

**ORGANIZATION CENTER
OFFICE LEASE
(Non-Profit Tenants)**

**ORGANIZATION,
as Landlord**

-and-

**,
A COLORADO non-profit corporation**

as Tenant

with respect to:

**SUITE
ORGANIZATION**

**ORGANIZATION
DENVER, COLORADO**

**OFFICE LEASE
(Non-Profit Tenant)**

BASIC LEASE INFORMATION

| | <u>Lease Reference</u> |
|---|------------------------|
| Effective Date: | |
| Landlord: ORGANIZATION CENTER, a COLORADO non-profit corporation | |
| Tenant: , a COLORADO non-profit corporation | |
| Premises: | Section 1 |
| Approximate Area of Premises: | |
| Term Commencement: | Section 2 |
| Term Expiration: | Section 2 |
| Base Rent | Paragraph 3.a |
| Base Rent Adjustment Date: Each anniversary of Term Commencement | Paragraph 3.a |
| Tenant's Percentage Share: | Paragraph 4.a |
| Base Year: | Paragraph 4.a |
| Use: Office use in <<Tenant to insert concise mission statement>> | Paragraph 6.a |
| Security Deposit: | Section 16 |
| Tenant Improvements: Landlord shall deliver the Premises in a Turnkey condition as outlined in Exhibit D . If Tenant choses to make additional improvements above and beyond this, the Tenant shall do so at their own expense and pursuant to the terms of Paragraph 8.c Tenant's Alterations of this Agreement. If Tenant | |

| | |
|---|-----------------|
| chooses to have Landlord manage and coordinate any additional improvement then Tenant and Landlord will agree to do so under a separate written agreement. | |
| <p>Tenant's Address for Notices:</p> <p>2150 Allston Way, DENVER, CO 94704 Attn: Executive Director</p> | Section 21 |
| <p>Landlord's Address for Notices:</p> <p>ECB Management Services, Inc. As Agent for ORGANIZATION Center 436 14th Street, Suite 130 , CO 94612-2703 Attn: Property Manager</p> | |
| <p>With a copy to and Address for Payment of Rent:</p> <p>ORGANIZATION CENTER c/o ECB Management Services, Inc. P.O. Box 29585 CO 94129-0585</p> | Section 21 |
| Broker(s): None | Paragraph 22(j) |
| <p>Exhibits:</p> <p>Exhibit A – Diagram of Premises Exhibit B – Rules and Regulations Exhibit C – Verification Memorandum Exhibit D – Description of Warm Shell Office Improvements Exhibit E – DBC Tenant Criteria</p> | |

The provisions of the Lease identified above in the margin are those provisions where references to particular Basic Lease Information appear. Each such reference shall incorporate the applicable Basic Lease Information. In the event of any conflict between any Basic Lease Information and the Lease, the latter shall control.

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- Exhibit B – Rules and Regulations
- Exhibit C – Verification Memorandum
- Exhibit D – Description of Warm Shell Office Improvements
- Exhibit E – DBC Tenant Criteria

ORGANIZATION CENTER

DENVER, COLORADO

OFFICE LEASE (Non-Profit Tenants)

THIS LEASE is made and entered into as of the Effective Date by and between **ORGANIZATION CENTER**, a COLORADO non-profit corporation (“**Landlord**”), and , a **COLORADO** limited liability company (“**Tenant**”).

WITNESSETH

1. Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord for the term of this Lease and at the rental and upon the conditions set forth below, the Premises described in the Basic Lease Information and identified on the drawing(s) attached hereto as **Exhibit A**. The Premises is located within the building identified in the Basic Lease Information (“**Building**”). The Building, together with the Oxford Plaza multi-family housing building and related retail and parking facilities and the parking structure on which they are both constructed and related common areas and other appurtenances, constructed or to be constructed on the real property subject to that certain Parcel Map No. 9108 as recorded in the Alameda County Official Records, are, collectively, the “**Project**”. This Lease and Tenant’s rights hereunder are subject to the terms of (a) that certain Declaration of Reciprocal Easements (Oxford Plaza), recorded against title to the Project, as such may be amended from time to time (the “**REA**”), (b) that certain ORGANIZATION Center Regulatory Agreement between Oxford Street Development, LLC (“**Master Lessor**”) and the City of DENVER, recorded against title to the Building, as amended from time to time (the “**Regulatory Agreement**”), (c) the City of DENVER Use Permit #04-10000114; (d) that certain Master Lease, dated March 26, 2007 (the “**Master Lease**”), between Master Lessor, as Landlord, and Landlord, as Tenant, and (e) the DENVER Living Wage Ordinance, B.M.C. Chapter 13.27, as it may be amended from time to time, copies of which documents shall be provided by Landlord to Tenant at Tenant’s request. Subject to substantial completion by Landlord of the Initial Improvements (defined in **Exhibit D**) which Landlord is explicitly required to make under this Lease, Tenant shall accept the Premises in its “as-is” condition as of the date of delivery by Landlord.

2. Term.

a. Initial Term. The initial term of this Lease shall commence and, unless sooner terminated as hereinafter provided, shall end on the dates respectively specified in the Basic Lease Information. If Landlord permits Tenant to occupy the Premises prior to the date of Term Commencement, such occupancy shall be subject to all the terms of this Lease. If Landlord, for any reason whatsoever, cannot deliver possession of the Premises to Tenant on the date of Term Commencement, 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, subject to any contrary provisions in any agreement with Landlord covering initial improvement of the Premises, the obligation to pay rent shall be waived for the period between the date of Term Commencement and the time when Landlord can deliver possession. The date of Term

Expiration shall be extended by the number of days of delay in delivery of possession and any additional period required so that it will expire on the last day of a calendar month. The dates of the Term Commencement and Term Expiration shall be confirmed in a Verification Memorandum in the form of **Exhibit C** executed by Landlord and Tenant promptly following delivery of possession.

b. **Extended Term.** Tenant shall have one (1) option to extend the term of the Lease for a three (3) year period ("**Option Period**"), with the Option Period commencing upon the expiration of the initial term of the Lease, subject to the following terms and conditions:

(i) At the time the option is exercised, the Lease shall be in full force and effect, Tenant shall not be in default hereunder, and Tenant shall not have assigned the Lease or sublet the Premises.

(ii) The option must be exercised by notice given to Landlord not earlier than twelve (12) months and not later than six (6) months prior to the scheduled expiration of the term of the Lease ("**Exercise Period**").

(iii) In the event the option is timely and effectively exercised during the Exercise Period, the term shall be extended for three (3) additional years, upon all of the terms and conditions of the Lease; provided, however, that (I) the Base Rent shall be the then fair market rental value of the Premises, but in no event less than the Base Rent in effect immediately prior to the Option Period; (II) for the purposes of determining Operating Expenses and Regular and Special Assessments during the Option Period, the Base Year shall be the year in which the fair market rental value of the Premises is determined; and (III) there shall be no further options to extend. Fair market rental value may include periodic increases.

(iv) Determination of the fair market rent shall be as follows:

(I) For the purposes hereof, the fair market rent of the Premises shall be the product of (A) the monthly rental rate per square foot of rentable area then prevailing for comparable space in Downtown DENVER, COLORADO, and (B) the rentable area of the Premises. Tenant may dispute Landlord's determination of fair market rent by notice given to Landlord within fifteen (15) days after Landlord's determination is given to Tenant and Landlord and the parties shall then negotiate in good faith to resolve the dispute. If such dispute is not resolved by negotiation between the parties within thirty (30) days following Tenant's notice of its dispute of Landlord's determination, then fair market rent shall be determined by appraisal as set forth below. If Tenant does not timely dispute Landlord's determination, then Landlord's determination shall be the Base Rent during the Option Period. If fair market rent has not been determined prior to the commencement of the Option Period, Tenant shall pay Base Rent when due based upon Landlord's determination of fair market rent, subject to retroactive adjustment between the parties if the determination by appraisal is different from Landlord's determination.

(II) When fair market rent is to be determined by appraisal, within ten (10) days after the expiration of the thirty (30) day negotiation period, Landlord and Tenant shall each appoint as an appraiser, a real estate appraiser with at least ten (10) years of experience in appraising commercial real property in Alameda County, and give notice of such appointment to the other. If either Landlord or Tenant shall fail to appoint an appraiser within ten (10) days after receiving notice of the identity of the other party's appointed appraiser, then the single appraiser appointed shall be the sole appraiser and determine the fair market rent of the Premises. In the event each party appoints an appraiser, such appraisers shall, within thirty (30) days after the appointment of the last of them to be appointed, complete their determinations of fair market rent and furnish the same to Landlord and Tenant. If the low appraisal varies from the higher appraisal by five percent (5%) of the lower appraisal, or less, the fair market rent shall be the average of the two valuations. If the low appraisal varies from the high appraisal by more than five percent (5%), the two appraisers shall, within ten (10) days after submission of the last appraisal report, appoint a third appraiser who shall meet the qualifications set forth above. If the two appraisers shall be unable to agree on the selection of a third appraiser in a timely manner then either Landlord or Tenant may request such appointment by the presiding judge of the Superior Court of Alameda County. The third appraiser, however selected, shall be a person who has not previously acted in any capacity for or against either party. Such third appraiser shall, within thirty (30) days after appointment, make a determination of fair market rent and said third appraiser shall select the opinion of fair market rent as determined by the one appraisal, completed by the two appraisers, which most closely matches the third appraiser's opinion of fair market rent. The fair market rent for the Premises shall be the fair market rent selected by said third appraiser. All fees and costs of the third appraiser in connection with the determination of fair market rent by appraisal shall be paid one-half by Landlord and one-half by Tenant.

