

**OFFICE LEASE INFORMATION SHEET
("INFORMATION SHEET")**

A. PARTIES

- 1. Landlord: DENVER ORGANIZATION’S Center, Inc., a COLORADO non-profit corporation
- 2. Tenant: _____, a _____

B. LEASE EFFECTIVE DATE

_____, 20__

C. BASIC LEASE PROVISIONS

- 1. Premises: The ORGANIZATION’S Building
 - a. Address: 3543 18th Street, DENVER, COLORADO
 - b. Suite: _____
 - c. Floor: _____
 - d. Total Building Rentable Area (approx.): _____ rentable square feet
- 2. Premises Rentable Area: _____ rentable square feet
- 3. Lease Term: _____ years and _____ month(s)
- 4. Estimated Commencement Date: _____, 20__
- 5. Monthly Rent: _____ Dollars
 (\$_____) for each of months one (1) through _____ (____) of the Lease Term based on a rate of _____ Dollars (\$_____) per rentable square foot per month

6. Security Deposit: _____ Dollars (\$_____)

7. Address for Notices:

Landlord: DENVER ORGANIZATION’S Center, Inc.
 3542 18th Street
 DENVER, COLORADO 94110
 Attention: _____

Tenant: _____
 3543 18th Street, _____
 DENVER, COLORADO 94110
 Attention: _____

8: Use

Initials:

Landlord

Tenant

OFFICE LEASE AGREEMENT

1. Parties. This Office Lease Agreement (the "Lease"), effective as of the date (the "Effective Date") set forth at B of the Office Lease Agreement Information Sheet (the "Information Sheet"), is entered into by and between DENVER ORGANIZATION'S Center, Inc. (the "Landlord") and the entity set forth in the Information Sheet at A.2. (the "Tenant").

2. Premises. Landlord hereby leases to Tenant and Tenant hereby hires from Landlord a portion of that certain building (the "Building") known as The ORGANIZATION'S Building located upon that certain real property commonly known as 3543 18th Street, DENVER, COLORADO and more particularly described on Exhibit A hereto (the "Property") containing the total rentable floor area set forth in C.2. of the Information Sheet, and located at the address and in the suite and floor designated in the Information Sheet at C.1., as more particularly shown in Exhibit B hereto (the "Premises").

3. Term.

(a) The term of this Lease shall be a period set forth at C.3. of the Information Sheet, commencing on the Commencement Date as defined below and ending on the last day of such period, unless the Term is sooner terminated as provided herein (the "Term").

(b) The Commencement Date shall be defined to mean the Estimated Commencement Date specified in the Information Sheet at C.4.

(c) Within ten (10) days of a written request from Landlord, Tenant shall execute and return to Landlord an acknowledgment of the actual Commencement Date.

4. Possession. If Landlord, for any reason whatsoever, cannot deliver possession of the Premises to Tenant on the Estimated Commencement Date, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, but in that event, there shall be a proportionate reduction of Monthly Rent (as set forth at C.5. of the Information Sheet) covering the period between the Estimated Commencement Date and the time when Landlord can deliver possession. If possession of the Premises is not delivered to Tenant within six months from the Estimated Commencement Date, this Lease will terminate. Should Landlord tender possession of the Premises to Tenant prior to the Estimated Commencement Date, and Tenant accepts such prior tender, such prior occupancy shall be subject to all terms, covenants, and conditions of this Lease, including the payment of Monthly Rent. No delay in delivery of the Premises shall operate to extend the Term of this Lease.

5. Rent.

(a) On or before the first day of each calendar month during the Term, without prior notice or demand, deduction or offset, Tenant shall pay to Landlord, monthly rent in the amount set forth at C.5. of the Information Sheet (the "Monthly Rent") in lawful money of the United States of America to the Landlord at the address specified in the Information Sheet at C.11., or to such other person or at such other place as Landlord may from time to time designate.

(b) **Prorations.** If the Commencement Date is not the first day of a month, or if the Term expires on a date which is not the last day of a month, a prorated installment of Monthly Rent based on a thirty (30) day month shall be paid for the fractional month.

(c) **Late Payment Interest.** All Monthly Rent payable by Tenant to Landlord hereunder, if not received by Landlord within five (5) days of the date due, shall bear interest from the due date until paid at the lesser of (i) the rate of twelve percent (12%) per annum or (ii) the maximum rate permitted by applicable law.

6. Late Payment Charges. TENANT ACKNOWLEDGES THAT LATE PAYMENT BY TENANT TO LANDLORD OF MONTHLY RENT AND OTHER CHARGES PROVIDED FOR UNDER THIS LEASE WILL CAUSE LANDLORD TO INCUR COSTS NOT CONTEMPLATED BY THIS LEASE, THE EXACT AMOUNT OF SUCH COSTS BEING EXTREMELY DIFFICULT OR IMPRACTICABLE TO FIX. THEREFORE, IF ANY INSTALLMENT OF MONTHLY RENT OR ANY OTHER CHARGE DUE FROM TENANT IS NOT RECEIVED BY LANDLORD WITHIN FIVE DAYS OF THE DATE DUE, TENANT SHALL PAY TO LANDLORD AN ADDITIONAL SUM EQUAL TO FIVE PERCENT (5%) OF THE AMOUNT OVERDUE AS A LATE CHARGE. THE PARTIES AGREE THAT THIS LATE CHARGE REPRESENTS A FAIR AND REASONABLE ESTIMATE OF THE COSTS THAT LANDLORD WILL INCUR BY REASON OF THE LATE PAYMENT BY TENANT. SUCH LATE CHARGE SHALL BE IN ADDITION TO, AND NOT IN LIEU OF, ANY INTEREST THAT MAY ACCRUE ON ANY SUCH OVERDUE AMOUNT PURSUANT TO THE PROVISIONS OF SECTION 5(c).

