

COMMERCIAL LEASE AGREEMENT

by and between

DLB Properties, LLC,
A COLORADO LIMITED LIABILITY COMPANY

AS "LANDLORD"

AND

A _____

AS "TENANT"

LEASE

This Lease is made this ____ day of _____, 2024, by and between **DLB Properties, LLC**, a Colorado limited liability company ("Landlord"), and _____, a _____ ("Tenant"), on the terms, covenants and conditions set forth below.

1. TERMS AND DEFINITIONS; SCHEDULES.

1.1 TERMS AND DEFINITIONS.

1.1.1 LEASED PREMISES shall mean a portion of the Building consisting of approximately _____ rentable square feet and located at 5255 Ronald Reagan Blvd., Johnstown, CO.

1.1.2 PROJECT shall mean the Building, Common Areas, other areas and appurtenances, plus the real property, as described in Schedule 1 attached, on which the same is situated.

1.1.3 COMMON AREAS shall mean those areas of the Project which Tenant shall have the right to use in common with the Landlord including the exterior landscaped area. Tenant's use of the Common Areas is subject to the terms and conditions of this Lease and the attached Schedules and is limited to such use necessary for Tenant to obtain full use and enjoyment of the Leased Premises for the Permitted Purpose.

1.1.4 TENANT'S SQUARE FOOTAGE shall mean a portion of the basement floor of the Building consisting of approximately _____ Rentable Square Feet including Tenant's pro rata share of the Common Areas.

1.1.5 LEASE COMMENCEMENT DATE shall be the date upon which the Leased Premises are delivered to Tenant, but no later than four (4) months after Landlord delivers the Building to Tenant or Tenant occupies the Leased Premises, whichever is earlier (the "Lease Commencement Date")

1.1.6 SECURITY DEPOSIT. No security deposit shall be paid by Tenant.

1.1.7 BASE RENT shall refer to the basic rental payments payable by Tenant to Landlord, and initially shall mean _____ per rentable square foot per annum. The Base Rent shall increase annually on the anniversary of the Effective Date at the rate of Three Percent (3%) per annum, including during any Option Period.

1.1.8 TENANT'S PRO RATA SHARE shall mean _____ based upon Tenant's occupation of the .

1.1.9 PERMITTED PURPOSE means that Tenant may use the Leased Premises for general office purposes and any lawful purpose incidental thereto.

1.1.10 LANDLORD'S MAILING ADDRESS: 5255 Ronald Reagan Blvd., Suite 220, Johnstown, CO 80534.

1.1.11 TENANT'S MAILING ADDRESS: _____.

1.2 SCHEDULES. Unless otherwise indicated, the terms of schedules, exhibits and addenda, if any, attached or added hereto shall control over any inconsistent provisions in the paragraphs of this Lease.

2. PREMISES.

2.1 LEASE OF PREMISES. In consideration of the Rent (as such term is defined in Section 4.1 hereof) and the provisions of this Lease, Landlord leases to Tenant and Tenant accepts from Landlord the Leased Premises, subject to the terms and conditions set forth herein.

2.2 PRIOR OCCUPANCY. Tenant shall not occupy the Leased Premises prior to the Lease Commencement Date except with the express prior written consent of Landlord. If Tenant shall occupy the Leased Premises prior to the Lease Commencement Date, all covenants and conditions of this Lease shall be binding on the parties commencing upon the date of such prior occupancy.

3. TERM

3.1 BASE TERM. The term of this Lease shall be _____ months commencing on the Lease Commencement Date (the "Lease Term").

3.2 OPTIONS TO EXTEND. INTENTIONALLY DELETED.

4. PAYMENT OF RENT AND ADDITIONAL RENT.

4.1 LEASE TERM RENT.

4.1.1 BASE RENT. Each monthly installment of Base Rent in the amount set forth in Schedule 3 shall be payable no later than the first (1st) calendar day of each month, together with each monthly installment of Tenant's Pro Rata Share of Operating Costs. The obligation to pay Base Rent shall commence on the Lease Commencement Date. Monthly installments for any fractional calendar month, at the beginning or end of the Lease Term or any Renewal Term, shall be prorated based on the number of days in such month. Base Rent and Tenant's Pro Rata Share of Operating Costs, together with all other amounts payable by Tenant to Landlord under this Lease, shall be sometimes referred to collectively as "Rent." Tenant shall pay all Rent, without deduction or set off, to Landlord at such place as may be specified by Landlord from time to time. "Base Rent" is summarized on Schedule 3.