(v) Prior to the commencement of the Option Period, Tenant and Landlord shall execute an amendment to the Lease setting forth the Option Period and revised monthly Base Rent amounts.

(vi) The option is personal to Tenant cannot be exercised by any other party without the prior written consent of Landlord.

3. Rent.

a. Base Rent. Tenant shall pay to Landlord as rental the amount specified in the Basic Lease Information as the Base Rent. The first month's Base Rent shall be payable upon Tenant's execution of this Lease. Base Rent shall thereafter be payable in advance on or before the first day of each successive calendar month thereafter during the term. Effective as of the Base Rent Adjustment Date as set forth in the Basic Lease Information, the Base Rent shall be increased as set forth in the Basic Lease Information. If the term commences on other than the first day of a calendar month any excess payment of Base Rent shall be credited against the next payment of Base Rent otherwise due.

b. Additional Rent. Tenant shall pay, as additional rent, all amounts of money required to be paid to Landlord by Tenant under this Lease in addition to monthly Base Rent, whether or not the same be designated “additional rent.” Base Rent and additional rent are sometimes referred to in this Lease as “Rent.”

c. Late Charge. Tenant hereby acknowledges that late payment by Tenant to Landlord of Base Rent and other amounts due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing, accounting and late charges which may be imposed on Landlord by the terms of any loan secured by the Building. Accordingly, if any installment of Base Rent or any other sums due from Tenant shall not be received by Landlord on the date due, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant’s event of default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted under this Lease.

d. Default Rate. Any amount payable by Tenant to Landlord, if not paid when due, shall bear interest from the date due until paid at the “prime” rate as announced from time to time in the *Wall Street Journal* for short term commercial loans, plus four percent (4%) per annum or such lower rate as is the maximum rate permitted by law (“**Default Rate**”), provided that interest shall not be payable on late charges incurred by Tenant nor on any amounts upon which late charges are paid by Tenant to the extent such interest would cause the total interest to be in excess of that legally permitted. Payment of interest shall not excuse or cure any event of default under this Lease by Tenant.

e. Payment. All payments due from Tenant to Landlord under this Lease shall be made to Landlord without deduction or offset in lawful money of the United States of America at the address for payment set forth in the Basic Lease Information, or to such other person or at such other place as Landlord may from time to time designate by notice to Tenant. Following Landlord’s notice, Tenant shall make all payments of Base Rent and Tenant’s (i) percentage share of increases in Operating Expense and (ii) Property Taxes by federal funds wire transfer as designated by Landlord.

4. Assessments, Special Taxes and Operating Expenses.

a. Obligation. In addition to its obligations under Section 5 below, Tenant shall pay its percentage share, as specified in the Basic Lease Information, of the increase in Assessments and Special Taxes assessed with respect to the Building during the term over Base Assessments and Special Taxes and its percentage share of the increase in Operating Expenses paid or incurred by Landlord over Base Operating Expenses. Tenant’s percentage share has been calculated by dividing the rentable area of the Premises, as set forth in the Basic Lease Information, by the rentable area of the Building. Tenant’s percentage share shall be subject to change if Landlord changes the total rentable area of the Building. Base Assessments and Special Taxes means Assessments and Special Taxes paid or incurred by Landlord during the Base Year and Base Operating Expenses means Operating Expenses paid or incurred by

Landlord during the Base Year. If during any calendar year during the term, the Building is not fully leased on the average, Operating Expenses and Assessments and Special Taxes for such calendar year shall be adjusted to equal Landlord's reasonable estimate of Operating Expenses and Assessments and Special Taxes had the total rentable area of the Building been 100 percent occupied during such calendar year.

b. Assessments and Special Taxes Defined. For the purposes of this Lease, **"Assessments and Special Taxes"** shall mean all real property assessments, special taxes or governmentally imposed fees or charges (and any tax or assessment levied wholly or partly in lieu thereof) levied, assessed, confirmed, imposed, or which become a lien against the Building, including the tax parcel thereunder and the portions of parking structures, common areas and appurtenances thereon or payable during the term. Assessments and Special Taxes shall also include the cost of protesting real property assessments and special taxes.

c. Operating Expenses Defined. For the purposes of this Lease, **"Operating Expenses"** shall mean all expenses and costs of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership and operation of the Building, including, without limitation: (i) all license, permit and inspection fees; (ii) premiums for any insurance maintained by Landlord with respect to the Building; (iii) wages, salaries and related expenses and benefits of all on-site and off-site employees engaged in the Building's operation, maintenance and security; (iv) all supplies, materials and equipment rental; (v) all maintenance, repair, replacement, janitorial, security and service costs; (vi) management fees or a management cost recovery equal to a market rate management fee; (vii) management office rent or rental equivalent; (viii) professional services fees; (ix) costs incurred (to the extent savings are achieved) which are intended to decrease other Operating Expenses; (x) amortization over the useful life of the cost of capital improvements (together with interest thereon at the rate paid by Landlord or which would have been paid if Landlord had borrowed such funds); (xi) all charges for heat, water, gas, electricity and other utilities used or consumed in the Building and surrounding areas; (xii) common area expenses imposed under the REA; (xiii) replacement reserve payments under the Master Lease and (xiv) all other operating, management and other expenses incurred by Landlord in connection with the ownership and operation of the Building including expenses in the nature of other Operating Expenses which are payable with respect to the Building under the REA. Landlord shall not collect in excess of one hundred percent (100%) of all of Landlord's Operating Expenses and Landlord shall not recover, through Operating Expenses, any item of cost more than once. Operating Expenses shall not include the cost of repairs or restoration occasioned by a casualty to the extent covered by insurance proceeds made available to Landlord, taxes on Landlord's income from all sources, expenses incurred in leasing to or procuring of tenants, leasing commissions, legal fees related to other tenants' leases, advertising expenses, expenses for the renovating of space for new tenants, debt service payments by Landlord except as allowed above, nor any depreciation allowance or expense. Landlord may determine some items of Assessments and Special Taxes and Operating Expenses on a cash basis and other items on an accrual basis, so long as such determination is consistently applied to the same item during all accounting periods.

d. Cost Categories and Submetering

Landlord reserves the right to, in good faith, establish classifications for the equitable allocation of certain Operating Expenses that are incurred for the direct benefit of specific types of tenants or areas in the Building such as the office, ground floor retail and conference center areas of the Building and office users and retail users. Landlord also reserves the right to separately meter Tenant's consumption of electricity and other utilities in all or a portion of the Premises and, in such event, and subject to Landlord's compliance with applicable law, Landlord may bill and Tenant shall pay for electricity and such other utilities actually consumed by Tenant. If and to the extent that Tenant pays for electricity or other utilities on the basis of measured consumption from the date of Term Commencement, then in calculating Tenant's obligation to pay for increases in Operating Expenses, Landlord shall make appropriate adjustment in the costs of such utilities included in Operating Expenses in the Base Year and in subsequent years. If Tenant does not initially pay for electricity or other utilities based upon measured consumption and Landlord exercises its right to meter such consumption and to be reimbursed by Tenant for the costs of such utilities on such basis, then upon Landlord's request, Landlord and Tenant shall enter into an amendment to this Lease that reduces Base Rent by the amount reasonably determined by Landlord to be equal to the cost of the directly metered utilities during the Base Year, Tenant shall thereafter pay Landlord for such utilities on the basis of measured consumption and Landlord shall make appropriate adjustment in the costs of utilities included in Operating Expenses in the Base Year and in subsequent years in calculating increases in Operating Expenses payable by Tenant. Landlord's good faith determination of such allocations shall be final and binding on Tenant.

e. Payment. Tenant shall pay to Landlord each month at the same time and in the same manner as monthly Base Rent, one-twelfth (1/12th) of Landlord's estimate of Tenant's percentage share of the increases in Assessment and Special Taxes and Operating Expenses for the then current calendar year. Within ninety (90) days after the close of each calendar year, or as soon after such ninety (90) day period as practicable, Landlord shall deliver to Tenant a statement of actual increases in Assessments and Special Taxes and Operating Expenses for such calendar year. If on the basis of such statement Tenant owes an amount that is less than the estimated payments for such calendar year previously made by Tenant, Landlord shall credit such excess against Operating Expenses and Assessments and Special Taxes subsequently payable by Tenant. If on the basis of such statement Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant shall pay the deficiency to Landlord within fifteen (15) days after delivery of the statement. The obligations of Landlord and Tenant under this paragraph with respect to the reconciliation between estimated payments and actual Assessments and Special Taxes and Operating Expenses for the last year of the term shall survive the expiration or termination of this Lease. At Landlord's option, Tenant shall not be required to make estimated payments as described above, but shall instead reimburse Landlord within fifteen (15) days following its demand for Tenant's percentage share of increases in Assessments and Special Taxes and Operating Expenses previously incurred by Landlord. The amount payable by Tenant as its percentage share of increases in Assessments and Special Taxes and Operating Expenses for any portion of the term which is not an entire calendar year shall be prorated based upon the ratio that the number of days of the term in such calendar year bears to three hundred sixty-five (365).

