shall be in lawful money of the United States of America and shall be paid without deduction or offset, except as otherwise expressly provided herein, and without prior notice or demand, and at such place or places as may be designated from time to time by Landlord.

8.7. Lease Year. The term "Lease Year," for purposes of this Lease, is defined to mean each successive period of 12 full consecutive calendar months during the term of this Lease provided that, in accordance with Section 5.1 above, the first Lease Year shall include any partial calendar month in which the Lease Commencement Date occurs.

8.8. Proration. The amount of rent payable by Tenant under this Section 8 for any partial month shall be prorated on a daily basis.

8.9. Personal Property Taxes. Tenant shall be liable for all taxes levied against personal property and trade fixtures placed by Tenant in the Premises. If any such taxes are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

8.10. Time of Payment. Unless otherwise specified herein, all charges, expenses, costs or fees for which Tenant is liable under this Section 8 shall be paid on the first day of each month by Tenant to Landlord, with the exception that the first payment shall be due on the Lease Commencement Date.

9. TENANT'S INSURANCE.

9.1. Commercial General Liability, Workers' Compensation and Product's Liability. Tenant shall at all times during the term hereof and at its own cost and expense procure and continue commercial general liability insurance, products liability insurance, workmen's compensation insurance and bodily injury liability and property damage liability insurance adequate to protect Landlord against liability for injury to or death of any person in connection with the use, operation or condition of the Premises, as determined from time to time by Landlord and its mortgagee. Notwithstanding the foregoing, such insurance at all times shall be in an amount of not less than Two Million Dollars (\$2,000,000), combined single limit and shall be on a full replacement cost basis subject only to such deductibles and exclusions as Landlord may approve. The public liability insurance required shall include dram shop liability insurance if the Premises serve alcoholic beverages.

9.2. Leasehold Improvements and Plate Glass Insurance. Tenant shall at all times during the term hereof maintain in effect policies of insurance covering (i) its leasehold improvements (including, without limitation, any alterations, additions or improvements as may be made by Tenant pursuant to the provisions of this Lease) trade fixtures, merchandise and other personal property from time to time in, on or upon the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time during the term of this Lease, providing protection against any peril included within the classification "Fire and Extended Coverage," together with insurance against sprinkler damage, vandalism and malicious mischief and (ii) all plate glass on, the Premises. The proceeds of such insurance, so long as this Lease remains in effect, shall be used for the repair or replacement of the property so insured. Upon termination of this Lease, the proceeds under (i) above, shall be paid to Tenant, and the proceeds under (ii) above, shall be paid to Landlord. The full replacement value of the items to be insured under this Section 9.2, shall be determined by the company issuing the insurance policy at the time the policy is initially obtained, and shall be increased as reasonably requested by Landlord from time to time.

9.3. Requirements of Insurance. Responsible insurance companies, qualified to do business in the state in which the Center is located and reasonably acceptable to Landlord, shall issue all insurance required to be carried by Tenant hereunder. Each policy shall name Landlord and Landlord's lender as additional insureds, as each of their interest may appear, and copies of all certificates evidencing the existence and amounts of such insurance, shall be delivered to Landlord by Tenant prior to Tenant's opening for business in the Premises (with the understanding that the certificates evidencing the coverage required by Sections 9.1 and 9.2 shall be Accord Form 27), or delivered to Landlord upon reasonable request. No such policy shall be cancelable or altered except after thirty (30) days written notice to Landlord. Tenant shall, at least ten (10) days prior to the expiration of any such policy, furnish Landlord with renewals or "binders" thereof, or Landlord may, but shall not be obligated to, order such insurance and charge the reasonable cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Any policy may be carried under so-called "blanket coverage" form of insurance policies, provided any such blanket policy specifically provides that the amount of insurance coverage required hereunder shall in no way be prejudiced by other losses covered by the policy. Neither the issuance of any such insurance policy nor the minimum limits specified in this Section 9 with coverage shall be deemed to limit or restrict in any way Tenant's liability arising under or out of this Lease.

9.4. Waivers of Subrogation.

(a) Waiver of Subrogation. Landlord and Tenant each hereby waives and releases any rights it may have against the other (including, but not limited to, a direct action for damages of any kind, including, but not limited to, liability for loss of rents, interruption of business, or any other rents or profits) on account of any loss or damage occasioned to Landlord or Tenant, as the case may be (**EVEN IF (A) SUCH LOSS OR DAMAGE IS CAUSED BY THE FAULT, NEGLIGENCE OR OTHER TORTIOUS CONDUCT, ACTS OR OMISSIONS OF THE RELEASED PARTY OR THE RELEASED PARTY'S DIRECTORS, EMPLOYEES, AGENTS OR INVITEES AND/OR (B) THE RELEASED PARTY IS STRICTLY LIABLE FOR SUCH LOSS OR DAMAGE; PROVIDED, HOWEVER, NEITHER OF THE PARTIES SHALL BE RELEASED FOR ANY LOSS OR DAMAGE OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH PARTY OR ITS DIRECTORS, EMPLOYEES OR AGENTS**), to their respective property, the Premises, its contents or to any other portion of the Building arising from any risk (without regard to the amount of coverage or the amount of deductible) covered by the insurance required to be carried by Tenant under this Section 9 (whether through third party insurance, self-insurance retentions, "captive" insurance carriers or other self-insurance maintained by a party, including, without limitation, self-insurance obtained through deductibles). The foregoing waiver and release shall be effective even if Tenant fails to carry the casualty insurance required by this Section 9 or provide self-insurance through self-

insurance retentions, "captive" insurance carriers or other self-insurance maintained by a party, including, without limitation, self-insurance attained through deductibles (to the extent permitted under this Section 9). Without in any way limiting the foregoing waiver and release and to the extent permitted by applicable law, the parties hereto each, on behalf of their respective insurance companies insuring the property of either Landlord or Tenant against any such loss, waive any right of subrogation that Landlord or Tenant or their respective insurers may have against the other party or their respective officers, directors, employees, agents or invitees and all rights of their respective insurance companies based upon an assignment from its insured.

(b) Notice to Insurance Companies. Each party to this Lease agrees to give to each such insurance company written notification of the terms of the mutual waivers contained in this Section 9 and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers. Each of the parties agrees that the foregoing release and waiver applies to any deductibles or self-insured retentions or the like maintained by such party.

(c) No Effect on Indemnity. The release and waiver under subsection (a) shall in no way be construed or interpreted to limit or restrict any indemnity or other waiver made by Tenant under the terms of this Lease.

10. UTILITIES AND SERVICES.

10.1. Payment of Utility Costs. Landlord shall cause to be provided to the Premises gas, power and electric current, and all costs for such utilities shall be included in the Common Area and Center Charges and billed to and paid by Tenant as provided in Section 8 above. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Premises, and no such failure or interruption shall entitle Tenant to terminate this Lease or to abate payment of any portion of the rent due hereunder. Tenant shall promptly pay for any utilities used in connection with the Premises that are not provided by Landlord.

10.2. HVAC. Landlord shall cause to be provided on all days during which Tenant is required to operate under the terms of this Lease heating, ventilation and air conditioning (collectively, "HVAC") serving the Premises, at such reasonable temperatures when in the reasonable judgment of Landlord, it is required for the comfortable occupancy of the Premises, subject to any governmental standards or requirements relating to, among other things, energy conservation. The Landlord, based on the cost for providing such services, shall reasonably determine the minimum charge in the hourly rate for the use of after-hours heating or air conditioning from time to time and the Landlord's determination shall be confirmed in writing to the Tenant. The cost of all HVAC services provided to the Premises shall, at Landlord's option, be included in Common Area and Center Charges or separately billed to Tenant and payable upon demand.

10.3. Interruption of Services. Landlord shall not be liable for, and Tenant shall not be entitled to, any abatement or reduction of Rent by reason of Landlord's failure to maintain temperature or electrical constancy levels or to furnish any of the foregoing services required to be provided by Landlord, nor shall any such failure, stoppage or interruption of any such service be construed as an eviction of Tenant, entitle Tenant to terminate this Lease or relieve Tenant from the obligation to perform any covenant or agreement herein, and in no event shall Landlord be liable for damage to persons or property, or in default hereunder, as a result of such failure, stoppage or interruption of any such service. In the event of any failure, stoppage or interruption thereof, however, Landlord shall use reasonable diligence to resume service promptly. In addition, the cost of compliance and alterations as a result of governmental regulation, moratorium or other governmental action shall be deemed to be a Cost Saving Capital Improvement.

11. INDEMNITY. Tenant hereby agrees to indemnify, protect, defend and hold harmless Landlord and its members, managers, shareholders, partners, directors, officers,

agents employees, contractors, successors and assigns (collectively, the “Landlord Parties”) from and against any and all claims arising from Tenant's construction on or use of the Premises for the conduct of its business or from any activity, work, or things done, permitted or suffered by Tenant and its agents and employees in or about the Premises, and further agrees to indemnify, protect, defend and hold harmless Landlord and the other Landlord Parties from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, or any of its agents, representatives, contractors, employees, customers, guests, invitees or any other person in or about the Premises and from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred as a result of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord or any of the other Landlord Parties by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel chosen by Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises from any cause, except Landlord's gross negligence or willful misconduct, and Tenant hereby waives all claims in respect thereof against Landlord, except for claims arising out of Landlord's gross negligence or willful misconduct.