4.1.2 LATE PAYMENT. Rent not paid within ten (10) days of the date when due hereunder shall be subject to a late charge until paid equal to one and one-half percent (1½%) per month from the date when due, until paid. In addition, if any installment of Rent is not paid within ten (10) days of the date when due hereunder, Tenant shall pay to Landlord a late payment charge equal to ten percent (10%) of the amount of such delinquent payment of Rent in addition to the installment of Rent then owing. Such charges shall be payable regardless of whether or not a notice of default or notice of termination has been given by Landlord. Tenant acknowledges that late payment of Rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which is extremely difficult and impracticable to ascertain at this time. Accordingly, the parties agree that the foregoing late charges represent a reasonable estimate of the loss and expense to be suffered by Landlord by reason of Tenant's late payment.

4.2 ADDITIONAL RENT. This Lease is intended to be a triple net lease, and Tenant shall pay Tenant's Pro Rata Share of all real property taxes and assessments for the Project, as well as Tenants' Pro Rata Share of the total costs incurred for the operation, maintenance, and repair for the Common Areas, including, but not limited to, maintenance and repair of common exterior signs (but not signage solely benefiting businesses conducted on the Project other than Tenant's business); property insurance; maintenance and repair of parking areas; snow removal; property insurance; common utilities, including water to maintain landscaping; janitorial expenses, if provided by Landlord; and any other expense incurred by Landlord in the operation, maintenance, and repair of the Building (the "Operating Expenses"). These costs shall be estimated on an annual basis by Landlord and shall be adjusted by upwards or downwards depending on the actual costs for the proceeding twelve (12) months. Tenant shall pay monthly, commencing upon the Lease Commencement Date, as additional rent hereunder, Tenant's Pro Rata Share of the foregoing costs (the "Additional Rent"), prorated on a monthly basis. No later than April 1 of each year, Landlord shall determine the actual costs which comprise the Additional Rent for the prior year and provide Tenant a written statement of such costs, and if the actual costs are greater than the estimated costs, Tenant shall pay the difference between the estimated Additional Rent and the actual Additional Rent with the next installment of Base Rent. If the actual Additional Rent is less than the estimated Additional Rent paid, Landlord shall credit the amount of Tenant's excess payment against the amount of Base Rent which next becomes due.

5. IMPROVEMENTS; POSSESSION.

5.1 IMPROVEMENTS TO LEASED PREMISES. INTENTIONALLY DELETED.

5.2 COMMENCEMENT OF POSSESSION. By its taking possession of the Leased Premises, Tenant shall be deemed to have accepted the Leasehold Improvements, if any, and to have accepted the Leased Premises and the acceptability of the Leased Premises for Tenant's use.

6. TENANT'S COVENANTS.

6.1 USE OF LEASED PREMISES. Tenant agrees to:

6.1.1 PERMITTED USAGE. Use the Leased Premises for the Permitted Purpose only and for no other purposes.

6.1.2 COMPLIANCE WITH LAWS. Comply with the provisions of all current and future recorded covenants, conditions and restrictions and all current and future building, zoning, fire and other governmental laws, ordinances, rules or regulations applicable to the Leased Premises and all current and future requirements of the carriers of insurance covering the Project. Landlord shall provide Tenant with a copy of any notice it receives from an insurance carrier pertaining to the Leased Premises insofar as such notice sets forth an alleged failure to meet the carrier's requirements, and Tenant shall have ten (10) days thereafter to remedy any failure to so comply; provided, however, that such compliance shall not increase Tenant's insurance requirements hereunder.

6.1.3 NUISANCES OR WASTE.

(a) Not do or permit anything to be done in, upon or about the Leased Premises, or bring or keep anything in the Leased Premises that may increase Landlord's fire and extended coverage insurance premium or cause a risk of termination of coverage, damage the Building or the Project, constitute waste, constitute an immoral purpose, or be a nuisance, public or private, or menace or other disturbance to tenants of adjoining premises or anyone else, or use or store any toxic chemicals, wastes, elements or substances in, upon or about the Leased Premises, except limited quantities of such toxic chemicals, waste, elements or substances which are used or stored in full compliance with all applicable local, state or federal laws, ordinances, rules and regulations presently in effect or hereafter enacted pertaining to such use or storage and then only if (i) used or stored in connection with Tenant's ordinary and usual business operations and (ii) such use or storage does not expose all or any part of the Project, the Leased Premises, or any property adjacent to the Project to any meaningful risk of contamination or damage or expose Landlord and mortgagee of Landlord to any liability therefor. This Section 6.1.3 is in addition to those provisions set forth in Section 6.8 below.