5. Other Taxes. Tenant shall pay or reimburse Landlord within thirty (30) days following its demand for any taxes (other than local, state or federal, personal or corporate

income taxes measured by the net income of Landlord from all sources), assessments, excises, levies, business taxes, license, permit, inspection, authorization, service payments in lieu of taxes and any other fees or charges of any kind, which are levied, assessed, confirmed or imposed by any public authority: (a) upon, measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises or leasehold improvements made in or to the Premises at Tenant's expense; (b) upon or by reason of the development, possession, use or occupancy of the Premises or the parking facilities used by Tenant in connection with the Premises; (c) imposed with respect to the rental payable under this Lease; or (d) upon this transaction or any document to which Tenant is a party. Use.

a. Use Restrictions. The Premises shall be used and occupied by Tenant for the office use specified in the Basic Lease Information and in accordance with the Rules and Regulations attached to this Lease as **Exhibit B** as such, may be amended from time to time and for no other purpose. Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term regulating the use by Tenant of the Premises. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance, or which disturbs other tenants of the Building, nor shall Tenant, its employees, agents or invitees damage the Premises, the Building or any portion of the Project, nor place or maintain any signs on or visible from the exterior of the Premises, or use any corridors, sidewalks or other areas outside of the Premises for storage or any purpose other than access to the Premises. Tenant shall not conduct any auction at the Premises. Notwithstanding any other provision of this Lease, Tenant shall not use, keep or permit to be used or kept on the Premises any foul or noxious gas or substance, nor shall Tenant do or permit to be done anything in and about the Premises, either in connection with activities under this Lease expressly permitted or otherwise, which would cause an increase in premiums payable under, or a cancellation of, any policy of insurance maintained by Landlord in connection with the Building or the Project or which would violate the terms of any covenants, conditions or restrictions affecting the Building or the land on which it is located.

b. Rules and Regulations. Tenant shall faithfully observe and comply with the Rules and Regulations attached to this Lease as **Exhibit B**, and, after notice thereof, all modifications thereof and additions thereto from time to time promulgated in writing 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, but Landlord shall use good faith efforts to enforce the rules and regulations consistently.

c. Hazardous Materials. Tenant shall strictly comply with all statutes, laws, ordinances, rules, regulations and precautions now or hereafter mandated or advised by any federal, state, local or other governmental agency with respect to the use, generation, storage, or disposal of hazardous, toxic, or radioactive materials (collectively, "**Hazardous Materials**"). As herein used, Hazardous Materials shall include, but not be limited to, those materials identified in Section 339 of Title 8 of the COLORADO Code of Regulations, Division 1, Chapter 3.2, and Section 12000 of Title 22 of the COLORADO Code of Regulations, Division 2, Chapter 3, as amended from time to time, and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "chemicals known to cause cancer or reproductive toxicity," "radioactive materials," or other similar designations in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.

the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq., the Safe Water Drinking Act, 42 U.S.C. Section 300(f) et seq., the Clean Air Act, 42 U.S.C. 7401 et seq., COLORADO Health and Safety Code Section 25249.5 et seq., COLORADO Water Code Section 13000 et seq., COLORADO Health and Safety Code Section 39000 et seq. and any other governmental statutes, ordinances, rules, regulations and precautions adopted pursuant to the preceding laws or other similar laws, regulations and guidelines now or hereafter in effect. Tenant shall not cause, or allow anyone else to cause, any Hazardous Materials to be used, generated, stored, or disposed of on or about the Premises or the Building other than reasonable quantities of office and cleaning supplies in their retail containers. Tenant shall defend (with counsel approved by Landlord), indemnify and hold Landlord, its members and its and their officers, directors, employees and agents, any entity having a security interest in the Premises or the Building and its and their employees and agents (collectively, “**Indemnitees**”) harmless from and against all liabilities, claims, costs, damages and depreciation of property value, including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of Hazardous Materials by Tenant or any person claiming under Tenant, including, without limitation, the cost of any required or necessary investigation, monitoring, repair, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following the termination of this Lease, as well as penalties, fines and claims for contribution to the full extent that such action is attributable, directly or indirectly, to the use, generation, storage, or disposal of Hazardous Materials by Tenant or any person claiming under Tenant. Neither the consent by Landlord to the use, generation, storage, or disposal of Hazardous Materials nor the strict compliance by Tenant with all statutes, laws, ordinances, rules, regulations and precautions pertaining to Hazardous Materials shall excuse Tenant from Tenant’s obligation of indemnification set forth above. Tenant’s obligations under this Section 6 shall survive the expiration or termination of this Lease.

7. Services and Utilities.

a. Landlord’s Services. Subject to restrictions imposed under the U.S. Green Building Council’s LEED Platinum Certification requirements for the Building, applicable law and the availability of service from the serving utilities, Landlord shall furnish the Premises with: (1) electricity for lighting and the operation of normal desk-top office machines, heat and ventilation as described in the Tenant Manual distributed by Landlord from time to time to the extent reasonably required for the reasonably comfortable occupancy by Tenant in its use of the Premises during the period from 7:00 a.m. to 7:00 p.m. on all days (“**Normal Office Hours**”), or such shorter period as may be prescribed by any applicable policies or regulations adopted by any utility or governmental agency, (2) elevator service, (3) water to serve common restrooms and drinking fountains, (4) normal scavenger service at such location in the Building as shall be designated by Landlord, (5) janitorial services five days per week and (6) window washing of exterior windows of the Premises with reasonable frequency. Landlord shall not be required to furnish the Premises with heat and ventilation during the periods from (i) 10:00 p.m. to 7:00 a.m. daily and (ii) such other hours as Landlord may designate in its reasonable judgment during the term of this Lease (“**Non-Service Hours**”). Notwithstanding the foregoing, Landlord shall provide heat and ventilation during periods other than Normal Office Hours, subject to the Tenant Manual and provided Tenant shall pay Landlord each month at the same time and in the

same manner as monthly Base Rent, as additional rent Landlord's cost recovery charge for providing such utilities to the Premises during such periods requested by Tenant. Tenant shall be responsible for providing and paying for all utilities and services to the Premises other than those herein agreed to be provided by Landlord.

b. Excess Use. Tenant shall not install or use heat-generating machines, lighting other than building standard or other equipment which may affect the temperature otherwise maintained by the heating and ventilation system, office machines using more than 220 volts, or lighting or equipment causing the connected electrical load in the Premises to exceed four (4) watts per square foot of usable area ("**Standard Load**"), without the prior consent of Landlord. Whenever non-permitted heat generating equipment or lighting other than building standard lights are used in the Premises by Tenant which affect the temperature otherwise maintained by the heating and ventilation system, whether or not consented to by Landlord, Landlord shall have the right, after notice to Tenant, to install supplementary facilities in the Premises or otherwise modify the ventilating system serving the Premises. The cost of such facilities and modifications shall be borne by Tenant and Tenant shall also pay as additional rent the cost of providing all heating, and ventilation energy to the Premises required by such heat generating equipment or lighting. Tenant shall pay, together with Base Rent, all costs incurred by Landlord for electricity consumed in the Premises in excess of that for the Standard Load or for lighting during periods other than Normal Office Hours. Landlord may, at Landlord's option, separately meter all or a portion of the Premises at Tenant's expense to measure such excess usage or may have a determination of such use made by an engineer selected by Landlord.

c. No Landlord Liability. Landlord shall not be liable to Tenant or those claiming under it for damages, consequential or otherwise, nor shall there be any abatement of Base Rent or other amounts payable by Tenant under this Lease, arising out of any curtailment or interruption whatsoever in utility services.

8. Maintenance, Repairs and Alterations.

a. Landlord's Obligations/Tenant's Waiver. Subject to the provisions of Section 10 below, and except for damages caused by Tenant, its agents or invitees, Landlord shall keep in good condition and repair the foundations and exterior walls, exterior glass, base building electrical, mechanical and plumbing systems, life safety systems and roof of the Building and all common areas within the Building not leased to tenants. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises or the Building in good order, condition and repair.

b. Tenant's Obligations. Tenant shall, at Tenant's expense and in accordance with the Rules and Regulations and the Tenant Manual, maintain the interior portion of the Premises including, but not limited to, all plumbing and electrical fixtures and outlets, all computer and telecommunications wiring and outlets and any interior glass in good condition and repair. If Tenant fails to do so, Landlord may, but shall not be required to, enter the Premises and put them in good condition. Landlord's costs thereof as set forth in Landlord's demand to Tenant shall automatically become due and payable as additional rent. Tenant shall

reimburse Landlord within thirty (30) days following its demand for all costs incurred by Landlord, plus an administrative fee of fifteen percent (15%) of such costs, in making alterations to the structural, mechanical, electrical, plumbing or life safety systems of the Building and to the common areas of the Building which may be required under applicable law as a result of Tenant's particular use of the Premises or alterations made within the Premises by Tenant or by Landlord at the request of Tenant. At the expiration or earlier termination of the term, Tenant shall deliver up possession of the Premises in good condition and repair, only ordinary wear and tear excepted, and with only such improvements and alterations as shall have been made with Landlord's consent and which have not been required to be removed by Landlord upon the granting of such consent. In all events, unless Landlord otherwise elects, upon the expiration or earlier termination of this Lease, Tenant shall cause all telecommunications wiring and devices installed by Tenant to be removed, wherever located in the Building.