11.1. Environmental Indemnity. In addition to the foregoing, Tenant, its successors, assigns and guarantors, shall indemnify, defend, reimburse and hold harmless Landlord from and against any and all damages arising from the release of “Hazardous Substances,” as further described on Exhibit D, caused by Tenant's use or occupancy of the Premises, or arising in any manner whatsoever out of Tenant's violation of any Environmental Requirements pertaining to the Premises and the activities thereon, or the breach of any warranty or covenant or the inaccuracy of any representation of Tenant contained in this Lease. “Environmental Requirements” means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals and similar items, of all governmental authorities or instrumentalities of the United States, Colorado, the County of Douglas, and all applicable judicial, administrative and regulatory decrees, judgments or orders relating to the protection of human health or the environment.

12. EXEMPTION OF LANDLORD FROM LIABILITY. Tenant hereby agrees that Landlord and the other Landlord Parties shall not be liable to Tenant or any other party for injury or damage which may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, agents, representatives, invitees or customers, or by any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Premises or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Premises or from other sources. Tenant further agrees that Landlord and the other Landlord Parties shall not be liable for any damages arising from any act or neglect of any other tenant of the Center. In no event shall the liability of Landlord or any of the Landlord Parties arising out of this Lease exceed Landlord's interest in the Center. In no event shall Landlord or any of the Landlord Parties be liable for consequential, punitive or special damages arising out of the actions of Landlord or any other person or entity for whose actions Landlord is legally responsible.

13. QUIET POSSESSION. Landlord agrees that Tenant, upon paying the rent and performing the covenants and conditions of this Lease, may quietly have, hold and enjoy the demised Premises during the term hereof, subject to the terms and conditions of this Lease.

14. ESTOPPEL CERTIFICATE.

14.1. Requirement to Deliver Estoppel Certificate. Tenant shall at any time and from time to time during the Lease Term upon not less than ten (10) days prior written notice by Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been

modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Basic Rental, Additional Rent and other charges have been paid in advance, if any, stating whether or not to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which Tenant may have knowledge and containing any other information and certifications which reasonably may be requested by Landlord or the holder of any Underlying Mortgage or a purchaser of the Center. Any such statement delivered pursuant to this subsection may be relied upon by any prospective purchaser of the fee of the Center or any mortgagee, ground lessor or other like encumbrances thereof or any assignee of any such encumbrances upon the Center. Further, upon request Tenant will supply to Landlord a corporate resolution certifying that the party signing said statement on behalf of Tenant is properly authorized to do so

14.2. Failure to Deliver Estoppel Certificate. Tenant's failure to deliver such statement within such time shall be a default under this Lease and shall be conclusive upon Tenant that (i) this Lease is in full force and effect, without modification except as may be represented by Landlord; (ii) there are no uncured defaults in Landlord's performance; (iii) that not more than one (1) month's rent has been paid in advance; and (iv) that such other matters addressed therein are as represented by Landlord.

14.3. Financial Information. Tenant will submit to Landlord current financial statements of (i) Tenant, certified by Tenant's chief financial officer, consisting of a balance sheet, income statement, profit and loss statement and gross sales for the Tenant during the immediately preceding Lease Year; and/or (ii) Guarantor upon request by Landlord. Notwithstanding the foregoing, Tenant shall only be required to submit such financial statements to Landlord: (i) on or before the sixtieth (60th) day after the expiration of any prior twelve (12) month period during the Term and any Options; (ii) in the event Tenant is or has been in Default or if facts exist which with the passage of time, notice, or both would constitute a Default by Tenant under this Lease in the preceding twelve (12) month period; or (iii) upon any proposed sale or refinance of the Premises by Landlord.

15. REPAIRS AND MAINTENANCE.

15.1. Tenant's Maintenance and Repair Obligation. Tenant shall, during the term of this Lease and at Tenant's cost, keep the Premises and all fixtures and equipment installed therein in good order, condition and repair, including, without limitation, the interior walls, ceiling, floor and floor coverings; all windows, doors, door frames, and door closures; any special entry; all plate glass, storefronts and showcases; all carpeting and other floor coverings; all signs; and all lighting fixtures; provided, however, that Tenant shall provide Landlord with prompt written notice of any maintenance concerns with the electrical, plumbing, HVAC, sprinkler or other building systems, in which event Landlord shall maintain or repair such systems, and the costs to maintain or repair the building systems and/or components thereof serving the Premises shall be included in Common Area and Center Charges, or, if due to the negligence or willful misconduct of Tenant or any of Tenant's officers, employees, agents, contractors or invitees, such costs shall be separately billed to Tenant and shall be payable upon demand. The Landlord shall have the HVAC units on the roof of the premise serviced quarterly. Payment for this service and maintenance will be a part of the Common Area and Center Charges. Landlord shall have no obligations to repair or maintain the Premises or improvements constructed therein except as otherwise provided in this Lease. Tenant expressly agrees that the use of roof areas shall be limited to ingress for maintenance purposes only and only with Landlord's prior written consent, which shall not be unreasonably withheld or delayed, and that said roof areas shall not be used for storage of inventory or for any other use. Tenant shall maintain termite and pest extermination services for the Premises and otherwise keep the Premises in a sanitary condition.

15.2. Landlord's Right to Cure. If Tenant refuses or neglects to make necessary repairs and/or maintain the Premises, or any part thereof, in a manner reasonably satisfactory to Landlord, Landlord shall have the right, after seven (7) days written notice (except in case of emergency, in which event no notice need be given) to Tenant, but shall not be obligated,

to make such repairs or perform such maintenance on behalf of or for the account of Tenant. In such event, Tenant shall pay for such work as Additional Rent upon demand.

15.3. Landlord's Maintenance and Repair Obligations. Subject to Section 8, and without limitation of Tenant's maintenance and repair obligations under this Section 15 and elsewhere in this Lease, Landlord shall keep in good order, condition and repair the foundation and structural elements of the Center, including the foundation, exterior walls and roof, and the Parking Facilities. Notwithstanding the foregoing, Tenant shall be solely responsible for any maintenance, repairs or replacements necessitated by the acts or omissions of Tenant or its agents, employees, contractors, licensees or invitees.

16. ALTERATIONS.

16.1. Tenant Alterations/Required Consent/Conditions. Tenant shall make no alterations, repairs, additions or improvements in, to or about the Premises, including, without limitation, the Tenant Improvements (collectively "Tenant Alterations"), without the prior written consent of Landlord in its sole and absolute discretion. If Landlord consents to any Tenant Alterations, Landlord may impose as a condition to such consent such requirements as Landlord, in its sole discretion, may deem necessary or desirable, including, without limitation, (a) the right to approve the plans and specifications for any work, (b) the right to require insurance satisfactory to Landlord, (c) the right to require security for the full payment for any work, including, without limitation, performance bonds, (d) requirements as to the manner in which or the time or times at which work may be performed and (e) the right to approve the contractor or contractors to perform Tenant Alterations. All Tenant Alterations shall be completed in accordance with Landlord's requirements and all Applicable Laws and insurance carriers. Tenant shall, at Tenant's sole cost and expense, be responsible for any alterations, modifications or improvements to the interior of the Premises, and the acquisition of any auxiliary aids, required under the Americans with Disabilities Act. Tenant shall pay to Landlord actual costs for reviewing and inspecting all Tenant Alterations to assure full compliance with the terms hereof. If requested by Landlord, Tenant shall provide Landlord with copies of all contracts, receipts, paid vouchers, and any other documentation in connection with the construction of such Tenant Alterations or improvements. Tenant shall promptly pay all costs incurred in connection with all Tenant Alterations or improvements and shall not permit the filing of any mechanic's lien or other lien in connection with any Tenant Alterations. If a mechanic's lien or other lien is filed against the Premises or any portion thereof as a result of Tenant Alterations or Tenant Improvements or any other work performed by or on behalf of Tenant or as a result of any other action of Tenant (including, without limitation, non-payment to vendors, architects, engineers, suppliers, material men or laborers), Tenant shall discharge or cause to be discharged such lien within ten (10) days after Tenant receives notice of the filing thereof. Any increase in any tax, assessment or charge levied or assessed as a result of any Tenant Alterations shall be payable by Tenant upon demand. If Tenant fails to cause such lien to be discharged within such 10-day period, Landlord shall have the right to cause the removal of the lien, in which event Tenant shall, on demand, reimburse Landlord for all costs incurred by Landlord in connection with the removal of such lien, including, but not limited to, the amounts paid to the holder of such lien and attorneys' fee and expenses.

16.2. Ownership of Tenant Alterations. All Tenant Alterations attached to, or built into, the Premises, including, without limitation, floor coverings, draperies, wall coverings, paneling, molding, doors, vaults, plumbing systems, electrical systems, mechanical systems, HVAC, lighting systems, sound insulation equipment, communication wiring and outlets for the systems mentioned above and for all telephone, radio, telegraph and television purposes, and any special ceiling installations, shall become the property of Landlord and shall be surrendered with the Premises, as a part thereof, at the end of the term of this Lease; provided, however, Landlord may, by written notice to Tenant at least thirty (30) days prior to the end of the term of this Lease, require Tenant to remove any Tenant Alterations designated by Landlord to be removed, and to repair any damage to the Premises caused by such removal, all at Tenant's sole expense.

16.3. Personal Property. Any articles of personal property, including business and trade fixtures not attached to, or built into, the Premises, machinery and equipment, freestanding

cabinet work, furniture and movable partitions, which were installed by Tenant in the Premises at Tenant's sole expense and which were not installed in connection with a credit or allowance granted by Landlord or in replacement for an item which Tenant would not have been entitled to remove, shall be and remain the property of Tenant and may be removed by Tenant at any time during the term of this Lease as long as Tenant is not in default hereunder and provided that Tenant repairs any damage to the Premises or the Center caused by such removal.