(b) Tenant further agrees to defend, indemnify and hold harmless Landlord and any manager, member, partner, officer or director of Landlord and any mortgagee of Landlord, against any and all claims, demands, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and expenses, expert witness fees and post-judgment collection costs) which Landlord may sustain at any time as a result of, arising out of, or in any way connected with a breach of Section 6.1.3(a). Additionally, Tenant agrees to cease the activity which amounts to such breach immediately upon receipt of written notice from Landlord or any regulatory or governmental agency that

such activity is in violation of any governmental laws, ordinances, regulations or rules. Tenant shall give notice to Landlord of any hazardous substances that come to be located on the Leased Premises.

6.1.4 ALTERATIONS AND IMPROVEMENTS. Make no alterations or improvements in, upon or about the Leased Premises without the prior written approval of Landlord. Any such alterations or improvements by Tenant shall be done in a good and workmanlike manner, at Tenant's expense, by a licensed contractor reasonably approved by Landlord in conformity with plans and specifications reviewed by Landlord. Tenant shall obtain all necessary governmental approvals and permits. At Landlord's option, Tenant shall contract with Landlord for the construction of such alterations or improvements, but only if Landlord's price for such work is competitive.

6.1.5 LIENS. Keep the Leased Premises, the Building and the Project free from liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant. If requested by Landlord, Tenant shall post a bond or other security reasonably satisfactory to Landlord to protect Landlord and the Project against such liens. If, at any time, a lien or encumbrance is filed against the Leased Premises, the Building or the Project as a result of Tenant's work, materials or obligations, Tenant shall promptly discharge such lien or encumbrance. If such lien or encumbrance has not been removed within thirty (30) days from the date it is filed, Tenant agrees to post a bond in at least the amount prescribed by applicable Colorado statute then in effect as security for the lien being discharged. Landlord shall have the right to post or keep posted on the Leased Premises, or in the immediate vicinity thereof, notices of non-responsibility for any construction, alteration or repair of the Leased Premises by Tenant.

6.1.6 RULES AND REGULATIONS. Observe, perform and abide by all the rules and regulations promulgated by Landlord from time to time on a reasonable basis for the benefit of the Project and its tenants.

6.1.7 SIGNAGE. Obtain the prior approval of the Landlord before placing any sign or symbol in, or visible from, doors or windows or elsewhere in or about the Leased Premises, or upon any other part of the Building or Project, including building directories. Any signs or symbols which have been placed without Landlord's approval may be removed by Landlord at Tenant's expense. Upon expiration or termination of this Lease, all signs installed by Tenant shall be removed at Tenant's expense and any damage resulting therefrom shall be promptly repaired by Tenant, or such removal and repair may be done by Landlord and the cost charged to Tenant as Rent.

6.2 INSURANCE.

6.2.1 INSURANCE OBTAINED BY TENANT. Tenant shall, at its own expense, procure and maintain during the Lease Term commercial general liability insurance with respect to the Leased Premises, and Tenant's activities in the Leased Premises and in the Building and the Project, providing bodily injury, broad form property damage coverage as follows:

(a) One Million Dollars (\$1,000,000.00) with respect to bodily injury or death to any one (1) person;

(b) Two Million Dollars (\$2,000,000.00) with respect to bodily injury or death arising out of any one (1) occurrence;

(c) One Million Dollars (\$1,000,000.00) with respect to property damage or other loss arising out of any one (1) occurrence;

(d) Fire and extended casualty insurance covering Tenant's trade fixtures, merchandise and other personal property in an amount not less than one hundred percent (100%) of their actual replacement cost or highest insurable value;

(e) Workers' compensation insurance in at least the statutory amounts;
and

(f) Business interruption insurance of such type and coverage sufficient to pay all Rent and other sums due hereunder for a period of not less than twelve (12) months in the event of any cessation or reduction of Tenant's business for any reason, including without limitation, damage or destruction described below.

6.2.2 COVERAGE INCREASE. Not more frequently than each three (3) years if, in the reasonable business judgment of Landlord, the amount of public liability and property damage insurance coverage maintained by Tenant is at that time not adequate, Tenant shall increase the insurance coverage to an amount which is determined to be adequate by Landlord in the exercise of reasonable business judgment.

6.2.3 BLANKET POLICY. Nothing in this Section 6.2 shall prevent Tenant from obtaining insurance of the kind and in the amounts provided for under this Section under a blanket insurance policy covering other properties as well as the Leased Premises; provided, however, that any such policy of blanket insurance (i) shall specify the amounts of the total insurance allocated to the Leased Premises, which amounts shall not be less than the amounts required by Sections 6.2.1(a) through 6.2.1(c) hereof, and (ii) such amounts so specified shall be sufficient to prevent any one of the insureds from becoming a co-insurer within the terms of the applicable policy, and (iii) shall, as to the Leased Premises, otherwise comply as to endorsements and coverage with the provisions of the paragraph.