c. Tenant's Alterations. Tenant shall not, without Landlord's prior consent, make any alterations, improvements or additions in or about the Premises. As a condition to giving such consent, Landlord may require that Tenant remove any such alterations, improvements or additions at the expiration of the term and restore the Premises to their prior condition. Before commencing any work relating to alterations, additions or improvements affecting the Premises, Tenant shall notify Landlord of the expected date of commencement thereof and of the anticipated cost thereof. Tenant shall furnish complete drawings and specifications describing such work as well as such information as shall reasonably be requested by Landlord substantiating Tenant's ability to pay for such work. Tenant shall not commence any such work until Landlord has reviewed and consented to the work as described in such drawings and specifications, which consent shall not unreasonably be withheld, conditioned or delayed. Tenant shall reimburse Landlord within thirty (30) days following its demand for any costs incurred by Landlord in having such drawings and specifications reviewed by its consultants. Tenant shall give Landlord at least five (5) business days' notice prior to commencing any alterations, improvements or additions and Landlord shall then have the right at any time and from time to time to post and maintain on the Premises such notices as Landlord reasonably deems necessary to protect the Premises, the Building and Landlord from mechanics' liens or any other liens. In any event, Tenant shall pay when due all claims for labor or materials furnished to or for Tenant at or for use in the Premises. Tenant shall not permit any mechanics' liens to be levied against the Premises for any labor or materials furnished to Tenant or claimed to have been furnished to Tenant or to Tenant's agents or contractors in connection with work performed or claimed to have been performed on the Premises by or at the direction of Tenant. All alterations, improvements or additions in or about the Premises performed by or on behalf of Tenant shall be done by contractors designated or approved by Landlord, in a first-class, workmanlike manner which does not disturb or interfere with other tenants and is in compliance with all applicable laws, ordinances, regulations and orders of any governmental authority having jurisdiction thereover, as well as the requirements of insurers of the Premises and the Building. Prior to commencing any such work, if required by Landlord, Tenant shall maintain builder's risk insurance in an amount no less than the value of the completed work of alteration, addition or improvement on an all-risk basis, covering all perils then customarily covered by such insurance. In addition, prior to the commencement of any such work, if Landlord so requests, Tenant shall furnish to Landlord performance and payments bonds in forms and issued by a surety reasonably acceptable to Landlord in an amount equal to the total cost of such work of alteration, improvement or addition. Notwithstanding anything in this Section 8 to the

contrary, upon Landlord's request, Tenant shall remove any contractor, subcontractor or material supplier from the Premises and the Building if the work or presence of such person or entity results in labor disputes in or about the Building or damage to the Premises or the Building. Upon completion of work performed for Tenant, at Landlord's request Tenant shall deliver to Landlord evidence of full payment therefor and full and unconditional waivers and releases of liens for all labor, services and/or materials used. Unless Landlord requires their removal, as set forth above, all alterations, improvements or additions which may be made on the Premises shall, at Landlord's option, become the property of Landlord and remain upon and be surrendered with the Premises at the termination or expiration of the term; provided that Tenant's machinery, equipment and trade fixtures, other than any which may be affixed to the Premises so that they cannot be removed without material damage to the Premises, shall remain the property of Tenant and shall be removed by Tenant on or before such time.

9. Insurance and Indemnity.

a. Tenant's Insurance. Tenant shall obtain and maintain during the term of this Lease commercial general liability insurance with a combined single limit for personal injury and property damage in an amount not less than \$2,000,000 each occurrence and \$2,000,000 annual aggregate, and employer's liability and workers' compensation insurance as required by law. Tenant's commercial general liability insurance policy shall (i) include coverage for premises and operations liability, products and completed operations liability, broad form property damage, blanket contractual liability and personal and advertising liability; (ii) provide that the insurer has the duty to defend all insureds, and (iii) provide that defense costs do not deplete policy limits. Such insurance shall also be endorsed to provide that (1) it may not be canceled or altered in such a manner as adversely to affect the coverage afforded thereby without thirty (30) days' prior written notice to Landlord, (2) Landlord and other entities designated by Landlord are named as additional insureds, (3) the insurer acknowledges acceptance of the mutual waiver of claims by Landlord and Tenant pursuant to paragraph (b) below, and (4) such insurance is primary with respect to Landlord and that any other insurance maintained by Landlord is excess and noncontributing with such insurance. If, in the opinion of Landlord's insurance adviser, based on an increase in recovered liability claims generally or an increase in the amounts of insurance which tenants in similar premises are then being required to maintain, the specified amounts of coverage are no longer adequate, within thirty (30) days following Landlord's request, such coverage shall be appropriately increased. Tenant shall also obtain and maintain insurance ("**Personal Property Insurance**") covering leasehold improvements paid for by Tenant and Tenant's personal property and fixtures from time to time in, on, or at the Premises, in an amount not less than one hundred percent (100%) of the full replacement cost, without deduction for depreciation, providing protection against events protected under "All Risk Coverage," as well as against sprinkler damage, vandalism and malicious mischief. Any proceeds from the Personal Property Insurance shall be used for the repair or replacement of the personal property damaged or destroyed, unless this Lease is terminated under an applicable provision herein. Tenant shall obtain and maintain business interruption insurance in an amount not less than the greater of Tenant's annual gross revenue or an amount adequate to provide for payment of Base Rent and other amounts due Landlord under this Lease during a one year interruption of Tenant's business by fire or other casualty. Prior to the commencement of the term, Tenant shall deliver to Landlord copies of such policies or, at Landlord's option, certificates thereof with endorsements. At least thirty (30) days prior to the expiration of such

policy or any renewal thereof, Tenant shall deliver to Landlord replacement or renewal binders, followed by certificates and endorsements within a reasonable time thereafter. If Tenant fails to obtain such insurance or to furnish Landlord any such duplicate policies, certificates and endorsements as herein required, Landlord may, at its election, upon notice to Tenant but without any obligation so to do, procure and maintain such coverage and Tenant shall reimburse Landlord on demand as additional rent for any premium so paid by Landlord. Tenant shall have the right to provide all insurance coverage required herein to be provided by Tenant pursuant to blanket policies so long as such coverage is expressly afforded by such policies for the location which is the Premises. All insurance shall be written by carriers which are admitted in COLORADO and which have a rating by A.M. Best Insurance Service, or its successor, of at least "A/VIII" or equivalent.

b. Mutual Waiver. Landlord hereby waives all claims against Tenant and Tenant's members, officers, directors, partners, employees, agents and representatives for loss or damage to the extent that such loss or damage is insured against under any valid and collectable insurance policy insuring Landlord or would have been insured against but for any deductible amount under any such policy. Tenant waives all claims against Landlord, Landlord's members and Landlord's agents and its and their respective members, officers, directors, partners, employees, agents and representatives (collectively, "**Landlord's Parties**"), for loss or damage to the extent such loss or damage is insured against under any valid and collectable insurance policy insuring Tenant or required to be maintained by Tenant under this Lease, or would have been insured against but for any deductible amount under any such policy.

c. Tenant's Waiver and Indemnity. As insurance is available to protect it, and to the extent such waiver does not violate public policy, Tenant hereby waives all claims against Landlord and Landlord's Parties for damage to any property or injury to or death of any person in, upon or about the Premises, the Building or the Project arising at any time and from any cause. Tenant shall hold Landlord and Landlord's Parties harmless from and defend Landlord and Landlord's Parties against all claims, liabilities, losses, damages and expenses (including attorneys' fees and costs): (i) arising in the Premises or from the use of the Premises by Tenant or as a result of Tenant's breach of this Lease, except as to Landlord or any of Landlord's Parties such as is caused by the sole negligence or willful misconduct of Landlord or that of Landlord's Parties otherwise entitled to indemnification, or (ii) arising from the negligence or willful misconduct of Tenant, its employees, agents or contractors in, upon or about those portions of the Building or the Project other than the Premises. The foregoing indemnity obligation of Tenant shall include attorneys' fees, investigation costs and all other costs and expenses incurred by Landlord or any of Landlord's Parties from the first notice that any claim or demand is to be made or may be made. The provisions of this Section 9 shall survive the expiration or termination of this Lease with respect to any damage, injury or death occurring prior to such time.

10. Damage or Destruction.

a. Insured Loss. If during the term the Premises is totally or partially destroyed, or any other portion of the Building is damaged in such a way that Tenant's use of the Premises is materially interfered with, from a risk which is wholly covered by insurance proceeds made available to Landlord for such purpose, Landlord shall proceed with reasonable

diligence to repair the damage or destruction and this Lease shall not be terminated; provided that if in the opinion of Landlord's architect or contractor the work of repair cannot be completed within ninety (90) days following commencement of such repair, Landlord may at its election terminate this Lease by notice given to Tenant within thirty (30) days following the event or such longer period as may reasonably be necessary to obtain information from its architect or contractor.

b. Uninsured Loss. If during the term the Premises is totally or partially destroyed, or any other portion of the Building is damaged in such a way that Tenant's use of the Premises is materially interfered with, from a risk which is not wholly covered by insurance proceeds made available to Landlord for repair or reconstruction, Landlord may at its election by notice to Tenant given within thirty (30) days following the event or such longer period as may reasonably be necessary for Landlord to obtain information from its architect or contractor, either restore the Premises or terminate this Lease.

c. Abatement of Rent. In case of destruction or damage which materially interferes with Tenant's use of the Premises, if this Lease is not terminated as above provided, Base Rent shall be abated during the period required for the work of repair based upon the degree of interference with Tenant's use of the Premises. Except for such abatement, Tenant shall have no claim against Landlord for any loss suffered by Tenant due to damage or destruction of the Premises or any work of repair undertaken as herein provided. Tenant expressly waives the provisions of Section 1932 and Section 1933(4) of the COLORADO Civil Code and any other applicable law providing for termination of a hiring upon destruction of the thing hired, which are superseded by this Section 10.

11. Eminent Domain. If all or any part of the Premises shall be taken as a result of the exercise of the power of eminent domain or sold by Landlord under threat thereof, this Lease shall terminate as to the part so taken as of the date of taking or sale and, in the case of a partial taking, either Landlord or Tenant shall have the right to terminate this Lease as to the balance of the Premises by notice to the other within thirty (30) days after such date if the portion of the Premises taken shall be of such extent and nature as substantially to handicap, impede or impair Tenant's use of the balance of the Premises for Tenant's purposes. In the event of any taking or such sale, Landlord shall be entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection therewith. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or otherwise. In the event of a partial taking of the Premises which does not result in a termination of this Lease, the monthly rental thereafter to be paid shall be equitably reduced on a pro rata basis based upon relative area. To the extent permitted by applicable law, Tenant waives any benefit of COLORADO Code of Civil Procedure Sections 1265.130 and 1265.150, their successors and any other law that provides a tenant with any abatement or termination rights or the rights to receive any condemnation awards by virtue of the power of eminent domain, other than as described above.

