

COMMERCIAL LEASE BUSINESS CENTER AT WESTMINSTER

THIS COMMERCIAL LEASE (the "Lease") is made by and between BPAZ HOLDINGS 14, LLC, a Delaware limited liability company ("Landlord"), and CITY OF WESTMINSTER, a Colorado home rule municipal corporation ("Tenant"), and is dated as of the date on which this Lease has been fully executed by Landlord and Tenant (the "Effective Date").

1. BASIC LEASE TERMS

- a. DATE OF LEASE (for references purposes only): **January 1, 2024**
- b. TENANT: **CITY OF WESTMINSTER**
- c. SUBTENANT: **Go Green Recycling, a Colorado limited liability limited partnership, d/b/a SustainAbility Recycling**
- d. Business Name: **SustainAbility Recycling**
Address (Premises): **6020 W 91st Ave., Westminster, CO 80031**
Address (for Notices): **4800 W 92nd Ave., Westminster, CO 80031**
Phone: **SustainAbility Recycling: 720-271-6490, City of Westminster: 303-658-2149; Email: SustainAbility Recycling: mkraai@parkerpch.com, City of Westminster: jprehn@westminsterco.gov**
- e. LANDLORD: **BPAZ HOLDINGS 14, LLC**
Address (For Notices): **1111 Broadway, Ste. 1670, Oakland, CA 94607;**
ADDRESS FOR RENT PAYMENTS: **P.O. BOX 209366, AUSTIN, TX 78720**
PROPERTY MANAGER: **Berkeley Partners, Abbie Koch**
Phone: **(512) 820-3664; Email: akoch@berkeleypartners.com**
Maintenance Request Email: **denvermaintenance@berkeleypartners.com**
- e. TENANT'S USE OF PREMISES: **The operation of a staffed recycling drop-off center operating during normal business hours (Monday – Saturday, 8:00 a.m. to 5:00 p.m.).**
- f. PREMISES AREA: **9,420+/- rentable square feet**
- g. PROJECT: **122,444+/- total project square feet**
- h. PREMISES PERCENT OF PROJECT: **7.69%**
- i. TERM OF LEASE: Commencement Date: **January 1, 2024** Expiration Date: **December 31, 2028**
Early Occupancy: In Landlord's sole discretion, Landlord may grant Tenant early occupancy of the Premises upon and subject to the occurrence of all of the following terms and conditions: (i) Landlord shall be in receipt of (A) a fully-executed copy of this Lease, (B) all funds due at Lease signing as set forth in Paragraph 1(o), and (C) evidence of Tenant's insurance in accordance with the requirements set forth in this Lease, which insurance coverage must be effective during the period commencing on or before the date of Landlord's grant of early occupancy. Commencing upon and throughout any period of early occupancy granted by Landlord, all terms and conditions of this Lease shall apply except for Tenant's obligation to pay Rent to Landlord.
- j. Omitted.
- k. Base Rent:
- | Period: | Rental Rate | Base Rent/Month | NNN(Est.)/Month* | TOTAL DUE/Month* |
|-----------------------|-------------------|-----------------|------------------|------------------|
| 01/01/2024—12/31/2024 | \$12.00/SF/Yr/NNN | \$9,420.00 | \$5,408.65 | \$14,828.65 |
| 01/01/2025—12/31/2025 | \$12.54/SF/Yr/NNN | \$9,843.90 | \$5,408.65 | \$15,252.55 |
| 01/01/2026—12/31/2026 | \$13.10/SF/Yr/NNN | \$10,238.50 | \$5,408.65 | \$15,692.15 |
| 01/01/2027—12/31/2027 | \$13.69/SF/Yr/NNN | \$10,746.65 | \$5,408.65 | \$16,155.30 |
| 01/01/2028—12/31/2028 | \$14.31/SF/Yr/NNN | \$11,233.35 | \$5,408.65 | \$16,642.00 |
- *Subject to Exhibit A attached hereto
- l. FEES AS ADDITIONAL RENT:
- i. Fees payable pursuant to the terms and conditions of Exhibit A.
- m. TOTAL SECURITY DEPOSIT: **\$16,642.00** payable upon Lease Execution in certified (cashier's check) funds.

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- n. GUARANTORS: None.
- o. **TOTAL DUE AT LEASE SIGNING: \$31,470.65** (\$16,642.00 Total Security Deposit and \$9,420.00 Rent + \$5,408.65 NNN (Est.))
- p. BROKER(S): None.
2. **PREMISES.** Landlord leases to Tenant, and Tenant leases from Landlord, the premises described in Paragraphs 1(c) and 1(f) and all portions thereof that are not for common use by or for the benefit of more than one tenant, including, without limitation, the heating, air conditioning and ventilation systems (the "Premises"). By taking possession of the Premises, Tenant acknowledges that it has examined the Premises and accepts the Premises in its current "As-Is, Where-Is" condition, subject to any additional work Landlord has expressly agreed in this Lease to perform. Notwithstanding anything to the contrary in this Lease, the approximate square footage of the Premises and the Project shall be subject to re-measurement from time to time. Tenant hereby accepts and agrees to be bound by the figures for the square footage of the Premises, the Project, and Tenant's Proportional Share (as hereinafter defined) as set forth in Paragraphs 1(f), 1(g) and 1(h), respectively; provided, however, that Landlord may adjust any or all such figures in the event of the following: (i) manifest error, (ii) addition or subtraction to the Premises and/or Project, and/or (iii) re-measurement or other circumstance reasonably justifying such adjustment. Tenant's Proportional Share shall be adjusted if the size of the Premises and/or the Project changes. Landlord and Tenant stipulate that for all purposes of this Lease, unless and until Tenant is notified otherwise by Landlord, the size of the Premises shall be deemed to be as set forth in Paragraph 1(f), the size of the Project shall be deemed to be as set forth in Paragraph 1(g), and Tenant's Proportional Share shall be deemed to be as set forth in Paragraph 1(h).
3. **TERM.** The term of this Lease is for the period set forth in Paragraph 1(i) (the "Term"). If Landlord, for any reason, cannot deliver possession of the Premises to Tenant on the Commencement Date, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting from such delay. In the event Landlord cannot deliver the Premises within ninety (90) days of the Commencement Date, Tenant's sole and exclusive remedy shall be to terminate this Lease upon ten (10) days prior written notice to Landlord; provided, however, that if the Premises are so delivered prior to the expiration of such 10-day period then such termination shall be of no force or effect. In the event the Lease is terminated as provided in the previous sentence, Tenant shall be entitled to a full refund of the Total Security Deposit and thereupon Landlord and Tenant shall have no further liability to the other under this Lease.
4. **RENT. Tenant shall pay Landlord monthly base rent in the amount set forth in Paragraph 1(k) (the "Base Rent"), and additional rent as set forth in Paragraph 1(l) (the "Additional Rent"), which is due monthly on or before the first day of each calendar month.** Initial Here: _____ With the exception of the first payment of the Base Rent and the Additional Rent (collectively, the "Rent"), which Tenant shall make within ten (10) days after execution of this Lease, all Rent shall be paid to Landlord at the address shown in Paragraph 1(d) or such other place as Landlord may designate in writing from time to time. All Rent shall be paid without prior demand or notice and without any deduction or offset whatsoever. All Rent due for any partial month shall be prorated at the rate of 1/30th of the total monthly Rent per day. If any Rent, which the exception of the first Rent payment hereunder which shall not be deemed to be late unless not paid within ten (10) days after execution of this Lease as provided above, or other sum due from Tenant is not received by the third (3rd) day of any month during the Term, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue payment, which late fee represents an agreed upon charge for the administrative expense suffered by Landlord as a result of such late payment and not payment for the use of money or a penalty. All such delinquent Rent or other sums, plus this late charge shall bear interest at twelve percent (12%) per annum, or the highest interest rate permitted by applicable law, whichever is lower. Any payments of any kind returned for insufficient funds will be subject to an additional handling charge of \$25.00, and thereafter, Landlord may require Tenant to pay all future payments of Rent or other sums due by money order or cashier's check. If Tenant is delinquent in paying the Rent past the fifth (5th) of any calendar month, Landlord may require payment to be made by money order or cashier's check. All monies due Landlord, including late fees, assessments, interest, Rent, utility payments, water/sewer fees, HVAC servicing fees shall be due and payable in the same manner as Rent.
5. **DEPOSIT.** Upon execution of this Lease, Tenant shall deliver the Total Security Deposit set forth in Paragraph 1(m) with Landlord. Should Tenant be in default, Landlord shall have the right, but not the obligation to use, apply or retain all or a part of the Total Security Deposit for (i) the payment of Rent or any other sum due under this Lease, (ii) the payment of any amount Landlord may spend or become obligated to spend as a result of the default, (iii) for the compensation of Landlord for any losses incurred by reason of the default, or (iv) any damage or deficiency arising in connection with the reletting of the Premises. Landlord may also apply all or a part of the Total Security Deposit to repair and restore the Premises during or upon the termination of the tenancy created by this Lease. In such event Tenant shall, on demand, pay to Landlord a like sum as additional security. Tenant's failure to restore the Total Security Deposit shall constitute a default under this Lease. Landlord's obligation with respect to the deposit is that of a debtor and not a trustee, and Landlord can co-mingle the total security deposit with Landlord's general funds. Landlord shall not be required to pay Tenant interest, nor shall acceptance of the deposit constitute Landlord's acceptance of this Lease. Within ninety (90) days after the later of (I) expiration of the Term and (II) the date Tenant has vacated the Premises, and provided there is then no uncured default that is continuing under this Lease, Landlord shall return the Total Security Deposit to Tenant, less such portion thereof as Landlord reasonably believes will be payable by Tenant in connection with the reconciliation of the Project Expenses identified in Exhibit A for the calendar year in which the Term expires. **Total Security Deposit may not be used as a replacement for monthly Rent at any time during the Term.**
6. **CONDUCT OF TENANT AND GUESTS.** Tenant shall not violate any governmental law or restrictive covenant in the use of the Premises, commit waste, create a nuisance or otherwise interfere with the quiet use and enjoyment of other tenants. Tenant shall be responsible for all costs required to mitigate any nuisance or interference with other tenants. The Tenant, its invitees, agents, and

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contractors shall not annoy, molest, or interfere with any other tenant or in the absolute discretion of Landlord, may not cause any condition that may interfere with Landlord's right to lease and/or control the Property. Smoking, including the use of vapor products, is expressly prohibited in the Premises. Landlord shall have the right to impose and subsequently modify, from time to time and at its sole discretion, reasonable rules and regulations (hereinafter referred to as the "Rules and Regulations") having uniform applicability to all tenants of the Building (subject to the provisions of their respective leases) and governing their use and enjoyment of the Building and the remainder of the Property. Tenant and its agents, employees, invitees and licensees shall comply with such Rules and Regulations.

7. **RESERVED.**

8. **USE.**

- a. **Permitted Use.** Tenant shall use and occupy the Premises only for the agreed Use of Premises set forth in Paragraph 1(c) and for no other purpose. Landlord and Tenant hereby acknowledge and agree that the foregoing use restriction is an absolute prohibition against a change in use of the Premises, without Landlord's prior written consent. Tenant shall not overload parking accommodations or services to the Premises. Absolutely no overnight, residential use is permitted. Any illegal activity in the Premises or on the Project grounds is strictly prohibited and is a default under this Lease. The manufacture, storage, distribution and growing of any substances which are illegal under local, state, and/or federal law, including marijuana, and any use of the Premises for uses incidental thereto are strictly prohibited and shall constitute a default under this Lease.
- b. **Occupancy Type.** Should any governmental or quasi-governmental authority require any improvements, modifications, certificates of occupancy, licenses or other authorization for the Premises or the operation of the business conducted therein, and/or permits of any kind, including but not limited to, a Conditional Use Permit due to Tenant's use and/or occupancy of the Premises, it shall be provided by Tenant, at Tenant's sole cost and expense. In the event any such governmental authority requires any construction, interior or exterior improvements in order that Tenant be granted its occupancy or use permit, license or other authorization for the Premises or the operation of the business conducted therein, any such improvements will be completed at Tenant's sole cost. Tenant and its employees, invitees, contractors, members etc. may not congregate or loiter outside the Premises at any time. Overnight lodging at the Premises is strictly prohibited. Except as otherwise expressly set forth in this Lease or an exhibit hereto, all use of the Premises shall be confined to the interior of the Premises only.
- c. **No Warranty as to Use or Zoning.** Tenant hereby acknowledges that Landlord has not made any representation or warranty to Tenant, express or implied, with regard to the suitability of the Premises for Tenant's intended use, or the applicability of any zoning or other land use law, regulations, or other restrictions which may be applicable to Tenant's intended use of the Premises. It is Tenant's sole responsibility to verify and determine the suitability of the Premises for Tenant's intended use, occupancy type and applicability of zoning or other land use law, regulation, or other restrictions prior to Lease signing. Tenant acknowledges that past uses of the Premises may no longer be allowed.
- d. **Hazardous Substance.**
 - 1) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose use, manufacture, disposal, transportation, handling or release is regulated or monitored by any governmental authority. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil and/or chemicals or any products, by-products or fractions thereof. Tenant shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Landlord and timely compliance (at Tenant's expense) with all applicable laws. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filled with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance which requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Tenant may use any ordinary and customary materials reasonably required to be used in the normal course of the agreed Use of Premises, so long as such use is in compliance with all laws, and is not a Reportable Use. **Any and all oil, solvents, grease or other Hazardous Substance must be disposed of off-site and in accordance with all applicable environmental regulations.**
 - 2) **Duty to Inform Landlord.** Tenant immediately shall notify Landlord in writing of: any spill, release, discharge, or disposal of any Hazardous Substance (i) upon, in, or about the Premises caused by any party and (ii) upon, in, or about the Project caused by Tenant, its employees, agents, contractors or invitees.
 - 3) **Tenant Remediation.** Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises or Project (including through the plumbing or sanitary sewer system) and shall promptly, at Tenant's expense, take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises, Project or neighboring properties, that was caused or materially contributed to by Tenant, or pertaining to or involving any Hazardous Substance brought onto the Premises or Project during the Term, by or for Tenant, or any third party.
 - 4) **Tenant Indemnification.** Tenant (to the extent permitted under Colorado law) and Subtenant, pursuant to the Sublease, shall indemnify, defend and hold Landlord, its agents, employees, mortgagees and ground Landlord, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises or Project by or for Tenant, its employees, agents, contractors, or invitees. Tenant's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this

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Lease. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Landlord in writing at the time of such agreement.