6.2.4 ACCEPTABLE INSURANCE. Tenant's insurance shall be with a Best's Insurance Reports A+ rated company (or A rated if Class XIII or larger). Landlord and Landlord's mortgagee, if any, shall be named as "additional insureds" under Tenant's general liability insurance (except as to the insurance required by Section 6.2.1(d) above), and such Tenant's insurance shall be primary and noncontributing with Landlord's insurance, and shall further comply with the provisions of Section 10.2 of this Lease. Tenant's insurance policies shall contain endorsements requiring thirty (30) days' notice to Landlord and Landlord's mortgagee, if any, prior to any cancellation, lapse or non-renewal or any reduction in amount of coverage.

6.2.5 *EVIDENCE OF INSURANCE.* Tenant shall deliver to Landlord, as a condition precedent to its taking occupancy of the Leased Premises, a certificate or certificates evidencing such insurance.

6.3 REPAIRS. Tenant, at its sole expense, shall maintain the interior of the Leased Premises in a neat, clean and sanitary condition. If Tenant fails to maintain or keep the Leased Premises in good repair and such failure continues for ten (10) business days after receipt of written notice from Landlord, or if such failure results in a nuisance or health or safety risk, Landlord may perform any such required maintenance and repairs and the cost thereof shall be payable by Tenant as Rent within ten (10) business days of receipt of an invoice from Landlord. Tenant shall also pay to Landlord the costs of any repair to the Leased Premises, Building or Project necessitated by any act or neglect of Tenant.

6.4 ASSIGNMENT AND SUBLETTING.

6.4.1 *LANDLORD'S CONSENT REQUIRED.* Tenant shall not assign, mortgage, pledge or encumber this Lease, or permit all or any part of the Leased Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Tenant shall not sublease any portion of the Lease Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Any transfer of this Lease by merger, consolidation, reorganization or liquidation of Tenant, or by operation of law, or change in the ownership of or power to vote the majority of the outstanding voting stock of a corporate Tenant, or by change in ownership of a controlling partnership interest in a partnership Tenant, shall constitute an assignment for purposes of this paragraph.

6.4.2 *BASIS FOR WITHHOLDING CONSENT SUBLEASE.* Landlord agrees that it will not unreasonably withhold its consent to Tenant's subletting the Leased Premises. In addition to other reasonable bases, Tenant hereby agrees that Landlord shall be deemed to be reasonable in withholding its consent if (a) the proposed sublease is to any party who is then a tenant of the Building; or (b) the proposed sublease results in two (2) or more tenants in the Leased Premises; or (c) there exists an Event of Default (as defined in Section 11.1 below) at the time of request for consent or on the effective date of such subletting; or (d) the proposed subtenant is, in Landlord's good faith judgment, incompatible with other tenants in the Building, or seeks to use any portion of the Leased Premises for a use not consistent with other uses in the Building, or is financially incapable of assuming the obligations of this Lease. Tenant shall submit to Landlord the name of a proposed subtenant, the terms of the proposed subletting, the nature of the proposed subtenant's business, and such information as to subtenant's financial responsibility and general reputation as Landlord may reasonably require.

6.4.3 *NO RELEASE OF OBLIGATIONS.* No subletting, even with the consent of Landlord, shall relieve Tenant of its primary obligation to pay the Rent and to perform all of the other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any subletting or other transfer. Consent to one (1) assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

6.4.5 PROCEEDS OF SUBLEASE OR ASSIGNMENT. Fifty percent (50%) of any proceeds (net of any costs incurred by Tenant in subletting to subtenant), in excess of the sum of Base Rent and Tenant's Pro Rata Share of Excess Operating Costs, which is received by Tenant pursuant to an assignment or subletting consented to by Landlord shall be remitted to Landlord as extra Rent within ten (10) days of receipt by Tenant net of any costs Tenant incurs in subletting space. For purposes of this paragraph, all money or value in whatever form received by Tenant from or on account of any party as consideration for an assignment or subletting shall be deemed to be proceeds received by Tenant pursuant to an assignment or subletting.

6.5 ESTOPPEL CERTIFICATE. From time to time and within ten (10) days after request by Landlord, Tenant shall execute and deliver a certificate to any proposed lender or purchaser, or to Landlord, certifying, with any appropriate exceptions, (a) that this Lease is in full force and effect without modification except as noted, (b) the amount, if any, of prepaid Rent and Security Deposit paid by Tenant to Landlord (and not returned to Tenant), (c) the nature and kind of concessions, rental or otherwise, if any, which Tenant has received or is entitled to receive, (d) that Landlord has performed all of its obligations due to be performed under this Lease and that there are no defenses, counterclaims, deductions or offsets outstanding or other excuses for Tenant's performance under this Lease as of such date, and (e) any other fact reasonably requested by Landlord or such lender, proposed lender or purchaser. Should Tenant fail to deliver such estoppel certificate within such ten (10) day period, then (i) the truth of the statements in the document submitted to Tenant for execution shall be conclusively presumed, and (ii) Landlord shall have the right, at its option, to immediately declare an Event of Default and pursue all remedies provided under Section 11.2 below.