12. Assignment and Subletting.

a. General Restriction. Tenant shall not assign this Lease or any interest herein or sublet the Premises or any part thereof, either directly or by operation of law, without

the prior consent of Landlord, which consent shall not be unreasonably withheld; provided that no assignment or sublet of the Premises shall be for more than thirty percent (30%) of the useable square footage of the Premises. Tenant shall not hypothecate this Lease or any interest herein or permit the use of the Premises by any party other than Tenant without the prior consent of Landlord, which consent may be withheld by Landlord in its absolute discretion. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. In connection with each consent requested by Tenant, Tenant shall submit to Landlord the terms of the proposed transaction, the identity of the parties to the transaction, the proposed documentation for the transaction, current financial statements of any proposed assignee or sublessee and all other information reasonably requested by Landlord concerning the proposed transaction and the parties involved therein. As a further condition to any consent granted by Landlord, the proposed assignee or sublessee shall agree in writing to perform for the benefit of Landlord all of Tenant's obligations under this Lease or, in the case of subletting, so much thereof as are allocable to any portion of the Premises proposed to be sublet.

b. Bases of Withholding Consent. Without limiting the other instances in which it may be reasonable for Landlord to withhold its consent to an assignment or subletting, Landlord and Tenant acknowledge that it shall be reasonable for Landlord to withhold its consent in the following instances:

- (i) The proposed assignee or sublessee is a governmental agency;
- (ii) The proposed assignee or sublessee does not have tax-exempt status under section 501(c)(3) of the Internal Revenue Code or the proposed transaction would otherwise cause a violation of the Regulatory Agreement;
- (iii) The proposed assignee or sublessee does not meet Landlord's tenant criteria as set forth in Exhibit E;
- (iv) In Landlord's reasonable judgment, the use of the Premises would entail any substantial alterations which would lessen the value of the existing leasehold improvements in the Premises, or would require increased services by Landlord;
- (iv) In Landlord's reasonable judgment, the financial worth of the proposed assignee or sublessee does not meet the credit standards applied by Landlord for other tenants under leases with comparable terms, or the character, reputation or business of the proposed assignee or sublessee is not consistent with the quality of the other tenancies in the Project or might result if a breach of the terms of the Regulatory Agreement or result in a "Transfer" under the terms of the Regulatory Agreement;
- (v) In Landlord's reasonable judgment, the proposed assignee or sublessee does not have a good reputation as a tenant of property;
- (vi) Landlord has received from any prior lessor to the proposed assignee or subtenant a negative report concerning such prior lessor's experience with the proposed assignee or subtenant;

(vii) Landlord has experienced previous defaults by or is in litigation with the proposed assignee or subtenant;

(viii) The proposed assignee or subtenant is a person with whom Landlord is negotiating to lease space in the Building or is currently a tenant in the Building;

(ix) Tenant has committed an event of default under this Lease and such event of default has not been cured, or Tenant has committed an event of default under this Lease on more than one occasion during the 12 months preceding the date that Tenant shall request consent; or

(x) If the subletting would result in occupancy by more than three (3) subtenants, the occupancy by subtenants of more than fifty percent (50%) of the useable area of the Premises, the division of the Premises or would require access to be provided through space leased or held for lease to another tenant or improvements to be made outside of the Premises.

c. Reserved.

d. Definition of Assignment. As used in this Section 12, the term “assign” or “assignment” shall include, without limitation, any sale, transfer or other disposition of all or any portion of Tenant’s estate under this Lease, whether voluntary or involuntary, and whether by operation of law or otherwise including any of the following:

(i) If Tenant is a corporation or a limited liability company: (1) any dissolution, merger, consolidation or other reorganization of Tenant, (2) a sale of more than fifty percent (50%) of the value of the assets of Tenant, (3) if Tenant is a corporation with fewer than five hundred (500) shareholders or a limited liability company, sale or other transfer of a controlling percentage of the capital stock or the managing members’ interest in Tenant, or (4) the transfer of a majority beneficial interest in Tenant. The phrase “controlling percentage” means the ownership of, and the right to vote, stock possessing at least fifty percent (50%) of the total combined voting power of all classes of Tenant’s stock issued, outstanding and permitted to vote for the election of directors, or at least fifty percent (50%) of the voting right of the managing members’ interest;

(ii) If Tenant is a trust, the transfer of more than fifty percent (50%) of the beneficial interest of Tenant, or the dissolution of the trust;

(iii) If Tenant is a partnership or joint venture, the withdrawal, or the transfer of the interest of any general partner or joint venturer or the dissolution of the partnership or joint venture; or

(iv) If Tenant is composed of tenants-in-common, the transfer of interest of any co-tenants, or the partition or dissolution of the co-tenancy.

e. Assignment or Subletting by Sublessee. No sublessee shall have a right further to sublet. Any assignment by a sublessee of its sublease shall be subject to Landlord's prior written consent in the same manner as if Tenant were entering into a new sublease.

f. Assignment Consideration. In the case of an assignment, Tenant shall not charge more than one hundred ten percent (110%) of the then-current Base Rent for the assigned portion of the Premises, and any such excess amounts received by Tenant as compensation for such assignment shall be paid to Landlord after first deducting the cost of any real estate commissions incurred in connection with such assignment. In the event such consideration is received by Tenant in installments, the portion of each installment to be paid to Landlord shall be determined by subtracting from the installment an amount equal to the total amount of the foregoing permitted deductions divided by the total number of installments.

g. Subletting Consideration. In the case of a sublease, Tenant shall not charge more than one hundred ten percent (110%) of the then-current Base Rent for the sublet portion of the Premises, and any such excess amounts received by Tenant as compensation for such sublease shall be paid to Landlord after first deducting (i) the Base Rent due under this Lease, prorated to reflect only that portion allocable to the sublet portion of the Premises, and (ii) the cost of any real estate commissions incurred in connection with such subletting, amortized over the term of the sublease.

h. Effect of Assignment or Subletting. Regardless of Landlord's consent, no subletting or assignment shall release Tenant of Tenant's obligations or alter the primary liability of Tenant to pay the rental and to perform all other obligations to be performed by Tenant under this Lease. The acceptance of rental by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. If there is an event of default by any assignee of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee or successor. Landlord may consent to subsequent assignments or subletting of this Lease or amendments or modifications to this Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and such action shall not relieve Tenant of liability under this Lease.

i. Landlord's Costs. If Tenant shall assign or sublet the Premises or request the consent of Landlord to any assignment or subletting or if Tenant shall request the consent of Landlord for any act that Tenant proposes to do, then Tenant shall pay Landlord's reasonable attorneys' fees incurred in connection therewith.

j. No Merger. The voluntary or other surrender of this Lease by Tenant, the mutual cancellation thereof or the termination of this Lease by Landlord as a result of an event of default by Tenant shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

13. Default by Tenant.

a. Events of Default. Any of the following events shall constitute events of default under this Lease:

(i) Tenant's failure to pay any Base Rent or other sum payable under this Lease when due;

(ii) Tenant's failure to obtain and maintain tax-exempt status under section 501(c)(3) of the Internal Revenue Code;

(iii) The bankruptcy or insolvency of Tenant, any transfer by Tenant in fraud of creditors, assignment by Tenant for the benefit of creditors, or the commencement of any proceedings of any kind by or against Tenant under any provision of the Title 11 of the United States Code or its successor ("**Bankruptcy Code**"), or under any other insolvency, bankruptcy or reorganization law, unless any such proceedings are dismissed within sixty (60) days thereafter; the appointment of a receiver for a substantial part of the assets of Tenant; or the levy upon this Lease or any estate of Tenant under this Lease by any attachment or execution;

(iv) The abandonment of the Premises; or

(v) Tenant's failure to perform any of the other terms, covenants, agreements or conditions contained herein (other than Tenant's breach of paragraph 12(a) or paragraph 17 as to which no cure period shall apply) and, if the event of default is curable, the continuation of such event of default for a period of thirty (30) days after receipt of notice by Landlord or beyond the time reasonably necessary for cure if the event of default is of the nature to require more than thirty (30) days to remedy, but in any event, within sixty (60) days following Landlord's notice, provided that if Tenant has committed an event of default in the performance of the same obligation more than one time in any twelve-month period and notice of such event of default has been given by Landlord in such instance, no cure period shall thereafter be applicable under this Lease.

b. Landlord's Remedies. Upon the occurrence of any event of default by Tenant under this Lease, Landlord may, at its option and without any further notice or demand, in addition to any other rights and remedies given under this Lease or by law, do any of the following:

(i) Landlord shall have the right, so long as such event of default continues, to give notice of termination to Tenant and on the date specified in such notice this Lease shall terminate;

(ii) In the event of any such termination of this Lease, Landlord may then or at any time thereafter, reenter the Premises and remove therefrom all persons and property and again repossess and enjoy the Premises, without prejudice to any other remedies that Landlord may have by reason of Tenant's event of default or of such termination;

(iii) In the event of any such termination of this Lease, and in addition to any other rights and remedies Landlord may have, Landlord shall have all of the rights

and remedies of a landlord provided by Section 1951.2 of the COLORADO Civil Code. The amount of damages which Landlord may recover in event of such termination shall include, without limitation, (1) the worth at the time of award (computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent) of the amount by which the unpaid Base Rent for balance of the term after the time of award exceeds the amount of rental loss that Tenant proves could be reasonably avoided, (2) all legal expenses and other related costs incurred by Landlord following Tenant's event of default, (3) all costs incurred by Landlord in restoring the Premises to good order and condition, or in remodeling, renovating or otherwise preparing the Premises for reletting, and (4) all costs (including, without limitation, any brokerage commissions) incurred by Landlord in reletting the Premises;