Initials:

Landlord

Tenant

7. Security Deposit. Simultaneously with the execution of this Lease, Tenant shall deposit with Landlord the sum set forth at C.6. of the Information Sheet which sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease. Provided that at the end of the Term Tenant shall have delivered the Premises to Landlord, broom clean, and in the same condition as at the Commencement Date, reasonable wear excepted, and has performed all of its obligations under this Lease, the Security Deposit shall be returned to Tenant. No interest shall be payable thereon and Landlord shall not be required to keep the Security Deposit in a separate account. If Tenant fails to perform any of its obligations hereunder, Landlord may at its option apply or retain all or any portion of the Security Deposit toward the fulfillment of Tenant's unperformed obligations. If Landlord so uses or applies all or any portion of the Security Deposit, within ten (10) days after demand therefor, Tenant shall deposit cash with Landlord in an amount sufficient to restore the Security Deposit to the full amount thereof, and Tenant's failure to do so shall be a material breach of this Lease. Landlord's application or retention of the Security Deposit shall not constitute a waiver by Landlord in connection with any default under this Lease and shall not prejudice any other rights or remedies available to Landlord under this Lease or by law.

8. Use. Tenant shall use the Premises for the purpose set forth at C.8. of the Information Sheet and for no other use or purpose without the prior written consent of Landlord, which Landlord may withhold in its absolute discretion. Tenant shall not permit or make any use of the Premises which will increase the existing rate of insurance upon the Building or any of its contents or cause a cancellation of any insurance policy covering the Building or contents. Tenant shall not commit any public or private nuisance nor do or permit anything to be done in or about the Premises, Building or the Property which might disturb the quiet enjoyment of any other tenant or any occupant of nearby properties. No cooking devices or other odor causing devices, loudspeakers or other similar device, system or apparatus which

can be heard or experienced outside the Premises shall be used in or at the Premises without Landlord's prior written approval.

9. Compliance with Law. Tenant shall not use or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated. Tenant, at its sole cost and expense, shall promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use of occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts.

10. Toxic Material. Tenant, at its sole cost, shall comply with and cause Tenant's agents, employees, officers, directors, invitees and licensees (collectively, "Tenant's Agents") to comply with all laws relating to the storage, use and disposal of hazardous, toxic, or radioactive matter, including those materials identified in Sections 66680 through 66685 of Title 22 of the COLORADO Administrative Code, Division 4, Chapter 30 as they may be amended from time to time (collectively, "Toxic Materials").

Tenant shall be solely responsible for and shall defend, indemnify and hold Landlord and Landlord's authorized agents, together with any partners and any subsidiary, parent, affiliate corporations of Landlord, and any directors, officers, shareholders, and employees of Landlord or of any such agents partners, or subsidiary, parent, or affiliate corporations (collectively, "Landlord's Agents") harmless from and against all claims, costs and liabilities, including attorneys' fees and costs, arising out of or in connection with the storage, use, generation, transportation, disposal or release of Toxic Materials by Tenant or Tenant's Agents in, on or about the Premises or the Property and otherwise satisfactorily investigate and remediate the contamination arising therefrom to the reasonable satisfaction of Landlord and to the satisfaction of all governmental authorities. If Tenant becomes aware of any injury, investigation, or administrative or judicial proceeding regarding the storage, use or disposition of any Toxic Materials by Tenant or Tenant's Agents on or about the Premises or the Property, Tenant shall within five (5) days after first learning of such injury, investigation or proceeding give Landlord written notice advising Landlord of the same. The provisions of this Section 10 shall survive the expiration or early termination of this Lease.

11. Common Areas. Tenant shall have the right to the non-exclusive use, in common with others, throughout the Term, of all common stairways, hallways, elevators, bathrooms, sidewalks, easements and service alleys surrounding the Building, elevator lobbies, telephone equipment rooms and all other common facilities in or about the building as the same may exist from time to time. Such use shall be for Tenant and Tenant's clients, agents, employees, licensees and invitees. Tenant shall also have the non-exclusive use of the common areas dedicated to the posting of bulletins or the distribution of fliers or pamphlets for the purposes of posting bulletins or distributing pamphlets. Landlord shall have the right, in Landlord's sole discretion (i) to close temporarily any of the common areas for maintenance purposes so long as reasonable access to the Premises remains available and (ii) to do and perform such acts and make such changes in, to or with respect to such common areas as Landlord may deem appropriate.

12. Meeting Space. Any use of the Building's meeting space by Tenant shall be based upon availability and subject to Landlord's approval, which approval may be withheld in its sole and absolute discretion. Tenant shall be required to enter into a separate license agreement for the use of any such meeting space.