- 5) **Other Substances & Tenant's Obligations Regarding General Upkeep of the Premises.** Tenant has an obligation to maintain both the interior of the Premises and any exterior space utilized by Tenant in the scope of its business, which for the purposes of this provision shall be defined to include the areas in front of the Premises doors in which Tenant receives or sends shipments, temporarily stores materials, and any exclusive yard space as identified in this Lease. All such spaces shall be kept in a tidy manner, determined in Landlord's reasonable discretion, consistent with Landlord's objective to upkeep the Project. In the event that Tenant causes, permits to be caused, or if any of Tenant's guests, invitees, employees, suppliers or providers cause any spills or disposal of substances not rising to the level of Hazardous Substances, but nonetheless which violate this paragraph, it is Tenant's responsibility to promptly clean and restore the Premises and any affected exterior areas to their condition prior to such spill or disposal.
9. **SIGNAGE.** All signage shall comply with rules and regulations set forth by Landlord and the governing authority as may be modified from time to time. Current rules and regulations relating to signs are described as follows: (a) Tenant shall place company name or logo on suite window unless sign blank has been provided, (b) if sign blank has been provided, Tenant shall place company name/logo on sign blank only, (c) the sign blank must have a size, shape, composition, design, and color to be specified by Landlord; and (d) the style, and size of the individual company's name may vary on the sign blank, subject to Landlord's written approval. **Tenant shall submit a sketch of all proposed signs to the Landlord for written approval.** Tenant shall be responsible for the fulfillment of all requirements of these criteria and general specifications at its cost. Notwithstanding the foregoing, promptly following mutual execution of this Lease, Landlord and Tenant shall mutually agree (acting in good faith) upon a signage and access plan for Subtenant's operations from the Premises ("Signage and Access Plan"). Except as otherwise provided in the Signage and Access Plan, all signs are the property of the Landlord. Tenant shall place no covering (e.g., shades, blinds, curtains, drapes, screens, tinting material, plywood, plastic, cardboard, or window painting), stickers, banners or advertising or display material on or near exterior windows or doors if such materials are visible from the exterior of the Premises, except as noted above, without Landlord's prior written consent.
10. **PERSONAL PROPERTY TAXES.** Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operations as well as upon all trade fixtures, leasehold improvements, merchandise and other personal property in or about the Premises.
11. **PARKING.** Landlord grants to Tenant and Tenant's customers, suppliers, employees and invitees, a non-exclusive license to use the designated parking areas in the Project for the use of motor vehicles only. Landlord reserves the right to grant similar non-exclusive use to other tenants, to designate specific spaces for the use by particular tenants, and to establish rules and regulations on parking in addition to the following. The rules and regulations set forth in Exhibit D shall apply to parking on the Project grounds. Failure to strictly comply with the terms and conditions of this Paragraph 11 and Exhibit D shall be a violation of this Lease.
12. **COMMON AREA.** The term "Common Area" means the portion of the Project which has been designated and improved for common use by or for the benefit of more than one tenant of the Project including without limitation, the land and facilities used for parking areas, access and perimeter roads, driveways, roofs, truck passageways, service corridors and stairways providing access to or from the Premises, landscaped areas, park areas, exterior walkways, ramps, interior corridors, directory equipment and signs, common drinking fountains or restrooms, mailboxes and other public facilities if any, but excluding any portion of the Project within the Common Areas when designated by Landlord for non-common use such as HVAC equipment; provided, however, that Landlord may at any time subsequently re-designate such portion of the Common Area for common use. All Common Areas shall be subject to the exclusive control and management of Landlord or its designee. In no event shall Tenant have the right to sell, or solicit business, in any manner in the Common Areas without first obtaining Landlord's written consent.
13. **UTILITIES.** Tenant shall directly pay for all gas, heat, light, power, electricity, telephone, trash, or other service metered, chargeable or provided to the Premises and any surcharges on such utilities. If utilities are not separately metered to the Premises, Landlord may make a reasonable allocation of the utility expenses to the Tenant which shall be paid monthly as Additional Rent. In addition, Tenant shall contract with appropriate vendors for gas, heat, light, power, electricity, data, telephone and garbage/trash/recycling removal from Premises at its cost. Tenant agrees to pay all utility bills for which Tenant is responsible on or before the due dates thereof. Tenant shall put its utility services in its name on or before the fifth day following Lease execution. Failure to do so may result in Landlord billing back Tenant for its usage, which shall be subject to a \$100.00 administrative fee per instance. Tenant will be responsible for any maintenance, repairs, replacement and theft of: the meter service panel for the Premises, all service wire and conduit connecting their Premises' sub panel, and all wire and conduit distributions throughout the Premises, including lights-plugs-switches-appliances. All Common Areas shall be kept free of garbage, debris, and Tenant garbage bins with the exception of the Tenant's bins on the scheduled garbage pick-up day. Absolutely no construction debris or electronic or chemical waste may be disposed of in trash bins. Any such materials must be disposed of off-site. Tenant shall not overburden any trash receptacles. Should Tenant's water usage exceed usual and customary standard office usage, in Landlord's sole, reasonable discretion, Tenant's water fees may be adjusted accordingly. Any increase in water rate charges during the Term will be passed through to Tenant on a pro-rata basis. All interior and exterior hose bibs are locked and not intended for Tenant's use. In the event that Tenant's usage for the Premises necessitates access to an interior or exterior bib, Tenant should inform Landlord prior to the execution of this Lease. Landlord, in Landlord's sole discretion, may in such circumstances install at Tenant's sole cost, a submeter for such a hose bib (if one is already installed within or immediately outside of the Tenant's rental unit), and Tenant is responsible for the additional costs of water consumption as determined based on Tenant's metered per gallon usage.

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If a submeter is installed, the cost for this additional water usage will be billed to Tenant on a monthly basis payable to Landlord as Additional Rent. Under no circumstances may Tenant install a hose bib not already located in the Premises, and any violation of this provision shall be a default under this Lease. Landlord, in its sole discretion, determination and option may, but is not required to, enter into a contract or contracts or otherwise provide or make arrangement for the provision of trash, recycling, and/or security services. Tenant shall pay its proportionate share for the expense of the services. Landlord shall in no way be responsible for the performance or non-performances of the obligations of the personnel or service, including but not limited to negligent or intentional acts, and Tenant hereby releases Landlord from any claims of any nature whatsoever in connection therewith. Landlord shall in no event be liable for any interruption or failure of utility services on or to the Premises or any loss or damage sustained by Tenant as a result thereof.

14. **CONDITION OF THE PREMISES.** Tenant has thoroughly examined the Premises, including, but not limited, to the windows, doors, plumbing facilities, electrical facilities, hot water and cold water supply, mechanical equipment (including HVAC), building grounds and appurtenances. Tenant acknowledges that all items are in good, operative, sanitary, and satisfactory condition, and Tenant will accept the Premises in its current "As-Is, Where-Is" condition. Within three (3) days after the Commencement Date, Tenant shall notify Landlord in writing of any conditions, damage or defect preexisting in the Premises. If Tenant fails to so notify Landlord of any preexisting condition, damage or defect, it shall be presumed that the Premises were delivered to Tenant free of any such preexisting condition, damage or defect. Moreover, Tenant shall upon discovery immediately advise Landlord, in writing of any condition on the Premises which adversely affects the usability thereof. Failure to so notify the Landlord in writing shall be deemed an admission that such condition does not adversely affect the usability of the Premises. Tenant acknowledges that no statement or representation as to the past, present, or future condition or repair of any building or common area of which the Premises are a part of has been made by or on behalf of the Landlord. Tenant shall at all times, at Tenant's sole expense, maintain the Premises, its equipment and contents in reasonably clean, sanitary and neat condition and repair. Tenant acknowledges that it accepts the Premises as suitable for Tenant's purposes pursuant to its permitted use set forth in Paragraph 1(c). TENANT WAIVES ANY IMPLIED WARRANTY THAT THE PREMISES IS SUITABLE FOR TENANT'S INTENDED PURPOSES. TENANT ACKNOWLEDGES THAT (1) TENANT ACCEPTS THE PREMISES IN AN "AS-IS, WHERE-IS" CONDITION, (2) THE PROJECT AND THE PREMISES ARE SUITABLE FOR THE PURPOSE FOR WHICH THE PREMISES IS LEASED, AND LANDLORD HAS MADE NO WARRANTY, REPRESENTATION, COVENANT, OR AGREEMENT WITH RESPECT TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PREMISES, (3) THE PREMISES IS IN GOOD AND SATISFACTORY CONDITION, (4) NO REPRESENTATIONS AS TO THE REPAIR OF THE PREMISES, NOR PROMISES TO ALTER, REMODEL OR IMPROVE THE PREMISES HAS BEEN MADE BY LANDLORD (EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE OR ANY EXHIBIT HERETO), (5) THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, THAT EXTEND BEYOND THE DESCRIPTION OF THE PREMISES (AND TENANT HAS RELIED UPON NO REPRESENTATION, PROMISE OR WARRANTY MADE BY LANDLORD OR ITS AGENTS, EMPLOYEES OR CONTRACTORS) AND (6) TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER.
15. **MAINTENANCE.** Landlord shall maintain the structural parts of the Premises, which shall include only the foundations, bearing walls (excluding all glass, whether interior or exterior), sub-flooring and roof (excluding skylights), the heating, ventilation and air conditioning units, systems, equipment and facilities ("HVAC") serving the Premises, the service wire to the electrical distribution center, exterior plumbing and sewerage systems (excluding Tenant's negligence), exterior window frames, gutters and down spouts on the Project. Notwithstanding the foregoing, Landlord shall not be obligated to repair or replace any damage caused by the negligence or willful misconduct Tenant or its agents, employees, contractors or invitees, which repair and replacement shall be at the sole cost and expense of Tenant. Except as provided above Tenant shall maintain and provide repairs necessary to maintain the Premises in good condition, including, without limitation, repair, upkeep, and replacement of all mechanical equipment, maintaining and repairing all walls, floors, ceilings, interior doors, exterior doors (including entryway and roll-up/garage doors), and interior windows, exterior glass, lighting and fixtures as well as damage caused by Tenant, its agents, employees or invitees. Tenant shall maintain and provide repairs necessary to maintain plumbing fixtures, water heaters, mechanical systems (other than the HVAC), gas, water, drain lines, fires systems and communication systems that supply the Premises. Tenant shall maintain at all times a room temperature of greater than 40 degrees Fahrenheit in the Premises. If Tenant desires pest control or alarm services, it shall be at Tenant's sole expense. When applicable, all repairs and replacements by Tenant shall be performed by licensed contractors with general liability insurance and workers' compensation insurance, and with a permit when required by state and local codes. Landlord shall reserve the right to inspect all work and to approve the equipment and materials to be installed prior to work being performed. Tenant must coordinate all access to roof or utility rooms through Landlord. All repair parts, equipment replacements and materials used must be equal to the size, capacity and quality of the original parts, equipment and materials. All work contracted by Tenant with Landlord will be paid for by Tenant to Landlord upon completion of work cash on delivery ("COD"). In the event the cost of repair of the HVAC system exceeds the economic life as determined by Landlord in its sole discretion, the equipment will be replaced as part of Project Expenses. Landlord's maintenance, upkeep, repair and replacement of HVAC shall be part of Project Expenses as provided on Exhibit A.
16. **HVAC PREVENTATIVE MAINTENANCE PROGRAM.** As part of Landlord's maintenance of the HVAC serving the Premises, Landlord shall have the right, but not the obligation, to carry (or cause Tenant to carry) a preventative maintenance contract. Tenant shall verify the HVAC unit is insured against theft and vandalism in its insurance policy as required by Paragraph 20.
17. **ALTERATIONS.** Tenant shall not paint, wallpaper, change locks, install lighting fixtures or otherwise redecorate or make alterations to the Premises without the prior written consent of Landlord. Further, Tenant shall not make any alterations to the Premises, or to the Project, including any changes to the existing landscaping, without Landlord's prior written consent. Notwithstanding the foregoing,

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Landlord authorizes Tenant or Subtenant to make the alterations set forth in Exhibit E hereto, subject to the provisions of this Paragraph 17. Any alterations made shall remain on and be surrendered with the Premises upon expiration or termination of the Lease, except that Landlord can elect to require Tenant to remove any alterations which Tenant may have made to the Premises during the Term. Upon Landlord's election, in its sole discretion, Tenant, at its sole cost, shall restore the Premises to the condition designated by Landlord, but no better than the condition existing on the Commencement Date, before the last day of the Term. Tenant shall secure all appropriate governmental approvals and permits and shall complete such alterations with licensed professionals in a good and workmanlike manner in compliance with applicable laws and codes. All such construction shall be performed in a manner which will not interfere with the quiet enjoyment of other tenants of the Project. Tenant shall pay all costs for such construction and shall keep the Premises and the Project free and clear of all mechanics liens which may result from construction by Tenant, all as more particularly described in Paragraph 34 hereof. Tenant shall not place a load upon any floor in the Premises which exceeds the load per square foot that such floor was designed to carry and that is allowed by law. If Tenant intends to install any heavy equipment within the Premises, Tenant shall first provide Landlord with detailed specifications of such equipment, and any such equipment installation shall be subject to Landlord's prior written approval. Landlord will not be responsible for loss of or damage to any such equipment or other property from any cause, and all damage done to the Premises by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant. Landlord shall not be liable for any injury, loss or damage to any of Tenant's alterations not installed by Landlord or contractors hired by Landlord. Before authorizing any contractors to complete any alterations and/or services to the Premises and/or the Project, Tenant shall, in a timely manner, submit evidence of such contractor's insurance meeting the requirements of the laws and regulations relating to the alterations and/or services to be performed, as well as any additional insurance coverage Landlord requires, in its sole, reasonable discretion, including but not limited to the following: (i) builder's risk insurance, (ii) professional services insurance, (iii) environmental insurance, (iv) inland marine insurance, (v) comprehensive automobile liability insurance, (vi) medical waste pollution liability insurance, and (vii) workers' compensation insurance. Landlord, in its sole, reasonable discretion, reserves the right to review, modify, reject or accept any required policies of insurance, including coverages, endorsements, or raising or lowering limits from time to time throughout the Term. Landlord reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