6.6 BROKERAGE COMMISSIONS. Each of Tenant and Landlord represents to the other that no brokers or agents were instrumental in procuring or negotiating or consummating this Lease except for _____ ("Seller's Broker"). Landlord shall be responsible for paying Seller's Broker pursuant to separate written agreement. Each party agrees to defend and indemnify the other party against any loss, expense or liability incurred by the other party as a result of a claim by any other broker or finder claiming representation of the indemnifying party in connection with this Lease or its negotiation.

6.7 REGULATIONS. Except for pre-existing violations, Tenant shall, at Tenant's sole expense, comply with all applicable federal, state and local laws and regulations now in force or which may hereafter be in force relating to the Leased Premises and the use of the Leased Premises. Furthermore, by its taking possession of the Leased Premises, Tenant shall be deemed to agree, that Tenant has conducted an investigation of the Leased Premises and the acceptability of the Leased Premises for Tenant's use, to the extent that such investigation might affect or influence Tenant's execution of this Lease. Tenant acknowledges that Landlord has made no representations or warranties in connection with the physical condition of the Leased Premises or Tenant's use of the same upon which Tenant has relied directly or indirectly for any purpose, except as may be set forth herein. Tenant shall not commit waste, interfere with any other tenants in the Building, overload the floors, elevators, or structure of the Building, subject the Leased Premises to any use which would damage the Leased Premises or raise or violate any

insurance coverage required by this Lease or take any action that would impair parking or alter parking spaces.

6.8 HAZARDOUS MATERIALS REGULATIONS. Tenant shall strictly comply with all statutes, laws, codes, ordinances, rules, regulations and precautions now or hereafter mandated or advised by any federal, state, local or other governmental agency with respect to the use, generation, storage, or disposal of hazardous, toxic, or radioactive materials (collectively referred to as "Hazardous Materials"). Landlord shall have the right, but not the obligation, at all reasonable times to inspect the Leased Premises and to conduct tests and investigations to determine whether Tenant is in compliance with the foregoing provisions. As used herein, Hazardous Materials shall include, but not be limited to, those substances defined as "hazardous substances or pollutant or contaminant," "hazardous materials," "hazardous wastes," "toxic substances," "regulated substances," or other similar designations in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 6901, *et seq.*; the Resources Conservation and Recovery Act, 42 U.S.C. § 1801, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; paragraph 9001 of the Solid Waste Disposal Act, as amended by paragraph 601 of the Hazardous and Solid Waste Amendments of 1984; and any other federal, state or local governmental statutes, laws, ordinances, and codes, including any and all rules, and regulations, and precautions promulgated thereunder (collectively, "Environmental Laws"). Except as permitted by paragraph 6.1.3, Tenant shall not cause, or allow anyone else under the control of Tenant to cause, any Hazardous Material to be used, generated, stored, discharged, released or disposed of in, upon or about the Leased Premises, Project, or Building, including all common areas, without the prior written consent of Landlord, which consent may be withheld or revoked at any time, in the sole discretion of Landlord. Tenant's indemnification of Landlord pursuant to Section 10.1, hereof, shall extend to all liability, including all foreseeable and unforeseeable consequential damages and all fines, penalties, assessments or charges that may be assessed for the disposal, discharge or release of Hazardous Materials in, upon or about the Leased Premises, directly or indirectly arising out of the use, generation, storage, transportation, or disposal of Hazardous Materials by Tenant or anyone under Tenant's control. Neither the written consent by Landlord to the use, generation, storage, or disposal of Hazardous Materials nor the strict compliance by Tenant with all statutes, laws, ordinances, rules, codes, regulations, and precautions pertaining to Hazardous Materials shall excuse Tenant from Tenant's obligation to indemnification pursuant to this subsection. Tenant's obligation pursuant to the foregoing indemnity shall survive the termination of this Lease.