13. Alterations. Tenant shall not make or cause to be made any alterations, additions or improvements (including but not limited to lighting, heating, ventilating, electrical, telecommunications, partitioning, drapery, and carpentry installation) (collectively, "Alterations") to or of the Premises without the prior written consent of Landlord. Any Alterations shall become a part of the realty and belong to Landlord. Trade fixtures, equipment, furniture or other personal property owned by Tenant or placed, installed, or located within, upon or about the Premises by Tenant or at Tenant's direction ("Tenant's Personal Property"), shall remain the property of Tenant. Construction of any Alterations shall be completed in accordance with drawings and specifications approved in advance in writing by Landlord and shall be carried out in a good and workmanlike manner, at Tenant's sole cost and expense, by a contractor approved in writing by Landlord and shall comply with all applicable requirements of governmental authorities and such additional conditions as Landlord may reasonably impose. Upon the expiration or sooner termination of the Lease, Tenant, upon demand by Landlord, at Tenant's sole cost and expense, shall promptly remove any Alterations, made by Tenant which are designated by Landlord to be removed shall repair any damage to the Premises caused by such removal. Tenant's obligation to remove any Alterations and Tenant's Personal Property and to repair any damage from such removal shall survive the expiration or early termination of this Lease.

14. Condition, Repairs and Maintenance.

(a) By accepting possession of the Premises, Tenant accepts the Premises as being in good, sanitary order, condition and repair. It is specifically understood and agreed that Tenant shall be deemed to have accepted the Premises in an "AS IS" condition and Landlord has no obligation and has made no promises to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof and that no representations respecting the condition of the Premises or the Building or the suitability of such for Tenant's intended use have been made by Landlord to Tenant.

(b) Tenant, at Tenant's sole cost and expense, shall keep the Premises in good condition and repair, ordinary wear and tear excepted. Landlord shall be responsible for maintaining and repairing the structural part of the Building, which structural parts include the foundation, roof and subflooring of the Premises, the curtain wall, exterior windows, load bearing walls, and the basic plumbing, heating, ventilating, and electrical systems installed or furnished by Landlord, except for any damage to the Premises or Building caused by the negligence or willful acts or omissions of Tenant or Tenant's Agents (as defined in Section 10), or by reason of the failure of Tenant to perform or comply with any terms, conditions or covenants in this Lease or caused by any Alterations made by Tenant or Tenant's Agents, which shall be Tenant's responsibility.

(c) There shall be no abatement of Monthly Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs or performance of any maintenance obligations by Landlord. Tenant hereby waives all rights to make repairs at the expense of the Landlord as provided by law, statute or ordinance now or hereafter in effect.

15. Surrender. Upon the expiration or earlier termination of the Term, Tenant shall surrender the Premises to Landlord in the same condition as when received, normal wear and tear excepted, with all interior areas cleaned. If Tenant fails to remove the Alterations specified for removal pursuant to Section 13, and Tenant's Personal Property (as defined in Section 13), Landlord may retain such property and all rights of Tenant with respect to it shall cease or Landlord may place all or any portion of such property in public storage for Tenant's account. Tenant shall be liable to Landlord for costs of removal of any such Alterations and Tenant's Personal Property and storage and transportation costs of same, and the costs of repairing and restoring the Premises, together with interest at the rate specified in Section 5(c) from the date of expenditure by Landlord until paid.

16. Abandonment. Tenant shall not vacate or abandon the Premises at any time during the Term, and if Tenant abandons, vacates or surrenders the Premises or is dispossessed by process of law, or otherwise, Tenant's Personal Property left on the Premises shall be deemed to be abandoned, at the option of Landlord.

17. Liens. Tenant shall keep the Premises, the Building and the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. Tenant shall in the event of the filing of any such lien, post any bond required to release the premises therefrom. Should Tenant fail to remove any such lien within five (5) business days after notice to do so from Landlord, Landlord may, in addition to any other remedies, record a bond pursuant to COLORADO Civil Code Section 3143 and all amounts incurred by Landlord in so doing shall become immediately due and payable by Tenant to Landlord. Landlord shall have the right to post and keep posted on the Premises any notices that may be provided by law or which Landlord may deem to be proper for the protection of Landlord, the Premises and the Building from such liens.

18. Assignment and Subletting.

(a) Tenant shall not mortgage, pledge, hypothecate or encumber this Lease or any interest therein. Tenant shall not assign this Lease or sublet the Premises or any portion thereof or permit any person or entity other than Tenant's agents or employees to occupy or use the Premises, or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Landlord's consent to one assignment, subleasing or occupancy shall not be deemed to be a consent to any subsequent assignment, subleasing or occupancy.

(b) In the event that Tenant desires to assign this Lease or sublet all or any part of the Premises, Tenant shall notify the Landlord in writing (the "Sublet Notice") of the terms of the proposed assignment or sublet. The Sublet Notice shall include: (i) the name of the proposed assignee or subtenant; (ii) the nature of the proposed assignee or subtenant's business to be carried on in the Premises; (iii) the terms and provisions of the proposed assignment or sublet and a copy of the proposed assignment or sublet form containing a description of the subject premises; and (iv) such financial information, including financial statements, as Landlord may reasonably request regarding the proposed assignee or subtenant.

(c) At any time within thirty (30) days after Landlord's receipt of the Sublet Notice, Landlord may, by written notice to Tenant, elect: (i) to consent to the proposed assignment or sublet by Tenant, (ii) to refuse its consent to the proposed assignment or sublet and require Tenant to perform its obligations under this Lease or (iii) terminate this Lease with regard to any portion of the Premises proposed to be sublet or terminate this Lease in the event of a proposed assignment.

(d) The term of any sublease or assignment shall not extend beyond the expiration of the Term of this Lease.