18. **RIGHT TO RELOCATE.** Tenant, at Landlord's request and in Landlord's sole discretion, agrees to relocate from the Premises to another premises of equal or greater size within the Project. Landlord shall provide Tenant with at least sixty (60) days prior written notice of such relocation, and in the event the Landlord requests Tenant to relocate as provided herein, Landlord agrees to reimburse Tenant for all reasonable relocation expenses not to exceed Five Thousand Dollars (\$5,000.00). If Tenant fails to relocate from the Premises to the new premises within the ninety (90) day period following Landlord's notice, then Tenant shall be in default of the Lease. Under no circumstances shall Landlord be liable for loss of revenue, business or income in the event the right to relocate is exercised. Tenant agrees that Landlord's exercise of its election to relocate Tenant shall not terminate this Lease or release Tenant in whole or in part from Tenant's obligation to pay Base Rent, Additional Rent or perform in accordance with the covenants and agreements contained in this Lease.
19. **RELEASE AND INDEMNITY.** As material consideration to Landlord, Tenant agrees that Landlord shall not be liable to Tenant for any damages to Tenant or Tenant's property from any cause, and Tenant waives any and all claims against Landlord for damage to persons or property arising for any reason, including without limitation costs incurred by Tenant pursuant to ADA, accessibility, or other governmental claims related to Tenant's use and occupancy of the Premises, except for damage resulting directly from Landlord's gross negligence or willful misconduct. Tenant (to the extent permitted under Colorado law) and Subtenant, pursuant to the Sublease, shall indemnify and hold Landlord harmless from any and all suits, actions, claims, or damages arising out of: (a) any damage to any person or property occurring in, on or about the Premises, (b) Tenant's use and occupancy of the Premises, (c) any negligent or willful act or omission of Tenant, its employees, agents, contractors, or invitees on or about the Project, and/or (d) Tenant's breach of any term of this Lease. Notwithstanding anything herein to the contrary, no term or condition of this Lease shall be construed or interpreted as a waiver by Tenant, whether express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.* ("CGIA").
20. **INSURANCE.** Tenant shall cause Subtenant to procure and maintain for the duration of the Term the insurances described on Exhibit C attached hereto and to otherwise comply with and be bound by the terms and conditions of Exhibit C. Tenant shall procure and maintain for the duration of the Term insurance against claims for injuries to persons or damages to property arising out of or in connection with Tenant's or Tenant's authorized representatives' use of the Premises and/or Project, and to Tenant's fixtures, personal property, improvements and alterations in or on the Premises and/or the Project, caused by or resulting from risks insured against under any insurance policy carried by Tenant in force at the time of such damage. For purposes of this Paragraph, "Landlord Parties" shall mean the Landlord entity set forth in Paragraph 1(d), the Project, any lender whose loan is secured by a lien against the Premises, their respective shareholders, members, partners, joint ventures, affiliates, subsidiaries, successors and assigns; and any directors, officers, employees, managers, attorneys or authorized agents of such persons or entities. All insurance required to be provided by Tenant under this Lease shall be issued by insurance companies authorized to do business in the state in which the Premises is located, shall be issued as a primary policy, and shall require at least thirty (30) days' prior written notice to Landlord before cancellation or change in coverage, scope or amount of any policy ("Tenant's Insurance" or "Tenant's Insurance Policy"). Tenant's Insurance shall ensure performance by Tenant of the indemnity provisions set forth in this Lease, to the extent authorized under Colorado law. No deductible or self-insured retention shall exceed \$250,000.00 without prior written approval of Landlord, except as otherwise specified herein. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at Tenant's sole risk. Tenant shall not be reimbursed for same. If the forms of policies, endorsements, certificates, or evidence of insurance required by these specifications are superseded or discontinued, Landlord will have the right to require other equivalent forms. If any additional insured requirements are deemed to violate any law, statute or ordinance, the

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additional insured requirements, including any additional insured policy provision or endorsements procured pursuant to this Lease, shall be reformed to provide the maximum amount of protection to Landlord Parties as allowed under the law. Tenant's Insurance Policy(ies) must include the following: (i) the insured's name and address, (ii) the name of each insurance company affording each coverage (including policy number, policy dates, all coverage limits and sub-limits if any, by type of coverage), (iii) the signature of the authorized representative signing the certificate on behalf of the insurer, (iv) the amounts of all deductibles and self-insured retentions, (v) certified copies of all required endorsements and policy declaration page(s) reflecting issuance of the endorsements, (vi) a certified copy of notice of cancellation providing that thirty (30) days' notice of cancellation and/or material change (or such other prior notice period for same as may be required by applicable state law if such state law mandates a notice period of greater or less than thirty (30) days) will be sent to the certificate holder, (vii) Landlord as the certificate holder showing Landlord's correct name and address, (viii) upon written notice by Landlord, a certificate addressed to Landlord's lender, (ix) the producer of the certificate with a valid address and phone number listed, and (x) execution by a duly authorized representative of the insurers. If Tenant is expressly permitted by the Lease to assign or sublease any space, or if Landlord issues its written consent to any sublease hereunder or assignment hereof, insurance similar to that required of Tenant shall be provided by all such assigns or subtenants (or provided by Tenant on behalf of such assigns or subtenants) to cover operations performed under any such assignments or subleases. Tenant shall be responsible for any modification in these requirements as they apply to subtenants. Tenant shall maintain certificates of insurance from all subtenants (including Subtenant) containing provision similar to those listed herein (modified to recognize that the certificate is from subtenants) enumerating, among other things, the waivers of subrogation, additional insured status, and primary and non-contributory liability as required herein, and make them available to Landlord upon request. The minimum scope and limit of Tenant's Insurance shall be at least as broad as follows:

- a. Commercial General Liability (CGL): Insurance covering CGL on an "occurrence" basis if provided by a subtenant or on a "claims-made" basis if provided by Tenant, including products and completed operations, property damage, personal and advertising injury, including, without limitation, damage to the Premises and/or Project or tenant legal liability, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence including Umbrella or Excess coverage. Tenant shall report any claim(s) or incidents at the Premises or Project that could result in a claim promptly after Tenant obtains knowledge thereof. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Landlord Parties are to be granted additional insureds status on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Tenant including materials, parts, or equipment furnished in connection with such work or operations;
- b. Causes of Loss – Special Form Property Insurance: 100% replacement cost on a replacement value basis, and in compliance with all laws, regulations or ordinances affecting such property at any time during the Lease, for Tenant's improvements and betterments, including all equipment and other property used in connection therewith, including Tenant's business personal property, HVAC, trade fixtures and signs from time to time in, adjacent to or upon the Premises, and all alterations, additions, or changes made by Tenant pursuant to the terms of this Lease and shall not be subject to coinsurance. -
- c. Workers' Compensation: Insurance as required by the state in which the Premises is located, with Statutory Limits, and Employer's Liability with limits of no less than \$1,000,000.00 per accident for bodily injury or disease (for lessees with employees; not required if Tenant provides written verification it has no employees);
- d. Proof of Automobile Liability Insurance: Business and/or Personal Automobile Coverage (as applicable) meeting the applicable financial responsibilities of the state in which the Premises is located covering, Code 1 (any auto), or if Tenant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage;
- e. Other: Such other insurance against other insurable liabilities or hazards as Landlord may from time to time reasonably require.

Any insurance or self-insurance maintained by Landlord Parties shall be in excess of Tenant's Insurance and shall not contribute with it. Tenant hereby grants to Landlord Parties a waiver of any right to subrogation which any insurer of Tenant may acquire against Landlord by virtue of the payment of any loss under such insurance. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision still applies regardless of whether or not Landlord has received a waiver of subrogation endorsement from the insurer. Tenant shall furnish Landlord with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required herein. Tenant shall deliver a certificate or copy of such policy together with evidence of endorsements and payment of all current premiums to Landlord prior to occupancy. Tenant's failure to provide evidence of such coverage to Landlord within five (5) days of written request may, in Landlord's sole discretion, constitute a default under this Lease. Moreover, if Tenant's insurance policy is about to expire or has expired, Tenant must immediately provide Landlord with evidence of insurance renewal or issuance of a new policy that meets the liability requirements detailed above. Failure to provide Landlord with a copy within three (3) days after the expiration of Tenant's policy shall be deemed a default under this Lease and, in addition to Landlord having the remedies detailed in Paragraph 25 of this Lease, Tenant shall owe Landlord as a fine the sum of \$100.00 per month for every month that Landlord is not in receipt of a current copy of Tenant's insurance policy, which fine shall be considered Additional Rent. However, failure to obtain the required documents prior to occupancy shall not waive Tenant's obligation to provide them. Landlord reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications at any time. Landlord reserves the right to modify these requirements, including limits, by providing Tenant written notice thereof not less than 90 days prior to the end of Tenant's fiscal year based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances; provided, however, any increases in coverage limits shall be subject to Tenant's ability to terminate this Lease for non-appropriation in accordance with Paragraph 43 hereof. Landlord does NOT insure Tenant for any personal injury or property damage, including that caused by the act or omission of any other tenant or third party or by any criminal act or activity, war, riot, insurrection, fire, or act of God. In the event Landlord utilizes a third party service provider to track and establish insurance compliance

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with the terms of this Lease, Tenant agrees to register and cooperate with such third party provider, and will, upon demand supply such third party service provider with any contact information for Tenant's insurance provider in order to establish compliance with the terms of this Lease. Failure to provide evidence of insurance coverage, contact information for Tenant's insurance provider, and/or comply with the requirements or requests of any such third party insurance service provider to take such action as is required by Tenant and/or its insurance provider to ensure Tenant's compliance with the insurance requirements set forth in this Lease within five (5) business days of such request shall constitute a default by Tenant under this Lease.

21. **FIRE OR CASUALTY.** "Major Damage" means damage by fire or other casualty to the Project or the Premises which causes the Premises or any substantial portion of the Project to be unusable, or which will cost more than twenty-five percent (25%) of the pre-damage value of the Project to repair. In case of Major Damage, Landlord may elect to terminate this Lease by notice in writing to Tenant within thirty (30) days after such date. If this Lease is not terminated following Major Damage, or if damage occurs which is not Major Damage, Landlord shall, to the extent insurance proceeds are available, promptly restore the Premises to the condition existing just prior to the damage. Tenant shall promptly restore all damage to tenant improvements or alterations installed by Tenant or for any loss of personal property as referenced in Paragraph 17, or pay the cost of such restoration to Landlord if Landlord elects to do the restoration of such improvements. If Landlord restores the Premises, and damage was caused in connection with Tenant's use of the Premises or Tenant is otherwise negligent, then Tenant or Subtenant's insurance company will reimburse all Landlord's restoration costs. Provided that the damage was through no fault of Tenant or Subtenant, Rent shall be reduced from the date of damage until the date restoration work being performed by Landlord is substantially complete, with the reduction to be in proportion the area of the Premises not useable by Tenant.
22. **ASSIGNMENT OR SUBLEASE.**
- a. Tenant shall not enter into or permit any Transfer (as hereafter defined) voluntarily or by operation of law, without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion; provided, however, that Landlord expressly consents to a sublease between Tenant and Subtenant for operation of Tenant's recycling center at the Premises pursuant to the Sublease attached hereto as Exhibit F. A consent to one Transfer shall not be deemed to be a consent to any subsequent Transfer. Except as expressly set forth herein, in no event shall any Transfer relieve Tenant or any guarantor from any obligation under this Lease, and Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the Rent specified in this Lease and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Landlord's acceptance of Rent from any person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer. Any Transfer not in conformity with this Paragraph 22 shall be void at the option of Landlord and shall constitute an immediate default by Tenant.
 - b. The provisions of subsection (a) above notwithstanding, if Tenant proposes to Transfer all of the Premises, Landlord may terminate this Lease, either conditioned on execution of a new lease between Landlord and the proposed transferee or without that condition. If Tenant proposes to enter into a Transfer of less than all of the Premises, Landlord may amend this Lease to remove the portion of the Premises to be transferred, either conditioned on execution of a new lease between Landlord and the proposed transferee or without that condition. If this Lease is not so terminated or amended, Landlord may at its option collect directly from such transferee all Rent and other sums due to Tenant under such assignment or sublease and apply such Rent and other sums against any sums owed to Landlord by Tenant hereunder. Tenant shall pay to Landlord, immediately upon receipt, 100% of the excess of (i) all compensation received by Tenant for the Transfer over (ii) the Rent allocable to the Premises transferred. Without limiting Landlord's rights regarding any proposed or approved Transfer, if, as of the effective date of any Transfer, the then remaining term of this Lease is less than three (3) years, Landlord may, as a condition to its consent: (i) require that the amount and adjustment schedule of the Rent payable under this Lease be adjusted to what is then the market value and/or adjustment schedule for property similar to the Premises as then constituted, as determined by Landlord.
 - c. If Tenant requests Landlord's consent to a Transfer, Tenant shall provide Landlord, at least 45 days prior to the proposed Transfer, current financial statements of the transferee certified by an executive officer of the transferee, a complete copy of the proposed Transfer documents, and any other information Landlord reasonably requests. Immediately following any approved Transfer, Tenant shall deliver to Landlord an assignment and assumption agreement or a sublease (as applicable) reasonably acceptable to Landlord executed by Tenant and the transferee, together with a certificate of insurance evidencing the transferee's compliance with the insurance requirements of Tenant under this Lease. Furthermore, if there is a guaranty of this Lease, Tenant and transferee shall deliver to Landlord a confirmation of such guaranty by the guarantor hereunder, or, in the event the applicable Transfer results in a change of control (directly or indirectly) of Tenant, Tenant shall deliver to Landlord a new guaranty (on the same form as the existing guaranty) from an entity reasonably acceptable to Landlord. At the time Tenant requests Landlord's consent to a Transfer, Tenant shall deliver to Landlord an administrative overhead fee of \$1,500.00 in consideration of Landlord's review of the proposed Transfer. In addition, Tenant agrees to promptly reimburse Landlord for all reasonable attorneys' fees incurred in connection with the review, processing and documentation of any Transfer for which Landlord's consent is requested.
 - d. As used herein, "Transfer" means (i) any assignment, transfer, pledge or other encumbrance of all or a portion of Tenant's interest in this Lease, (ii) any sublease, license or concession of all or a portion of Tenant's interest in the Premises, or (iii) any transfer, directly or indirectly, of a controlling interest in Tenant, including, without limitation, by merger, consolidation or reorganization.
23. **ESTOPPEL CERTIFICATE.** From time to time, Tenant shall within ten (10) days after receipt of same from and written request of Landlord, execute, acknowledge, and deliver to Landlord and to such assignee, mortgagee, or other party as may be designated by Landlord, any estoppel certificate requested by Landlord (in a form to be specified by Landlord) stating, without limitation, but solely to the extent such statements are true and accurate: a) that by such certificate the Lease is ratified; b) the Commencement Date and/or the date on which Tenant entered into occupancy of the Premises; c) the amount of the monthly portion of Base Rent and Additional Rent