17. RIGHT OF ENTRY. After prior oral notice to Tenant, Landlord and its agents and representatives shall have the right, at all reasonable times, but in such manner as to cause as little disturbance to Tenant as reasonably practicable, to enter the Premises for purposes of inspection, to post notices of non-responsibility, to protect the interest of Landlord in the Premises, to supply any services to be provided by Landlord hereunder, to perform all required or permitted work therein, including, without limitation, the erection of scaffolding, props and other mechanical devices for the purpose of making alterations, repairs or additions to the Premises or any portion of the Center which are provided for in this Lease or required by law. Landlord and its agents and representatives shall also have the right, at all reasonable times, to show the Premises to prospective tenants (during the last six (6) months of the term of this Lease), lessors of superior leases, mortgagees, prospective mortgagees or prospective purchasers of the Center. Notwithstanding the preceding provisions, Landlord shall also have the right to enter upon the Premises at any time and without prior notice in the case of emergency, provided that Landlord shall inform Tenant of the existence of the emergency as soon as is reasonably possible thereafter. No entry pursuant to this Section 17 shall be construed under any circumstances as a forcible or unlawful entry into, or a detainer of, or an eviction of Tenant, and Tenant hereby waives any claim against Landlord or its agents or representatives for damages for any injury or inconvenience to or interference with, Tenant's business or quiet enjoyment of the Premises, except for Landlord's gross negligence or willful misconduct.

18. DAMAGE AND DESTRUCTION.

18.1. Damage Which Can be Repaired within 180 Days. In the event the Premises are damaged by fire or other casualty and if said damage can be fully repaired within one hundred eighty (180) days after notice to Landlord of the occurrence of the damage, Landlord shall repair such damage with reasonable diligence after receipt of insurance proceeds and in a manner consistent with the provisions of any Underlying Mortgage, as hereinafter defined.

18.2. Damage Which Cannot be Repaired within 180 Days. If the Premises are damaged by fire or other casualty so the repair of the Premises cannot, in Landlord's reasonable opinion, be completed within one hundred eighty (180) days after notice to Landlord of the occurrence of the damage ("Substantial Damage"), Landlord shall have the option, to be exercised by written notice to Tenant within thirty (30) days after Landlord receives notice of the occurrence of the damage, either to (a) make such repairs within a reasonable time after receipt of insurance proceeds, in which event this Lease shall continue in full force and effect and the rent shall be abated in the manner and to the extent provided in Section 18.1 above, or (b) terminate this Lease as of a date not less than thirty (30) days or more than sixty (60) days after Landlord's notice to Tenant.

18.3. Total or Extensive Destruction of Center. If the Center is totally destroyed or is so extensively damaged that the repair thereof cannot, in Landlord's reasonable opinion, be completed within one hundred eighty (180) days after the occurrence of the damage or destruction, or if substantial alteration or reconstruction of the Center is required, in Landlord's reasonable opinion, as a result of the damage, then Landlord shall have the option, to be exercised by written notice to Tenant within ninety (90) days after the occurrence of the damage or destruction, either to (a) terminate this Lease as of a date not less than thirty (30) days nor more than sixty (60) days after Landlord's notice to Tenant, or (b) repair and rebuild the Center within a reasonable time after receipt of insurance proceeds, in which event this Lease shall continue in full force and effect.

18.4. Abatement of Rent. In the event a casualty causes any part of the Premises to be rendered untenantable for the conduct of Tenant's business, Tenant vacates such untenantable portion of the Premises and this Lease is not terminated on account of the casualty, the annual Basic Rent shall be reduced and abated in proportion to the part of the Premises which is so rendered untenantable until the damaged portion of the Premises have been made tenantable for the conduct of Tenant's business or until the term of this Lease expires or terminates, whichever occurs first; provided that (a) there shall be no abatement of rent with respect to any portion of the Premises which is rendered unusable for a period of ten (10) days or less, (b) there shall be no abatement of rent if Landlord provides other space in the Center to Tenant which is reasonably suited for the temporary conduct of Tenant's business, and (c) there shall be no abatement of rent whatsoever with respect to any damage caused in whole or in part by the negligence or willful act of Tenant, its agents, employees, contractors, licensees or invitees.

18.5. Effect of Termination. In the event Landlord or Tenant terminates this Lease pursuant to the terms of Section 18.2 or 18.3, this Lease and the estate and interest of the Tenant in the Premises shall terminate and expire on the date specified in Landlord's or Tenant's notice of termination, as the case may be, and the rent payable hereunder shall be prorated as of such date, subject to rent abatement, if any, to the extent provided in Section 18.4.

18.6. Negligent Actions. Subject to Section 11 hereof, nothing contained in Sections 18.1, 18.2 and 18.3 shall relieve, discharge or any way affect Tenant's liability to Landlord in connection with any damage or destruction to the Premises or the Center arising out of the negligent or willful acts or omissions of Tenant, its agents, employees, contractors, licensees and invitees.

18.7. Exculpation. Landlord shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises or the Center as a result of any damage from fire or other casualty. Furthermore, in the event of such damage from fire or other casualty, Landlord shall have no obligation to expend any amount for the repair of the Premises beyond the base building work that existed prior to the loss.

18.8. Controlling Agreement. The provisions of this Lease, including, without limitation, this Section 18, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises or the Center, and any statute, case law, or regulation of the state in which the Center is located with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute, case or regulation, now or hereafter in effect, shall to the maximum extent permitted by law have no application to this Lease or any damage or destruction to all or any part of the Premises or the Center.

19. EMINENT DOMAIN.

19.1. Condemnation of Premises. If all of the Premises are condemned or taken in any manner for public or quasi-public use or are sold or transferred to the condemning party either under the threat of condemnation or while legal proceedings are pending, this Lease shall automatically terminate as of the date of the vesting of title as a result of such condemnation or other taking. If a part of the Premises are so condemned, taken, sold or transferred, this Lease shall automatically terminate as to the portion of the Premises so taken as of the date of the vesting of title as a result of such condemnation or taking.

19.2. Condemnation of Center. If such portion of the Center is condemned or otherwise taken, sold or transferred, so as to require, in the opinion of Landlord, a substantial alteration or reconstruction of the remaining portions thereof, this Lease may be terminated by Landlord, as of the date of the vesting of title as a result of such condemnation or taking, by written notice to Tenant within sixty (60) days following notice to Landlord of the date on which said vesting will occur. If such portion of the Premises is taken, sold or transferred, as to render the remaining portion untenantable and unusable by Tenant in Tenant's reasonable discretion, this Lease may be terminated by Tenant as of the date of

the vesting of title as a result of such condemnation or taking, by written notice to Landlord within sixty (60) days following notice to Tenant of the date on which said vesting will occur.

19.3. Award. Landlord shall be entitled to the entire award in any condemnation proceeding or other proceeding for taking for public or quasi-public use, including, without limitation, any award made for the value of the leasehold estate created by this Lease. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award which may be made in such condemnation or other taking, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made to Tenant for its relocation expenses or the taking of personal property and fixtures belonging to Tenant.

19.4. Partial Condemnation Not Resulting in Termination. In the event of a partial condemnation or other taking which does not result in a termination of this Lease as to the entire Premises, the Basic Rent shall be abated in proportion to the portion of the Premises taken by condemnation or other taking.

19.5. Temporary Condemnation. If all or any portion of the Premises are condemned or otherwise taken for public or quasi-public use for a limited period of time, this Lease shall remain in full force and effect and Tenant shall continue to perform all of the terms, conditions and covenants of this Lease, including, without limitation, the payment of Basic Rent and all other amounts required hereunder. Tenant shall be entitled to receive the entire award made in connection with any such temporary condemnation or other taking attributable to any period within the term of this Lease. Landlord shall be entitled to the entire award for any such temporary condemnation or other taking that relates to a period after the expiration of the term of this Lease. Tenant shall restore the Premises as nearly as possible to the condition prior to the condemnation or other taking, at Tenant's sole cost and expense and Tenant shall receive the portion of the award attributable to such restoration; however, if the award is insufficient to permit such restoration then notwithstanding the provisions in Section 19.4, Tenant shall not be obligated to restore the Premises and the entire condemnation award shall be delivered to Landlord and either Landlord or Tenant may terminate this Lease on thirty calendar (30) days written notice to the other, which notice shall be delivered within thirty (30) calendar days after the condemning authority has taken possession of the condemned area.

19.6. Total Agreement. This Section 19 constitutes the total agreement between the parties regarding condemnation.

20. ASSIGNMENT AND SUBLETTING.

20.1. Prohibition on Assignment and Subletting. Tenant shall not assign this Lease, or allow it to be assigned, in whole or in part, directly or indirectly, voluntarily or by operation of law or otherwise, or mortgage or pledge the same, and Tenant shall not permit any other party to sublet or otherwise occupy or use all or any portion of the Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. No assignee or subtenant of the Premises or any portion thereof may assign or sublet the Premises or any portion thereof.