(e) No assignee or subtenant shall have the right to further sublease its premises or assign this Lease or the sublease.

(f) Regardless of Landlord's consent, no sublease or assignment shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay rent and perform all other obligations of Tenant under this Lease. In the event of a Default by any assignee of Tenant or any successor of Tenant in performance of any of the terms of this Lease, Landlord may proceed directly against Tenant or against such assignee or successor, in its discretion, without the necessity of exhausting remedies against

such other party. In addition, in the event of a Default by Tenant, Landlord may direct any subtenant of Tenant to pay its subrent directly to Landlord.

(g) In no event shall Tenant assign this Lease or sublet the Premises or any portion thereof to any then, existing or prospective tenant of the Building.

(h) Tenant shall pay Landlord's reasonable costs incurred in connection with Tenant's request to assign this Lease or sublet the Premises, regardless whether or not the Landlord consents to the proposed transfer.

(i) If Tenant is a corporation or a partnership, the transfer (as a consequence of a single transaction or any number of separate transactions) of fifty percent (50%) or more of the beneficial ownership interest of the voting stock of Tenant issued and outstanding as of the date hereof or of the partnership interests in Tenant, as the case may be, shall constitute an assignment hereunder for which such consent is required. Further, any assignment of this Lease or sublease of the Premises or any portion thereof to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from merger or consolidation with Tenant, or to any person or entity which acquires all the assets as a going concern of the business of Tenant that is being conducted on the Premises, without the prior written consent of Landlord shall be void, and, at the option of Landlord, shall terminate this Lease.

(j) If Landlord consents to any proposed sublease, Tenant may thereafter enter into a valid sublease of the Premises or a portion thereof, upon the terms and conditions and with the proposed subtenant set forth in the Sublet Notice subject, however, to the condition that fifty percent (50%) of any excess of the subrent over the Monthly Rent required to be paid by Tenant hereunder shall be paid to Landlord as and when received by Tenant after first deducting from the subrent so received by Tenant the reasonable costs incurred by Tenant with respect to such sublet for the following (which are to be deducted on an amortized basis over the term of the sublet): brokerage fees, advertising costs, and legal fees associated with the sublet.

(k) If Landlord consents to any proposed assignment, Tenant may thereafter assign the Lease upon the terms and conditions and with the proposed assignee set forth in the Sublet Notice subject, however, to the condition that fifty percent (50%) of any consideration received by Tenant for such assignment shall be paid to Landlord as and when received by Tenant after first deducting the reasonable costs incurred by Tenant with respect to such assignment for the following: brokerage fees, advertising costs, and legal fees associated with the assignment.

19. Relocation of Premises. Landlord reserves and is hereby granted the right, upon not less than sixty (60) days written notice to Tenant, to relocate the Tenant and to substitute as the Premises hereunder other premises within the Building for the Premises for all uses and purposes as though originally leased to tenant at the time of execution hereof. If Landlord substitutes the premises, Tenant's total Monthly Rent shall be adjusted so that Tenant's Monthly Rent accrues at the rate per square foot set forth at C.5. of the Information Sheet. Landlord agrees to pay the expenses reasonably incurred by Tenant incidental to such substitution of premises, including but not limited to moving expenses and expenses in connection with the change of telephone; however, Landlord shall not be responsible for the cost of moving or storage of any of Tenant's Personal Property that cannot reasonably be relocated to the Tenant's substituted premises.

20. Indemnification of Landlord. Tenant agrees to indemnify, defend and hold Landlord and Landlord's Agents harmless from any and all loss, cost, liability, damage and expense, including without limitation penalties, fines and reasonable attorneys' fees and costs, incurred in connection with or

arising from any claim, cause of action, suit or judgment brought by or in favor of any person or persons for damage, loss, or expense due to, but not limited to, bodily injury and property damage sustained by such person or persons which arises out of, is occasioned by or is in any way attributable to: (i) any Default by Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease on Tenant's part to be observed or performed, (ii) the use or occupancy or manner of the use or occupancy of the Premises by Tenant or any other person or entity claiming through or under Tenant or (iii) the condition of the Premises or any occurrence or happening on the Premises from any cause whatsoever, or (iv) any acts, omissions or negligence of Tenant, Tenant's Agents, or any invitees or licensees of Tenant, in, on or about the Premises or the Building, either prior to the commencement of, during, or after the expiration of the Term, including without limitation any acts, omissions or negligence in the making or performing of any Alterations, except to the extent caused by the gross negligence or willful misconduct of Landlord or Landlord's Agents. In the event any action or proceeding is brought against Landlord or Landlord's Agents for any claim against which Tenant is obligated to indemnify Landlord or Landlord's Agents hereunder, Tenant upon notice from Landlord shall defend such action or proceeding at Tenant's sole expense by counsel approved by Landlord, which approval shall not be unreasonably withheld. The provisions of this Section 20 shall survive the expiration or earlier termination of this Lease.

21. Tenant Insurance. Tenant agrees to keep in force during the Term of the Lease, at Tenant's expense, for the protection of Tenant and Landlord, as their interest may appear, policies of insurance issued by a responsible carrier or carriers, reasonably acceptable to Landlord, which afford the following coverages:

- (i) Worker's Compensation -- in accordance with state law.
- (ii) Commercial general liability insurance in an amount not less than Two Million Dollars (\$2,000,000) combined single limit for both bodily injury and property damage which includes blanket contractual liability, broad form property damage, personal injury, completed operations and products liability.
- (iii) "All Risk" property insurance (including, without limitation, vandalism, malicious mischief) on Tenant's Personal Property located on or in the Premises together with any Alterations which Landlord is not obligated to repair pursuant to Section 34(d). Such insurances shall be in the full amount of the replacement costs, as the same may from time to time increase as a result of inflation or otherwise.