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payable hereunder; d) that the Lease (and any modifications) represents the entire agreement between the parties as to the Premises and is in full force and effect; e) the expiration date of the Lease; f) that, as of the date of the certificate, there are no defaults by Landlord or Tenant under the Lease (or specifying in detail the nature of any default under the Lease); g) the amount of prepaid Base Rent and the Total Security Deposit which has been deposited with Landlord; h) the month and year through which Base Rent and Additional Rent have been paid; i) that no actions, voluntary or involuntary, are pending against Tenant under the bankruptcy laws of the United States or any State thereof (or specifying in detail the nature of any such action pending against Tenant); j) that the person executing the certificate is duly authorized to execute the same on behalf of Tenant, and that the certificate is and shall be binding on Tenant, its successors and assigns; k) that Tenant has not requested any repairs or replacements to the Premises that are Landlord's responsibility under the Lease and that have not been completed (or specifying in detail any such repairs or replacements that have not been completed); and l) such other matters relating to the Lease as requested by Landlord. In the event that Tenant shall fail to return the executed estoppel certificate to Landlord within such ten (10) day period, Tenant shall be deemed to have approved the contents of the certificate as submitted to Tenant by Landlord at the time of the written request therefor, and Landlord is hereby authorized to so certify. Tenant hereby expressly acknowledges and agrees that Landlord, any such assignee, successor, mortgagee or other party shall be entitled to rely upon the estoppel certificate so certified by Landlord, or any estoppel certificate delivered by Tenant hereunder. In the event that there is a guarantor of this Lease, such guarantor agrees to execute any such estoppel certificate affirming its obligations and agreements under any guaranty to this Lease.

24. **DEFAULT.** The occurrence of any of the following shall constitute a default by Tenant: (a) a failure to pay Rent or other charge when due; (b) failure to occupy and operate the Premises for eighteen (18) consecutive days (Abandonment); (c) failure to perform any other provision of this Lease, (excepting Rent payments) within ten (10) days from receipt of written notice from Landlord; (d) any other violation of this Lease identified elsewhere herein as a default; and/or (e) the occurrence of any of the following: (i) the appointment of a receiver to take possession of all or substantially all of the assets of Tenant, (ii) an assignment by Tenant for the benefit of creditors, or (iii) any action taken or suffered by Tenant, whether voluntary or involuntary, under any insolvency, bankruptcy or reorganization act. Upon such a default under subparagraph (e) hereof, this Lease shall terminate five (5) days after written notice of termination from Landlord to Tenant. This Lease may not be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Lease or any rights or privileges hereunder be an asset of a trustee under any bankruptcy, insolvency or reorganization proceedings.
25. **LANDLORD'S REMEDIES.** Landlord shall have the following remedies if Tenant is in default (these remedies are not exclusive; they are cumulative and are in addition to any remedies now or later allowed by law or in equity, and may be exercised in any combination, alternatively, successively or in any other manner): (a) Landlord may terminate this Lease, and Tenant shall remain liable for all Rent and all other obligations under this Lease arising up to the date of such termination and for all liabilities of Tenant for damages arising out of said default and termination; (b) Landlord may terminate Tenant's right to possession of the Premises, without terminating this Lease, and Tenant shall remain liable for the Rent and all other obligations accruing over the balance of the Term (and Landlord may allow the Premises to remain unoccupied during the balance of the Term); (c) without terminating this Lease, Landlord may in its own name but as agent for Tenant, without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby: (i) enter into and upon and take possession of the Premises or any part thereof and, at Landlord's option, remove persons and property therefrom and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of, Tenant; and (ii) maintain the Premises and repair or replace any damage thereto or do anything for which Tenant is responsible hereunder, and Tenant shall reimburse Landlord immediately upon demand for any expenses which Landlord incurs in thus effecting Tenant's compliance under this Lease; (d) enforce the performance of Tenant's obligations hereunder by injunction or other equitable relief, which remedy may be exercised upon any actual or threatened default by Tenant, without regard to whether Landlord may have an adequate remedy at law; (e) foreclose any security interest in the property of Tenant which Landlord may have under the laws of the state where the Project is located or under this Lease, including the immediate taking of possession of all property on or in the Premises; and (f) Landlord may require Tenant to pay on demand 100% of the following amounts, together with interest thereon at the Default Rate from the date of demand for payment by Landlord until payment in full: (i) any leasing commissions paid to any broker by Landlord in connection with the Lease; (ii) any unamortized tenant improvement allowances, space planning allowances, refurbishment allowances and other allowances paid by Landlord in connection with the Lease; and (iii) any abated Rent or other rental concession granted to Tenant in connection with the Lease which has then been used or received by Tenant. If Landlord terminates this Lease or Tenant's right to possession under this Paragraph 25: (i) if Tenant fails to surrender the Premises, Landlord shall have the right to proceed to recover possession of the Premises as permitted by law, or by such other proceedings, including reentry and possession, as may be applicable, without being liable for prosecution or any claim for damages therefor, and (ii) in addition to back Rent, late fees and any other amounts, Tenant shall owe Landlord the sum of \$100.00 per lock to the door(s) of the Premises, and (iii) Tenant shall also be liable for Additional Damages (as hereinafter defined). As used herein, the term "Additional Damages" shall mean damages which at Landlord's election shall be either one or any combination of the following: (i) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided, plus (ii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided, plus (iii) all amounts necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom including, without limitation, court, attorney and collection costs; the costs of refurbishment, alterations, renovation and repair of the Premises; and removal (including the repair of any damage caused by such removal) and storage (or disposal) of Tenant's personal property, equipment, fixtures, tenant improvements and any other items which Tenant is required under this Lease to remove but does not remove. As used above, the "worth at the time of award" is

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computed by (A) allowing interest at the Default Rate (as defined below) and (B) accelerating and discounting such amount using a discount factor equal to the yield of the Treasury Note or Bill, as appropriate, having a maturity period approximately commensurate to the remainder of the Term. Such resulting amount shall be payable to Landlord in a lump sum on demand, and Landlord may bring suit to collect any such damages at any time after a default if Tenant does not make such payment on demand, it being understood that upon payment of such liquidated and agreed final damages, Tenant shall be released from further liability under this Lease with respect to the period after the date of such payment. The term "Default Rate" as used in this Lease shall mean the lesser of twelve percent (12%) per annum or the maximum rate of interest permitted by applicable law, whichever is less. In addition, if Landlord terminates Tenant's right to possession of the Premises, without terminating this Lease, Landlord may, but has no obligation to, rent the Premises or any portion thereof as the agent of Tenant, with or without advertisement, by private negotiations and for any term upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises (and, in reletting the Premises, Landlord may grant Rent concessions and Tenant shall not be credited therefor), and if such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord. No act by Landlord other than giving written notice of Lease termination to Tenant shall terminate this Lease. Notwithstanding anything in this Paragraph 25 to the contrary, Landlord's right to accelerate Rent pursuant to this paragraph shall be subject to Tenant's ability to terminate this Lease for non-appropriation in accordance with Paragraph 43 hereof.

26. **ENTRY ON PREMISES.** Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes: (a) to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease; (b) to do any necessary maintenance and to make any restoration to the Premises or the Project; (c) to post "for sale", "for rent" or "for lease" signs during any period; (d) to show the Premises to prospective brokers, agents, buyers, tenants, or persons interested in leasing or purchasing the Premises; or (e) to repair, maintain or improve the Project and to erect scaffolding and protective barricade around and about the Premises but not so as to prevent entry to the Premises and to do any other act or thing necessary for the safety or preservation of the Premises or the Project. Landlord shall not be liable in any manner for any inconvenience, disturbance, and loss of business, nuisance or other damage arising out of Landlord's entry onto the Premises as provided in this Paragraph 26. Tenant shall not be entitled to an abatement or reduction of Rent if Landlord exercises any rights reserved in this Paragraph 26. Landlord shall conduct his activities on the Premises as provided herein in a manner that will minimize the inconvenience, annoyance or disturbance to Tenant. Landlord shall at all times have and retain a key with which to unlock all the doors in, upon and about the Premises, excluding Tenant's vaults and safes. Tenant shall not alter any lock or install a new or additional lock or bolt on any door of the Premises without prior written consent of Landlord. If Landlord gives its consent in writing, Tenant shall furnish Landlord with a key for any such lock.
27. **SUBORDINATION.** Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, this Lease shall be subject and subordinate at all times to ground or underlying leases and to the lien of any mortgages or deeds of trust now or hereafter placed on, against or effecting the Building, Landlord's interest or estate in the Project, or any ground or underlying lease; provided, however, that if the lessor, mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interest in this Lease be superior to any such instrument, then, by notice to Tenant, this Lease shall be deemed superior, whether this Lease was executed before or after said instrument. Notwithstanding the foregoing, Tenant covenants and agrees to execute and deliver to Landlord within ten (10) days of Landlord's request such further instruments evidencing such subordination or superiority of this Lease as may be required by Landlord, or any lessor, mortgagee, trustee, or holder of any such mortgage or deed of trust.
28. **NOTICE.** Any notice, demand, request, consent, approval or communication desired by either party or required to be given, shall be in writing and served either personally or sent by first-class or certified U.S. mail, electronic mail, or a nationally recognized express transportation company with written proof of delivery, addressed as set forth in Paragraph 1, or to the address that a party has notified to be that party's address for the purposes of this paragraph. Either party may change its address by notification to the other party. Notice shall be deemed to be communicated two (2) full business days from the time of mailing, or from the time of personal service or on the next business day if transmitted by nationally recognized express transportation company (with confirmation of delivery), and in the case of electronic mail, on the next business day after being sent, provided the sender does not receive a delivery failure notification message.
29. **NO WAIVERS.** Landlord shall not be deemed to have waived any default by Tenant hereunder unless such waiver is set forth in a written instrument signed by Landlord. If Landlord waives in writing any default by Tenant, such waiver shall not be construed as a waiver of any covenant, condition or agreement set forth in this Lease except as to the specific circumstances described in such written waiver. In the event Landlord shall by conduct or otherwise waive any one portion or provision of this Lease, it shall not constitute a waiver of any covenant of this Lease. Failure by Landlord to enforce any term hereof or to exercise any right or remedy available to Landlord shall not be deemed a waiver by Landlord of Landlord's rights to enforce such terms. In addition, if Landlord shall institute proceedings against Tenant and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of default or of any other covenant, condition or agreement set forth herein, nor of any of Landlord's rights hereunder. The acceptance of Rent by Landlord with knowledge of a breach by Tenant shall not constitute a waiver of Landlord's right to enforce any term in this Lease. Neither the payment by Tenant of a lesser amount than the installments of Rent or of any sums due hereunder nor any endorsement or statement on a check or letter accompanying a check for payment of rent or other sums payable hereunder shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or other sums or to pursue any other remedy available to Landlord. If Landlord shall institute proceedings against Tenant and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of default or of any other covenant, condition or agreement set forth herein, nor of any of Landlord's rights hereunder. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of this Lease.