20.2. Notice. If Tenant desires to assign or sublet all or any part of the Lease or the Premises, it shall so notify Landlord at least thirty (30) days in advance of the date on which Tenant desires to make such assignment or sublease. Tenant shall provide Landlord with a copy of the proposed assignment or sublease, and such information as Landlord might request concerning the proposed assignee or subtenant to allow Landlord to make informed judgments as to the financial condition, reputation, operations and general desirability of the proposed assignee(s) or subtenant(s). Landlord and Tenant hereby acknowledge that this provision regarding assignment and subletting and Landlord's right to exercise discretion with respect thereto, has been fully and freely negotiated, and Tenant

shall be required to pay to Landlord an administrative fee of \$1,000, for reviewing any request and documentation regarding assignment or subletting. Within twenty (20) days after Landlord's receipt of Tenant's proposed assignment or sublease, and all required information concerning the proposed assignee(s) or subtenant(s), Landlord shall in its sole discretion have the option to:

- (a) Consent to the proposed assignment or sublease, in which event, however, if the rent due and payable by any assignee or subtenant under any such permitted assignment or sublease (or a combination of the rent payable under such assignment or sublease plus any bonus or any other consideration therefor or any payment incident thereto) exceeds the rent payable under this Lease for such space, Tenant shall pay to Landlord all such excess rent and other excess consideration within ten (10) days following receipt thereof by Tenant; or
- (b) Refuse its consent to the proposed assignment or sublease, which option shall be deemed to be elected unless Landlord gives Tenant written notice providing otherwise.

20.3. Tenant Not Released. No consent by Landlord to any assignment or sublease by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether arising before or after the assignment or sublease, including, without limitation, an assignment or sublease to an Affiliate. The consent by Landlord to any assignment or sublease shall not relieve Tenant from the obligation to obtain Landlord's express written consent to any other assignment or sublease. Any assignment or sublease that is not in compliance with this Section 20 shall be voidable and, at the option of Landlord, shall constitute a material default by Tenant under this Lease. The acceptance of rent by Landlord from a proposed assignee or subtenant shall not constitute the consent to such assignment or sublease by Landlord.

20.4. Liability of Assignee and Subtenant. Each assignee, subtenant, mortgagee, pledgee, or other transferee, other than Landlord, shall assume, as provided in this Section 20.4, all obligations of Tenant under this Lease (including, without limitation, those contained in this Section 20 on subletting, assignment, transfer, hypothecation, sale and encumbrance), and shall be and remain liable jointly and severally with Tenant for the payment of the rent and the obligation to maximize percentage rent, and for the performance of all the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the term of this Lease; provided, however, that the assignee, subtenant, mortgagee, pledgee or other transferee shall be liable to Landlord for rent only in the amount set forth in the assignment or sublease. No assignment shall be binding on Landlord unless the assignee or Tenant shall deliver to Landlord a counterpart of the assignment and an instrument in recordable form which contains a covenant of assumption by the assignee satisfactory in substance and form to Landlord, consistent with the requirements of this Section 20.4, but the failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge the assignee from its liability as set forth above.

20.5. Assignment under Bankruptcy Code. If this Lease is assigned to any person or entity pursuant to the provisions of the Federal Bankruptcy Code, 11 U.S.C. Section 101, et seq., as subsequently amended (the "Bankruptcy Code"), any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment will be paid or delivered to Landlord, will be and remain the exclusive property of Landlord and will not constitute property of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other consideration constituting Landlord's property under the preceding sentence not paid or delivered to Landlord will be held in trust for the benefit of Landlord and be promptly paid to or turned over to Landlord. For purposes of Section 365(f)(2) of the Bankruptcy Code, "adequate assurances of future performance" will include, but not be limited to, a security deposit, net worth, and creditworthiness equal to that of Tenant on the date of this Lease. Any person or entity, to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, will be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the

date of such assignment. Any such assignee will upon demand execute and deliver to Landlord an instrument confirming such assumption.

21. TRANSFER OF LANDLORD'S INTEREST.

21.1. Transfer of Center. In the event of any sale or other transfer of Landlord's interest in the Center, other than a transfer for security purposes only, the Landlord shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer.

21.2. Landlord's Right to Transfer. Landlord shall have the unrestricted right to transfer, in whole or in part, its interest in the Center, without Tenant approval.

21.3. Inspection of Premises in Connection with Sale or Mortgage. If Landlord transfers, sells, or mortgages the Center, Landlord shall have the right to grant to the transferee, purchaser and/or mortgagee the right to inspect the Premises and Common Areas and perform tests, studies, reports and evaluations in connection therewith. Tenant shall cooperate with the party performing any such test, study, report and/or evaluation.

22. DEFAULTS AND REMEDIES.

22.1. Tenant's Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

(a) The failure by Tenant to pay the rent or make any other payment required to be made by Tenant hereunder as and when due.

(b) The failure by Tenant to observe or perform any non-monetary provision of this Lease, including but not limited to the Rules and Regulations attached hereto as Exhibit C to be observed or performed by Tenant, and such failure continues for thirty (30) days after Landlord delivers written notice thereof to Tenant; provided however, if such failure cannot reasonably be cured within such 30-day period, Tenant shall not be in default on account of such failure so long as Tenant commences and pursues with due diligence the cure of such failure within the required 30-day period and Tenant diligently prosecutes and completes the cure to the satisfaction of Landlord within thirty (30) days after the date of such notice.

(c) The abandonment or vacation of the Premises by Tenant (evidenced by its failure to occupy the Premises for seven (7) or more consecutive days) or the cessation of the conduct of business by Tenant from the Premises.

(d) The failure by Tenant to observe any term, condition, requirement or obligation under this Lease more than two (2) times in any twelve (12) month period, regardless of whether Tenant cures such defaults.

(e) Tenant fails to take possession of the Premises within thirty (30) days following the Lease Commencement Date due to no fault of Landlord.

(f) Tenant's failure to allow access to the Premises as permitted under Section 17.

(g) Any attempted assignment or subletting of part or all of the Premises by Tenant in contravention of Section 20.

(h) Any action taken by or against Tenant pursuant to any statute pertaining to bankruptcy or insolvency or the reorganization of Tenant (unless, in the case of a petition filed against Tenant, the same is dismissed within thirty (30) days); Tenant admits in writing its inability to pay its debts as same become due; the making by Tenant of any general assignment for the benefit of creditors; the filing of two (2) or more liens against the Premises or Tenant's interest therein within a thirty (30) consecutive day period; the appointment of a trustee or receiver to take possession

of all or any portion of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution, or other judicial seizure of all or any portion of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

22.2. Landlord's Remedies.

(a) Right to Terminate. In the event of any default by Tenant as described in Section 22.1, then, in addition to any other remedies available to Landlord at law, in equity or as provided specifically herein, which remedies are cumulative, Landlord shall have the immediate right to terminate this Lease, or to terminate Tenant's right of possession under this Lease without terminating this Lease by giving Tenant three (3) days written notice of such election to terminate Tenant's right of possession under this Lease. In the event Landlord shall elect either of the forgoing remedies, then, in addition to Landlord's remedies set forth elsewhere in this Section 22.2, Landlord may terminate Tenant's right of possession under this Lease, and Landlord may recover from Tenant:

- (i) The cost of recovering the Premises; plus
- (ii) The unpaid rent earned at the time of termination plus interest thereon; plus
- (iii) Late Charges on unpaid rent and accrued interest thereon; plus
- (iv) The present value of the balance of the rent for the remainder of the term using a discount rate of eight percent (8%) less the fair market value for the Premises for the remainder of the Term using a discount rate of eight percent (8%), which fair market value shall be calculated (A) using only the remaining term of the Lease, (B) assuming a six month vacancy for marketing, and (C) including no brokerage commissions or tenant improvement allowance, plus
- (v) The cost of reletting (including, without limitation, a new brokerage commission) and refurbishing (including, without limitation, a new tenant construction allowance) the Premises; plus
- (vi) Any other reasonable amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease.

The term "rent" or "rental" as used herein shall be deemed to be and to mean the Basic Rent, rent adjustments pursuant to an express provision of this Lease and all other amounts required to be paid by Tenant pursuant to the terms of this Lease. Subject to Landlord's duty to mitigate, Landlord will not be responsible or liable for any failure to re-let the Premises, or any part of the Premises, or for any failure to collect any Rent due upon re-letting. No re-letting, re-entry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No notice from Landlord under this Lease or under a forcible entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless the notice specifically says so

(b) Right to Re-Enter the Premises. In the event of any such default by Tenant, Landlord shall also have the right, with or without terminating this Lease or Tenant's right of possession under this Lease, to reenter the Premises and remove all persons and property therefrom by summary proceedings or otherwise; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, provided Landlord shall have a lien against all

personal property located in the Premises in the amount which is due Landlord hereunder, which lien may be satisfied out of proceeds of the public sale of such personal property by Landlord. To the extent permitted by law, Tenant hereby waives (i) any notice of Landlord's intent to reenter or retake possession of the Premises; (ii) any notice provided by statute or otherwise of such reentry or repossession or changing locks; (iii) any claim or cause of action, whether based on wrongful ejectment, trespass, conversion, or otherwise, against Landlord or Landlord's employees, agents, representatives, officers, or contractors for any damages caused by the alteration of any locks or any reentry or repossession of the Premises by Landlord, **whether or not caused by the negligence of Landlord** or otherwise; and (iv) any right of redemption, reentry or repossession of the Premises that Tenant may have and any notice of legal proceeding for reentry, including, without limitation, actions for forcible entry and detainer. Tenant hereby grants Landlord the right to change locks to the Premises upon Tenant's default hereunder. Landlord shall not be required to allow Tenant to reenter or deliver a new key to Tenant, unless Tenant has the right to reenter or a key under statute and such right may not be legally waived. If Tenant may not waive such right, Landlord may impose any conditions on the reentry and/or redelivery of keys to the Premises as Landlord shall elect in accordance with applicable law, including, without limitation, payment of the costs to lockout Tenant and Tenant's payment or delivery of such additional security and assurances as Landlord may request in accordance with applicable law.