Such policies shall name Landlord as an additional insured, and shall insure Landlord's contingent liability as respects acts, or omissions of Tenant, shall be issued by an insurance company licensed to do business in the state of COLORADO and shall provide that said insurance shall not be cancelled or amended without thirty (30) days prior written notice to Landlord. Said policy or a certificate thereof shall be delivered to Landlord by Tenant not less than twenty (20) days prior to the Commencement Date and when each is renewed.

22. Landlord's Disclaimer. Landlord and Landlord's Agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, glass, tile or sheet rock, steam, gas, electricity, water or rain which may leak from any part of the Building, or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or whatsoever, unless caused by or due to the gross negligence or willful misconduct of Landlord. Landlord and Landlord's Agents shall not be liable for interference with the light, air or any latent defect in the Building. In no event whatsoever shall Landlord be liable for losses attributable to interruption of telephone services. Tenant

shall give prompt written notice to Landlord in the case of casualty, accident or repair needed in the Premises or Building.

23. Waiver of Subrogation. Landlord and Tenant each hereby waive all rights of recovery against the other on account of loss and damage occasioned to such waiving party for its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policies which may in force at the time of such loss or damage. Landlord and Tenant shall cause each insurance policy obtained by such party to provide that the insurance company waives all right of recovery by way of subrogation against either Landlord or Tenant in connection with any damage covered by such policy.

24. Utilities.

(a) Except to the extent provided for below in subsection 24(b), Landlord shall furnish to the Premises, during business hours of generally recognized business days, to be determined by Landlord, and subject to the rules and regulations of the Building, water, electricity, and heat suitable for the use of the Premises for general office purposes, and janitorial service, and elevator service. Landlord shall not be liable for, and Tenant shall not be entitled to any abatement or reduction of Monthly Rent by reason of Landlord's failure to furnish any of the foregoing. Tenant shall pay and provide for all services and utilities not furnished by Landlord, including without limitation, telephone service.

(b) If Tenant requires water or electric current in excess of that customarily furnished or supplied to other tenants of the Building for use of their premises for general office purposes, Tenant shall first procure the consent of Landlord and all such excess usage shall be at Tenant's sole cost and expense. If Landlord consents to such additional utility services, Landlord, at Landlord's option, may require Tenant to install an electric current or water meter to be installed in the Premises so as to measure the amount of excess electric current or water consumed by Tenant. Tenant shall pay the cost of any such meter and of the installation, maintenance and repair thereof and the costs of all such excess water and electric current consumed.

25. Rules and Regulations. Tenant shall faithfully observe and comply with the rules and regulations attached to this Lease as Exhibit C and all modifications of and additions thereto applicable to all tenants of the Building from time to time put into effect by Landlord. Landlord shall not be responsible to Tenant for the nonperformance by any other tenant or occupant of the Building of any of said rules and regulations.

26. Holding Over. If Tenant holds possession of any portion of the Premises after the expiration of the Term, Tenant shall (at the option of Landlord to be exercised by Landlord's giving written notice to Tenant and not otherwise) become a Tenant from month to month upon the terms and conditions of this Lease, so far as applicable, except that the Monthly Rent shall be increased to 150% of the Monthly Rent applicable during the last month of the Term. Unless Landlord shall exercise the option hereby given him, Tenant shall be a Tenant at sufferance only, whether or not Landlord accepts any Monthly Rent from Tenant while Tenant is so holding over.

27. Subordination. This Lease shall be subject and subordinate at all times to any ground lease which may now exist or hereafter be executed affecting the Building and/or the Property and to the lien of any mortgage or deed of trust now or hereafter placed on or against the Property without the necessity of having further instruments on the part of Tenant to effectuate such subordination. Notwithstanding the foregoing, Tenant covenants and agrees to execute and deliver, within ten (10) days after demand, such further instruments evidencing such subordination of this Lease to such ground lease

or to the lien of any such mortgage or deed of trust, as may be required by Landlord. In the event of termination of any ground lease, or in the event of foreclosure or exercise of any power of sale under any mortgage or deed of trust superior to this Lease or to which this Lease is subject or subordinate, upon Tenant's attornment to the Lessor under such ground lease or to the purchaser at any foreclosure sale or sale pursuant to the exercise of any power of sale under any mortgage or deed of trust, this Lease shall not terminate and Tenant shall automatically be and become the Tenant of said Lessor under such ground or underlying lease or to said purchaser, whichever shall make demand therefore.

28. Estoppel Certificates. At any time within ten (10) days of a written request by Landlord, Tenant shall execute, acknowledge and deliver to Landlord a statement certifying the Commencement Date, stating that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and the date and nature of such modifications) and the dates to which the Monthly Rent has been paid, and setting forth such other matters as may reasonably be requested by Landlord. Landlord and Tenant intend that any such statement delivered pursuant to this Section may be relied upon by any mortgagee or the beneficiary of any deed of trust or by any purchaser or prospective purchaser of the Building.