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30. **LEGAL FEES/COST OF SUIT.** In the event of a default by Tenant, Tenant shall be responsible to Landlord for all costs incurred by the Landlord as a result of such default, including reasonable attorney's fees and costs of the suit, whether or not any action to enforce this Lease is filed. If either party retains an attorney to enforce this Lease, the prevailing party shall be entitled to reasonable attorney's fees and court costs from the non-prevailing party.
31. **SURRENDER OF PREMISES; HOLDING OVER.** Tenant shall surrender to Landlord the Premises and all tenant improvements and alterations in good condition, clean and rent ready, in the condition in which Tenant was delivered possession of the Premises (except for any alterations which Landlord has expressly permitted Tenant to leave), normal wear and tear excepted, and except for alterations that Tenant has the express right or is otherwise obligated to remove under the provisions of this Lease. Burns, stains, odors, holes or tears of any size or kind in the carpeting, drapery, wall coverings or walls, (in either office or warehouse) among other conditions are considered "above and beyond" normal wear and tear. Tenant shall have the carpets professionally cleaned, and patch and paint all holes in walls. Tenant shall ensure that all doors are in operable condition. Tenant shall remove all personal property including, without limitation, all wallpaper, paneling and other decorative improvements or fixtures installed by Tenant and shall perform all restoration made necessary by the removal of any alterations or Tenant's personal property before the expiration or earlier termination of this Lease, including for example, restoring all wall surfaces to their condition prior to the Commencement Date. In Tenant's final Rent payment to Landlord prior to vacating, Tenant shall pay Landlord an additional \$50.00 per lock toward the cost of re-keying. Landlord can elect to retain or dispose of in any manner Tenant's personal property not removed from the Premises by Tenant prior to the expiration or earlier termination of this Lease and/or Tenant's right to possession of the Premises, and/or in the event Tenant abandons the Premises. Tenant hereby waives all claims against Landlord resulting from Landlord's retention or disposition of Tenant's personal property as provided hereunder. Tenant shall be liable to Landlord for Landlord's cost for storage, removal or disposal of Tenant's personal property. If Tenant remains in possession of the Premises after expiration or termination of the term, such holding over shall not create any tenancy, but Tenant shall be a daily tenant at sufferance only subject to all of Tenant's obligations set forth herein, but at a daily rate equal to 150% of the Base Rent for the last full calendar month during the regular Term, and Additional Rent and other charges provided for under this Lease. The acceptance of a purported Rent check following termination shall not constitute the creation of a tenancy at will, it being agreed that Tenant's status shall remain that of a daily Tenant at sufferance, at the aforesaid daily rate. Tenant shall also pay to Landlord all damages, if any, sustained by reason of any such holding over; provided, however, that in no event shall Tenant be liable to Landlord for any consequential, punitive, special or exemplary damages arising in connection with such holdover except in the event such holdover extends for more than thirty (30) days following Landlord's delivery to Tenant of a written notice to vacate. Otherwise, such holding over shall be on the terms and conditions set forth in this Lease as far as applicable.
32. **LIMITATION OF LIABILITY.** THE OBLIGATIONS OF LANDLORD UNDER THIS LEASE DO NOT CONSTITUTE PERSONAL OBLIGATIONS OF THE INDIVIDUAL MEMBERS, MANAGERS, DIRECTORS, OFFICERS, OR SHAREHOLDERS OF LANDLORD, AND TENANT SHALL LOOK SOLELY TO THE REAL ESTATE THAT IS THE SUBJECT OF THIS LEASE AND TO NO OTHER ASSETS OF LANDLORD FOR SATISFACTION OF ANY LIABILITY IN RESPECT OF THIS LEASE AND WILL NOT SEEK RECOURSE AGAINST THE INDIVIDUAL MEMBERS, MANAGERS, DIRECTORS, OFFICERS, OR SHAREHOLDERS OF LANDLORD OR ANY OF THEIR PERSONAL ASSETS FOR SUCH SATISFACTION OR FOR ANY DEFICIENCY JUDGMENT SHOULD TENANT BE UNABLE TO SATISFY ANY LIABILITY OWED TO IT. TENANT SHALL NOT NAME OR SERVE ANY INDIVIDUAL MEMBERS, MANAGERS, DIRECTORS, OFFICERS, OR SHAREHOLDERS OF LANDLORD IN ANY PROCEEDING ARISING FROM THIS LEASE. IN NO EVENT SHALL LANDLORD BE LIABLE UNDER THIS LEASE FOR ANY CONSEQUENTIAL, SPECIAL, OR OTHER SIMILAR TYPES OF DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FROM LOSS OF BUSINESS OR BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES.
33. **MISCELLANEOUS PROVISIONS.**
- Time of Essence.** Time is of the essence of each provision of this Lease.
 - Successor.** This Lease shall be binding on and insure to the benefit of the parties and their successors, except as provided in Paragraph 22 herein.
 - Landlord's Consent.** Any consent required by Landlord under this Lease must be granted in writing and may be withheld by Landlord in its sole and absolute discretion.
 - Commissions and Disclosure.** Each party represents that they have not had dealings with any real estate broker, finder or other person with respect to this Lease in any manner. Landlord and Tenant hereby hold each other harmless from any claim, demand, liability, or cause of action for any brokerage commission, fee, or other similar compensation or cost arising out of the acts of the other party hereto in connection with this Lease or the interest created hereby or any sublease or assignment entered into by Tenant.
 - Landlord's Successors.** In the event of a sale or conveyance by Landlord of the Project, the same shall operate to release Landlord from any liability under this Lease, and in such event Landlord's successor in interest shall be solely responsible for all obligations of Landlord under this Lease.
 - No Other Terms.** Lease and its written "exhibits" specified below constitute the entirety of terms of the tenancy; and supersede any and all prior or contemporaneous verbal agreements and/or understandings. There have been and there are no other representations, promises, or warranties regarding the tenancy property or the tenancy that have been made by Landlord or anyone else to Tenant. No alteration or modification of this Lease will be valid unless it is in writing and signed by Tenant(s) and Landlord/Authorized Agent for Landlord.
 - Joint and Several Responsibility Guarantee.** It is agreed and understood that each tenant listed on this Lease is individually, personally, jointly, and severally responsible for strict performance of every covenant and condition of this Lease regardless of whether the particular tenant has vacated the Premises.

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- h. **Applicable Law.** This Lease is governed by the laws of the State of Colorado, regardless of that state's conflicts provision or choice of law rules. In any action brought under this Lease, Landlord and Tenant submit to the jurisdiction of the State District Court located in Jefferson County, Colorado.
- i. **No Estate in Land.** This Lease shall create the relationship of landlord and tenant between Landlord and Tenant; no estate shall pass out of Landlord; Tenant has only a usufruct, not subject to levy and sale and not assignable by Tenant except by Landlord's consent.
- j. **Bankruptcy or Insolvency.** Either a) the appointment of a receiver to take possession of all or substantially all of the assets of Tenant, b) an assignment by Tenant for the benefit of creditors, or c) any action taken or suffered by Tenant under any insolvency, bankruptcy or reorganization act, shall be a breach of this Lease by Tenant. Upon such a breach, this Lease shall terminate five (5) days after written notice of termination from Landlord to Tenant. This Lease shall not be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Lease or any rights or privileges hereunder be an asset of a trustee under any bankruptcy, insolvency or reorganization proceedings.
- k. **Waiver of Jury Trial.** Landlord and Tenant each hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other in connection with any matter arising out of or in any way connected with this Lease, the relationship of landlord and tenant hereunder, Tenant's use or occupancy of the Premises, or any claim of injury or damage.
- l. **Independent Covenants.** Landlord and Tenant hereby acknowledge and agree that the covenants set forth in the Lease are to be treated as independent covenants. The parties further acknowledge and agree that Landlord's default, or alleged default, with respect to any covenant set forth herein shall not give rise to a corresponding right on the part of Tenant to withhold any Rent or terminate this Lease.
- m. **Severability.** No determination by any court, governmental body or otherwise that any provision of this Lease is invalid or unenforceable in any instance shall affect the validity or enforceability of any other such provision, or such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.
- n. **Recording.** Neither this Lease nor any memorandum of lease or short form lease shall be recorded by Tenant with any registry of deeds or land court without Landlord's prior written consent, which may be withheld in Landlord's sole discretion. Tenant shall remove immediately upon request by Landlord any improperly recorded copy of this Lease or memorandum of Lease.
- o. **Counterparts.** This Lease may be executed in counterparts, each of which shall constitute an original, but which, taken together, shall be one original agreement. Any counterpart of this Lease may be executed and delivered by electronic transmission (including, without limitation, e-mail or by portable document format (pdf)) and shall have the same force and effect as an original; provided, promptly after such electronic transmission, the transmitting party shall cause to be delivered to the other party a hardcopy original of such electronically transmitted counterpart.
- p. **Confidentiality:** *Subject to Tenant's obligations under the Colorado Open Records Act, Tenant expressly agrees not to disclose any terms, rental information, pricing, or other information regarding this Lease with any other tenants in the Project, or any other person having a relationship to any other tenant in the Project during the Term. The terms of this Lease have been negotiated solely for the benefit of Tenant and are confidential. The disclosure of such information without the prior written consent of Landlord may financially harm Landlord and may be considered a default of this Lease, and Landlord shall be entitled to seek all its legally enforceable remedies against Tenant in the event of such disclosure. Notwithstanding the foregoing, Tenant's good faith disclosure of such information pursuant to a request made under the Colorado Open Records Act shall not constitute a default of this Lease.*
34. **LIENS: CONTRACTORS', MECHANICS' & OTHER:** In the event Tenant contracts with an outside third party contractor, subcontractor, laborer, or material supplier for goods or services to be performed and materials to be furnished in connection with any improvements or alterations on or in the Premises on Tenant's behalf, then prior to each payment to such contractor Tenant shall obtain and deliver to Landlord written waivers of mechanics' and materialmen's liens against the Premises and the Project from all contractors, subcontractors, laborers and material suppliers for all work, labor and services performed and materials furnished in connection with such alterations through the date of the then-current requisition, conditioned only on payment of the amount requisitioned. In the event Tenant contracts for any improvements with an outside third party contractor for goods or services on or in the Premises on Tenant's behalf, and does not pay its contractor in a timely manner such that Landlord receives a lien notice from or on behalf of Tenant's contractor, then Landlord shall have the right in Landlord's sole discretion to charge Tenant an administrative fee up to \$1,000.00 for the administrative work involved in managing, monitoring and disposing of the lien. This fee shall be considered Additional Rent, due and payable upon Landlord's written demand. In the event that Landlord receives a pre-lien notice related to Tenant's failure to pay its outstanding debt, Tenant shall provide Landlord with proof of payment of its debt to which the pre-lien notice refers within fourteen (14) days after written notification from Landlord of Landlord's receipt of the pre-lien notice. Failure to do so shall be considered a default under this Lease and Landlord shall be entitled to all remedies provided to it under the Lease and applicable law, including a reasonable administrative fee, as determined in Landlord's sole discretion. Under no circumstances should Tenant fail to pay a contractor such that a lien is filed or placed on Landlord's property. Should this occur, this shall be considered a default under this Lease and Landlord shall be entitled to all remedies provided to it under the Lease and applicable law. Tenant shall also immediately (but in any event within ten (10) days after receipt of notice from any source) take any and all necessary steps to discharge any lien filed in connection with any alteration performed by or on behalf of Tenant, including the payment thereof or the filing of a bond acceptable to Landlord, in each case at Tenant's sole cost and expense. Failure to do so shall be considered a default under this Lease and Landlord shall be entitled to all remedies provided to it under the Lease and applicable law, as determined in Landlord's sole discretion. If Landlord gives its consent to the making of any alteration pursuant to Paragraph 17 hereof, such consent shall not be deemed to be an agreement or consent by Landlord to subject its interest in the Premises or the Project to any liens which may be filed in connection therewith. If Tenant shall fail to discharge any such mechanic's or

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materialmen's lien, Landlord may, at its option, discharge such lien and treat the cost thereof (including a reasonable administrative fee and reasonable attorneys' fees incurred in connection therewith) as Additional Rent, due and payable upon Landlord's written demand; it being expressly agreed that such discharge by Landlord shall not be deemed to waive or release the default of Tenant in not discharging such lien. It is understood and agreed that any improvements to the Premises shall be conducted on behalf of Tenant and not on behalf of Landlord, and that Tenant shall be deemed the "owner" of such improvements (and not the agent of Landlord) for purposes of the application of the State of Colorado lien laws.

35. **TENANT'S WITHHOLDING OF LAST MONTH'S RENT.** Tenant may not withhold payment of any portion of the last month's Rent on grounds that the total security deposit is security for unpaid Rent.
36. **LIMITATION OF WARRANTIES.** There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind, including suitability for any purpose, arising out of this Lease, and there are no warranties that extend beyond those expressly stated in this Lease.
37. **TENANT ENTITY FORMATION/SIGNATORY'S AUTHORITY.** If Tenant is an entity (i.e., a corporation, partnership, LLC, etc.), by executing this Lease, the undersigned individual signing on behalf of Tenant does hereby represent to Landlord that the Tenant entity is duly formed, in good standing, and registered to conduct business. In the event that the Tenant entity, at any point during the Term, shall cease to be in existence or good standing, or is otherwise unauthorized to lawfully transact business by the state of its formation, the state in which the Premises are located, or any other applicable governmental authority, and Tenant fails to take any and all corrective action to remedy same, and successfully effectuate the remediation of same, within ten (10) days after written notice from Landlord, such failure to cure shall constitute a default under this Lease for which Landlord may exercise any and all remedies set forth in Paragraph 25 hereof, at law, or in equity. Further, if Tenant is an entity (i.e., a corporation, partnership, LLC, etc.), each individual executing the Lease on behalf of this entity represents that he/she is duly authorized to execute and deliver the Lease on behalf of this entity in accordance with the entity's governing documents and that the Lease and all of its terms and conditions are binding on the entity.
38. **INTENTIONALLY OMITTED.**
39. **ENTIRE AGREEMENT.** Time is of the essence in this Lease. All prior agreements between Landlord and Tenant are incorporated in this Lease, which together with any exhibits, addenda or amendments, constitutes the entire contract between the parties. It is intended as a final expression of the parties' agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. Any changes to this Lease must be in writing and executed by Landlord and Tenant. The parties further intend that this Lease constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Lease. Any provision of this Lease that is held to be invalid shall not affect the validity or enforceability of any other provision in this Lease. This Lease shall be binding upon, and inure to the benefit of, the heirs, permitted assignees and successors to the parties.
40. **OFAC.** Tenant hereby represents that: (a) neither Tenant nor any of its affiliates does business with, sponsors, or provides assistance or support to, the government of, or any person located in, any country, or with any other person, targeted by any of the economic sanctions of the United States administered by The Office of Foreign Assets Control ("OFAC"); Tenant is not owned or controlled (within the meaning of the regulations promulgating such sanctions or the laws authorizing such promulgation) by any such government or person; and any payments and/or proceeds received by Tenant under the terms of this Agreement will not be used to fund any operations in, finance any investments or activities in or make any payments to, any country, or to make any payments to any person, targeted by any of such sanctions; (b) no funds tendered to Landlord by Tenant under the terms of this Lease are or will be directly or indirectly derived from activities that may contravene U.S. federal, state or international laws and regulations, including Anti-Money Laundering laws (as defined below); (c) neither Tenant, nor any person controlling, controlled by, or under common control with, Tenant, nor any person having a beneficial interest in Tenant, nor any person for whom Tenant is acting as agent or nominee, nor any person providing funds to Tenant in connection with this Lease (i) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist related activities, any crimes which in the United States would be predicate crimes to money laundering, or any violation of any Anti-Money Laundering Laws; (ii) has been assessed civil or criminal penalties under any Anti-Money Laundering Laws; (iii) has had any of its funds seized or forfeited in any action under any Anti-Money Laundering Laws; (iv) is a person or entity that resides or has a place of business in a country or territory which is designated as a "Non-Cooperative Country or Territory" by the Financial Action Task Force on Money Laundering, or whose subscription funds are transferred from or through such a jurisdiction; (v) is a "Foreign Shell Bank" within the meaning of the Patriot Act (i.e., a foreign bank that does not have a physical presence in any country and that is not affiliated with a bank that has a physical presence and an acceptable level of regulation and supervision); (vi) is a person or entity that resides in, or is organized under the laws of, a jurisdiction designated by the Secretary of the Treasury under Section 311 or 312 of the Patriot Act as warranting special measures due to money laundering concerns; (vii) is an entity that is designated by the Secretary of the Treasury as warranting such special measures due to money laundering concerns; or (viii) is a person or entity that otherwise appears on any U.S.-government provided list of known or suspected terrorists or terrorist organizations. For purposes of this representation, the term "Anti-Money Laundering Laws" shall mean all laws, regulations and executive orders, state and federal, criminal and civil, that (1) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (2) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests of the United States; (3) require identification and documentation of the parties with whom a financial institution conducts business; or (4) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations, and sanctions shall include, without limitation, the USA PATRIOT Act of 2001, Pub. L. No. 107-56 (the "Patriot Act"), Executive Order 13224, the Bank Secrecy Act, 31 U.S.C. Section 531 et seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et seq., the International Emergency Economic

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Powers Act, 50 U.S.C. Section 1701 et seq., the OFAC-administered economic sanctions, and laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957. Tenant has reviewed the OFAC website, and conducted such other investigation as it deems necessary or prudent, prior to making these representations and warranties.

