

STATE OF

COUNTY OF

THIS LEASE AGREEMENT is made and entered into as of the ____ day of _____, 2002, by and between ORGANIZATION, a not-for-profit corporation organized and existing pursuant to the laws of the State of STATE(hereinafter called "**Landlord**"), and _____, a _____ (hereinafter called "**Tenant**"),

WITNESSETH:

In consideration of the rents agreed to be paid and in consideration of the mutual covenants and agreements set forth below, Landlord leases to Tenant and Tenant leases and takes as tenant from Landlord the premises (hereinafter called the "**Premises**") within the ORGANIZATION Center (hereinafter called the "**Building**") situated on the land owned by The City of DENVER at _____ 5th Street in the City of DENVER, COLORADO (hereinafter called the "**Land**"), and leased by Landlord under a Lease Agreement dated as of July 25, 2001, (hereinafter called the "**Ground Lease**") a copy of which has been received by Tenant, such Premises being more particularly described as follows: being approximately _____ square feet of rentable area of office space located on the _____ floor of the Building all as shown on the floor plan attached to this Lease as **Exhibit A**. No easement for light or air is granted by this Lease. In addition to the lobby, restrooms, corridors, elevators and stairways, Tenant shall also have the right to use in common with other tenants in the Building, under management selected by Landlord and subject to procedures established by Landlord, the following portions of the Building as designated on **Exhibit A** (hereinafter called the "**Agency Common Areas**": (a) on the first-floor: the reception and waiting areas, the training room(s), the kitchen, the server room, the break room and the conference center, (b) on other floors: any break rooms, the conference centers and the records rooms.

TO HAVE AND TO HOLD the said Premises unto the Tenant upon the following terms and conditions:

1. Term.

(a) **Initial Term.** The term of this Lease shall begin on the Commencement Date (defined in paragraph 3 below) and Landlord will exercise due diligence to cause the Commencement Date to occur on or before the 31st day of March, 2003. The term of this Lease shall end at 12:00 midnight on the last day of the one hundred twentieth (120th) full calendar month after the Commencement Date. Tenant shall have the right to extend the term of this Lease for up to four (4) additional periods of ten (10) years each on the same terms and conditions set forth herein, which extensions shall occur automatically unless Tenant provides written notice of refusal of any such extension at least ninety (90) days prior to the expiration date of the then current term. The fourth (4th) extension of the term may be less than ten (10)

years because the latest date for the expiration of the extended term of this Lease shall be December 31, 2052, the expiration date of the Ground Lease.

2. Rent.

(a) **Base Rent.** Tenant shall pay to Landlord the sum of _____ and ____/100 Dollars (\$_____) per month (the “**Base Rent**”), on the first day of each month, in advance, during the term of this Lease, and payment for the first month shall be made upon the Commencement Date (defined below). Base Rent is calculated at the rate of _____ and ____/100 Dollars (\$_____) per square foot of the Premises per year, as the Premises are grossed up by a factor for the traditional core and common areas of an office building and by a factor for the Agency Common Areas. For the purposes of calculating the Base Rent for the Premises, the Premises shall be deemed to comprise _____ square feet. Rent for any partial month shall be paid in advance at that daily rate equal to the monthly Base Rent divided by the number of days in the month for which such rent is due. Until Landlord shall notify Tenant otherwise, rent checks shall be made payable to Landlord and shall be mailed to THE ORGANIZATION, c/o _____, _____, DENVER, CO _____ or to such other address as may be designated by Landlord or be required pursuant to paragraph 21 below. Landlord was organized and operates solely to build and administer the Building to provide for Tenant and for eight (8) other not-for-profit social services agencies (the “Agencies”) affordable office space over a long term in a common location to facilitate both the work of each Agency and the collaboration of the Agencies for the benefit of their clients. The Base Rent payable by Tenant hereunder is based on a rate per square foot used for all of the Agencies to divide pro rata among the Agencies the construction, financing and operating costs of the Building assuming that no other tenants lease and pay rent for space in the Building. Tenant and Landlord anticipate that the effective Base Rent will be reduced by credits or rebates to Tenant to reflect any cost savings and any rent received from tenants leasing space in the Building in addition to the Agencies. Tenant acknowledges that the amount of any such credits or rebates and the timing of any such credits or rebates will be subject to the discretion of Landlord, which shall consider, among other factors, the need for reserves for maintenance, repair and replacement. Tenant also acknowledges that the Base Rent may increase to reflect changes in financing terms, operating costs or other factors during the term of this Lease. Notwithstanding the foregoing, Landlord shall finance the initial rent credit for Tenant and the other Agencies, and, as a result, Base Rent for the first twelve (12) full calendar months of the term of this Lease shall be calculated at the rate of Ten and No/100 Dollars (\$10.00) per square foot of the Premises, grossed up by the factors described above, per year, resulting in a Base Rent for Tenant during such period of _____ and ____/100 Dollars (\$_____) per month.

(b) **Interest on unpaid amounts and No Set-Off.** If any Base Rent or any other sum due Landlord shall not be paid within thirty (30) business days of the applicable due date, the same shall bear interest at the rate of ten percent (10%) per annum (or, if less, the highest rate allowed by law) from such due date until such sum and all such interest accrued thereon shall have been paid. Accrued interest shall be deemed to be additional rent and shall be due on demand. All Base Rent and any other sum due Landlord in accordance with any provision of this Lease shall be paid without notice or demand and without set-off or deduction of any kind, except as otherwise expressly provided in this Lease.

(c) **Adjustment for Operating Expenses.**

(i) For the purposes of this Lease, the following defined terms shall have the meanings set forth below:

(A) **“Landlord’s Initial Operating Expenses”** shall mean Landlord’s Operating Expenses for the 2003 calendar year, annualized to account for any period of less than twelve (12) months. The Base Rent includes an estimate of _____ and _____/100 Dollars (\$_____) per square foot per year for Landlord’s Initial Operating Expenses.

(B) **“Tenant’s Proportionate Share”** of Landlord’s Increased Operating Expenses (as defined below) shall be that fraction of such operating expenses, the numerator of which is the rentable area of the Premises, grossed up as provided in Paragraph 2(a) of this Lease, and the denominator of which is the entire area of the Building.