29. Mortgagee Protection. If Landlord defaults under this Lease, Tenant shall, if earlier requested by Landlord or any lender with respect to the Building or Property, notify in writing any beneficiary of a deed of trust or mortgagee or a mortgage covering the Premises and offer such beneficiary or mortgagee a reasonable opportunity to cure the default, including time to obtain possession of the Premises by power of sale or a judicial foreclosure, if such should be necessary to effect a cure.

30. Modification for Lender. If, in connection with obtaining financing for the Building or Property, or any portion thereof, Landlord's lender shall request reasonable modifications to this Lease as a condition to such financing, Tenant shall not unreasonably withhold, delay or defer its consent thereto, provided such modifications do not materially adversely affect Tenant's rights hereunder.

31. Tenant's Financial Information. If Landlord so requests, prior to the execution of this Lease and at any time during the Term of this Lease upon ten (10) days prior written notice from Landlord, Tenant agrees to provide Landlord with a current financial statement for Tenant and if requested, financial statements for Tenant for the two (2) years prior to the current financial statement year for Tenant. Such statements are to be prepared in accordance with generally accepted accounting principles or another method reasonably satisfactory to Landlord, and if such is the normal practice of Tenant, audited by an independent certified public accountant.

32. Entry by Landlord. Tenant shall permit Landlord and Landlord's Agents to enter the Premises at all reasonable times and upon reasonable notice (except in the case of an emergency in which case no prior notice shall be required) to inspect the Premises, to post Notices of Nonresponsibility and similar notices, "For Sale" signs, to show the Premises to interested parties such as prospective lenders and purchasers, to make repairs or alterations to the Premises or the Building and any utility system located therein, to discharge Tenant's obligations hereunder when Tenant has failed to do so within a reasonable time after written notice from Landlord, and at any reasonable time within one hundred eighty (180) days prior to the expiration of the Term, to place upon the Premises ordinary "For Lease" signs and to show the Premises to prospective tenants.

33. Default. The following events shall constitute a "Default" under this Lease:

(i) If Tenant fails to pay the Monthly Rent or any other sum required to be paid hereunder within five (5) days after the same is due;

(ii) If Tenant fails to perform any term, covenant or condition of this Lease except those requiring the payment of money, and Tenant shall have failed to cure such breach within twenty (20) days after written notice from Landlord; provided, however, that when such failure could not be reasonably cured within the twenty (20) day period, then Tenant shall not be in default if Tenant promptly commences the performance of such cure within the twenty (20) day period and diligently thereafter prosecutes the same to completion;

(iii) Tenant shall have abandoned the Premises;

(iv) Tenant shall not remain at all times during the Term, an organization described in Section 501(c) of the Internal Revenue Code of 1986, as amended; and

(v) In the event of a general assignment by Tenant for the benefit of creditors; the filing of any voluntary petition in bankruptcy by Tenant or the filing of an involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for thirty (30) days; the employment of a receiver to take possession of substantially all of Tenant's assets, if such receivership remains undissovled for ten (10) business days after the levy thereof; the admission by Tenant in writing of its inability to pay its debts as they become due, the filing by Tenant of a petition seeking any reorganization or arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation; the filing by Tenant of any answer admitting or failing timely to contest a material allegation of a petition filed against Tenant in any such proceeding or, if within thirty (30) days after the commencement of any proceeding against Tenant seeking any reorganization or arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed.

34. Remedies. In the event of any Default under this Lease, then Landlord, besides any other rights and remedies of Landlord at law or equity, may resort to the following cumulatively or in the alternative:

(i) Landlord may continue this Lease in full force and effect, and this Lease shall continue in full force and effect as long as Landlord does not terminate this Lease, and Landlord shall have the right to collect Monthly Rent when due. During the period Tenant is in default, Landlord may enter the Premises and relet it, or any part of it, to third parties for Tenant's account, provided that any rent in excess of the Monthly Rent due hereunder shall be payable to Landlord. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises or any part thereof, including, without limitation, broker's commissions, expenses of cleaning and redecorating the Premises required by the reletting and like costs. Reletting may be for a period shorter or longer than the remaining Term of this Lease. No act by Landlord other than giving written notice to Tenant shall terminate this Lease.

(ii) Landlord may by written notice terminate Tenant's right to possession of the Premises at any time and relet the Premises or any part thereof. Acts of maintenance, efforts to relet the Premises or the appointment of a receiver on Landlord's initiate to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to remove all Tenant's Personal Property and store same at Tenant's cost and recover from Tenant:

(a) the worth at the time of award of the unpaid Monthly Rent which had been earned at the time of termination including interest as provided for in Section 5(c) and a late fee as provided for in Section 6;

(b) the worth at the time of award of the amount by which the unpaid Monthly Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided, including interest as provided for in Section 5(c);

(c) the worth at the time of award of the amount by which unpaid Monthly Rent for the balance of the Term after the time of award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided, discounting such amount at the discount rate of the Federal Reserve Bank of DENVER at the time of award plus one percent (1%);

(d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including without limitation the following: (i) all expenses for repairing or restoring the Premises, (ii) all brokers' fees, advertising costs and other expenses of repairing or restoring the Premises, (iii) all expenses in retaking possession of the Premises, and (iv) reasonable attorneys' fees, expert witness fees and court costs; and

(e) as used in subsections (a) through (c) above, the term "time of award" shall mean the date of entry of a judgment or award against Tenant in an action or proceeding arising out of Tenant's breach of this Lease.