41. **FINANCIAL STATEMENTS.** Within ten (10) days of Landlord's request from time to time, Tenant shall furnish Landlord with true and complete copies of its most recent annual and quarterly financial statements prepared by Tenant or Tenant's accountants and any other financial information or summaries that Tenant typically provides to its lenders. Such financial statements shall include a balance sheet as of the end of, and a statement of profit and loss for, the preceding fiscal year of Tenant. Landlord may deliver any such financial statements to any existing or prospective mortgagee or purchaser of the Project.
42. **EXHIBITS.** Exhibits **A, B, C, D, E and F** are attached hereto and by this reference made a part hereof.
43. **ANNUAL APPROPRIATION.** Landlord acknowledges and agrees that (i) Tenant, as a Colorado government entity, is subject to Article X, Section 20, of the Colorado Constitution, which prohibits multiple fiscal-year obligations, such as multi-year leases, unless the obligation is subject to annual appropriation, and (ii) Tenant's obligations under this Lease are subject to an annual appropriation being made by Tenant's governing body in an amount sufficient to allow Tenant to perform those obligations. If sufficient funds are not appropriated for that purpose, Tenant shall have the right to terminate this Lease upon at least ninety (90) days prior written notice to Landlord, which notice shall specify the effective date of such termination and be accompanied by documentation evidencing such non-appropriation and payment of the Termination Fee (as herein defined). Tenant acknowledges that Landlord has incurred \$182,830.80 ("Make-Ready Improvements Cost") to make improvements to the Premises in order to get the Premises into its condition as of the Commencement Date for delivery to Tenant. The "Termination Fee" shall mean the amount equal to the number of calendar months remaining in the Term after the effective date of such termination by Tenant under this Paragraph 43 divided by sixty (60) (i.e., the total number of calendar months in the original Term) and then multiplying such result by the Make-Ready Improvements Cost. The Termination Fee is not a payment of Base Rent or Additional Rent, but rather, consideration for Landlord's agreement to provide the termination right under this Paragraph 43. Notwithstanding the foregoing, Tenant acknowledges and agrees that (a) an annual appropriation has been made for Tenant's obligations under this Lease for the 2024 calendar year and, therefore, no termination under this Paragraph 43 shall be exercised for the period prior to January 1, 2025, (b) the Termination Fee is not subject to an annual appropriation, and Tenant shall have no right to claim a lack of appropriation of funds with respect to its obligation under this Lease to pay the Termination Fee, and (c) Tenant shall have no right to terminate this Lease under this Paragraph 43 on the basis of the Termination Fee.
44. **COMPACTOR.** Tenant shall have the right to install and operate a recycling compactor ("Compactor"), including a concrete pad to place the Compactor on ("Concrete Pad") in the rear of the building in which the Premises is located in a location determined by Landlord and reasonably approved by Tenant, upon and subject to the terms and conditions set forth herein. Tenant's Concrete Pad work and installation of the Compactor shall be at Tenant's sole cost and expense, constructed and installed in a good and workman like manner, in compliance with any applicable laws, ordinances, rules, orders or regulations of any governmental or quasi-governmental authority and subject to the other terms and conditions of Paragraph 17 above. Landlord's maintenance and other obligations with respect to the Project shall not be applicable to the portion of the Project where the Concrete Pad and Compactor are located; provided, however, (i) Tenant shall be responsible, at its sole cost and expense, for temporarily removing the Compactor as may be necessary from time to time for Landlord to perform such maintenance and other obligations, and (ii) Tenant shall be responsible, at its sole cost and expense, for any damage or wear and tear to the Common Areas as a result of Tenant's use of the Compactor, and Tenant shall reimburse Landlord for Tenant's equitable share of any such replacements to the extent more costly or to the extent required more often as a result of Tenant's use of the Compactor. Tenant agrees that the installation, maintenance, modification, operation, use and repair of the Compactor and Concrete Pad shall be at Tenant's sole risk. If required, with Landlord's prior written approval, Tenant shall have the right to remove the existing trash enclosure in the rear of the building in which the Premises is located to allow for construction of the Concrete Pad. The Compactor shall remain the sole property of Tenant, and Tenant shall remove the Compactor and Concrete Pad (and, if applicable, re-install the trash enclosure) at Tenant's sole cost and expense upon the expiration or earlier termination of this Lease and repair any damage caused thereby. The Concrete Pad and Compactor shall be deemed to constitute a portion of the Premises for all purposes under this Lease and subject to all the terms and conditions of this Lease, except that the Compactor and the space upon which the Compactor is located shall not be included in the rentable area of the Premises for purposes of calculating Base Rent or Tenant's Proportional Share. Notwithstanding the foregoing, if Landlord receives any bona fide complaints from other tenants in the Project or third parties regarding excessive noise from operation of the Compactor, cleanliness of the area immediately surrounding the Compactor, or other interference arising from operation of the Compactor, then Tenant shall resolve such complaint(s) to Landlord's reasonable satisfaction within ten (10) days following notice thereof to Tenant. If Landlord provides three (3) or more notices of violation of this provision within any twelve (12)-month period during the Term, then, at Landlord's election (in its reasonable discretion), Tenant shall no longer be permitted to operate the Compactor at the Project, and Tenant may immediately terminate this Lease by providing written notice thereof to Landlord together with payment of the Termination Fee to Landlord.

Signatures on the following page

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The parties hereto have executed this Commercial Lease on the dates specified below.

LANDLORD:

BPAZ HOLDINGS 14, LLC,
a Delaware limited liability company

By: _____ / DATE: _____
Name: Sohrab Saidi
Its: Authorized Agent

TENANT:

CITY OF WESTMINSTER,
a Colorado home rule municipal corporation

By: _____ / DATE: _____
Name: _____
Its: _____

Approved as to legal form:

City Attorney's Office

Online payment preferred and available through: www.berkeleypartners.com

All Checks made payable to:
BPAZ HOLDINGS 14, LLC
P.O. Box 209366
Austin, TX 78720

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EXHIBIT A
TAXES AND PROJECT EXPENSES

Tenant shall pay Landlord, as Additional Rent, an amount equal to Tenant's Proportional Share of Taxes and Project Expenses, as defined below.

a. "Taxes" shall mean all federal, state, county and local governmental, special district, improvement district, municipal or other subdivision taxes, fees, levies, assessments, charges or other impositions of every kind, whether foreseen or not, general, special, ordinary or extraordinary (unless required to be paid by directly by Tenant under pursuant to the Lease), related to the Project, including, without limitation, real estate and other ad valorem taxes, general and special assessments, property owner association fees and assessments, expenses or other assessments under any covenants, conditions, restrictions, easements or zoning conditions affecting the Project, Business, Professional and Occupational license fees and assessments, if any, which are imposed upon Landlord or assessed against the Project and payable by Landlord, interest on any special assessments paid in installments, transit taxes, water and sewer taxes, trash removal and landfill taxes, taxes based on the receipt of Rent, and personal property taxes imposed on any personal property used in connection with the Project which Landlord shall be required to pay in any calendar year during the term of this Lease. Tenant shall pay any increase in Taxes whether the increase is a result of an increase in the assessment or valuation of the Project based on a sale, change in ownership, refinancing of the Project, or otherwise, increase in any tax rate, reduction or elimination of any tax deductions available under current law, reduction, elimination, invalidity or withdrawal of any tax abatement, or for any other reason whatsoever. In addition, Landlord may include in Taxes any actual expenses incurred by it in attempting to protest, reduce or minimize Taxes, including fees for attorneys, consultants, appraisers, and other experts, in the calendar year such expenses are paid.

b. "Project Expenses" shall mean all expenses, costs and amounts of every kind which Landlord shall pay during any calendar year of the term of this Lease in connection with any aspect of the management, maintenance, repair, replacement, insurance or operation of the Project, including, without limitation, any amount paid for: (1) utilities, including electricity, gas, water and sewer; (2) permits, licenses, certificates and costs of complying with any legal requirements, including full ADA compliance, necessary to operate and manage the Project; (3) all types and manners of insurance applicable to the Project; (4) supplies, materials, tools, equipment, machinery and vehicles, including rental costs and amortization charges, used in the operation, management, repair, maintenance, security, cleaning, landscaping and all other services for the Project; (5) accounting, legal, management, consulting and inspections; (6) wages, salaries, bonuses, commissions, and any other form of compensation or benefit paid for any manager, personnel and other persons involved in the operation, maintenance or security of the Project, and all related employer's Social Security taxes, unemployment taxes or insurance, workers' compensation premiums, and any other taxes that may be levied on such wages, salaries, commissions, compensation; (7) payments under any agreement, easement, covenant, declaration relating to the Project or its development; (8) alarm monitoring and security services, janitorial service, trash removal, and snow and ice removal; (9) parking charges resulting from any law, regulation or guideline; (10) obtaining, providing and operating public transportation or shuttle bus service to and from the Project; (11) operating any on-site office at the Project, including the fair market rent for such space; (12) telephone directory listings for the Project; (13) appropriate reserves for operation, maintenance and repair of the Project and for uninsured portions, including deductibles, of casualty damage and general liability claims relating to the Project; (14) operation, maintenance, repair, installation, replacement, inspection, testing, painting, decorating and cleaning of all aspects of the Project, its buildings, landscaping and Common Areas, including, all fixtures and equipment used in connection with it; (15) capital expenditures made primarily to reduce Project Expenses, to comply with any law or governmental regulations, or for repair or replacement work; and (16) an amount equal to fifteen percent (15%) of all of the foregoing expenses for Landlord's general overhead, which shall be in addition to any management fee or compensation paid to any manager or management company. The items set forth in this paragraph are listed for definitional purposes only and shall not be construed to impose any obligation on Landlord to incur any given expense. Landlord reserves the right to determine and bill Tenant's proportional share of insurance costs relating to the Project separately from other Project Expenses and to include Taxes attributable to the Common Areas as a part of Project Expenses rather than determining and billing them separately.

i. Project Expenses shall include the costs of operating, repairing, maintaining, upkeep and replacing of HVAC related to the Project.

c. "Tenant's Proportional Share" shall be a fraction equal to the square footage of the Premises as set forth in the Lease, divided by the total square footage of all rentable floor space in the Project; provided, however, that Landlord may, at its option, exclude from such total floor space of the Project any portion of the Project (1) not occupied and open for business during all or a any part of the subject year, (2) leased to or used by tenants occupying more than 10,000 square feet of rentable area in the Project where such tenants are not required to pay a full pro-rata share of Project Expenses or Taxes, as the case may be, pursuant to a lease or other agreement with Landlord, and (3) with respect to Taxes, any area of the Project for which a separate tax bill is received and which is the sole responsibility of another party pursuant to a lease or other agreement with Landlord. Landlord shall deduct from Project Expenses or Taxes, as the case may be, any amount received from any excluded party for Project Expenses or Taxes. If the amount of Taxes for any tax year is reduced due to the tax exempt status of any other tenant or occupant of the Project pursuant to C.R.S. § 39-3-124 (as such statute may be amended from time to time), then for purposes of determining Tenant's Proportional Share of Taxes payable hereunder, the Taxes or Tenant's Proportional Share, as determined by Landlord, for such tax year shall be

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grossed up to reflect the total amount of Taxes for such tax year as if the Taxes had not been reduced pursuant to C.R.S. § 39-3-124 (as such statute may be amended from time to time). Taxes and Project Expenses shall be paid in the following manner:

1. Landlord may reasonably estimate in advance the amount Tenant shall owe for Taxes and Project Expenses for any full or partial year of the Term. In such case, Tenant shall pay this estimated amount, on a monthly basis, on or before the first day of each month, together with the minimum monthly Rent set forth in the Lease. Landlord may revise this estimate at any time by delivering notice of this revision to Tenant. In such case, Tenant's payments will be adjusted accordingly.

a. Tenant's Proportional Share of Taxes and Project Expenses is estimated at \$6.89 per square foot per year (\$5,408.65 per mo.) for the 2023 calendar year. Tenant acknowledges and agrees that this amount is an estimate and subject to revision as set forth herein. Tenant also acknowledges and agrees that this amount constitutes Additional Rent which shall be due and payable at the same time, and subject to the same conditions, as the amounts set forth in Rent Schedule of the Lease.

2. Within ninety (90) days after the end of the calendar year, or as soon thereafter as reasonably practical, and upon request by Tenant, Landlord shall provide a statement ("Statement") to Tenant showing (1) the amount of actual Taxes and Project Expenses for that calendar year, (2) the amount paid on an estimated basis by Tenant toward Taxes and Project Expenses during the calendar year, and (3) any revised estimate of Tenant's obligations for Taxes and Project Expenses for the current calendar year.

3. If the Statement shows that Tenant's estimated payments were less than Tenant's actual obligations for Taxes and Project Expenses for that year, Tenant shall pay the difference. If the Statement shows an increase in Tenant's estimated payments for Taxes and/or Project Expenses for the current calendar year, Tenant shall pay the difference between the new and old estimates for the period from January 1st of the current calendar year through the month in which the Statement is sent to Tenant. Tenant shall make such payment(s) within thirty (30) days after Landlord sends the Statement.