(C) **“Landlord’s Operating Expenses”** shall mean and include all expenses computed on an accrual basis including all assessments for public betterments or improvements, ad valorem real estate taxes and any other tax on real estate as such, ad valorem taxes on Landlord’s furniture, fixtures, equipment or other property used in connection with the reasonable operation or maintenance of the Building, and the costs, including without limitation, reasonable legal and consulting fees of contesting or attempting to reduce any of the aforesaid taxes, amortization of capital improvements which will actually improve the operating efficiency of the Building or which will actually reduce Landlord’s Operating Expenses, the cost of labor, materials, insurance, utilities and services and such other reasonable expenses with respect to the operation, maintenance and management of the Building and the Land which shall be incurred or paid by or on behalf of Landlord and which shall be properly chargeable to such operation, maintenance and management in accordance with accounting principles and practices consistently applied to the operation, maintenance and management of a first class office building in the DENVER, COLORADO market.

(ii) With respect to each calendar year or portion thereof during the term of this Lease, Tenant shall pay Landlord as additional rent in the manner hereafter provided, Tenant’s Proportionate Share of the amount by which Landlord’s Operating Expenses paid or incurred by Landlord during such period exceeded Landlord’s Initial Operating Expenses (such excess is sometimes herein referred to as **“Landlord’s Increased Operating Expenses”**). On or before May 31st of each calendar year during the term of this Lease, or as soon thereafter as practicable, Landlord shall furnish Tenant with a statement setting forth the total amount of Tenant’s Proportionate Share of the amount by which Landlord’s Operating Expenses for the preceding calendar year exceeded Landlord’s Initial Operating Expenses; (provided, however, that Landlord shall not be obligated to furnish such statement to Tenant unless and until Landlord shall determine that Landlord’s Operating Expenses in excess of those currently being paid by Tenant are to be paid by Tenant pursuant to the terms of this subparagraph (c)(ii). From the

beginning of each such calendar year and until Landlord shall furnish Tenant with a statement as aforesaid, Tenant shall continue to pay Landlord as a part of each monthly installment of Base Rent the amount of the monthly payment for Landlord's Operating Expenses it shall have been obligated to pay during the preceding calendar year. On the first day of the calendar month following the date upon which Landlord shall have delivered to Tenant each such statement, Tenant shall pay to Landlord: (a) the difference between the amount Tenant shall have paid for Landlord's Operating Expenses for such preceding calendar year and the total amount of Tenant's Proportionate share of Landlord's Increased Operating Expenses; and (b) that amount equal to: the product of one-twelfth (1/12) of Tenant's Proportionate Share of Landlord's Increased Operating Expenses as set forth on such statement multiplied by the number of calendar months in the calendar year which shall have begun as of said first day, minus the aggregate amount of the monthly payments for Landlord's Operating Expenses theretofore paid by Tenant during such calendar year. For the remainder of the then current calendar year Tenant shall pay monthly, in partial liquidation of its obligation with respect to Landlord's Increased Operating Expenses, as a part of each succeeding monthly installment of Base Rent one-twelfth (1/12) of the total amount of Tenant's Proportionate Share of Landlord's Increased Operating Expenses shown on such statement. Pursuant to the purposes described in subparagraph (a) above, Landlord shall consider as part of the evaluation of any credit or rebate of Base Rent any decrease in Landlord's Operating Expenses from year to year.

(iii) At the end of the term of this Lease or upon any earlier termination of this Lease or of Tenant's right to possession of the Premises, Tenant shall remain obligated to pay Landlord the difference, if any, between the aggregate amount actually paid by Tenant with respect to Landlord's Operating Expenses for the last year of the term of this Lease and that which it is obligated to pay under the foregoing subparagraph (c)(ii) for such year. On or before the May 31st following the end of the term hereof or any such earlier termination, Landlord shall furnish Tenant statements in the manner stated in the foregoing subparagraph (c)(ii) and upon the furnishing of such statement, Tenant shall be obligated to pay and shall immediately pay Landlord the amount or portion thereof, if any, due as aforesaid. Tenant's obligation to pay its Proportionate Share of Landlord's Increased Operating Expenses for the last year of the term of this Lease shall survive any expiration or other termination of this Lease.

3. Commencement Date. The "**Commencement Date**" shall be the first to occur of: (i) the date upon which Landlord's work in the Premises has been substantially completed in accordance with **Exhibit B** attached hereto, or (ii) the date upon which Tenant takes possession of and occupies any or all of the Premises. Landlord shall allow Tenant to enter the Premises as soon as reasonably practical prior to the Commencement Date for the purpose of installing Tenant's telephone system and moving Tenant's office furniture onto the Premises. Landlord agrees to complete its work described in **Exhibit B** with diligence.

4. Delivery of Possession. If Landlord for any reason whatsoever cannot deliver possession of the Premises to Tenant on or before the date specified in paragraph 1 above, this Lease shall not be void or voidable nor shall Landlord be liable to Tenant for any loss or damage

resulting therefrom. No such failure to give possession on the Commencement Date shall be construed in anyway to extend the term of this Lease.

Prior to delivering possession of the Premises to Tenant, Landlord shall furnish and/or install in the Premises the improvements specified on **Exhibit B** attached to this Lease. Except as provided in **Exhibit B**, Landlord shall have no obligation to make any improvement in or to the Premises. Except as provided in **Exhibit B** attached to this Lease, Tenant shall be responsible for and shall pay all costs associated with moving its furnishings and other property into the Premises and for the acquisition and installation of its telephone and/or computer and/or communications equipment and service lines and/or communications (fiber optic, high speed cable or other) lines for such equipment.

5. Default. The occurrence of one or more of the following events (herein called “**Events of Default**”) shall constitute a default by the Tenant: (A) Failure to pay rent or any other sum due under this Lease within thirty (30) business days after written notice of failure of payment; (B) Failure to perform any other provision of this Lease if the failure to perform is not cured within sixty (60) days after written notice thereof has been given to Tenant, provided, however, if such default cannot reasonably be cured within such sixty (60) days, then a default shall not exist so long as Tenant commences to cure such default within such sixty (60) days and thereafter diligently pursues such cure to completion.

6. Landlord’s Remedies Upon Default by Tenant. Landlord shall have the following remedies if Tenant commits an Event of Default. These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law.

(a) Landlord shall have the right (i) to continue this Lease in full force and effect, (ii) to enter the Premises at any time after written notice to vacate and (iii) to relet the Premises, changing any or all locks on the Premises, all without being liable for forcible entry, trespass, or other tort. Tenant shall be liable immediately to Landlord for all reasonable costs Landlord shall incur in reletting the Premises (other than renovations or improvements of the Premises for the next tenant), and Tenant shall pay to Landlord the rent due under this Lease on the date that the rent is due, less the rent Landlord receives from any reletting.