(c) Right to Sue for Rent Periodically. In the event of the vacation or abandonment of the Premises by Tenant, or in the event that Landlord elects to reenter as provided in Section 22.2(b) or take possession of the Premises pursuant to legal proceeding or pursuant to any notice provided by law, and if Landlord does not elect to terminate this Lease, then Landlord may from time to time, without terminating this Lease, either sue to recover all rent periodically as it becomes due or relet the Premises or any part thereof for such term or terms and at such rent and upon such other terms and conditions as Landlord in its sole discretion acting on Tenant's behalf may deem advisable, with the right to make alterations and repairs to the Premises.

(d) Rentals from a Reletting. In the event that Landlord shall elect to relet the Premises, then rentals received by Landlord from such reletting shall be applied: First, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any cost of such reletting, including, without limitation, broker's commissions, attorneys' fees, expenses of remodeling the Premises required by reletting and like costs; third, to the payment of the cost of any alterations and repairs to the Premises; fourth, to the payment of rent due and unpaid hereunder; fifth, to the payment of any damages incurred by Landlord as a result of Tenant's default; and the remainder, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of rent hereunder, be less than the rent payable during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting.

(e) Right to Perform Tenant's Obligations. If Tenant shall fail to observe and perform any covenant, condition, provision or agreement contained in this Lease or shall fail to perform any other act required to be performed by Tenant or otherwise breaches any provision of this Lease, Landlord may, upon notice to Tenant, without obligation, and without waiving or releasing Tenant from any default or obligations of Tenant, make any such payment or perform any such obligation on Tenant's part to be performed or cure such breach. All sums so paid by Landlord and all costs incurred by Landlord, including, without limitation, attorneys' fees, together with interest at the rate of twelve percent (12%) per annum, shall be payable to Landlord

on demand and Tenant covenants to pay any such sums, and Landlord shall have (in addition to any other right or remedy hereunder) the same rights and remedies in the event of the non-payment thereof by Tenant as in the case of default by Tenant in the payment of rent.

(f) Reentry and Repossession Not an Election to Terminate. No reentry or taking possession of the Premises by Landlord pursuant to this Section 22 shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of any default by Tenant, Landlord may at any time after such reletting elect to terminate this Lease for any such default.

22.3. Meaning of Tenant. As used in this Section 22 and in Section 23, the term "Tenant" shall be deemed to include all persons and/or entities named as Tenant under this Lease. If this Lease has been assigned, the term "Tenant", as used in this Section 22 and in Section 23, shall be deemed to include both the assignee and the assignor.

22.4. Landlord's Default. Notwithstanding any provision to the contrary contained in this Lease, Landlord shall be in default under this Lease if, and only if, (i) Landlord fails to perform any of its obligations hereunder and said failure continues for a period of thirty (30) days after written notice thereof from Tenant to Landlord (or if such failure cannot reasonably be cured within such 30-day period, Landlord fails to commence its curative actions within such 30-day period or having so commenced its curative actions, thereafter fails to diligently to pursue the curing of the same) and (ii) notice of default is concurrently sent by Tenant to Landlord's lenders. If Landlord shall be in default under this Lease, Tenant's sole and exclusive remedy shall be a suit for damages, and if Tenant obtains a judgment against Landlord for any such damages, then such judgment shall be satisfied only out of the right, title, and interest of Landlord in the Center as the same may then be encumbered. In no event shall Tenant have the right to levy execution against any property of Landlord other than its right, title and interest in the Center.

23. BANKRUPTCY PRIOR TO LEASE COMMENCEMENT DATE. If, at any time prior to the Lease Commencement Date, (i) any action is taken by or against Tenant in any court pursuant to any statute pertaining to bankruptcy or insolvency or the reorganization of Tenant, (ii) Tenant makes any general assignment for the benefit of creditors, (iii) a trustee or receiver is appointed to take possession of substantially all of Tenant's assets or of Tenant's interest in this Lease, or (iv) there is an attachment, execution or other judicial seizure of substantially all of Tenant's assets or of Tenant's interest in this Lease, then this Lease shall ipso facto be canceled and terminated and be of no further force or effect. In such event, neither Tenant nor any person claiming through or under Tenant or by virtue of any statute or of any order of any court shall be entitled to possession of the Premises or any interest in this Lease and Landlord shall, in addition to any other rights and remedies under this Lease, be entitled to retain any rent, security deposit or other monies received by Landlord from Tenant as liquidated damages.

24. SUBORDINATION.

24.1. Subordination to Mortgages. Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease is subject and subordinate to all mortgages or trust deeds (the "Underlying Mortgages") which may now or hereafter be executed affecting the Center and to all renewals, modifications, consolidations, replacements and extensions of any such leases, mortgages or trust deeds. This clause shall be self-operative and any mortgagee or beneficiary, affecting any Underlying Mortgage in order to make such subordination effective, need require no further instrument of subordination. Tenant, however, shall execute promptly any certificate or document that Landlord may request to effectuate, evidence or confirm such subordination. If Tenant fails to execute and deliver any such certificate or document within ten (10) days following written demand, Tenant irrevocably constitutes and appoints Landlord Tenant's special attorney-in-fact to execute and deliver any such certificate or document.

24.2. Purchase of Property Pursuant to Foreclosure of Underlying Mortgage. If Landlord's interest in the Center is sold or conveyed upon the exercise of any remedy provided for in any Underlying Mortgage, or otherwise by operation of law, the person or entity succeeding to the interest of Landlord in the Center (a) shall not be liable for any act or omission of Landlord under this Lease occurring prior to such sale or conveyance, (b) shall not be subject to any offset, credit, demand, counterclaim, claim, abatement or reduction of rent because of any default of Landlord under this Lease occurring prior to such sale or conveyance, (c) shall not be liable for the return of any security deposit paid by Tenant except to the extent that the security deposit has actually been paid to such person or entity, (d) unless consented to by the holder of any Underlying Mortgage or otherwise permitted without such holder of any Underlying Mortgagee's consent, shall not be bound by any modification of this Lease, or by any prepayment of more than one month's Basic Rent or Additional Rent; (e) shall not be bound by any covenant or obligation of Landlord to perform, undertake or complete any work in the Premises, or to prepare it for occupancy; (f) shall not be bound by any covenant or obligation of the Landlord to make any payment to Tenant or grant any credits to Tenant, except for services, repairs, maintenance and restoration provided for in this Lease to be performed by Landlord after the date of such attornment; and (g) shall not be responsible for any monies owing by Landlord to such Tenant.

24.3. Tenant's Obligation to Attorn. Tenant covenants and agrees that if Landlord's interest under this Lease is terminated by foreclosure of any mortgage or deed of trust, summary proceedings, voluntary agreement or otherwise, this Lease will not be affected in any way and Tenant will attorn to and recognize the owner which so acquires Landlord's interest as Tenant's Landlord under this Lease, unless such owner shall elect to terminate this Lease and the rights of Tenant hereunder. Tenant further agrees to execute and deliver at any time upon request of Landlord or any person, entity, firm or corporation which shall succeed to the interest of Landlord under this Lease, an instrument to evidence such attornment.

24.4. Notice to Holders of Underlying Mortgages. Tenant shall give written notice to the holder of any Underlying Mortgage whose name and address have been previously furnished to Tenant of (a) any act or omission by Landlord which Tenant asserts as giving Tenant the right to terminate this Lease or to claim a partial or total eviction or any other right or remedy under this Lease or provided by law, whereupon the holder of any underlying Mortgage shall have the right, but not the obligation, to cure any default by Landlord for a period of thirty (30) days after the later of the expiration of Landlord's cure period or the holder's receipt of the notice, provided, however, if such default may not be cured within such 30-day period, the holder of the Underlying Mortgage shall have such additional time as is needed to effect a cure so long as such holder is diligently pursuing such cure, (b) any other matter or event with respect to which Tenant is required or permitted to give written notice to Landlord.

24.5. Certain Property to Remain with the Premises. Except as otherwise expressly provided in this Lease, all fixtures, equipment, alterations, additions, improvements and/or appurtenances attached to or built into the Premises prior to or during the term hereof, whether by Landlord at its expense or at the expense of Tenant, or both, shall be and remain part of the Premises and shall not be removed by Tenant at the end of the term of this Lease unless such removal is required by Landlord pursuant to the provisions of Section 16 hereof. Except as otherwise expressly provided in this Lease, such fixtures, equipment, alterations, additions, improvements and/or appurtenances shall include without limitation, floor coverings, draperies, wall coverings, paneling, molding, doors, vaults, plumbing systems, electrical systems, HVAC, lighting systems, sound installation equipment, communication wiring and outlets for the systems mentioned above and for all telephone, radio, telegraph and television purposes, and any special flooring or ceiling installations.

25. CHANGES IN THE CENTER.

25.1. Changes to the Center. Landlord reserves the right, in its sole discretion, and without obligation or liability to Tenant, to at any time make such changes, alterations,

additions, improvements or replacements in or to the Center, and the fixtures and equipment thereof, as well as in service areas or to the street entrances, halls, passages, courtyards, stairways, parking areas or garages and any other improvement contained in the Center.