(iv) Landlord shall also have the remedy described in COLORADO Civil Code Section 1951.4 (lessor may continue the lease in effect after lessee's breach and abandonment and recover Base Rent and additional rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations);

(v) For the purpose of determining the unpaid Base Rent in the event of a termination of this Lease, or the Base Rent due under this Lease in the event of a reletting of the Premises, the monthly Base Rent reserved in this Lease shall be deemed to be the Base Rent due under Section 3 above and any "free rent" or Base Rent and additional rent waived or abated by Landlord as an inducement for Tenant to enter into this Lease;

(vi) Landlord's acceptance of payment from Tenant of less than the amount of Base Rent then due shall not constitute a waiver of any rights of Landlord or Tenant including, without limitation, any right of Landlord to recover possession of the Premises; and

(vii) After terminating this Lease, Landlord may remove any and all personal property located in the Premises and place such property in a public or private warehouse or elsewhere at the sole cost and expense of Tenant.

c. Continuation of the Lease. Even though Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession. Landlord may enforce all its rights and remedies under this Lease, including the right to recover rental as it becomes due under this Lease. Acts of maintenance or preservation, efforts to relet the Premises, or the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease, shall not constitute a termination of Tenant's right to possession.

d. Waiver of Reinstatement. Tenant hereby waives all rights under COLORADO Code of Civil Procedure Section 1179 and COLORADO Civil Code Section 3275 providing for relief from forfeiture and any other right now or hereafter existing to redeem the Premises or reinstate this Lease after termination pursuant to this Section 13 or by order or judgment of any court or by any legal process.

e. Waiver of Jury Trial. If and to the extent permitted under applicable law, Landlord and Tenant shall not seek jury trial, hereby waive trial by jury and any objection to venue in the county in which the Building is located and hereby consent to the personal jurisdiction of the courts of the state in which the Project is located in any action, proceeding or counterclaim brought by either party against the other on any matters not relating to personal injury or property damage but otherwise arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, any claim or injury or damage or the enforcement of any remedy under any statute, whether any of the foregoing is based upon this Lease or law.

f. Non-Exclusive Remedies. The remedies provided for in this Lease are in addition to any other remedies available to Landlord at law or in equity, by statute or otherwise.

g. Reimbursement of Landlord. In addition to the foregoing remedies for events of default, Landlord is entitled to reimbursement of all of Landlord's fees, expenses and damages, including, without limitation, reasonable attorneys' fees and paralegal and other professional fees and expenses, including expert witness or appraisal fees and expenses, that Landlord incurs in protecting its interests in any bankruptcy or insolvency proceeding involving Tenant (including, without limitation, any proceeding under the Bankruptcy Code [as defined in paragraph 12(a)(ii) of this Lease]) by, without limitation, (i) exercising and advocating rights under Section 365, or its successor, of the Bankruptcy Code, (ii) proposing a plan of reorganization and objecting to competing plans or (iii) filing motions for relief from stay. Such fees and expenses are payable on demand or, in any event, upon assumption or rejection of this Lease in bankruptcy.

14. Landlord's Right to Cure Events of Default. If Tenant shall fail to pay any sum of money, other than rental, required to be paid by it under this Lease or shall fail to perform any other act on its part to be performed under this Lease and such failure shall continue for thirty (30) days after notice thereof by Landlord, Landlord may, but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant's part to be made or performed as in this Lease provided. All sums so paid by Landlord and all necessary incidental costs shall be deemed additional rent under this Lease and shall be payable to Landlord on demand. Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of an event of default by Tenant in the payment of rental.

15. Default by Landlord. Landlord shall not be in default under this Lease unless Landlord fails to perform obligations required of Landlord under this Lease within a reasonable time, but in no event later than thirty (30) days after notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

16. Security Deposit. On execution of this Lease, Tenant shall deposit with Landlord the sum specified in the Basic Lease Information (the "**Deposit**"). The Deposit shall be held by

Landlord as security for the performance by Tenant of all of the provisions of this Lease. Following an event of default by Tenant under this Lease, Landlord may use, apply or retain all or any portion of the Deposit for the payment of any rent or other charge in default, or the payment of any other sum to which Landlord may become obligated by Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Deposit, then within ten (10) days after demand therefor, Tenant shall deposit cash with Landlord in an amount sufficient to restore the Deposit to the full amount thereof, and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep the Deposit separate from its general accounts. If Tenant performs all of Tenant's obligations hereunder, the Deposit, or so much thereof as has not theretofore been applied by Landlord, shall be returned, without payment of interest for its use, to Tenant (or, at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) at the expiration of the term hereof, and after Tenant has vacated the Premises. No trust relationship is created herein between Landlord and Tenant with respect to the Deposit. Tenant waives the provisions of COLORADO Civil Code Section 1950.7, and all other present and future laws which restrict the amount or types of claim that a landlord may make upon a security deposit or imposes upon a landlord or a successor any obligation with respect to the handling or return of security deposits.

17. Estoppel Certificate and Financial Statements.

a. Tenant's Estoppel Certificate. Tenant shall at any time within ten (10) days following written request from Landlord execute, acknowledge and deliver to Landlord a statement certifying:

(i) That this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect);

(ii) The date to which the Base Rent and other sums payable under this Lease have been paid;

(iii) The amount of the Security Deposit;

(iv) Acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord under this Lease, or specifying such defaults, if any, which are claimed; and

(v) Such other matters as may reasonably be requested by Landlord.

b. Reliance and Failure to Deliver. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Building. Tenant's failure to deliver such statement within such time shall be deemed Tenant's confirmation that:

(i) This Lease is in full force and effect, without modification except as may be represented by Landlord;

(ii) There are no uncured defaults in Landlord's performance; and

(iii) Not more than one month's Base Rent has been paid in advance.

c. Financial Statements. Tenant shall deliver to Landlord within ten (10) days following Landlord's request, the most recent complete and accurate financial statements of Tenant. Such statements shall be prepared in accordance with generally accepted accounting principles, to the extent applicable to Tenant's business, consistently applied, and shall be certified as accurate and complete by an independent certified public accountant. All such financial statements shall be received by Landlord in confidence and may only be disclosed by Landlord to its current and/or prospective lenders and/or purchasers who shall also be instructed to maintain such information in confidence.

18. Relocation. Landlord shall have the right to relocate the Premises to other space in the Building designated by Landlord, provided that such other space is of equal or larger size than the Premises and the Base Rent shall be at the same per square foot rate in effect under this Lease at the time of relocation with the same increases, if any, for the remainder of the initial Term (the per square foot rate is determined by dividing the annual amount(s) of Base Rent then in effect or to be in effect, as set forth in Subparagraph 3(a) by the rentable square footage of the existing Premises). Landlord shall pay all reasonable out-of-pocket expenses of any such relocation, including the expenses of moving and reconstruction of all Tenant furnished and Landlord furnished improvements. In the event of such relocation, this Lease shall continue in full force and effect without any change in the terms or other conditions, but with the new location substituted for the old location as described in a new Exhibit A under an amendment of this Lease.

19. Subordination, Amendment for Lender.

a. Subordination. This Lease is subordinate to the Master Lease and, at Landlord's option, shall be subordinate to any master lease, mortgage, deed of trust, or any other hypothecation for security now or hereafter placed upon the Building and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant has not committed any events of default and so long as there shall not be an event of default of Tenant, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, beneficiary, trustee or master lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or master lease, and shall give notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust or master lease, whether this Lease is dated prior to or subsequent to the date of said mortgage, deed of trust or master lease or the date of recording thereof. If any mortgage or deed of trust to which this Lease is subordinate is foreclosed or a deed in lieu of foreclosure is given to the mortgagee or beneficiary, Tenant shall attorn to the purchaser at the foreclosure sale or to the grantee under the deed in lieu of foreclosure; if any master lease to which this Lease is subordinate is terminated, Tenant shall attorn to the master lessor. Promptly following the request of any such purchaser, grantee, or master lessor, Tenant shall execute and deliver a new lease, in the form of this Lease, with such requesting party as Landlord. Within ten (10) days following Landlord's request or the request of any such mortgagee, beneficiary or master lessor, Tenant shall execute any documents required to effectuate such subordination or to make this Lease prior to the lien of any mortgage, deed of trust or master lease, as the case may be, or to evidence such attornment.

b. Modification for Lender. Within ten (10) days of Landlord's request therefor, Tenant shall execute and deliver such amendments of this Lease as shall have been required by Landlord's lender in connection with the making of a loan to be secured by the Property, provided such amendment does not increase the obligations of Tenant under this Lease or materially and adversely affect Tenant's leasehold interest.

20. Attorneys' Fees. If either party commences an action or proceeding against the other party arising out of or in connection with this Lease, or institutes any proceeding in a bankruptcy or similar court which has jurisdiction over the other party or any or all of its property or assets, the prevailing party in such action or proceeding and in any appeal in connection therewith shall be entitled to have and recover from the unsuccessful party reasonable attorneys' fees, court costs, expenses and other costs of investigation and preparation. If such prevailing party recovers a judgment in any such action, proceeding, or appeal, such attorneys' fees, court costs and expenses shall be included in and as a part of such judgment.