(b) Landlord shall have the right at any time (i) to terminate this Lease and Tenant’s rights to possession of the Premises and (ii) to re-enter the Premises, and Landlord shall have the right to pursue its remedies at law or in equity to recover from Tenant all amounts of rent then due or thereafter accruing and the costs described in Paragraph 6(a), above.

(c) No course of dealing between Landlord and Tenant or any delay on the part of Landlord in exercising any rights it may have under this Lease shall operate as a waiver of any of the rights of Landlord hereunder nor shall any waiver of a prior default operate as a waiver of any subsequent default or defaults and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated. The exercise by Landlord of any one or more of the remedies provided for in this Lease or otherwise available to Landlord shall not prevent the subsequent exercise by Landlord of any other remedy available to it.

7. **End of Term, Holding Over and Attorneys' Fees.** Upon the expiration of the term or other termination of this Lease, Tenant shall quit and surrender to Landlord the Premises, broom clean, in good order and condition, ordinary wear and tear excepted and Tenant shall remove from the Premises all of its property. If Tenant shall hold over after the expiration of the term or other termination of this Lease, such holding over shall not be deemed to be a renewal of this Lease but shall be deemed to create a tenancy-at-will and by such holding over Tenant shall be deemed to have agreed to be bound by all of the terms and conditions of this Lease except those as to the term hereof and except that during such tenancy-at-will. If any rent or other sum owing under this Lease is actually collected by or through an attorney-at-law, Tenant agrees to pay Landlord's reasonable, actual attorneys' fees.

8. **Use of Premises.** The Premises shall be used and occupied by Tenant as general office space only and for no other purpose. Tenant shall not use the Premises or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein. Tenant, shall not fix, print, paint or display any sign, name, legend, notice or advertisement on any part of the Premises or of the Building other than as approved in writing in advance by Landlord, provided that the name of Tenant may be exhibited with appropriate lettering approved and installed by Landlord at Tenant's expense near the door or doors to the Premises and on the Building lobby directory. All such lettering and the exterior side of all doors leading into the Premises shall conform to the standards established from time to time by Landlord.

9. **Assignment and Subletting.** Tenant shall not assign this Lease or sublet the Premises or any part thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Consent by Landlord to one assignment or subletting shall not operate as a waiver as to future assignments or subleases. No such assignment or subletting permitted hereunder shall relieve Tenant of its liability under this Lease. If Tenant shall request Landlord's consent to an assignment of this Lease or a subletting of the Premises or any portion thereof, Landlord shall, at its election upon notice to Tenant and without limitation, have the right to enter into a direct lease with the proposed assignee or subtenant and/or terminate this Lease.

10. **Maintenance, Repair, Utilities and Other Services.**

(a) **Maintenance and Repairs.** Landlord shall maintain and repair the roof, structure and exterior of the Building, together with all landscaping, lighting, walkways, driveways, parking areas and stormwater drainage facilities on the Land outside the Building, and together with all areas of the Building provided for use in common by all tenants in the Building, such as lobbies, elevators, restrooms, stairways and mechanical rooms. Landlord shall provide the Premises with reasonable janitorial and general cleaning services from Monday through Friday, provided further, however, that Landlord shall not be obligated to provide such janitorial services on holidays observed by national banks in DENVER, COLORADO. Landlord shall furnish all Building standard fluorescent and incandescent light bulb replacement in the common areas of the Building and shall furnish Building standard light bulb replacement in the Premises. Provided, however, Tenant shall promptly pay to Landlord, as additional rent, costs incurred by Landlord in replacing light bulbs in the Premises (including the cost of purchasing such light

bulbs) if and to the extent such replacement involves light bulbs other than Building standard light bulbs and/or such cost exceeds the replacement cost for Building standard light bulbs.

(b) Utilities and Other Services. Landlord shall provide the Premises with the necessary heating and air conditioning to adequately heat and cool the Premises, as is customary in similar class office buildings in DENVER, COLORADO, from 8:00 A.M. to 6:00 P.M., Monday through Friday, and from 8:00 A.M. to 1:00 P.M. on Saturdays. Landlord shall furnish the Premises with electricity for the maintenance of building standard fluorescent lighting. The Landlord shall also furnish the Premises with sufficient electricity for other lighting and the operation of general office machines customarily found in multi-tenant office buildings in DENVER, COLORADO, such as personal computers (CPUs), facsimile machines, photocopy machines, electric typewriters, dictating equipment, adding machines and calculators, and general service non-production type office copy machines. Tenant shall not use or permit in the Premises any electrical device which will overload the Building's electrical circuits. Tenant shall not without Landlord's prior written consent in each instance (which consent shall not be unreasonably withheld) connect any other machines to the Building's electrical distribution system or make any alteration or addition to such system which would impair the electrical delivery system of the Building. Landlord shall furnish adequate running water to the building standard water fountain, lavatories and toilets in the core area on each floor of the Building and shall keep all such plumbing in working order. Landlord shall furnish elevator service to the Premises during ordinary business hours and shall make reasonable elevator service available to such persons who may be permitted to enter the Building at other times. Landlord shall have the right to terminate the furnishing of any or all utilities and services required or permitted under this paragraph 10(b) during emergency situations and at and for any and all such time or times as Landlord shall deem necessary for repairs, alterations or improvements. Landlord shall have no liability or responsibility to Tenant for loss or damage and Tenant's obligations under this Lease shall not be affected in any manner in the event the furnishing of any of the utilities and services herein before provided for is prohibited by or stopped for repairs, alterations or improvements or by reason of causes beyond Landlord's control including, without limitation, accidents, strikes, lockouts, orders or regulations of any Federal, state or municipal authority, or fire, casualty or Acts of God. Any other provision of this Lease to the contrary notwithstanding, Landlord shall have no responsibility for and Tenant shall maintain and repair at its sole cost and expense all appliances now or hereafter in the Premises including, without limitation, all dishwashers, refrigerators, stoves, ovens (microwave or otherwise), ice machines, sinks and/or disposals and all plumbing and electrical connections affecting and/or serving any of the same.

11. Alterations by Tenant. Tenant shall make no alterations, additions or improvements to the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. All alterations, additions and improvements made by, for or at the direction of Tenant (except trade fixtures not affixed to the Building and moveable furniture) shall, when made, become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of this Lease, except for those items that the Landlord has agreed in writing to allow the Tenant to remove, provided the Tenant repairs any damage caused by such removals. Upon the expiration or any earlier termination of this Lease, Tenant shall promptly reimburse Landlord for any reasonable expense or cost incurred by Landlord in restoring the Premises substantially to the condition in which the Premises were at the time Tenant shall have occupied the same, ordinary

wear and tear, fire or other casualty not caused by Tenant, its employees, agents, or licensees, and additions and improvements to the Premises consented to in writing by Landlord excepted. Tenant shall promptly pay and discharge any and all liens or other charges arising out of or in connection with the performance of any act required of or permitted to Tenant hereunder and shall keep the Premises free and clear from any and all such liens or charges.