25.2. Right to Change Name of Center or Suite Number. Landlord may adopt any name for the Center and Landlord reserves the right to change the name and/or the address of the Center or any part thereof at any time. Landlord shall have the right to change the suite number of the Premises. Landlord agrees to notify Tenant of each such change pursuant to this subsection.

26. SECURITY DEPOSIT. Concurrently with its execution of this Lease, Tenant shall pay Landlord the sum set forth in Section 1.9 as security for the performance of the terms hereof by Tenant. Tenant shall not be entitled to interest thereon, and Landlord may commingle the amount deposited with any other monies of Landlord. If Tenant defaults with respect to any provision of this Lease, Landlord may, but shall not be required to, use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default, including, without limitation, costs and attorneys' fees incurred by Landlord to recover possession of the Premises. If any portion of said deposit is so used or applied, Tenant shall, upon demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall constitute default hereunder by Tenant. If claims of Landlord exceed said deposit, Tenant shall remain liable for the balance of such claims. Landlord shall not be required to keep the security deposit separate from its general funds and Tenant shall not be entitled to interest earned on the security deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit shall be returned to Tenant within sixty (60) days of the Expiration Date and Tenant's delivery of the Premises to Landlord. Notwithstanding the foregoing, the return of the security deposit shall not constitute a waiver of any claims of Landlord. In the event of any sale or transfer of the Premises by Landlord, by foreclosure, deed in lieu thereof or otherwise, Tenant shall look only to the new landlord for return of the security deposit if such security deposit is actually transferred to said new landlord.

27. EXAMINATION OF LEASE. The submission of this instrument for signature by Tenant, Tenant's agents or attorneys, does not constitute a reservation of, or an option to lease, and this instrument shall not be effective or binding as a lease or otherwise until its execution and delivery by both Landlord and Tenant.

28. BROKER. Each party represents and warrants to the other party that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only the brokers named in Section 1.10 (the "Brokers"), and that it knows of no other real estate broker(s) or agent(s) who is (are) or might be entitled to a commission in connection with this Lease. Landlord agrees to pay a commission to the Brokers pursuant to a separate commission agreement with each of the Brokers. Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against any liability or claim, whether meritorious or not, including, without limitation, reasonable attorneys' fees and court costs, resulting from any claim for a fee or commission by any broker or finder (other than any Excluded Claims) claiming through the indemnifying party in connection with the Premises or this Lease. "Excluded Claims" shall be claims made against Landlord by either of the Brokers for a commission payable under the commission agreement between the applicable Broker and Landlord.

29. RULES AND REGULATIONS. The Rules and Regulations attached hereto as Exhibit C are hereby incorporated herein and made a part of this Lease. Tenant agrees to abide by and comply with each and every of said Rules and Regulations and any amendments, modifications and/or additions thereto as may hereafter be adopted by Landlord for the safety, care, security, good order and cleanliness of the Premises or the Center. Landlord shall have the right to amend, modify or add to the Rules and Regulations

in its sole discretion. Landlord shall not be liable to Tenant for any violation of any of the Rules and Regulations by any other tenant or for the failure of Landlord to enforce any of the Rules and Regulations.

30. NOTICES. Whenever under this Lease a provision is made for any demand, notice or declaration of any kind or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other, it shall be in writing and either served personally or sent by registered mail or certified mail, return receipt requested, with postage prepaid, addressed as set forth in Section 1.12. Either party may give notice at any time and from time to time designate a different address to which notices shall be sent. Such notices, demands or declarations shall be deemed sufficiently served or given for all purposes hereunder at the time they shall be mailed by United States mail, as aforesaid.

31. SIGNAGE.

31.1. Limitations on Signage. Except as expressly provided in this Lease, Tenant shall not (a) display within the Premises in a manner visible from outside the Premises; nor (b) affix or maintain upon the glass panes and supports of the windows, doors and the exterior walls of the Premises, any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such like item or items except such as shall have first received the written approval of the Landlord as to size, type, color, location, copy, sign face, nature and display qualities. Subject to the foregoing and the other provisions of this subsection, Tenant shall have the right, at its sole cost and expense, to install a sign on the façade of the Building in which in which the Premises are located. In addition, Landlord shall provide Tenant, at Tenant's cost and expense, with a sign panel on the monument sign associated with 7437 Village Square Drive, which panel shall reference Tenant's Trade Name. Prior to installing any signs, Tenant shall submit to Landlord detailed drawings and specifications of the signs, which shall be subject in all respects to Landlord's written approval not to be unreasonably withheld. All such signs shall comply with applicable laws, codes, ordinances and owner's association covenants and requirements. Tenant shall maintain and keep all signs in good condition and as to electric signs, shall keep and maintain such signs in good operating condition. Except as otherwise expressly permitted in this subsection, Tenant shall not affix any sign to the roof or exterior of the Premises without Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion. Without in any way limiting the foregoing, Tenant shall not place in or on the Premises (including, without limitation, the interior and exterior of the storefront and any plate glass) "going out of business signs", "fire sale signs", "we are moving" signs, bankruptcy related signs or any other sign pertaining to Tenant going out of business or Tenant leaving or moving from the Premises; provided, however, that subject to applicable legal requirements, Tenant shall have the right to display a "we are moving" sign from the Premises during the last month of the Lease term. In the event that Tenant breaches any covenant in this section, Landlord shall have the absolute and immediate right to cause all such signage to be removed, and Tenant shall pay upon demand any and all damages and repairs resulting from such removal. On or before the date of expiration or termination of this Lease, Tenant shall remove any and all signs installed by it or on its behalf and Tenant shall repair any damages resulting therefrom, and upon its failure to do so, Landlord shall have the right to remove such signs and repair such damage, and all costs and expenses incurred as a result thereof shall be paid by Tenant to Landlord upon demand.

31.2. Limitations on Advertising Mediums. No advertising medium shall be utilized by Tenant within the Premises which can be heard or experienced outside the Premises, including without limiting the generality of the foregoing, flashing lights, searchlights, loudspeakers, phonographs, radios or television.

31.3. Windows and Displays to be Maintained. Tenant shall maintain all windows and displays in a neat, attractive condition and shall, if permitted by law, keep all windows, exterior electric signs in front of the Premises lighted from dark to 11:00 p.m. every day, including, without limitation, Sundays and holidays.

31.4. Prohibition on Handbills, Bumper Stickers, etc. Tenant shall not display, paint or place or cause to be displayed, painted or placed, any handbills, bumper stickers or other advertising devices on any vehicle parked in the Parking Facilities of the Building, whether belonging to Tenant, or to Tenant's employees or agents, or to any other person, nor shall Tenant distribute, or cause to be distributed, in the Parking Facilities of the Building or any adjacent area, any handbills or other advertising devices without the prior written consent of Landlord.

31.5. Use of name of the Center. Without the prior written consent of Landlord, Tenant shall not use the name of the Center or any name similar thereto or any other name of the Center which may be designated by Landlord from time to time, except as an indication of location, in any advertising or promotional material.

31.6. Landlord's Rights Regarding Signage and Awnings. Landlord shall have the right to erect and maintain such signs on and about the Center as Landlord, in its sole judgment, deems appropriate to advertise the Center. During the last six months of the term of the Lease, Landlord shall have the right to place in and on the Premises (including, without limitation, windows) such "For Lease" signs as Landlord shall determine.

32. SECURITY FOR PERFORMANCE. Landlord shall have and retain all liens available to it under any statute, including, without limitation, the statutory lien for payment of rent.

33. OPTION TO EXTEND. (Intentionally omitted)

34. PERSONAL GUARANTY. (Intentionally omitted)

35. MISCELLANEOUS.

35.1. Waiver Not Ongoing. One or more waivers of a breach of any covenant, term or condition of this Lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval of either party to or of any act by the other party of a nature that required consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act.

35.2. No Partnership or Joint Venture. Nothing herein contained, either in the method of computing rent or otherwise, shall create between the parties hereto, or be relied upon by others as creating, any relationship of partnership, association, joint venture, or otherwise. The sole relationship of the parties hereto shall be that of landlord and tenant.

35.3. Governing Law. This Lease and performance hereunder shall be governed by and construed in accordance with the laws of the State of Colorado. This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language herein.

35.4. Attorneys' Fees. In the event that at any time during the term of this Lease either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default thereunder, then, and in that event, the unsuccessful party in such action or proceeding agrees to reimburse the successful party herein for the reasonable attorneys' fees and costs of suit incurred by the successful party.

35.5. Meaning of Tenant. Except as otherwise expressly provided herein, the word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a tenant herein, be the same one or more; and if there shall be more than one tenant, each shall be jointly and severally liable hereunder, and any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Tenant shall be deemed a proper reference even though Tenant may be an individual, an entity, or a group of two or more individuals or entities. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Tenant and to either entities or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

35.6. Successors and Assigns. The terms and agreements as contained in this Lease shall apply to, run in favor of and shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, personal representatives and assigns and successors in interest, subject at all times nevertheless to the provisions of Section 20 of this Lease.

35.7. Entire Agreement. It is understood that there are no oral agreements or representations between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements or representations and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. There are no other representations or warranties between the parties and all reliance with respect to representations is solely upon the representations and agreements contained in this document.

35.8. Section Headings. The titles of sections and subsections herein are for convenience only and do not in any way define, limit or construe the contents of such sections or subsections.

35.9. Partial Invalidity. It is agreed that if any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

35.10. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform any term, covenant or condition of this Lease, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage except the obligations imposed with regard to rental and other charges to be paid by Tenant pursuant to this Lease.