7. LANDLORD'S RESERVED RIGHTS.

7.1 ADDITIONAL RIGHTS RESERVED TO LANDLORD. Without notice and without liability to Tenant, or without effecting an eviction or disturbance of Tenant's use or possession, Landlord shall have the right to (a) grant utility easements or other easements in, or replat, subdivide or make other changes in the legal status of the land underlying the Leased Premises, the Building or the Project as Landlord shall deem appropriate in its sole discretion; provided such changes do not substantially interfere with Tenant's use of the Leased Premises for the Permitted Purpose; (b) enter the Leased Premises at reasonable times, and at any time in the event of an emergency, to inspect, alter or repair the Leased Premises or the Building and to perform any acts related to the safety, protection, reletting, sale or

improvement of the Leased Premises or the Building; (c) add to or take away from the Project (including the construction of additional improvements on the Project) any improvement or portion thereof, in which event the Rentable Square Footage of the Building and Tenant's Pro Rata Share shall be adjusted accordingly if affected by such changes; (d) install and maintain signs on and in the Building and the Project; and (e) make such regulations as, in the reasonable judgment of Landlord, may be needed from time to time for the safety of the tenants, the care and cleanliness of the Leased Premises, the Building and the Project and the preservation of good order therein. Notwithstanding the foregoing, however, such changes shall (i) be performed so as to not materially interfere with Tenant's use of the Leased Premises; and (ii) provide for reasonable, temporary alternative access, parking or services to the extent interruption thereof results from such changes.

7.2 {OMITTED}

8. CASUALTY AND UNTENANTABILITY.

8.1 TERMINATION BY LANDLORD. If the Building is made substantially untenable, or if Tenant's use and occupancy of the Leased Premises are substantially interfered with, due to damage to the common areas of the Building, or the Leased Premises are made wholly or partially untenable by fire or other casualty, Landlord may, by notice to Tenant within sixty (60) days after the damage, terminate this Lease, and Rent shall be abated from the time the fire or other casualty occurred.

8.2 RESTORATION OF PREMISES. If the Leased Premises are made partially or wholly untenable by fire or other casualty and this Lease is not terminated as provided above, Landlord shall restore the Leased Premises to the condition immediately prior to such casualty; excluding Tenant's personal property, equipment or trade fixtures.

8.3 TERMINATION BY TENANT. If the Landlord does not terminate this Lease as provided above, and Landlord fails within one hundred eighty (180) days after the date of such casualty to restore the damaged Common Areas or the Leased Premises to enable Tenant to reoccupy and use the Leased Premises in the manner contemplated by this Lease, Tenant shall have the right to terminate this Lease by giving Landlord prior notice within five (5) days after the end of such one hundred eighty (180) day period; provided that the time for Landlord to perform shall be extended by any delay caused by or attributable to Unavoidable Delay (as defined in Section 13.10 of this Lease). If Landlord determines that it will be unable to restore such damaged areas within such one such hundred eighty (180) day period, Landlord shall have the right to cease its performance and provide Tenant with written notice (the "Extension Notice") of such inability. The Extension Notice shall set forth the date on which Landlord reasonably believes that such damaged areas will be restored. Upon receipt of the Extension Notice, Tenant shall have the right to terminate this Lease by providing notice of termination to Landlord within five (5) days after the date of delivery of the Extension Notice. In the event that Tenant does not terminate this Lease within such five (5) day period, the time for the Landlord to restore such damaged areas shall be extended to be the date set forth in Landlord's Extension Notice or amended Extension Notice as the case may be.

8.4 RENT; PRORATIONS. In the event of termination of this Lease pursuant to this Section 8, Rent shall be prorated on a per diem basis and paid to the date of the casualty, unless the Leased Premises shall be tenantable, in which case Rent shall be payable to the date of the Lease termination and if only partly tenantable, Tenant shall receive abatement to the extent that portion is untenable. If the Leased Premises are wholly untenable and this Lease is not terminated, Rent shall abate on a per diem basis from the date of the casualty until the Leased Premises are ready for occupancy by Tenant. If part of the Leased Premises are untenable, Rent shall be prorated on a per diem basis and partially abated in accordance with the part of the Leased Premises which is usable by Tenant until the damaged part is ready for Tenant's occupancy. Notwithstanding the foregoing, if any damage was proximately caused by an act or omission of Tenant, its employees, agents, contractors, licensees or invitees, then, in such event, Tenant agrees that Rent shall not abate or be diminished during the term of this Lease.

9. CONDEMNATION.

9.1 RENT ABATEMENT. If all or any part of the Leased Premises shall be taken under power of eminent domain or sold under imminent threat to any public authority or private entity having such power, this Lease shall terminate as to the part of the Leased Premises so taken or sold, effective as of the date possession is required to be delivered to such authority. In such event Base Rent and Tenant's Pro Rata Share of Excess Operating Costs shall abate in the ratio that the portion of Tenant's Square Footage taken or sold bears to Tenant's Square Footage.