Tenant waives redemption or relief from forfeiture under COLORADO Code of Civil Procedure Sections 1174 and 1179, or under any other present or future law, in the event Tenant is evicted or Landlord takes possession of the Premises by reason of any default of the Tenant hereunder.

(iii) Landlord may, with or without terminating this Lease, re-enter the Premises and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. No re-entry or taking possession of the Premises by Landlord pursuant to this Section shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant.

35. Destruction or Damage.

(a) In the event that the Premises or a portion of the Building is damaged by fire or other insured casualty, Landlord shall diligently repair the same provided that insurance proceeds are available to pay the cost of restoration and if such repairs can in Landlord's opinion be made within 90 days after issuance of a building permit therefor under the laws and regulations of federal, state and local governmental authorities having jurisdiction thereof. In such event, this Lease shall remain in full force and effect except that if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's Agents, Monthly Rent shall be abated in proportion to the part of the Premises rendered unusable by Tenant for the conduct of its business during the time such part is so unusable. Notwithstanding the foregoing, if such damage shall occur during the final year of the Term, Landlord shall not be obligated to repair such damage, but may instead elect to terminate this Lease upon written notice given to Tenant within 30 days after the date of such fire or other casualty, in which event this Lease shall terminate as of the termination date specified in Landlord's notice.

(b) If such repairs cannot in Landlord's opinion be made within 90 days after issuance of a building permit therefor or if the available insurance proceeds are less than the cost of restoration, Landlord may elect upon notice to Tenant given 60 days after the date of such fire or other

casualty to (i) repair or restore such damage, in which event this Lease shall continue in full force and effect, but Monthly Rent shall be partially abated as provided hereinabove in this Section provided or (ii) terminate this Lease in which event this Lease shall terminate as of the termination date specified in Landlord's notice.

(c) If the Building is totally destroyed, this Lease shall terminate as of the date of the fire or other casualty. Tenant hereby waives the provisions of COLORADO Civil Code Sections 1932(2) and 1933(4) and any similar statute now or hereafter in force.

(d) If the Premises are to be repaired under this Section, Landlord shall repair at its cost any injury or damage to the Building itself and the Premises. Tenant shall promptly repair or replace all other improvements in the Premises, any Alterations, and Tenant's Personal Property

36. Eminent Domain.

(a) If all or any part of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, and such taking will substantially impair Tenant's use of the Premises for more than one hundred fifty (150) days, either party hereto shall have the right, at its option, to terminate this Lease. If a part of the Building, but not the Premises, is taken or appropriated by any public or quasi-public authority under any power of eminent domain, Landlord may terminate this Lease. In either of such events, Tenant shall assign to Landlord any rights of Tenant to any and all income, rent, award, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose. Tenant shall have no claim against Landlord or the condemnor for the value of any unexpired term of this Lease. If this Lease is not terminated pursuant to the terms of this Section 36, the Monthly Rent shall be reduced in proportion to the reduction in Tenant's use of the Premises, if any.

(b) No temporary taking of the Premises shall terminate this Lease or give Tenant any right to any abatement of Monthly Rent but Tenant shall instead be entitled to look to the condemning authority for an award for such temporary taking. Any award made to Tenant for such temporary taking shall belong entirely to Tenant and Landlord shall not be entitled to share therein. Any taking that is contemplated to be for a period in excess of one hundred fifty (150) days shall not be considered a temporary taking and shall instead be governed by the provisions of Subsection (a) above as applicable. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions of this Section.

37. Sale by Landlord. In the event Landlord sells, transfers or conveys the Building, all liabilities and obligations of Landlord under this Lease accruing thereafter shall terminate, and thereupon all such liabilities and obligations shall be binding upon the new owner. Tenant agrees to attorn to such new owner. Landlord may transfer and/or deliver the Security Deposit, to the successor in interest of Landlord, and thereupon Landlord shall be discharged from any further liability in reference thereto. Except as set forth in this Section 37, this Lease shall not be affected by any such sale or conveyance.

38. Right of Landlord to Perform Tenant's Covenants. If Tenant fails to pay any sum of money, other than Monthly Rent, required to be paid by it hereunder or fails to perform any other act on its part to be performed hereunder, and such failure continues for ten (10) days after notice thereof by Landlord, Landlord may, but shall not be obligated to, and without waiving any default of Tenant or releasing Tenant from any obligations of Tenant hereunder, make any such payment or perform any such other act on Tenant's part. All sums so paid by the Landlord and all necessary incidental costs shall be due and payable as and in addition to Monthly Rent and shall accrue interest pursuant to Section 5(c) as of the date due and until paid.

39. Attorneys' Fees. In the event Landlord engages an attorney to pursue the recovery of any Monthly Rent owed by Tenant hereunder (whether or not any action or legal proceeding is ultimately filed) or if either party brings any action or legal proceeding for damages for an alleged breach of any provision of this Lease, to recover Monthly Rent or other sums due, to terminate the tenancy of the Premises or to enforce, protect or establish any term, condition or covenant of this Lease or right of either party, the prevailing party shall be entitled to recover as a part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and costs, including expert witness fees (and without regard to whether or not such action or proceeding are pursued to judgment).

40. No Merger. The voluntary or other surrender of this Lease by Tenant or mutual cancellation thereof shall not work a merger and, at the option of Landlord, shall terminate all or any existing subleases or subtenancies, or at the option of Landlord, may operate as an assignment to Landlord of any or all such subleases or subtenancies.