12. Property of Tenant. All property placed on the Premises by, at the direction of or with the consent of the Tenant, its employees, agents, licensees or invitees, shall be at the risk of the Tenant or the owner thereof and Landlord shall not be liable for any loss of or damage to said property resulting from any cause whatsoever unless such loss or damage is solely the result of Landlord's proven acts of negligence or willful misconduct.

13. Rules and Regulations. The Rules and Regulations (the "**Rules and Regulations**") heretofore adopted by Landlord for the Building are attached hereto as **Exhibit C** and incorporated herein by reference and Tenant agrees to abide by and conform to the provisions of said Rules and Regulations. Tenant further agrees to abide by and conform to such further rules and regulations as Landlord may reasonably make or reasonably adopt from time to time for the care, protection and benefit of the Building and the Land or for the general comfort and welfare of its and their occupants. Landlord shall have no responsibility or liability to Tenant for any non-conformance by any other tenant or tenants of the Building to any requirement of said Rules and Regulations, but if so requested by Tenant, shall make best efforts to force compliance by other tenants with the requirements of such Rules and Regulations.

14. Landlord's Right of Entry. Landlord shall have the right to enter and to grant licenses to enter the Premises for such lengths of time as shall be reasonable and at any reasonable time that shall not (except in emergency situations) interfere with Tenant's business operations, and provided that Landlord has (except in emergency situations) given reasonable notice of such entry: (a) to inspect the Premises, (b) to exhibit the Premises to prospective tenants or purchasers of the Building, (c) to make alterations or repairs to the Premises or to the Building and/or any of its or their operating or other systems (including without limitation, installation and/or maintenance of pipes, ducts, conduits, wires, structural elements and/or any other building service elements or facilities located in the Premises which serve the Premises or other parts or other tenants of the Building), (d) for any purpose which Landlord shall reasonably deem necessary for the operation and maintenance of the Building, (e) for the purpose of removing from the Premises any placards, signs, fixtures, alterations or additions not permitted by this agreement or by the Rules and Regulations, or (f) to abate any condition which constitutes a violation of any covenant or condition of this Lease or of the Rules and Regulations. No such entry by Landlord shall in any manner affect Tenant's obligations and covenants under this Lease and no such entry shall, except for acts of negligence or willful misconduct on the part of Landlord, render Landlord liable for any loss of or damage to the property of Tenant. No such entry shall be deemed an eviction or disturbance of Tenant's use or possession of the Premises or give rise to any claim for setoff or abatement of any rent or other payment due from Tenant. For the following purposes, the "**plenum area**" consists of all areas within the exterior walls of the Premises and above the elevation of any ceiling grid within the Premises, or if there is any portion of the Premises in which there is no ceiling grid, above the elevation of a typical ceiling grid in another area of the Building similar to the area of the Building containing the Premises. Any other provision of this Lease to the contrary

notwithstanding: (i) the plenum area is expressly excluded from the Premises and is not leased to Tenant and shall remain the sole property of Landlord; and (ii) Landlord shall have the right to install and/or maintain pipes, ducts, conduits, wires, structural elements and/or any other building service elements or facilities in the plenum area. When conducting any such work in the plenum area of the Premises, Landlord shall exercise reasonable efforts to avoid and to minimize any interference with Tenant's business operations in the Premises.

15. Indemnification. Each of Landlord and Tenant agrees to indemnify and defend the other and to save harmless the other, and the tenants, licensees, invitees, agents, servants and employees of the other against and from any and all claims by or on behalf of any person, firm or corporation arising by reason of injury to person or property occurring on the Premises or in the Building or on the Land occasioned in whole or in part by any act or omission on the part of the indemnifying party or any employee, agent, assignee or subtenant of the indemnifying party, or by reason of any unlawful use of the Premises, the Building or the Land by the indemnifying party or by reason of any breach, violation or nonperformance of any covenant in this Lease on the part of the indemnifying party to be observed or performed.

Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the Building (other than Landlord, its agents or employees) or by any owner or occupant of adjoining or contiguous property (other than Landlord, its agents or employees). Neither Landlord nor its agents shall be liable to Tenant or to any person, firm or corporation claiming through or under Tenant for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, glass, electricity, water, rain or snow or leaks from any part of the Building or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature, unless caused by or due to acts of negligence or willful misconduct of Landlord, its agents or employees. Landlord shall not be liable to Tenant or to any person, firm or corporation claiming through or under Tenant for any latent defect in the Premises or in the Building or of the Land which is unknown to Landlord.

16. Insurance and Insurance Rates. Throughout the term of this Lease, Landlord shall carry fire and extended coverage insurance insuring its interest in the Building and the Premises and general liability insurance covering Landlord, such insurance to be written by insurance companies and in amounts satisfactory to Landlord. Landlord hereby waives any claim or right of action which it may have against Tenant for any loss or damage covered by any of such property insurance. Throughout the term of this Lease, Tenant shall carry fire and extended coverage insurance insuring its interest, if any, in improvements to or in the Premises and its interest in its office furniture, equipment, supplies and other property. Tenant's liability insurance shall name Landlord, the City of DENVER and Landlord's leasehold mortgagees as additional insureds, and Tenant shall provide Landlord with evidence of insurance. Tenant hereby waives any claim or right of action which it may have against Landlord for any loss or damage covered by any of such property insurance. Tenant shall carry public liability insurance (not less than \$2,000,000 per occurrence and \$2,000,000 aggregate) insuring against all liability of Tenant and its authorized representatives arising out of or in connection with Tenant's use or occupancy of the Premises.

Tenant shall not do or cause to be done or permit on the Premises or in the Building anything deemed extra hazardous on account of fire and Tenant shall not use the Premises or the Building in any manner which will cause an increase in the premium rate for any insurance in effect on the Building or a part hereof. If, because of anything done, caused to be done, permitted or omitted by Tenant or its agents, servants or employees the premium rate for any kind of insurance in effect on the Building or any part thereof shall be raised, Tenant shall pay Landlord on demand the amount of any such increase in premium which Landlord shall pay for such insurance and if Landlord shall demand that Tenant remedy the condition which caused any such increase in an insurance premium rate, Tenant shall remedy such condition within thirty (30) days after receipt of such demand.