9.2 LEASE TERMINATION. If a partial taking or sale of the Leased Premises, the Building or the Project (a) substantially reduces the Tenant's Square Footage, resulting in an inability of Tenant to use the Leased Premises for the Permitted Purpose, or (b) renders the Building or the Project commercially unviable to Landlord, in Landlord's sole opinion, either Tenant in the case of (a), or Landlord in the case of (b), may terminate this Lease by notice to the other party within thirty (30) days after the terminating party receives written notice of the portion to be taken or sold. Such termination shall be effective one hundred eighty (180) days after notice thereof, or when the portion is taken or sold, whichever is sooner. All condemnation awards and similar payments shall be paid and belong to Landlord, except for any amounts awarded or paid specifically to Tenant by the acquiring agency for removal and reinstallation of Tenant's trade fixtures and personal property, Tenant's moving costs or Tenant's goodwill.

10. INDEMNITY, SUBROGATION AND WAIVER.

10.1 INDEMNITY. Tenant agrees to defend, indemnify and save harmless Landlord against and from any and all claims, demands, actions, damages, liability and expense in connection with or for loss of or damage to property or injury or death to any person from any cause whatsoever while in, upon or about the Leased Premises, or from any such claim, demand or the like arising from or out of any occurrence in, upon or about the Leased Premises, by or on behalf of any person, firm or corporation arising from Tenant's use of the Leased Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant, in, upon or about the Leased Premises, and Tenant shall further defend, indemnify and save Landlord harmless against and from any and all claims arising from

any Event of Default (defined in Section 11.1 below), or arising from any act or negligence of Tenant, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in or arising from any such claim or action or proceeding brought thereon; and in case any action or proceeding is brought against Landlord by reason of any such claim, Tenant upon notice from Landlord covenants to resist or defend at Tenant's expense such action or proceeding by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property in, upon or about the Leased Premises, the Building or the Project from any source and to whomever belonging, and Tenant hereby waives all claims in respect thereof against Landlord, except to the extent such damage is caused by Landlord's gross negligence or willful misconduct. The foregoing waiver shall inure only to the benefit of Landlord and its agents, and the exception to such waiver for Landlord's gross negligence or willful misconduct shall inure only to the benefit of Tenant and its agents and to no other party.

10.2 WAIVER OF SUBROGATION. Tenant and Landlord release each other and waive any right of recovery against each other for any claims for loss or damage to any person, which occurs in, upon or about the Leased Premises, the Building or the Project, whether due to the negligence of either party, their agents, employees, officers, contractors, licensees, invitees or otherwise, if such loss or damage is insured against under an insurance policy carried by the releasing party and in force at the time of such loss or damage, and to the extent of the proceeds received from such policy. Tenant and Landlord agree that all policies of insurance obtained by either of them in connection with the Leased Premises shall contain appropriate waiver of subrogation clauses. The provisions of this Section 10.2 shall survive the expiration or termination of this Lease with respect to any claims or liability arising from events occurring prior to such expiration.

10.3 LIMITATION OF LANDLORD'S LIABILITY. The obligations of Landlord under this Lease do not constitute personal obligations of the individual managers, members, partners, shareholders, directors, officers, employees, or agents of Landlord, and Tenant shall look solely to Landlord's interest in the Building and to no other assets of Landlord, for satisfaction of any liability in respect of this Lease. Tenant will not seek recourse against the individual managers, members, partners, shareholders, directors, officers, employees or agents of Landlord or any of their personal assets for such satisfaction. Notwithstanding any other provisions contained herein, Landlord shall not be liable to Tenant, its contractors, agents or employees for any consequential damages or damages for loss of profits.

11. TENANT'S DEFAULT AND LANDLORD'S REMEDIES.

11.1 TENANT'S DEFAULT. It shall be an "Event of Default" if Tenant shall (a) fail to pay when due any (i) monthly installment of Base Rent or of Tenant's Pro Rata Share of Excess Operating Costs, (ii) or any other Rent; (b) violate or fail to perform any of the other conditions, covenants or agreements herein made by Tenant, and such violation or failure shall continue for thirty (30) days after written notice thereof to Tenant by Landlord except that if within the thirty (30) day period Tenant commences and thereafter proceeds diligently to remedy the violation or failure, Tenant shall not be in default hereunder if Tenant has fully and completely remedied such violation or failure on or before the date which is sixty (60) days from the effective date of such notice from Landlord to Tenant of such violation or failure; (c) make a general assignment for the benefit of its creditors or file a petition for bankruptcy or other reorganization, liquidation, dissolution or similar relief; (d) have a proceeding filed against Tenant seeking any relief mentioned in (c) above which is not discharged within sixty (60) days thereafter; (e) have a trustee, receiver or liquidator appointed for Tenant or a substantial part of its property; (f) abandon or vacate the Leased Premises for more than six (6) consecutive months; or (g) default under any other space lease within the Building or Project.