4. Any tax refund shall be deducted from Taxes in the year the refund is received by Landlord. If Taxes for any period during the term of this Lease, or an extension thereof, are, for any reason whatsoever, increased after payment by Landlord, Tenant shall pay its Proportional Share of this difference within thirty (30) days after Landlord sends Tenant an invoice for the amount due.

5. If the Statement shows that Tenant's estimated payments of Taxes and/or Project Expenses exceeded the actual amount due from Tenant, Tenant shall receive a credit for the difference against the estimated payment(s) next due. If the term of this Lease, as extended, has expired and no Rent, or other money, is due, Landlord shall refund the difference within thirty (30) days after Landlord sends the Statement to Tenant.

6. Landlord shall have the right to change the manner and/or timing of these payments. In lieu of providing one statement covering both Taxes and Project Expenses, Landlord may provide separate statements at the same or at different times. No delay by Landlord in providing any statement shall be deemed a default by Landlord or a waiver of its right to require payment by Tenant of its Proportional Share of actual or estimated Taxes and Project Expenses.

7. Unless Tenant objects to a given Statement by delivering a written notice to Landlord stating the basis for such objection no later than thirty (30) days after Landlord sends the Statement to Tenant, the Statement shall be considered final and binding on Tenant. If Tenant objects to any item contained in a Statement, Landlord may refer the matter to an independent certified public accountant whose certification of the amount due from Tenant shall be final and binding on both Landlord and Tenant. Tenant shall pay the cost of such certification unless the certification determines that Tenant was over-billed by more than fifteen percent (15%). Pending resolution of any objection, Tenant shall continue paying its Proportional Share of Taxes and Project Expenses in the amounts determined by Landlord, subject to adjustment after the objection is resolved.

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EXHIBIT B
PROJECT RULES AND REGULATIONS

1. If Tenant requires telephone, data, burglar alarm or similar service, the cost of purchasing, installing and maintaining such service shall be borne solely by Tenant. No boring or cutting for wires will be allowed without the prior written consent of Landlord. Landlord shall direct electricians as to where and how the telephone, data, and electrical wires are to be introduced or installed. The location of burglar alarms, telephone, call boxes or other office equipment affixed to the Premises shall be subject to the prior written approval of Landlord.
2. Tenant shall not install any radio or television antenna, satellite dish, loudspeaker or other device on the roof or exterior walls of the Project and/or Premises without Landlord's prior written consent, which consent shall be in Landlord's sole discretion.
3. Tenant shall not mark, drive nails, screw or drill into the partitions, woodwork, plaster or drywall (except for pictures and general office uses) or in any way deface the Premises or any part thereof. Tenant shall not affix any floor covering to the floor of the Premises or paint or seal any floors in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.
4. No cooking shall be done or permitted on the Premises, except those Landlord-approved microwave ovens or equipment for brewing coffee, tea, hot chocolate and similar beverages shall be permitted, provided such equipment and use is in accordance with all applicable Regulations.
5. Tenant shall not use any hand trucks except those equipped with the rubber tires and side guards, and may use such other material-handling equipment as Landlord may approve. Tenant shall not bring any other vehicles of any kind into the Project. Forklifts which operate on asphalt areas shall only use such tires that do not damage asphalt.
6. Tenant shall not use the name of the Project or any photograph or other likeness of the Project in connection with or in promoting or advertising Tenant's business except that Tenant may include the Project name in Tenant's address. Landlord shall have the right, exercisable without notice and without liability to any tenant, to change the name and address of the Project and/or Premises.
7. All trash and refuse shall be contained in suitable receptacles at locations approved by Landlord. Tenant shall not place in the trash receptacles any personal trash or material that cannot be disposed of in the ordinary and customary manner of removing such trash without violation of any law or ordinance governing such disposal.
8. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governing authority having jurisdiction over the Premises.
9. Tenant assumes all responsibility for securing and protecting its Premises and its contents including keeping doors locked and other means of entry to the Premises closed.
10. Tenant shall not use any method of heating or air conditioning other than that supplied by Landlord without Landlord's prior written consent.
11. No person shall go on the roof without Landlord's permission.
12. Tenant shall not permit any animal, other than certified service animals, to be brought or kept in or about the Premises or any common area of the Project without Landlord's prior written permission.
13. Tenant shall not permit any motor vehicles to be washed or mechanical work or maintenance of motor vehicles to be performed on any portion of the Premises. No pets or animals of any kind, service animals excepted, shall be brought on the Project and/or Premises without the prior written consent of the Landlord. In the event that such written consent is given, the Tenant agrees to keep such pet restrained at all times, and to not allow such pet to disturb any neighbors, and to keep the Premises and Project clean and odorless.
14. 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 terms, covenants, agreements and conditions of any lease of any premises in the Project. Landlord may waive any one or more of these Rules or Regulations for the benefit of any tenant or tenants, and any such waiver by Landlord shall not be construed as a waiver of such Rules and Regulations for any or all tenants.
15. Landlord reserves the right to make such other and reasonable rules and regulations as in its judgement may from time to time be needed for safety and security, for care and cleanliness of the Project and for the preservation of good order in and about the Project. Tenant agrees to abide by all such rules and regulations herein stated and any additional rules and regulations which are adopted. Tenant shall be responsible for the observance of all the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.
16. Any toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown into them. The expense of any breakage,

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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.

17. Canvassing, soliciting, distribution of handbills or any other written material in the common area is prohibited and each tenant shall cooperate to prevent the same. No tenant shall solicit business from other tenants or permit the sale of any goods or merchandise in the common area without the written consent of Landlord.
18. Any equipment belonging to Tenant which causes noise or vibration that may be transmitted to the structure of the Premises or to any space therein to such a degree as to be objectionable to Landlord or to any tenants in the Premises shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate the noise or vibration.
19. Driveways, sidewalks, halls, passages, exits, entrances and stairways ("Access Areas") shall not be obstructed by tenants or used by tenants for any purpose other than for ingress to and egress from their respective premises. Access Areas are not for the use of the general public, and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgement of Landlord, shall be prejudicial to the safety, character, reputation and interests of the Project or its tenants.
20. Landlord reserves the right to designate the use of parking areas and spaces.
21. During periods of loading and unloading, Tenant shall not unreasonably interfere with traffic flow and loading and unloading areas of other tenants. All products, materials, or goods must be stored within the Premises and not in any areas, including, but not limited to, exterior dock platforms, against the exterior of the Project clean and free of nails, wood, pallets, packing materials, barrels and any other debris produced from their operation.

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EXHIBIT C SUBTENANT INSURANCE REQUIREMENTS

Subtenant shall procure and maintain for the duration of the Term insurance against claims for injuries to persons or damages to property arising out of or in connection with Subtenant's or Subtenant's authorized representatives' use of the Premises and/or Project, and to Subtenant's fixtures, personal property, improvements and alterations in or on the Premises and/or the Project, caused by or resulting from risks insured against under any insurance policy carried by Subtenant in force at the time of such damage. For purposes of this Paragraph, "Landlord Parties" shall mean the Landlord entity set forth in Paragraph 1(d), the Project, any lender whose loan is secured by a lien against the Premises, their respective shareholders, members, partners, joint ventures, affiliates, subsidiaries, successors and assigns; and any directors, officers, employees, managers, attorneys or authorized agents of such persons or entities. All insurance required to be provided by Subtenant under this Lease shall be issued by insurance companies authorized to do business in the state in which the Premises is located, shall be issued as a primary policy, and shall require at least thirty (30) days' prior written notice to Landlord before cancellation or change in coverage, scope or amount of any policy ("Subtenant's Insurance" or "Subtenant's Insurance Policy"). Subtenant's Insurance shall ensure performance by Subtenant of the indemnity provisions set forth in this Lease. No deductible or self-insured retention shall exceed \$10,000.00 without prior written approval of Landlord, except as otherwise specified herein. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Subtenant's sole risk. Subtenant shall not be reimbursed for same. If the forms of policies, endorsements, certificates, or evidence of insurance required by these specifications are superseded or discontinued, Landlord will have the right to require other equivalent forms. If any additional insured requirements are deemed to violate any law, statute or ordinance, the additional insured requirements, including any additional insured policy provision or endorsements procured pursuant to this Lease, shall be reformed to provide the maximum amount of protection to Landlord Parties as allowed under the law. Subtenant's Insurance Policy(ies) must include the following: (i) the insured's name and address, (ii) the name of each insurance company affording each coverage (including policy number, policy dates, all coverage limits and sub-limits if any, by type of coverage), (iii) the signature of the authorized representative signing the certificate on behalf of the insurer, (iv) the amounts of all deductibles and self-insured retentions, (v) certified copies of all required endorsements and policy declaration page(s) reflecting issuance of the endorsements, (vi) a certified copy of notice of cancellation providing that thirty (30) days' notice of cancellation and/or material change (or such other prior notice period for same as may be required by applicable state law if such state law mandates a notice period of greater or less than thirty (30) days) will be sent to the certificate holder, (vii) Landlord as the certificate holder showing Landlord's correct name and address, (viii) upon written notice by Landlord, a certificate addressed to Landlord's lender, (ix) the producer of the certificate with a valid address and phone number listed, and (x) execution by a duly authorized representative of the insurers. The minimum scope and limit of Subtenant's Insurance shall be at least as broad as follows:

- a. Commercial General Liability (CGL): Insurance covering CGL on an "occurrence" basis, including products and completed operations, property damage, personal and advertising injury, including, without limitation, damage to the Premises and/or Project or tenant legal liability, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence including Umbrella or Excess coverage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Landlord Parties are to be granted additional insured status on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Subtenant including materials, parts, or equipment furnished in connection with such work or operations;
- b. Causes of Loss – Special Form Property Insurance: 100% replacement cost on a replacement value basis, and in compliance with all laws, regulations or ordinances affecting such property at any time during the Lease, for the Subtenant's improvements and betterments, including all equipment and other property used in connection therewith, including Subtenant's business personal property, HVAC, trade fixtures and signs from time to time in, adjacent to or upon the Leased Premises, and all alterations, additions, or changes made by Subtenant pursuant to the terms of this Lease and shall not be subject to coinsurance. Subtenant will also maintain, on an actual loss sustained basis, Business Interruption and Extra Expense coverage with a twelve (12) month period of indemnification, in an amount not less than the total Rent, including, without limitation, any Additional Rent (including without limitation Project Expenses and Taxes) payable under the Lease, due to Landlord for the last twelve (12) month period of the Term with Landlord named as Loss Payee.
- c. Workers' Compensation: Insurance as required by the state in which the Premises is located, with Statutory Limits, and Employer's Liability with limits of no less than \$1,000,000.00 per accident for bodily injury or disease (for lessees with employees; not required if Subtenant provides written verification it has no employees);
- d. Proof of Automobile Liability Insurance: Business and/or Personal Automobile Coverage (as applicable) meeting the applicable financial responsibilities of the state in which the Premises is located covering, Code 1 (any auto), or if Subtenant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage;
- e. Other: Such other insurance against other insurable liabilities or hazards as Landlord may from time to time reasonably require.

If Subtenant maintains broader coverage and/or higher limits than the minimums shown above, Landlord Parties shall be entitled to the broader coverage and/or higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of Insurance and coverage shall be available to Landlord Parties. Any insurance or self-insurance maintained by Landlord Parties shall be in excess of Subtenant's Insurance and shall not contribute with it. Subtenant hereby grants to Landlord Parties a waiver of any right to subrogation which any insurer of said Subtenant may acquire against Landlord by virtue of the payment of any loss under such insurance. Subtenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision still applies regardless of

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whether or not Landlord has received a waiver of subrogation endorsement from the insurer. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: X, unless otherwise approved in writing by Landlord. At the option of Landlord, either: (i) Subtenant shall obtain coverage to reduce or eliminate such self-insured retentions as respects Landlord Parties; or (ii) Subtenant shall provide a financial guarantee satisfactory to Landlord guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Landlord. Subtenant shall furnish Landlord with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required herein. Subtenant shall deliver a certificate or copy of such policy together with evidence of endorsements and payment of all current premiums to Landlord prior to occupancy. Subtenant's failure to provide evidence of such coverage to Landlord within five (5) days of written request may, in Landlord's sole discretion, constitute a default under this Lease. Moreover, if Subtenant's insurance policy is about to expire or has expired, Subtenant must immediately provide Landlord with evidence of insurance renewal or issuance of a new policy that meets the liability requirements detailed above. Failure to provide Landlord with a copy within three (3) days after the expiration of Subtenant's policy shall be deemed a default under this Lease and, in addition to Landlord having the remedies detailed in Paragraph 25 of this Lease, Subtenant shall owe Landlord as a fine the sum of \$100.00 per month for every month that Landlord is not in receipt of a current copy of Subtenant's insurance policy, which fine shall be considered Additional Rent. However, failure to obtain the required documents prior to occupancy shall not waive Subtenant's obligation to provide them. Landlord reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications at any time. Landlord reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Landlord does NOT insure Subtenant for any personal injury or property damage, including that caused by the act or omission of any other tenant or third party or by any criminal act or activity, war, riot, insurrection, fire, or act of God. In the event Landlord utilizes a third party service provider to track and establish insurance compliance with the terms of this Lease, Subtenant agrees to register and cooperate with such third party provider, and will, upon demand supply such third party service provider with any contact information for Subtenant's insurance provider in order to establish compliance with the terms of this Lease. Failure to provide evidence of insurance coverage, contact information for Subtenant's insurance provider, and/or comply with the requirements or requests of any such third party insurance service provider to take such action as is required by Subtenant and/or its insurance provider to ensure Subtenant's compliance with the insurance requirements set forth in this Lease within five (5) business days of such request shall constitute a default by Subtenant under this Lease.