17. Fire or Other Casualty. In the event that before or during the term of this Lease, the Premises or the Building shall be damaged by fire or other casualty which renders the Building, the Premises or any part of the Building or the Premises untenable, Landlord within sixty (60) days of such fire or casualty or of receipt of written notice from Tenant of such damage (whichever shall last occur) shall have the right to either (i) serve written notice upon Tenant of Landlord's intent to repair said damage or (ii) if such damage renders so much of either of the Premises or of the Building untenable that repair would not be commercially reasonable, serve written notice upon Tenant that this Lease is terminated, provided, however, that Landlord shall not so terminate this Lease unless such repairs cannot be made within a period of sixty (60) days or unless at the time such notice is given there remains less than one hundred eighty (180) days during the unexpired current term of this Lease. If Landlord shall elect to repair such damage, such repairs shall be commenced within sixty (60) days of notice to Tenant of such election and such repairs shall be completed within one hundred eighty (180) days of notice to Tenant of such election. During the period of repair the Base Rent shall be reduced to an amount which bears the same ratio to the Base Rent as the portion of the Premises then tenable and available for use for Tenant's ordinary business operations bears to the entire Premises. Upon completion of such repair, the rent shall thereafter be paid as if no fire or other casualty had occurred.

The other provisions of this paragraph 17 notwithstanding, Landlord shall have no obligation to replace or repair any property in the Building or on the Premises belonging to Tenant or to any one claiming through or under Tenant nor shall Landlord have any obligation hereunder to replace or repair any property on the Premises which Landlord shall have the right to require Tenant to remove from the Premises or any alteration, addition or improvement made to the Premises by, for or at the direction of Tenant.

18. Subordination. Provided that Tenant shall not be disturbed in its use and occupancy of the Premises under the terms of this Lease except in accordance with the terms of this Lease, Tenant agrees that this Lease is and shall remain subject and subordinate to and may be assigned as security for any present and all future ground leases or underlying leases of the Building or of the Land and to and for all mortgages or deeds of trust which may now or hereafter affect such leases or the Building or the Land upon which the Building is located and to and for all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument shall be necessary to effect such subordination, however, Tenant shall execute promptly and deliver to Landlord any such certificate or certificates in writing as Landlord may reasonably request evidencing the subordination of this Lease to or the

assignment of this Lease as additional security for such ground lease, underlying lease, mortgage or deed of trust. Tenant agrees that it shall, upon any transfer of the Building to any lender holding any security interest in the Building, attorn to such lender. Tenant further agrees that any cancellation, surrender or amendment of this Lease without the prior written consent of each lender holding a security interest in the Building shall be voidable by such Lender.

19. Condemnation. In the event the whole or any material part of the Building or the Land shall be taken by eminent domain or in any manner for a public use, the Landlord may at its option terminate this Lease. Tenant shall not be entitled to any part of any award or payment which may be paid to Landlord or made for Landlord's benefit in connection with such public use and Tenant shall have no claim or rights as against Landlord for the value of any unexpired term of this Lease. It is agreed, however, that the widening of streets abutting the land on which the Building stands shall not affect this Lease, provided that no material part of the Building is so taken.

20. Quiet Enjoyment. Landlord agrees that Tenant on paying the rent and performing all the terms and conditions of this Lease shall quietly have, hold and enjoy the Premises for the term aforesaid.

21. Notices. Any notice or demand which by any provision of this agreement is required or allowed to be given by either party to the other shall be deemed to have been sufficiently given for all purposes when made in writing and delivered by hand or by nationally recognized overnight courier or sent in the United States mail as certified or registered mail, return receipt requested, postage prepaid and addressed: (a) if to Tenant, to the suite number of the Premises at the Building or to such other place as Tenant may from time to time designate in a notice to Landlord and (b) if to Landlord, to the office of the Building Manager at the Building or to such other place as Landlord may from time to time designate in a notice to Tenant.

22. Heirs and Assigns. The provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant, and their respective successors, heirs, legal representatives and assigns; it is understood and agreed, however, that the term "**Landlord**", as used in this Lease, means only the owner or the Landlord for the time being of the Building of which Premises are a part, so that in the event of any sale or sales (including, without limitation, any judicial sale, any sale in foreclosure and any sale pursuant to a power of sale contained in a mortgage or deed of trust affecting all or any part of the Building or the Land or a leasehold interest in the Land or the Building) of said property or of any lease thereof, the Landlord named herein shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder accruing thereafter, and it shall be deemed without further agreement that, subject to the provisions of paragraph 18 above, the purchaser or the Tenant, as the case may be, has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder during the period such party has possession of the Land and Building. Tenant shall from time to time upon request of Landlord execute and deliver to Landlord a certificate or certificates stating that this Lease is unmodified and in full force and effect or in full force and effect as modified and stating the modifications. Such certificates shall also state the amount of Base Rent then in effect, the dates to which rent has been paid in advance, the amount of any security deposit, and shall specify any default in Landlord's performance claimed by Tenant and contain such other provisions as may be reasonably requested by Landlord and/or its lender. In addition, within thirty (30) days after

the Commencement Date, Tenant shall execute and deliver to Landlord the Tenant's Estoppel Certificate attached to this Lease as **Exhibit D**.

23. Environmental Covenants.

(a) As used in this Lease, the term "**Hazardous Material**" means any element, compound, mixture, solution, particle or substance which is dangerous or harmful or potentially dangerous or harmful to the health or welfare of human life or the environment, including but not limited to explosives, petroleum and petroleum products, radioactive materials, hazardous wastes, hazardous substances, toxic substances or related materials, including without limitation any substance defined as or included within the definition of "asbestos," "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "hazardous pollutant" or "toxic pollutant," or other similar terms, as those terms are used in the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act, or any amendments thereto, or any regulations promulgated thereunder, and any other law or regulation promulgated by any federal, municipal, state, county or other governmental or quasi governmental authority and/or agency or department thereof.

(b) Except as commonly used in connection with general office uses in compliance with all applicable local, state and federal laws, ordinances, regulations and other requirements relating to Hazardous Materials or the protection of the environment (collectively "**Environmental Laws**"), Tenant shall not use, generate, manufacture, produce, treat, store, release, discharge or dispose of on, in, or under the Land, the Premises or the Building any Hazardous Material or allow any other person or entity to do so. Tenant shall comply with all applicable Environmental Laws. Tenant shall promptly notify Landlord should Tenant receive notice of, or otherwise become aware of, any: (i) pending or threatened environmental regulatory action against Tenant or Landlord or concerning the Land, the Premises or the Building in any way; (ii) claims made or threatened by any third party relating to any Environmental Law or any Hazardous Material relating to the Land, the Premises or the Building in any way; or (iii) release or discharge, or threatened release or discharge, of any Hazardous Material in, on, under or about the Land, the Premises or the Building.