35.11. Time of the Essence. Time is of the essence of this Lease and each provision hereof in which time of performance is established.

35.12. Landlord Exculpation. Landlord's partners, employees and agents, shall have absolutely no personal liability with respect to any provision of this Lease, or any obligation or liability arising in connection herewith. Tenant shall look solely to the Landlord's assets, for the satisfaction of any remedies of Tenant in the event of a breach by the Landlord of any of its obligations. Such exculpation of liability shall be absolute without any exception whatsoever.

35.13. Multiple Counterparts/Fax Signature Pages. This Lease may be executed in a number of identical counterparts. Each such counterpart is deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Lease, it shall not be necessary to produce or account for more than one counterpart; provided that the counterpart produced must be the counterpart executed by the party against whom enforcement hereof is sought. Facsimile notices and signatures hereunder shall be deemed to be originals.

35.14. Confidentiality. Tenant agrees that it shall keep all of the terms of this Lease strictly confidential and shall not, without the prior written consent of Landlord in its sole and absolute discretion, disclose any such terms in any manner whatsoever, in whole or in part, except that Tenant shall be permitted to disclose the terms of this Lease to its members, managers, employees, brokers, attorneys, accountants, and tax preparers who need to know such information and who are informed by Tenant of the confidential nature of the terms

of this Lease and have agreed to keep such terms confidential. In addition, Tenant may disclose the terms of this Lease as required by court order. The provisions of this subsection shall survive the expiration or termination of this Lease.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LANDLORD:

PT Village Square, LLC, a Colorado limited liability company

BY: _____

NAME: _____

TITLE: _____

TENANT: The City of Castle Pines, Colorado

BY: _____

NAME: _____

TITLE: _____

EXHIBIT A
SITE PLAN OF CENTER

EXHIBIT A-1

LEGAL DESCRIPTION OF THE CENTER

EXHIBIT A-2

SITE PLAN SHOWING LOCATION OF THE PREMISES

EXHIBIT A-3

EXPANSION AREA

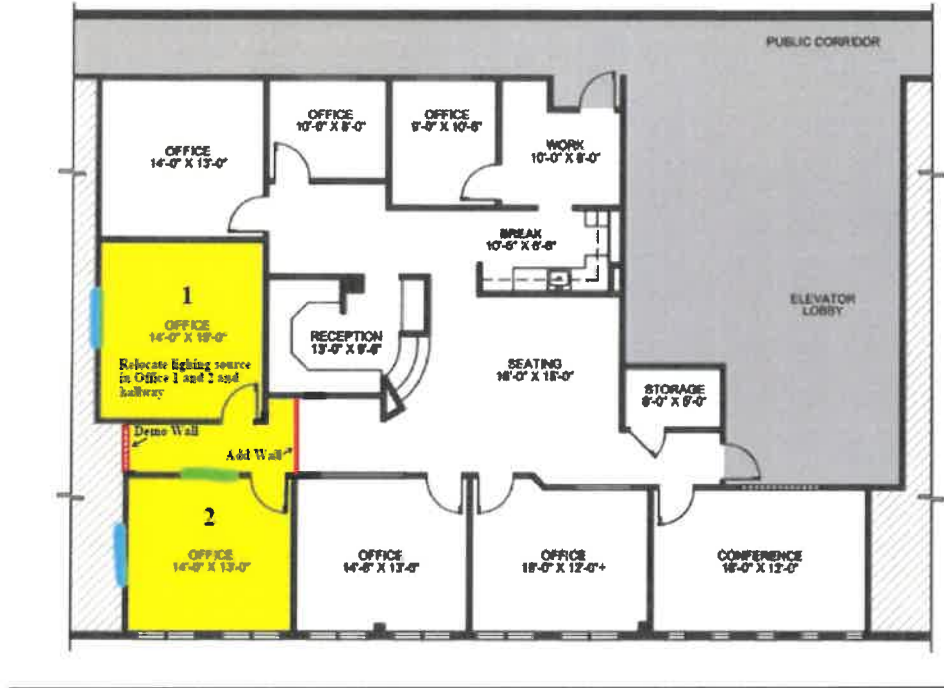


EXHIBIT B

ACCEPTANCE OF PREMISES MEMORANDUM

This Memorandum is made and entered into as of _____, 2021, by and between PT Village Square LLC, a Colorado limited liability company (the "Landlord") and The City of Castle Pines, Colorado (the "Tenant") with respect to that certain Lease Agreement between Landlord and Tenant dated as of _____, 2021 (the "Lease").

Landlord and Tenant hereby agree that:

1. Landlord has fully completed the construction work, if any, required of it under the terms of the Lease.
2. Tenant acknowledges that the Premises meet all current applicable code requirements inclusive of type, i.e. ADA, local, State, Federal, fire requirements and are tenantable and safe from all hazardous materials, and that both the Building and the Premises are satisfactory in all respects.
3. The Commencement Date of the Lease is hereby agreed to be July 1, 2021
4. The Expiration Date of the Lease is hereby agreed to be June 30, 2024, (subject to Tenant's option to extend, if any).
5. Notwithstanding anything to the contrary expressed or implied herein, Tenant acknowledges that Landlord makes no warranties regarding the Premises except as specifically provided in this Lease and Tenant hereby expressly disclaims the implied warranty that the Premises are suitable for their intended commercial purpose. Tenant has had a full and fair opportunity to inspect the Premises and finds that the Premises suit Tenant's purposes. Tenant has knowledge of the Premises and with this knowledge has voluntarily agreed to disclaim the implied warranty of suitability.

This Memorandum is incorporated into the Lease, and forms a supplementary and integral part of it. This Memorandum shall be construed and interpreted in accordance with all other terms and provisions of the Lease for all purposes. All other terms and conditions of the Lease are hereby ratified and acknowledged to be unchanged.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date set forth in the first paragraph above.

LANDLORD:
PT VILLAGE SQUARE, LLC

BY: _____

NAME: _____

TITLE: _____

TENANT:
THE CITY OF CASTLE PINES, COLORADO

BY: _____

NAME: _____

TITLE: _____

EXHIBIT C

RULES AND REGULATIONS

1. The sidewalks, halls, passages, exits, entrances, elevator, arcades and stairways of the Center or other portion of the Center shall not be obstructed by Tenant or used by it for any purpose other than for ingress to and egress from the Premises. The halls, passages, exits, entrances, elevators, arcades, and stairways are not for the use of the general public, and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Center and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. Tenant shall not go upon the roof of the Center or the Building except in areas that Landlord may allow in writing from time to time.
2. No awning, canopy or other projection of any kind over or around the windows or entrances of the Premises shall be installed by Tenant, except as otherwise provided in the Lease, and only such window coverings as are approved by Landlord shall be used in the Premises.
3. The Premises shall not be used for lodging or sleeping.
4. Tenant shall pay for all janitorial work for the Premises. Any person or persons employed by Tenant to do janitorial work shall be subject to and under the control and direction of the Landlord or its property manager while in the Center and outside the Premises.
5. Landlord will furnish Tenant with two (2) keys to the Premises, free of charge. No additional locking devices shall be installed without the prior written consent of Landlord. Landlord may make reasonable charge for any additional lock or any bolt installed on any door of the Premises without the prior consent of Landlord. Tenant shall in each case furnish Landlord with a key for any such lock. Tenant, upon the termination of its tenancy, shall deliver to Landlord all keys to doors in the Premises that shall have been furnished to Tenant.
6. Tenant shall not use or keep in the Premises or elsewhere in the Center any kerosene, gasoline or flammable or combustible fluid or materials (except as may be required in the ordinary course of Tenant's business in the Premises, subject to the provisions of Section 4 of the Lease) or use any method of heating or air conditioning (other than that permitted in writing by Landlord). Tenant shall not use, keep or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Center by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business in the Center.
7. Tenant shall see that the doors of the Premises are closed and securely locked at such times as Tenant's employees leave the Premises.
8. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be deposited therein and any damage resulting to same from Tenant's misuse shall be paid for by Tenant upon demand.
9. Except with the prior consent of Landlord, Tenant shall not sell, or permit the sale from the Premises of, or use or permit the use of any sidewalk or arcade adjacent to the Premises for the sale of newspapers, magazines, periodicals or any other goods, merchandise or service, nor shall Tenant carry on, or permit or allow any employee or other person to carry on, business in or from the Premises for the service or accommodation of occupants of any other portion of the Center, nor shall the Premises be used for manufacturing of any kind, or for any business or activity other than that specifically provided for in the Lease, provided that this provision shall not restrict Tenant from pursuing its ordinary course of business.