21. Notices. All notices, consents, demands and other communications from one party to the other given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been fully given when deposited in the United States mail, certified or registered, postage prepaid, or delivered by a generally recognized overnight courier service, charges prepaid and addressed as follows: to Tenant at the address specified in the Basic Lease Information or to such other place as Tenant may from time to time designate in a notice to Landlord; to Landlord at the address specified in the Basic Lease Information, or to such other place and with such other copies as Landlord may from time to time designate in a notice to Tenant; or, in the case of Tenant, delivered to Tenant at the Premises. Failure to accept delivery shall be deemed to constitute receipt. In addition, such communications shall be deemed given when transmitted to a party by electronic facsimile, with confirmation of receipt, to the telephone number specified in the Basic Lease Information, as it may be changed by notice.

22. General Provisions.

a. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of COLORADO.

b. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision under this Lease.

c. Prior Agreements. This Lease contains all agreements of the parties with respect to any matter mentioned herein, supersedes any verbal and any prior written understanding, conditions, representations, agreements or covenants and may be modified in writing only, signed by the parties.

d. No Waiver. No waiver by Landlord of any provision under this Lease shall be deemed a waiver of any other provision or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of Base Rent, additional rent or any partial payment under this Lease by

Landlord shall not be a waiver of any preceding breach by Tenant of any provision under this Lease, other than the failure of Tenant to pay the particular Base Rent or additional rent accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such payment.

e. Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the term, such occupancy shall be a tenancy from month to month at a rental in the amount of two hundred percent (200%) of the last month's Base Rent plus all other charges payable under this Lease and upon all of the other terms of this Lease. Tenant shall also defend and indemnify Landlord from all loss, liabilities, damages and costs, including consequential damages and attorneys' fees, incurred by Landlord and resulting from Tenant's failure to surrender possession of the Premises to Landlord when and as required under this Lease. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

f. Successors and Assigns. Subject to the provisions of this Lease restricting assignment or subletting by Tenant, this Lease shall bind the parties, their personal representatives, successors and assigns.

g. Landlord's Entry. Landlord and Landlord's agents shall have the right to enter the Premises upon reasonable prior notice at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers or lenders and making such alterations, repairs, improvements or additions to the Premises or to the Building as Landlord may deem necessary or desirable. Landlord may at any time during the last one hundred twenty (120) days of the term place on or about the Premises any ordinary "For Lease" sign.

h. Authority. If Tenant is a corporation, limited liability company or other entity, each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the entity and that this Lease is binding upon the entity in accordance with its terms.

i. Landlord Defined. The term "**Landlord**" as used in this Lease means the then owner of the Building and in the event of a sale of the Building the selling owner shall be automatically relieved of all obligations of Landlord under this Lease, except for acts or omissions of Landlord theretofore occurring.

j. Brokers. Tenant warrants that it has had no dealings with any real estate broker or agent other than the Broker(s) identified in the Basic Lease Information in connection with the Premises or this Lease. Tenant shall indemnify Landlord and hold it harmless from and against all claims, demands, costs or liabilities (including, without limitation, attorneys' fees) asserted by any party other than such Broker(s) based upon dealings of that party with Tenant in connection with the Premises or this Lease.

k. Non-Discrimination. Tenant covenants by and for Tenant's heirs, personal representatives and assigns and all persons claiming under Tenant or through Tenant that this Lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, religion, creed, age,

sex, sexual orientation, marital status, disability, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises nor shall Tenant or any person claiming under or through Tenant establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessee, subtenants, or vendees in the Premises.

l. Transportation Demand Management. Tenant shall comply with the requirements of the Transportation Demand Management Program, pursuant to the City of DENVER Use Permit #04-10000114 (the “**TDM Program**”). Tenant shall provide, and shall require its employees located within the Premises to provide to Landlord’s managing agent or other person serving as the Transportation Demand Management and Commute Coordinator for the Project such information as is reasonably required for Landlord’s compliance with the TDM Program. To the extent direct reporting is required under the TDM Program, Tenant shall comply with TDM Program reporting requirements and shall require its employees located within the Premises to do the same. Pursuant to the TDM Program, Tenant shall also i) offer its employees pre-tax transit benefits, pursuant to Section 132(f) of the Internal Revenue Code, including but not limited to (a) a transit subsidy of at least Two Dollars (\$2.00) per business day for each participating employee; or (b) up to One Hundred Five Dollars (\$105.00) per month for transit passes and qualified vanpool expenses; ii) inform its employees of the TDM Program by continuously posting transportation subsidy offers in conspicuous locations in the Premises; and iii) submit an annual affidavit indicating that Tenant offers the required subsidies pursuant to the TDM Program and that Tenant has clearly communicated the offer to its employees.

m. First Source. Tenant supports the Equal Opportunity Program set forth in the First Source Agreement between the Landlord and the City of DENVER (the “**City**”) regarding employment of City residents and protected minority categories and will pursue such goals in their employment practices. Tenant agrees to enter into a First-Source Employer Agreement with the City and to make use of the City’s First Source Program as the first source for job applicants for positions located primarily at the Premises.

n. Confidentiality. Subject to obligations, if any, under applicable Laws to disclose information to third parties, the terms of this Lease and any other confidential or financial nonpublic information that is disclosed in connection with the negotiation and performance of this Lease shall be confidential and constitute proprietary information of Landlord and Tenant. Neither party, nor its respective owners, shareholders, partners, officers, directors, employees, agents or attorneys, shall disclose the terms and conditions of this Lease to any other person without the prior written consent of the other party hereto, except that (i) Landlord may disclose the terms of this Lease to its appraisers, consultants, insurers and lenders, and (ii) either party may disclose the terms of this Lease to its shareholders, partners, officers, directors, employees, attorneys, independent accountants, to persons who would receive the party’s financial statements in the ordinary course of business, to any prospective transferee of all or any portion of its interests under this Lease, to any lender or prospective lender of such prospective transferee, to any governmental entity, agency or person to whom disclosure is required by applicable law or ordered by a court of competent jurisdiction, and in connection with any action brought to enforce the terms of this Lease. Any party disclosing any material information about this Lease shall require the recipient of the information to keep it confidential. Any failure to keep the information confidential as required by this provision may be equitably

enforced by Landlord or Tenant, as the case may be, and any such equitable remedies shall be the sole remedies available to the aggrieved party.

o. Time of the Essence. Time is expressly of the essence with respect to the rights and obligations of the parties under this Lease and the exhibits hereto.

p. Exhibits. The exhibits and any addendum specified in the Basic Lease Information are attached to this Lease and by this reference made a part of this Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Lease on the respective dates indicated below.

TENANT:

,
a **COLORADO** non-profit corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

LANDLORD:

ORGANIZATION CENTER,
a COLORADO non-profit corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A
ORGANIZATION CENTER
OFFICE LEASE

FLOOR PLAN

[To be attached]

EXHIBIT B

ORGANIZATION CENTER OFFICE LEASE

RULES AND REGULATIONS

1. The sidewalks, halls, passages, exits, entrances, elevators and stairways of the Building shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress to and egress from their respective Premises. The halls, passages, exits, entrances, elevators and stairways are not for the general public and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No tenant and no employee or invitee of any tenant shall go upon the roof of the Building. Landlord shall have the right at any time without the same constituting an actual or constructive eviction and without incurring any liability to Tenant therefor to change the arrangement and/or location of entrances or passageways, doors or doorways, corridors, elevators, stairs, toilets or other common areas of the Building.

2. No sign, placard, picture, name, advertisement or notice visible from the exterior of any tenant's Premises shall be inscribed, painted, affixed or otherwise displayed by any tenant on any part of the Building without the prior written consent of Landlord. Landlord will adopt and furnish to tenants general guidelines relating to signs inside the Building. Tenant agrees to conform to such guidelines. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord. Material visible from outside the Building will not be permitted.

3. The Premises shall not be used for the storage of merchandise held for sale to the general public or for lodging. No cooking shall be done or permitted on the premise, except that private use by Tenant of Underwriters' Laboratory approved microwave ovens and equipment for brewing coffee, teas, hot chocolate and similar beverages shall be permitted, as well as warming ovens and equipment required by catering vendors, provided that such use is in accordance with all applicable Federal, state and municipal laws, codes, ordinances, rules and regulations.

4. No tenant shall employ any person or persons other than the janitor of Landlord for the purpose of cleaning its Premises. No person or persons other than those approved by Landlord shall be permitted to enter the Building for the purpose of cleaning the same. No tenant shall cause any unnecessary labor by reason of such tenant's carelessness or indifference in the preservation of good order and cleanliness. Landlord shall not be responsible to any tenant for any loss of property on the Premises, however occurring, or for any damage done to the effects of any tenant by the janitor or any other employee or any other person.

5. Landlord will furnish each tenant free of charge with one (1) electronic access card to the Building per two hundred and fifty (250) rentable square feet and one (1) key to each door lock provided in the Premises by Landlord per two hundred and fifty (250) rentable square feet. Landlord may make a reasonable charge for any additional electronic access and keys. No tenant shall have any such keys copied or any keys made. No tenant shall alter any lock or install a new or additional lock or any bolt on any door of its Premises. Each tenant, upon the termination of its lease, shall deliver to Landlord all keys to doors in the Building.

6. Landlord shall designate appropriate entrances for deliveries or other movement to or from the Premises of equipment, materials, supplies, furniture or other property. Tenant shall not use any other entrances or elevators for such purposes. To the extent it does not fall within a tenant's premises, the Freight elevator shall be available for use by all tenants in the Building, subject to such reasonable scheduling as Landlord in its discretion shall deem appropriate. All persons employed and means or methods used to move equipment, materials, supplies, furniture or other property in or out of the Building must be approved by Landlord prior to any such movement. Landlord shall have the right to prescribe the maximum weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects shall, if considered necessary by Landlord, stand on a platform of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such property from any cause. All damage done to the Building by moving or maintaining such property shall be repaired at the expense of Tenant.