(c) Tenant agrees to indemnify, defend and hold Landlord and its property manager, if any, and their respective officers, shareholders, directors, partners, agents, employees, heirs, successors and assigns, harmless from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including reasonable attorneys' fees) directly or indirectly attributable to Tenant's failure to comply with this paragraph 23, including, without limitation: (i) the costs of any required or necessary repair, response, remediation, testing, monitoring, cleanup or detoxification of any property, and (ii) the preparation and implementation of any closure, response, remedial or other required plan. The indemnity contained in this paragraph 23 shall survive the termination or expiration of this Lease.

24. Name of Building. Landlord reserves the right to change the name of the Building.

25. Integration and Binding Effect. The entire agreement, intent and understanding between Landlord and Tenant is contained in the provisions of this Lease and any stipulations, representations, promises or agreements, written or oral, made prior to or contemporaneously with this Lease shall have no legal or equitable effect or consequence unless reduced to writing herein. This Lease shall be governed by and construed pursuant to the laws of the State of COLORADO.

26. Lien for Rent. In consideration of the mutual benefits arising under this Lease, Tenant hereby grants to Landlord a lien and security interest on all property of Tenant now or hereafter placed in or upon the Premises and such property shall be and remain subject to such lien and security interest of Landlord for payment of all rent and other sums agreed to be paid by Tenant herein. The provisions of this paragraph shall constitute a security agreement under the Uniform Commercial Code so that Landlord shall have and may enforce a security interest on all property of Tenant now or hereafter placed in or on the Premises and such property shall remain subject to such lien and security interest of Landlord for payment of all rent and other sums agreed to be paid by Tenant herein. Tenant agrees to execute as debtor such financing statements as Landlord may now or hereafter reasonably request in order that such security interest or interests may be perfected pursuant to said Code. Landlord, as secured party, shall be entitled to all of the rights and remedies afforded a secured party under said Code in addition to and cumulative of the Landlord's lien and rights provided by law or by the other terms and provisions of this Lease.

27. Sublease of Expansion Space. Notwithstanding any provision of this Lease to the contrary Tenant shall, during the term of this Lease, make available to Landlord for sublease to third parties that portion of the Premises, if any, designated as "**Expansion Space**" on **Exhibit B**. The purpose of this provision is to allow Landlord to generate from space in the Building that is subject to leases with the Agencies, but currently unused by the Agencies, income to reduce the Base Rent payable by all of the Agencies through increased credits or rebates as described in Paragraph 2(a) above. During the first twenty-four (24) months of the Initial Term, Landlord may, without Tenant's consent, sublease all or any portion of the Expansion Space (such Expansion Space subleased or proposed for sublease hereinafter called the "**Sublease Space**") to one (1) or more third parties for a term that expires no later than the end of the thirty-sixth (36th) month of the Initial Term. Landlord shall notify tenant in writing of any such sublease. At any time after the twenty-fourth (24th) month of the Initial Term, Landlord shall not enter into a new sublease of any of the Expansion Space or renew or extend any such sublease without first requesting Tenant's consent in writing. Within twenty (20) days after the receipt of such request, Tenant may either grant consent or reject such sublease by written notice to Landlord. Tenant may not reject such sublease without providing to Landlord together with such rejection a reasonably detailed written explanation of Tenant's plans to use the proposed Sublease Space in the operation of its business in the Building within the following twelve (12) months. If Tenant does not so reject such sublease, consent shall be deemed granted and Landlord may sublease the proposed Sublease Space to the proposed subtenant for a term not to exceed two (2) years. In the event of any sublease of any Sublease Space hereunder, Landlord shall perform at Landlord's sole cost and expense all alterations to the Building and to the Sublease Space necessary for the subtenant to occupy and use the Sublease Space without interfering with the business of Tenant in the remainder of the Premises. Tenant shall cooperate with Landlord in planning such occupancy and use to reduce the scope of such alterations and

the amount of such costs to the extent reasonable. During the term of any such sublease, Tenant shall have no obligations under this Lease with respect to the Sublease Space, including, without limitation, the obligations of insurance, Base Rent and other charges. Any such sublease shall be subject to extension or renewal only under the procedure described above, and subject to the same limitations and requirements, for an initial sublease after the twenty-fourth (24th) month of the Initial Term. At the end of any such sublease, whether by expiration, agreement or termination, Landlord shall, at Landlord's sole cost and expense restore the Sublease Space as necessary for Tenant to use the Sublease Space as part of the Premises for the conduct of Tenant's business, provided that Landlord's obligation for restoration shall not exceed restoration to the condition existing on the date of the original notice of such prospective sublease. Tenant shall cooperate with Landlord in planning such restoration to reduce the scope of such restoration and the amount of such costs to the extent reasonable. Upon the return of the Sublease Space to Tenant, Tenant's obligations with respect of the Sublease Space shall resume on the same basis as the remainder of the Premises.

28. Parking. The parking area on the Land shall be reserved for visitors and for other users designated by Landlord from time to time subject to procedures established by Landlord; parking for Tenant's staff will be available for purchase by Tenant on the terms set forth in a License Agreement between Landlord and The City of DENVER dated as of July 25, 2001, (hereinafter called the "**Parking License**") a copy of which has been received by Tenant. Landlord shall assign to Tenant the right to use and pay for up to _____ parking spaces for the use of Tenant's staff under the Parking License. The number of parking spaces is based on a pro rata allocation to the Agencies of _____ spaces per square foot of their respective Premises. Tenant may opt to use fewer parking spaces under the Parking License for any reason, including, without limitation, the choice to contract for staff parking directly with a third party. Tenant shall be responsible for coordinating, administering and paying for its own staff parking, whether pursuant to assignment of rights under the Parking License or otherwise.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease and have hereunto set their seals as of the day and year first above written.

TENANT:*

_____ (SEAL)

By: _____
_____ President

LANDLORD:

ORGANIZATION

By: _____
_____ President

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the _____ Secretary of _____, a _____ corporation, and that by authority duly given and as the act of the corporation, the foregoing Lease Agreement was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary.

WITNESS my hand and official stamp or seal, this _____ day of _____, 20____.