10. Except as expressly provided otherwise in the Lease, Tenant shall not install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of the Building or the Center.
11. Tenant shall not use in any space, or in the Common Areas of the Center, any hand trucks except those equipped with rubber tires and side guards or such other material handling-equipment as Landlord may approve. No other vehicles of any kind shall be brought by Tenant into the Center or kept in or about the Premises.
12. Tenant shall store all its trash and garbage within the Premises until daily removal of same by Tenant to such location in the Center as may be designated from time to time by Landlord. No material shall be placed in the Center trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage without being in violation of any law or ordinance governing such disposal.
13. All loading and unloading of merchandise, supplies, materials, garbage and refuse and delivery of same to the Premises shall be made only through such entryways and at such times as Landlord may designate. In its use of the loading areas designated by Landlord, Tenant shall not obstruct or permit the obstruction of said loading areas, and at no time shall Tenant park vehicles therein except for loading and unloading. For deliveries to Tenants on the second story of the Center, Tenant shall (i) coordinate such deliveries with Landlord and (ii) provide padding for the elevator to preclude damage to such elevator.
14. Canvassing, soliciting, peddling or distribution of handbills or any other written material in the Center is prohibited and Tenant shall cooperate to prevent the same.
15. Except as expressly provided otherwise in the Lease, Tenant shall not permit the use or the operation of any vending machines or pay telephones on the Premises.
16. Landlord may direct the use of all pest extermination and scavenger contractors at such intervals as Landlord may reasonably require.
17. Landlord reserves the right to select the name of the Center and the buildings therein and to make such change or changes of name as it may deem appropriate from time to time, and Tenant shall not refer to the Center and the buildings therein by any name other than: (i) the names as selected by Landlord (as same may be changed from time to time), and (ii) the postal address, approved by the United States Post Office. Tenant shall not use the name of the Center and the buildings therein in any respect other than as an address of its operation in the Center without the prior written consent of Landlord.
18. Tenant shall not allow any pets or other animals within the Premises or the Center.
19. The requirements of Tenant will be attended to only upon application by telephone or in person at the office of the Center. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.
20. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of these Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Center.
21. Wherever the word "Tenant" occurs in these Rules and Regulations, it is understood and agreed that it shall mean the Tenant and Tenant's associates, agents, clerks, employees and visitors. Wherever the word "Landlord" occurs in these Rules and Regulations, it is understood and agreed that it shall mean Landlord and Landlord's assigns, agents, clerks, employees and visitors.

22. These Rules and Regulations are in addition to, and shall not be construed in any way to modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease in the Center.
23. Tenant shall not allow its employees, business invitees, or guests to possess handguns or other firearms, whether concealed or otherwise, on the Premises or in the Center.
24. Tenant shall not use the Premises or permit the Premises to be used in a manner that may or does violate the terms of any exclusive use provisions granted to any other tenants.
25. Landlord reserves the right to make such other reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Center, and for the preservation of good order therein.
26. If there is a conflict between these Rules and Regulations and an express provision of the Lease, the provision of the Lease shall control.

EXHIBIT D**HAZARDOUS SUBSTANCES**

This Exhibit D is attached to and made a part of that certain Lease Agreement (the "Lease") by and between PT Village Square LLC (the "**Landlord**"), and The City of Castle Pines, Colorado (the "**Tenant**"). All capitalized terms used but not defined herein shall have the meaning assigned to them in other portions of the Lease.

Except general office supplies typically used in an office area in the ordinary course of business, such as copier toner, liquid paper, glue, ink, and cleaning solvents, for use in the manner for which they were designed, and in such amounts as may be normal for the office business operations conducted by Tenant in the Premises and in amounts which do not require a permit and which are stored, used and disposed of in accordance with all applicable laws, statutes, codes, ordinances, judgments, rules and regulations (collectively "**Laws**"), neither Tenant nor its agents, employees, contractors, licensees, sublessees, assignees, or concessionaires shall use, handle, store, release or dispose of any Hazardous Substances in, on, under or about the Premises or the Center in violation of applicable Laws. Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated or disposed of in the Center by Tenant, Tenant's agents, employees or contractors. If any Hazardous Substances are used, stored, generated, or released or disposed of on or in the Premises or the Center by Tenant or Tenant's agents, employees or contractors in violation of applicable Laws, or if the Premises or the Center becomes contaminated in any manner by Tenant, Tenant shall indemnify, defend (with counsel chosen by Landlord) and hold harmless Landlord and the other Landlord Parties from and against any and all claims, damages, fines, judgments, attorneys' fees, penalties, costs, liabilities or losses arising during or after the term of the Lease and arising as a result of such contamination, release or discharge. This indemnification includes any and all reasonable and necessary costs incurred because of any investigation of an environmental act of Tenant that requires any cleanup, remediation, removal or restoration mandated by federal, state or local agency or political subdivision.

Tenant will notify Landlord immediately upon learning that any duty described in this Exhibit has been violated; that there has been a release, discharge or disposal of any Hazardous Substance on or about the Premises or the Center; or that the Premises or the Center are subject to any third party claim, action, or threat thereof, because of an environmental condition caused by Tenant in or originating from the Premises or arising in connection with the operation of Tenant's business. Upon written notice from Landlord to Tenant, Landlord will have the right to perform the removal and abatement of any Hazardous Substances from the Premises or the Center that arise out of Tenant's violation of this Exhibit to the Lease, and all reasonable costs of abatement or removal of such Hazardous Substances, including, without limitation, environmental consultant fees, will be the obligation of Tenant.

As used herein "**Hazardous Substances**" means asbestos, any petroleum jelly, polychlorinated biphenyls (PCB's) and any hazardous or toxic substance, toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous material or waste which is or becomes regulated by any local governmental authority, the State of Colorado or the United States government, including, but not limited to, any material or substance defined as a "hazardous waste", "extremely hazardous waste", "restricted hazardous waste", "hazardous substances", "hazardous material" or "toxic pollutant" under Colorado statutes and/or under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*, the Resource Conservation and Recovery Act (42 U.S.C. SS 6901 *et seq.*) or any other applicable Laws. Hazardous Substances shall also include any substance the presence of which in, on or about the Premises causes or threatens to cause a nuisance upon the Premises or to adjacent enterprises or poses or threatens to pose a hazard to health or safety of persons on or about the Premises; or he presence of which on adjacent enterprises could constitute a trespass by Tenant; or without limitation which contains gasoline, diesel fuel, or other petroleum hydrocarbons.

In addition to and without limitation of any other obligations of Tenant under the Lease and/or this exhibit, it shall be Tenant's sole and exclusive obligation to store and dispose of any substance or material generated from the operation of Tenant's business or located in the Premises that may be deemed to be medical or infectious waste or biohazard in accordance with all applicable Laws, including but not limited to any rules, regulations and ordinances of the Colorado Department of

Health. All medical and infectious waste and biohazard generated from the operation of Tenant's business or located on the Premises shall be labeled as such and stored in a single holding area designated by Landlord. Only medical waste shall be deposited in such designated medical waste containers; no non-medical waste shall be introduced. Tenant, at its sole cost and expense, shall have all medical or infectious waste or biohazard removed and disposed of by a licensed disposal company. Upon Landlord's request, Tenant shall give Landlord a written certification regarding its medical waste removal contract, including, without limitation, the identity of the contractor and the methods of storage, treatment, and disposal. No laboratory specimens shall be kept or deposited in any corridors or common areas of the Building. All specimens shall be placed in locations designated by Landlord in receptacles approved by Landlord, or kept inside the Premises. Tenant agrees to defend (with counsel chosen by Landlord), indemnify and forever hold harmless Landlord and its partners, shareholders, members, managers, directors, officers, affiliates, employees, agents, successors and assigns, and Landlord's mortgagee(s), as their interests may appear, from and against all claims, losses, damages, expenses and costs, including, without limitation, reasonable attorneys' fees and clean-up costs, incurred by reason of Tenant's use, storage, maintenance or removal of medical or infectious waste or biohazard in, on or about the Premises or any part of the Building or the Center.

Tenant's obligations in this Exhibit shall survive the Expiration Date or prior termination of the Term as provided for in the Lease.

EXHIBIT E

PROHIBITED USES

Without in any way expanding the meaning of the Permitted Use set forth in Section 1.8 of the Fundamental Lease Provisions, Tenant covenants and agrees that it will not use or suffer or permit any person or persons to use the Premises or any part thereof for any of the following:

- (1) Any use or purpose that may or does violate the terms of any exclusive use provisions granted to any other tenants,
- (2) Any use or purpose in violation of the laws of the United States of America or the laws, ordinances, regulation and requirements of the State, County and City where the Center is situated, or other lawful authorities having jurisdiction over the Center, the Premises or Tenant,
- (3) Any use or purpose that adversely impacts the use and enjoyment of the Center by other tenants in the Center,
- (4) A theatre or auditorium,
- (5) A sports or other entertainment participation or viewing facility (whether live, film, video, or audio/visual),
- (6) An automobile, truck or other motor vehicle body, brake, transmission, mechanical, repair, or fender shop or the sale of any gas or other fuels,
- (7) A meeting hall, catering or banquet hall or place of public assembly,
- (8) A convenience store,
- (9) A so-called head shop or tattoo parlor,
- (10) A bowling alley,
- (11) A pool or billiard hall,
- (12) A bingo parlor,
- (13) A sales office or showroom or storage facility for the sale or rental of vehicles or boats,
- (14) A labor camp,
- (15) A nightclub or lounge or other establishment that has as one of its primary purposes, the sale of alcohol for consumption on the Premises,
- (16) A discotheque or dance facility,
- (17) A skating rink,
- (18) A car wash,
- (19) A pawn shop,
- (20) Dry cleaning or laundry plant,

- (21) A mortuary or funeral parlor,
- (22) A health or medical clinic or rehabilitative facility,
- (23) Off track betting facility,
- (24) A game arcade or amusement arcade,
- (25) A flea market,
- (26) An extermination facility,
- (27) Any use that is prohibited under the Covenants, Conditions and Restrictions (as defined in the attached Lease),
- (28) A warehouse operation,
- (29) Residential purposes,
- (30) A sexually oriented business, or
- (31) a training or educational facility, including a barber or beauty school, reading room, place of instruction, or any other activity, facility or school program catering primarily to students or trainees.