7. No tenant shall use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material other than limited quantities thereof reasonably necessary for the operation or maintenance of office equipment. No tenant shall use any method of heating, ventilation or air conditioning other than that supplied by Landlord. No tenant shall use or 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 Landlord or other occupants of the Building by reason of noise, odors or vibrations, or interfere in any way with other tenants or those having business in the Building, nor shall any animals or birds be brought or kept in the Premises or the Building, except for seeing-eye dogs.

8. Landlord shall have the right, exercisable without notice and without liability to any tenant, to change the name or street address of the Building.

9. Landlord reserves the right to exclude from the Building between the hours of 6 P.M. and 7 A.M., and at all hours on Saturdays, Sundays and legal holidays, all persons who do not present identification acceptable to Landlord. Each tenant shall provide Landlord with a list of all persons authorized by Tenant to enter its Premises and shall be liable to Landlord for all acts of such persons. Landlord shall in no case be liable for damages for any error with regard to the admission to or expulsion from the Building of any person. In the case of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Building during the continuance of the same by such action as Landlord may deem appropriate, including closing doors.

10. A directory of the Building will be provided to display of the name and location of tenants and their subtenants. Other than Tenant, additional directory listings shall be subject to Landlord's consent and may be subject to a charge.

11. No curtains, draperies, blinds, shutters, shades, screens or other coverings, hangings or decorations shall be attached to, hung or placed in, or used in connection with any window of the Building without the prior written consent of Landlord. In any event, with the prior written consent of Landlord, such items shall be installed on the office side of Landlord's standard window covering and shall in no way be visible from the exterior of the Building. Tenant shall keep window coverings closed when the effect of sunlight (or the lack thereof) would impose unnecessary loads on the Building's heating and ventilation systems.

12. Messenger services and suppliers of bottled water, food, beverages and other products and services shall be subject to reasonable regulations as may be adopted by Landlord from time to time. Landlord may elect to establish a central receiving station in the Building for delivery and pick up by messenger services and/or limit delivery and pick up at the Premises to Tenant's personnel.

13. Each tenant shall ensure that the doors of its Premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before Tenant or Tenant's employees leave the Premises so as to prevent waste or damage. For any default or carelessness in this regard, Tenant shall make good all injuries sustained by other tenants or occupants of the Building or Landlord. On multiple-tenancy floors, all tenants shall keep the doors to the Building corridors and stairs closed at all times except for ingress and egress.

14. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be thrown therein 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.

15. No tenant shall sell or permit the sale in the Premises, or use or permit the use of any corridor, sidewalk or mall area adjacent to the Premises for the sale, of newspapers, magazines, periodicals, theatre or travel tickets or any other goods or merchandise at retail to the general public in or on the Premises, nor shall any tenant carry on or permit or allow any employee or other person to carry on the business of stenography, typewriting, printing or photocopying or any similar business in or from the Premises for the service or accommodation of occupants of any other portion of the Building, nor shall the Premises of any tenant be used for manufacturing of any kind, or any business or activities other than that specifically provided for in such tenant's lease.

16. Unless otherwise explicitly provided in its lease, no tenant shall install any radio or television or other data transmission antenna, satellite dish, loudspeaker or other device on the roof or exterior walls of the Building. No TV or radio or recorder shall be played in such a manner as to be heard by any other tenant.

17. There shall not be used in any space or in the public halls of the Building, either by any tenant or others, any hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Landlord may approve. No other vehicles of any kind shall be brought by any tenant into the Building or kept in or above its Premises. The use of any such equipment shall be restricted to the freight elevator.

18. Each tenant shall store all its trash, recycling and compost materials within its Premises until removal of the same to such location in the Building as may be designated from time to time by Landlord. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of office building trash and garbage in the City of DENVER without being in violation of any law or ordinance governing such disposal.

19. All loading and unloading of merchandise, supplies, materials, garbage and refuse shall be made only through such entryways and elevators and at such times as Landlord shall designate. Tenant shall not obstruct or permit the obstruction of any designated loading area and at no time shall Tenant park or allow its officers, agents or employees to park vehicles therein except for loading and unloading.

20. Canvassing, soliciting, distribution of handbills or any other written material and peddling in the Building are prohibited. Each tenant shall cooperate to prevent the same.

21. The requirements of tenants will be attended to only upon application in writing or by email at the office of the Building. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

22. No shopping carts, motorcycles, motor scooters or other vehicles shall be brought, parked or stored anywhere in the Building. No bicycles may be parked or stored anywhere in the Building other than in such facilities provided and designated for such use, unless the secured storage facilities for bicycles provided by Landlord and in the underground parking garage are both at capacity, and in such event, bicycles (a) may only be parked or stored within the Premises, (b) may not be transported to the Premises by way of elevators, and (c) must be carried (and not rolled across the floor) at all times while in the Building.

23. The Building is a non-smoking building. Smoking or carrying lighted cigars or cigarettes in the Building, including the corridors, stairways and elevator, is prohibited.

24. Tenant shall not do or permit anything to be done in the Premises, to obstruct or interfere with the rights of other occupants of the Building or in any way injure or annoy them, or violate any rules or ordinances established any governmental authority. Tenant shall not bring nor permit any weapons or firearms of any kind into the Building.

25. No safes or other objects larger or in excess of Building elevator load limits shall be brought into or installed in the Premises. No freight, furniture or bulky matter or any kind shall be received at the Building or carried onto the elevator except during regular business hours and as approved by Landlord.

26. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.

27. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the agreements, covenants, conditions and provisions of any lease of Premises in the Building.

28. Landlord reserves the right to make such additional rules and regulations, in Landlord's reasonable discretion, for the safety, care and cleanliness of the Building, and for the preservation of good order, provided that Tenant's use and occupancy of the Premises shall not be materially adversely affected by such rules and regulations.

Building Mechanical and Electrical Systems

The Building is designed and constructed to conform with the U.S. Green Building Council's LEED Platinum certification, the highest standard for environmentally responsible and sustainable design. Many of the Building mechanical and electrical systems are specifically designed to minimize energy consumption while maintaining a comfortable work environment.

Heating and Ventilation

The HVAC system within the office areas combines the following systems:

- Heating and limited cooling are provided by hydronic water tubing within the Building's concrete structural floor and ceiling. Heated or chilled water is circulated through this hydronic tubing to warm or cool the concrete structure which in turn radiates heating or cooling to occupants. This heating/cooling system is zoned to provide a reasonably stable and comfortable work environment on each side of the building with low energy consumption. However, this system does not respond quickly to requests for rapid changes in indoor temperature or excessive heat generated by mechanical or electrical equipment or large groups of people. There may also be a limited number of days when optimum comfort cannot be achieved for some part of the day by the cooling element of this system. Also, the primary method of providing radiant cooling to the space will be to 'charge' the Building thermal mass with some stored amount of cooling. That is, the floor and ceiling slabs would be pre-cooled at night and allowed to absorb the heat of the next day. As such, there will be some days when the Building will feel slightly cooler in the morning, than at the end of the working day.
- If agreed by Landlord and specified in the Lease, conventional air conditioning may be provided by heat pumps in selected areas of the Tenant's premises that have high mechanical or occupancy loads. There is a maximum total allotment of 3 tons of cooling per floor for the tenant spaces.

- Mechanical ventilation is provided via the raised floor system. Floor diffusers can be installed in the raised floor tiles to provide ventilation as needed throughout the office areas. The ventilation system is a low velocity system which has been designed to also provide a small amount of cooling benefit to the space.
- Operable windows provide additional ventilation to the office areas.
- Exterior sun shades on the south face of the Building shade the windows from sun and are intended to prevent direct solar exposure and related heat gain.

The Tenant may not modify the above HVAC systems without prior approval by the Landlord.

Lighting

The Building is designed to maximize the use of natural daylight to provide lighting within the office areas. Electric lighting and lighting controls are provided to supplement the natural daylighting as required. Tenant may only install the lighting fixtures and lighting controls as approved by Landlord.

Operable window shades are provided by Landlord.

On the south side of the third floor, light shelves and reflectors help distribute daylight to the center of the Building.

These lighting features are an integral and important part of the Building's lighting design and may not be modified without Landlord's consent.

Electrical Equipment

Electrical equipment – computers, copiers, printers, etc. – can be significant sources of electrical consumption and heat generation within an office area. Tenants shall follow the guidelines included in the Tenant Improvement Manual when selecting, using and locating electrical equipment.

Shared Facilities

Tenant shall have access to, and the right to use on a non-exclusive, first come, first serve basis the following shared facilities in the Building, subject to reasonable procedures, rules and regulations promulgated from time to time by Landlord: (a) the Second Floor Tenant Conference Room (approximately 250 square feet), (b) the Second Floor Kitchen, (c) the copy room, (d) the locker room and shower area, and (e) the enclosed bike parking. Tenant's use of such shared facilities shall be subject at all times to the terms and conditions of Tenant's lease.

EXHIBIT C

**ORGANIZATION CENTER
OFFICE LEASE**

VERIFICATION MEMORANDUM

Re: Office Lease, dated, between **ORGANIZATION CENTER**, a COLORADO non-profit corporation (“**Landlord**”), and , a **COLORADO** non-profit corporation (“**Tenant**”), and for Premises known as , 2150 Alston Way, DENVER, COLORADO. Tenant hereby verifies that the dates and amounts stated below are correct and further acknowledges and accepts possession of the Premises.

Commencement Date:

Expiration Date:

Option(s) to Extend:

Initial Base Rent:

Percentage Share of Operating Expenses

TENANT:

CENTER,
a COLORADO non-profit corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

LANDLORD:

ORGANIZATION CENTER,
a COLORADO non-profit corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