(Official Seal)

Notary Public

My commission expires: _____

STATE OF _____

COUNTY OF _____

This _____ day of _____, 2010, personally came before me _____, who, being by me duly sworn, says that he is the _____ President of ORGANIZATION a COLORADO not-for-profit corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the company, and that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given. And the said _____ President acknowledged the said writing to be the act and deed of said corporation.

Notary Public

My commission expires:

[NOTARIAL SEAL]

EXHIBIT A

PREMISES

EXHIBIT B

IMPROVEMENTS TO BE FURNISHED AND/OR INSTALLED BY LANDLORD

A. Landlord's Building Standard Work

1. Landlord will provide base building sprinkler system installed (with sprinkler heads turned up) to meet City and State Codes.
2. Landlord will provide HVAC main supply and return duct to the parallel fan boxes at each conditioned air zone.
3. Landlord will provide 2' x 4' parabolic three lamp light fixtures on a ratio of one (1) fixture per 100 rentable square feet. Fixtures to be stacked on the floor.
4. Landlord will provide electrical power at the electrical rooms and at junction boxes on the deck above for Tenant connection of electrical power distribution.
5. Landlord will provide 2' x 2' lay-in ceiling tile and the grid suspension system in the public areas only (lobby, restrooms and corridors). Ceiling grid tees and ceiling tiles will be stacked on the floor. Purchase and installation of the ceiling tile and installation of the lights will be part of Tenant's work.
6. Landlord will provide a concrete subfloor suitable for application of Tenant's floor covering.
7. Gypsum wallboard will be installed by Landlord at the perimeter walls and columns, such gypsum wallboard to be taped, bedded and sanded.
8. Gypsum wallboard will be provided by Landlord on common area corridors of multi-tenant floors on corridor side only, taped, bedded and sanded.
9. Fire extinguishers will be provided by Landlord to meet all applicable City and State codes at mechanical, electrical and telephone equipment rooms, tenant floor elevator lobbies and multi-tenant corridors.
10. Landlord will supply men's and women's restrooms, including all necessary plumbing, fixtures, water coolers and finishes to Building standard finish.
11. Landlord will supply and install Building standard window treatments.
12. Landlord shall provide fire escape stairways complete with doors.

B. Landlord's Upfit of Tenant's Premises

Notwithstanding any limitation stated in Section A of this **Exhibit B**, Landlord shall:

1. Provide all wiring, cabling and finish work in the Premises as provided in the plans agreed between Landlord and Tenant.
2. Landlord will provide work stations, office furniture, file storage units and office equipment for use in the Premises as provided in the inventory agreed between Landlord and Tenant.
3. Landlord shall provide moving services for Tenant to move into the Premises as provided in the service agreement between Landlord and Tenant.
4. Landlord shall provide collaboration capacity and shared services management for Tenant and the other agencies by an Executive Director, subject to the availability of funding.

EXHIBIT C

RULES AND REGULATIONS

1. Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may change the appearance of the Building or appear unsightly from outside the Premises; provided, however, that Landlord may furnish and install a Building standard window covering at all exterior windows. Tenant shall not sunscreen any window or interfere with or change in any manner any Building standard window covering installed by Landlord.
2. The sidewalks, hall, passages, exits, entrances, elevators and stairways shall not be obstructed by any Tenant or used by Tenant for any purpose other than for ingress and egress. No Tenant, or any employees of any Tenant, shall go upon the roof of the Building without the written consent of the Landlord.
3. Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises. Without the prior written consent of Landlord, no article shall be fastened to or holes drilled or nails or screws driven into the walls or partitions, nor shall the walls or partitions be painted, papered or otherwise covered or in any way marked or broken. Any Tenant desiring to put in telephone junction or control boxes in its Premises will notify the Landlord, who will designate where the same shall be placed. No mechanics or contractors shall be allowed in or about the Building other than those employed by the Building Management without the written consent of the Landlord first having been obtained.
4. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be disposed of in them and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it.
5. Tenant shall not in any way deface any part of the Premises. Tenants, and their employees and invitees, shall not make or commit any improper noises or disturbances of any kind in the Building, smoke in the elevators, or mark or defile the water closets, or toilet rooms, or the walls or doors of the Building, or interfere in any way with other tenants or those having business with them. No Tenant shall cause unnecessary labor by reason of carelessness and indifference to the preservation of good order and cleanliness in its Premises and in the Building. In order that the Premises may be kept in a good state of preservation and cleanliness, each Tenant shall, during the continuance of its lease, permit the janitor of the Landlord to take charge of and clean its Premises.
6. No furniture, freight or equipment of any kind shall be brought into the Building without prior notice to Landlord and all moving of the same into or out of the Building shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute their weight. Landlord will not be responsible for loss of or damage to any such safe or other property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of Tenant.
7. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other Tenants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises or the Building.
8. No cooking shall be done or permitted by any Tenant on the Premises, nor shall the Premises be used for the storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.
9. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord.

10. If Tenants desire to introduce signaling, telegraphic, telephonic or other wires and instruments into the Premises, the Landlord will direct the electricians as to where and how the same are to be placed, and without such directions no placing, boring or cutting for wires will be permitted. Landlord shall in all cases retain the right to require the placing and using of electrical protecting devices to prevent the transmission of excessive currents of electricity into or through the Building, and to require the changing of wires and of their placing and arrangement as Landlord may deem necessary, and further to require compliance on the part of all using or seeking access to such wires with such rules as Landlord may establish relating thereto, and in event of non-compliance with such requirements and rules Landlord shall have the right to immediately cut and prevent the use of such wires.
11. On Saturdays from 1:00 p.m. to 8:00 a.m. the following Monday and on other days between the hours of 6:00 p.m. the preceding day and 8:00 a.m. the following day, access to the Building or to the halls, corridors, elevators or stairways in the Building or to the Premises may be refused unless the person seeking access is known to the person or employee of the Building in charge and/or has a pass or key or is properly identified. The Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Building during the continuance of the same by closing of the doors or otherwise, for the safety of the Tenants and protection of property in the Building and the Building.
12. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.
13. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the prior written consent of the Landlord.
14. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building of which the Premises are a part.
15. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.
16. Without the written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.
17. Landlord shall have the right to control and operate the public portions of the Building, and the public facilities, and heating and air conditioning as well as facilities furnished for the common use of the Tenants, in such manner as it deems best for the benefit of the Tenants generally.
18. All entrance doors in the Premises shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the Premises.
19. Only persons authorized by the Landlord will be permitted to furnish ice, drinking water, towels, vending services and other similar services to Tenants, and only at hours and under regulations fixed by the Landlord. No Tenant shall employ any person or persons, other than the janitor of the Landlord, for the purpose of cleaning the Premises, and it is understood and agreed that the Landlord shall not be responsible to any Tenant for any damage done to the furniture or other effects of any Tenant by the janitor or any of its employees, or any other person, or for any loss of property of any kind whatever from the Premises, however occurring. Tenants will see each day that the doors are securely locked before leaving the Premises.
20. Each Tenant shall promptly and at its expense execute and comply with all laws, rules, orders, ordinances and regulations of the City, County, State or Federal Government, and of any department or bureau of any of them, and of any other governmental authority, having jurisdiction over the said Premises, affecting the Tenant's occupancy of the Premises or Tenant's business conducted thereon.
21. The Landlord reserves the right to rescind any of these rules and to make such other and further rules and regulations as, in Landlord's judgment, may from time to time be needed for the safety, care, maintenance, operation and cleanliness of the Building, and for the preservation of good order therein, which, when so made, and notice thereof shall have been given to