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EXHIBIT D
PARKING RULES AND REGULATIONS

1. Tenant and Tenant's customers, suppliers, employees and invitees shall be entitled to use parking spaces within the Project, for motor vehicles only, free and in-common with other tenants. Tenant, and its employees, customers and invitees, may only use a *pro rata* share of the total Project parking spaces based upon the Premises' percentage of the Project.
2. Tenant and its employees, agents and visitors shall park between painted parking space lines only and shall not occupy more than one parking space with a single vehicle.
3. Parking spaces shall be for working, registered passenger vehicles only; no boats, trucks, trailers, recreational vehicles, storage trailers, "PODS", inoperable vehicles, or other types of vehicles or items may be parked or stored in the parking areas (except that trucks may be loaded and unloaded in designated loading areas). Any such prohibited vehicles and other items found in violation of this regulation may be towed or otherwise removed from the parking area without notice at the offending party's sole expense.
4. Vehicles parked within the Project overnight without Landlord's prior written consent shall be deemed abandoned and may be towed away without notice at the vehicle owner's sole expense.
5. No tenant leasing at the Project shall park in visitor or reserved parking areas. Any tenant vehicle found parked in such designated visitor or reserved parking areas or other unauthorized areas may be towed at the vehicle owner's expense.
6. The cleaning (whether interior or exterior), repair, or maintenance of motor vehicles, and the performance of any other automotive service, on any portion of the parking areas is strictly prohibited and shall not be allowed by Tenant unless first approved by Landlord.
7. Tenant will, from time to time upon the request of Landlord, supply Landlord with a list of the license plate numbers of vehicles owned or operated by Tenant's employees and agents.
8. All directional signs and arrows must be observed.
9. All posted speed limits for the parking areas shall be observed. If no speed limit is posted for an area, the speed limit shall be five (5) miles per hour.
10. Parking is prohibited
 - a. In areas not striped for parking;
 - b. In aisles;
 - c. Where "no parking" signs are posted;
 - d. On ramps; and
 - e. In other such areas as may be designated by Landlord, from time to time.
11. Handicap and visitor parking spaces shall be used only by handicapped persons or visitors, as applicable.
12. All parking is solely at Tenant's risk. Landlord assumes no responsibility for damage to or theft of any vehicle, or any injury to individuals, making use of the parking lot. Tenant hereby agrees to release and hold Landlord harmless from any and all liability for damage or loss to parked vehicles or the contents thereof.
13. Tenant's parking may not impede ingress or egress within the Project, interfere with other tenants' use of their leased premises, or encroach within any fire lanes. Tenant shall not have the right to lease or otherwise re-assign the parking spaces on the Project.
14. Tenant shall acquaint its employees, agents, visitors or representatives with these Parking Rules and Regulations, as may be revised from time to time.

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EXHIBIT E
AUTHORIZED ALTERATIONS

1. Removal of trash enclosure: Tenant will remove the current trash enclosure adjacent to the rear of the Premises to allow for construction of the Concrete Pad. Tenant will re-install the trash enclosure upon expiration/termination of the Lease.
2. Installation of Concrete Pad: Tenant may install the Concrete Pad, which will be approximately 50 feet long, 25 feet wide, and 6 inches deep, generally in the location of the current trash enclosure at the rear of the Premises, adjacent to the building and flush with the existing asphalt. The Concrete Pad will be used for the purpose of supporting the Compactor, in accordance with paragraph 44 of the Lease.
3. Compactor: Tenant may install a 40-yard Compactor, which will be approximately 34 ft long, 8 feet wide, and 9 feet high. The Compactor will be operated only during business hours, with an expected noise level of approximately 70 decibels. Pick-ups are anticipated to occur three to five times per week, depending on the volume of material collected.
4. Temporary Ramp: Tenant may construct a temporary ramp located at the southeast entrance of the building to allow materials to be loaded and transported inside the Premises. Tenant will remove the temporary ramp at the end of the Lease Term.
5. Additional lighting: Tenant may install one additional hardwired exterior floodlight on the rear of the Premises inside the corner of the Premises.
6. Security cameras: Tenant will install two exterior hardwired security cameras on the rear wall of the Premises. Tenant may install two plug-in security cameras on the inside of the Premises.
7. Industrial shelving: Tenant may install up to six pallet rack shelving units (120" H x 108" W x 42" D) along west and north interior walls of the Premises.
8. Baler: Tenant may install a baler for film (152" H x 78" W x 41" D) on the west interior wall of the Premises.

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EXHIBIT F
SUBLEASE

(See Attached)

SUBLEASE

This Sublease ("Sublease") is entered into this __ day of _____, 20 __, by and between the City of Westminster, a Colorado home rule municipal corporation ("Sublessor"), and _____, a _____ ("Sublessee"). Sublessor and Sublessee may be referred to collectively hereinafter as the "Parties".

WHEREAS, Sublessor and _____, a _____ ("Landlord"), entered into that certain Lease dated _____, 202__, attached hereto as **Exhibit A** and incorporated herein by this reference, pertaining to the Premises within the Project located at _____; and

WHEREAS, Sublessor desires to sublease to Sublessee, and Sublessee desires to sublease from Sublessor, the Premises upon the terms and conditions herein set forth; and

WHEREAS, capitalized terms not defined herein shall have the meaning ascribed thereto in the Lease.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Sublease. Sublessor subleases to Sublessee, and Sublessee subleases from Sublessor, upon the terms and conditions herein set forth, the Premises, which consists of approximately _____ square feet of space as depicted on **Exhibit B**, attached hereto and incorporated herein by this reference. The term of this Sublease shall commence on _____ and end on _____, at 12:00 noon, unless earlier terminated hereunder (the "Term").

2. Rent. Sublessee shall pay to Sublessor during the Term, without notice, demand, deduction or setoff, rent in the amount of _____ (the "Rent"), payable on or before the first day of each calendar month at the address of Sublessor herein provided or at such other place as Sublessor may from time to time designate in writing.

3. Use. Sublessee shall use the Premises only for the permitted use set forth in Paragraph 1.e. of the Lease and for no other purpose whatsoever, as more fully described in **Exhibit C**, attached hereto and incorporated herein by this reference (the "Use"). Sublessee shall comply with all laws, rules, orders, ordinances or regulations applicable to the Use.

4. Premises Condition; No Warranty. Sublessee accepts the Premises in its "AS IS" condition without warranty from Sublessor or Landlord. Neither Sublessor nor Landlord has made any representation or warranty regarding the Premises or the Project, including, without limitation, compliance with the Americans With Disabilities Act or any other laws, rules orders, ordinances or regulations. Neither Sublessor nor Landlord shall be required to provide any tenant finish, alterations, maintenance, repairs, or janitorial, trash or other services to the Premises. Sublessee shall not alter or otherwise change the Premises in any manner without the prior written consent of Sublessor and Landlord. Upon termination of this Sublease, Sublessee shall immediately quit and surrender the Premises to Sublessor broom clean and in its original condition, ordinary wear and tear excepted.

5. Public Access and Signage Plan. The Parties shall comply with the Public Access and Signage Plan, attached hereto as Exhibit D and incorporated herein by this reference (the "Access and

Signage Plan”), which Landlord has approved. Sublessor and Sublessee shall neither change nor deviate from the Access and Signage Plan without the express written consent of Landlord.

6. Remedies. If Sublessee shall default in the payment of Rent or the performance of any of its obligations hereunder, Sublessor and Landlord shall be entitled to all remedies available under the law or at equity, and all of the remedies provided in the Lease as applied to Sublessor, Sublessee and the Premises.

7. Subordination and Incorporation of Lease. This Sublease shall be subject to and subordinate to the Lease. The terms, conditions and covenants of the Lease are incorporated herein by this reference and constitute a part hereof as applied to Sublessor, Sublessee and the Premises as though each were the “Landlord”, the “Tenant” and the “Premises”, respectively thereunder, except to the extent such terms, conditions and covenants are expressly modified by the provisions of this Sublease. Sublessee shall perform and observe all of the obligations of Sublessor under the Lease as such obligations pertain to the Premises. Sublessee covenants that it shall not do or omit doing anything that would constitute a default under the Lease. If for any reason the Lease is terminated prior to the termination of this Sublease, then this Sublease shall immediately terminate and Sublessee shall vacate the Premises in the condition required hereunder. In such event, Sublessor shall return any advance rental payments, if any, to Sublessee.

8. Assignment. Sublessee shall not assign or sublet, all or any portion, of this Sublease or the Premises without the prior written consent of Sublessor and Landlord.

9. Insurance. Sublessee, at its cost, shall procure and maintain the insurance policies required of Sublessee under the Lease and including all requirements placed thereon by the Lease. All such policies shall name Sublessee and Sublessor, in addition to Landlord and the other parties identified in the Lease, as additional insured parties and shall provide that such policies may not be cancelled or expire without thirty (30) days prior written notice to Sublessor and Landlord. Prior to the commencement date of the Term, Sublessee shall furnish to Sublessor a certificate of insurance evidencing the coverage required hereunder.

10. Notices. Any notice, demand or communication required or permitted hereunder shall be in writing and served by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Sublessor:

City of Westminster
Attn: _____
4800 West 92nd Avenue
Westminster, CO 80031
Email: _____

with a copy to:

City of Westminster
Attn: City Attorney’s Office
4800 West 92nd Avenue
Westminster, CO 80031
Email: _____

If to Sublessee:

Attn: _____

Email: _____

with a copy to:

Attn: _____

Email: _____

If to Landlord:

with a copy to:

Attn: _____

Attn: _____

Email: _____

Email: _____

Any Party, from time to time, may change its address for notices hereunder by providing written notice thereof to the other Party.

11. No Broker - Indemnification. Sublessee shall indemnify and hold harmless Landlord from all loss, liability, claim, damage and cost (including reasonable attorney fees) for any compensation, commission or other charges by any broker or other agent arising from this Sublease occasioned by the acts or omissions of Sublessee.

12. Miscellaneous.

a. Amendment; Entire Agreement. This Sublease may not be amended or modified except by a written agreement signed by Sublessor and Sublessee, and consented to by Landlord. The Parties acknowledge that all understandings and agreements heretofore between the Parties are merged in this Sublease and the Exhibits hereto, which alone fully and completely expresses the agreement of the Parties hereto.

b. No Agency. Nothing herein contained shall be deemed or construed to create the relationship of principal or agent or of partnership or joint venture between the Parties.

c. Governing Law and Venue; Fee Shifting. This Sublease shall be governed by and construed in accordance with the laws of Colorado and the home rule Charter and Municipal Code of the City of Westminster. If any legal action is commenced by any Party to enforce the terms and conditions of this Sublease, trial of such action shall be vested exclusively in the State District Court for Jefferson County, Colorado, and each prevailing Party shall be entitled to reasonable attorney fees and costs.

d. Authority. Each individual executing this Sublease on behalf of Sublessor and Sublessee represents and warrants that he or she is duly authorized to execute and deliver this Sublease on behalf of such Party.

e. Indemnification. Sublessee agrees to indemnify, defend, protect and hold harmless Sublessor and its elected officials, officers and employees, and Landlord and the Landlord Parties (as defined in the Lease), from and against any and all third party claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments and all costs and expenses incurred in connection with any of the foregoing (collectively, "Losses"), including reasonable attorney fees and costs of defense directly or proximately resulting from Sublessee's use and occupancy of the Premises pursuant to this Sublease (including, without limitation, any Losses arising under Paragraph 8.d.(4) and/or Paragraph 19 of the Lease), except to the extent arising from or caused by the negligence or willful misconduct of Sublessor or its elected officials, officers or employees.

f. Governmental Immunity. No term or condition of this Sublease shall be construed or interpreted as a waiver by Sublessor, express or implied, of any of the immunities, rights,

benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

g. Binding Effect. This Sublease shall be binding upon Sublessor and Sublessee, and inure to the benefit of Sublessor, Sublessee and Landlord in accordance with the terms and conditions hereof.

h. Third Party Beneficiaries. Landlord shall be deemed to be a third-party beneficiary of this Sublease and entitled to enforce the terms and conditions hereof against the Parties. Notwithstanding the foregoing, this Sublease is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to confer, rights upon any persons or entities other than the Parties and Landlord

13. Consent. The effectiveness of this Sublease is contingent upon Landlord, on or before the commencement date of the Term, consenting to this Sublessee.

[Reminder of page intentionally blank – signatures follow]

IN WITNESS WHEREOF, this Sublease has been executed as of the date first above written.

SUBLESSOR:

The City of Westminster, Colorado, a home rule
municipal corporation

By: _____
Mark A. Freitag, City Manager

ATTEST:

City Clerk

Approved as to legal form:

City Attorney's Office

SUBLESSEE:

_____, a

By: _____

Name: _____

Title: _____

EXHIBIT A TO SUBLEASE

THE LEASE

EXHIBIT B TO SUBLEASE

THE PREMISES

EXHIBIT C TO SUBLEASE

THE USE

EXHIBIT D TO SUBLEASE
PUBLIC ACCESS AND SIGNAGE PLAN



SUSTAINABILITY

6020 West 91st Avenue
 Westminster, CO 80031
 Monday - Friday, 9 am to 4 pm
 Saturday, 9 am - 3 pm

- Single-Stream Recycling
- Electronics Recycling
- Paint/Mattress Recycling
- Hard to Recycle
- Reuse Items





6020 W 91st Ave - Recycling Site Signage

- A. Sandwich board:
 - Double sided, north/south facing for viewing on Harlan
 - Recycling symbol with arrows pointing into parking lot
- B. Sandwich board:
 - Directing people to empty single stream to the left
 - Diagonal arrow pointing left, "Single Stream Recycling", photos of SS materials
- C. Sandwich board:
 - Directing people to park to the right for H2R materials
 - Arrow pointing right, "Hard-To-Recycle + Electronics", photos of H2R items & ewaste
- D. Window vinyl:
 - Marking the entrance door for assistance & payment
 - Recycling symbol, SustainAbility logo (City info if wanted), "Enter here to pay"
- E. Sandwich board or other type:
 - Parking instructions
 - "Park here for hard-to-recycle & electronics recycling"
- F. Sandwich board:
 - Traffic direction for single stream drop
 - Recycling arrow, "Single stream recycling". "Keep right & park against building" Right arrow
- G. Sandwich board:
 - "Single stream, empty here"
- H. Extra large sign in wood frame-- double sided
 - Side one: For use during open hours
 - "Single stream, self serve. Empty here", detailed photos of SS materials & categories
 - Side two: For use during closed hours
 - "No dumping, you are on camera being recorded" etc
- I. Sandwich board:
 - Double sided, east/west facing for viewing on 91st
 - Recycling symbol with arrows pointing to turn South on Harlan