41. No Waiver. The waiver by Landlord of performance of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Monthly Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant or any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

42. Authority. If Tenant is a corporation, partnership or limited liability company, each individual executing this Lease on behalf of such corporation, partnership or limited liability company as the case may be, represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of such in accordance with its corporate bylaws, operating or limited liability company agreement, articles of organization, certificate of formation, statement of partnership or certificate of limited partnership, as the case may be, and that this Lease is binding upon the entity in accordance with its terms. Landlord, at its option, may require a copy of such written authorization to enter this Lease. The failure of Tenant to deliver the same to Landlord within fifteen (15) days of Landlord's request therefor shall be deemed a Default under the Lease.

43. Notices. All notices and demands which may or are required to be given by either party to the other hereunder shall be given in writing at the addresses set forth at C.7. of the Information Sheet. All notices and demands shall be deemed to have been duly given when delivered personally, or one (1) business day after such notice or demand is sent by an overnight delivery service, or if mailed, upon the first to occur of receipt or the expiration of three (3) days after deposit in the United States Postal Service, certified mail, postage prepaid.

44. Defined Terms and Marginal Headings. When the context of this Lease requires the words used herein shall include the plural as well as the singular; words used in masculine gender include the feminine and neuter; and the term "or" has the inclusive meaning represented by the term "and/or." If there is more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. The marginal headings and titles to the Sections of the Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

45. Time. Time is of the essence of this Lease and each and all of its provisions.

46. Applicable Law. This Lease shall in all respects be governed by the laws of the State of COLORADO

47. Successors. Subject to the provisions of Section 18 hereof, the covenants and conditions herein contained shall be binding upon and inure to the benefits of the heirs, successors, executors, administrators and assigns of the parties hereto.

48. Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant and no promises or representations, express or implied, either written or oral, not herein set forth shall be binding upon or inure to the benefit of Landlord or Tenant. This Lease shall not be modified by any oral agreement, either express or implied, and all modifications hereof shall be in writing and signed by both Landlord and Tenant.

49. Counterparts. This Lease may be executed in counterparts, each of which shall be an original, but all counterparts constitute (one) 1 instrument.

50. Exhibits Incorporated.

- (a) Exhibit A (Description of the Property).
- (b) Exhibit B (Description of the Premises).
- (c) Exhibit C (Rules and Regulations of the Building)

51. [Extension Option. Provided that Tenant is not in Default under the Lease, Tenant shall have the option to renew this Lease for one additional term of ____ (__) years (“Extension Term”). Tenant shall provide Landlord with written notice of its intent to exercise this option at least six (6) months prior to the expiration of the initial Term. Monthly Rent for the Extension Term shall be determined by Landlord, in its sole and absolute discretion.]

IN WITNESS WHEREOF Landlord and Tenant have executed this Lease as of the day and year first written above

Landlord:

Tenant:

DENVER ORGANIZATION’S Center, Inc., a
COLORADO non-profit corporation

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

EXHIBIT C

RULES AND REGULATIONS FOR THE BUILDING ATTACHED TO AND MADE A PART OF THIS LEASE

1. Tenants shall be responsible for cleaning and maintaining their Premises in a state commonly found in like buildings, including without limitation vacuuming, sweeping, dusting, washing windows, emptying trash into central garbage cans on each floor, and disposing of food wastes on a daily basis.
2. Tenants shall have guaranteed access to the Building during regular business hours on regular business days as Landlord shall determine. Tenants with keys to the Building may access the Building at any time. Sleeping is not allowed in the Building.
3. In compliance with state law, smoking is prohibited in the Building.
4. With the exception of assistive animals for disabled persons, animals are prohibited in the Building.
5. All Tenant produced publicity materials must include information about wheelchair accessibility at the Building.
6. Tenants shall not have access to any other tenant's premises without the consent of such other tenant. Tenants sharing open (partitioned) office spaces shall be respectful of the other tenants with whom they share space. Tenants shall not borrow office supplies, use other tenants' telephones or space without the prior consent of such tenant.
7. All tenants should not disturb other tenants of the Building with their phones or noise levels, which is especially important for tenants who share open office spaces.
8. The Landlord does not provide personnel to answer Tenant's telephone calls. Tenants are responsible for providing their own communications equipment and personnel. Landlord's receptionist will direct visitors to tenants' office space during business hours.
9. Tenants shall receive (i) two keys to the Building front door, (ii) two keys to their Premises, (iii) one key to the Ladies Room and (iv) one key to the Mens Room (upon request only). Tenants may not make duplicate keys. Landlord may in its sole discretion, provide a tenant additional keys, upon such Tenant's written request which request shall justify the Tenant's need for additional keys. Each individual receiving keys on the behalf of Tenant shall acknowledge, in writing, his receipt of the key. If any keys issued to Tenant are lost or stolen, the Tenant shall pay any charges associated with rekeying the Building and/or Premises. The costs associated with the duplication of keys, whether due to loss or in response to a request for additional keys, shall be born by Tenant.

10. In the event of an after-hours emergency, Tenant may contact the individuals listed below in the order listed until the tenant is able to get assistance. Under no circumstances are these telephone numbers to be used for non-emergency purposes.

- Teresa Mejia (415) 221-0726
- Noemi Zulberti (510) 559-7806

EXHIBIT A

EXHIBIT B