the Tenant, shall have the same force and effect as if originally made a part of the foregoing Lease; and such other and further rules, shall not, however, be inconsistent with the proper and rightful enjoyment by the Tenant under the foregoing Lease of the Premises therein referred to.

- 22.** Smoking is not permitted in the Building.
- 23.** NO FIREARMS OF ANY TYPE ARE PERMITTED IN ANY TENANT'S PREMISES OR IN THE BUILDING, EXCEPT ONLY THOSE CARRIED BY DULY AUTHORIZED LAW ENFORCEMENT OFFICERS.

EXHIBIT D

TENANT'S ESTOPPEL CERTIFICATE

PREMISES: Approximately _____ square feet of rentable area on the _____ floor
of the ORGANIZATION at _____ 5th Street, DENVER, CO

LANDLORD:

TENANT:

LEASE DATED:

TENANT'S NOTICE ADDRESS:

DATE:

The undersigned, Tenant, hereby certifies to _____
("Mortgagee"), its successors and assigns that:

1. Tenant has accepted possession of the Premises pursuant to the Lease. The Lease term commenced on _____, 20____. The termination date of the Lease term, excluding renewals and extensions, is _____, 20____.

2. Any improvements required by the terms of the Lease to be made by Landlord have been completed to the satisfaction of Tenant in all respects, and Landlord has fulfilled all of its duties under the Lease.

3. The Lease has not been assigned, modified, supplemented or amended in any way. The Lease constitutes the entire agreement between the parties and there are no other agreements between Landlord and Tenant concerning the Premises.

4. The Lease is valid and in full force and effect, and, to the best of Tenant's knowledge, neither the Landlord nor Tenant is in default thereunder. Tenant has no defense, setoff or counterclaim against Landlord arising out of the Lease or in any way relating thereto, or arising out of any other transaction between Tenant and Landlord, and no event has occurred and no condition exists, which, with the giving of notice or the passage of time, or both, will constitute a default under the Lease.

5. No rent or other sum payable under the Lease has been paid more than one month in advance.

6. The minimum monthly rent presently payable under the Lease is _____.

7. Tenant acknowledges that Tenant has received notice that the Lease has been or will be assigned to Mortgagee, and Tenant has received no notice of a prior assignment, hypothecation or pledge of the Lease or the rents, income, deposits or profits arising thereunder. Tenant understands that under the provisions of the assignment, the Lease cannot be terminated by the Landlord (either directly or by the exercise of any option which could lead to termination) or modified in any of its terms, or consent be given to the release of any party having liability thereon, without the prior written consent of Mortgagee, that without such consent, no rent may be collected or accepted more than one month in advance and that the interest of the Landlord in the Lease has been assigned to Mortgagee solely as security for the purposes specified in the assignment and Mortgagee assumes no duty, liability or obligations whatever under the Lease or any extension or renewal thereof. If Tenant has any termination rights under the Lease, they are as follows (if none, state "none"): _____.

8. Tenant hereby acknowledges and agrees that if Mortgagee shall succeed to the interest of Landlord under the Lease, Mortgagee shall assume (only while owner of and in possession or control of the building of which the Premises are a part) and perform all of Landlord's obligations under the Lease, but shall not be liable for any act or omission of any prior landlord (including the present landlord), liable for the return of any security deposit, subject to any offset or defense which Tenant may have against any such prior landlord, bound by any rent or additional rent Tenant may have paid for more than the current month to any such prior landlord or bound by any assignment, surrender, termination, cancellation, waiver, release, amendment or modification of the Lease made without its express written consent.

9. Tenant shall give Mortgagee prompt written notice of any default of Landlord under the Lease, if such default entitles Tenant, under law or otherwise, to terminate the Lease, reduce rent or credit or offset any amount against future rents and shall give Mortgagee reasonable time (but in no event less than 90 days after receipt of such notice) to cure or commence to cure during such default prior to exercising (and as a condition precedent to its right to exercise) any right Tenant may have to terminate the Lease or to reduce the rent or credit or offset any amounts against the rent. Tenant shall give written notice to any successor in interest of Mortgagee, any purchaser at a foreclosure sale under the mortgage, any transferee who acquires the property by deed in lieu of foreclosure or any successor or assign thereof.

10. Tenant shall not look to Mortgagee, as mortgagee, or, in the event Mortgagee shall become a mortgagee in possession or successor in title to the Mortgaged Property, in connection with the return of or accountability with respect to any security deposit required by Landlord, unless said sums have actually been received by Mortgagee as security for Tenant's performance under the Lease.

11. Tenant shall neither suffer nor itself manufacture, store, handle, transport, dispose of, spill, leak, dump any toxic or hazardous waste, waste product or substance (as they may be defined in any federal or state statute, rule or regulation pertaining to or governing such wastes, waste products or substances) on the Mortgaged Property at any time during the term, or extended term, of the Lease.

12. All notices and other communications from Tenant to Mortgagee shall be in writing and shall be delivered or mailed by registered mail, postage paid, return receipt requested, addressed to Mortgagee at:

with copy to:

or at such other address as Mortgagee, any successor, purchaser or transferee shall furnish to Tenant in writing.

13. This Estoppel Certificate is being executed and delivered by Tenant to Mortgagee in connection with a loan previously made to Landlord, which loan is secured in part by an assignment to Mortgagee of Landlord's interest in the Lease and with the intent and understanding that the above statements will be relied upon by Mortgagee.

TENANT:

_____(SEAL)

Attest:

Secretary

By: _____

President

[CORPORATE SEAL]