11.2 REMEDIES ON DEFAULT. Landlord shall have the following remedies if Tenant commits an Event of Default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law or in equity.

11.2.1 CONTINUE LEASE. Landlord may continue this Lease in full force and effect. In such case, the Lease will continue in effect so long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect Rent when due. During the period such Event of Default continues, Landlord can enter the Leased Premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all reasonable costs Landlord incurs in reletting the Leased Premises including, without limitation, broker's commissions, expenses of remodeling the Leased Premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining term of this Lease. Tenant shall pay to Landlord the Rent due under this Lease on the date the Rent is due, less the Rent Landlord receives from any reletting. No act by Landlord allowed by this paragraph shall terminate this Lease unless Landlord notifies Tenant that Landlord elects to terminate this Lease.

11.2.2 TERMINATE LEASE. Landlord can terminate Tenant's right to possession of the Leased Premises at any time. No act by Landlord other than giving written notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the Leased Premises or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:

- (a) The amount of the unpaid Rent and any other amounts that are due at the time of termination of this Lease;
- (b) The amount of Rent due for the remainder of the Term of the Lease, subject to Landlord's duty to mitigate its damages.
- (c) Any other reasonable amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by such Event of Default, including, without limitation, any unamortized brokerage commissions attributable to this Lease, or any unamortized costs of tenant improvements.

11.2.3 RECEIVER. Landlord shall have the right to have a receiver appointed to collect Rent. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by Landlord to terminate this Lease.

11.2.4 COST OF RE-LETTING PREMISES. Upon the occurrence of an Event of Default and Landlord's reentering of the Premises, Tenant agrees to pay to Landlord, as an additional item of damages, the reasonable cost of repairs, alterations, redecorating, lease commissions and Landlord's other expenses incurred in reletting the Leased Premises to a new tenant.

11.2.5 WAIVER. Tenant hereby waives any right of redemption or relief from forfeiture under any present or future law, if Tenant is evicted or Landlord takes possession of the Leased Premises by reason of the occurrence of any Event of Default hereunder.

12. TERMINATION.

12.1 SURRENDER OF LEASED PREMISES. On expiration of this Lease, if no Event of Default exists, Tenant shall surrender the Leased Premises in the same condition as when the Lease Term commenced, ordinary wear and tear excepted. Except for furnishings, trade fixtures and other personal property installed at Tenant's expense, all alterations, additions or improvements, whether temporary or permanent in character, made in or upon the Leased Premises, either by Landlord or Tenant, shall be Landlord's property and at the expiration or earlier termination of the Lease or any renewal term shall remain on the Leased Premises without compensation to Tenant; provided that, if Landlord requests in writing, Tenant shall, at its expense and without delay, remove any alterations, additions or improvements, that are not defined as Landlord's property made to the Leased Premises by Tenant and designated by Landlord to be removed, and repair any damage to the Leased Premises or the Building or the Project caused by such removal. If Tenant fails to repair the Leased Premises, Landlord may complete such repairs and Tenant shall reimburse Landlord for such repair and restoration. If Tenant fails to remove such property as required under this Lease, Landlord may dispose of such property in its sole discretion without any liability to Tenant, and further may charge the cost of any such disposition to Tenant.

12.2 HOLDOVER TENANCY. If Tenant shall hold over after the Lease Expiration Date or at the end of any Renewal Term, Tenant shall be deemed, at Landlord's option, to occupy the Leased Premises as a tenant from month to month. During such tenancy, Tenant agrees to pay Landlord, monthly in advance, an amount equal to One Hundred Ten percent (110%) of all Rent which would become due (based on Base Rent and Tenant's Pro Rata Share of Excess Operating Costs payable for the last month of the Lease Term or Renewal Term as applicable, together with all other amounts payable by Tenant to Landlord under this Lease), and to be bound by all of the terms, covenants and conditions herein specified. If Landlord relets the Leased Premises or any portion thereof to a new tenant and the term of such new lease commences during the period for which Tenant holds over, Landlord shall be entitled to recover from Tenant all costs and expenses, reasonable attorneys' fees, post-judgment collection costs, damages (including any reasonable relocation costs or other damages occasioned to such new tenant and asserted against Landlord) and loss of profits incurred by Landlord as a result of Tenant's failure to deliver possession of the Leased Premises to Landlord when required under this Lease, together with any other remedies provided to Landlord hereunder.

13. MISCELLANEOUS.

13.1 QUIET ENJOYMENT. Subject to the rights of Landlord to enter into the Leased Premises as provided in Section 7.1 hereof, if and so long as Tenant pays all Rent and timely keeps and performs each and every term, covenant and condition herein contained on the part of Tenant to be kept and performed, Tenant shall quietly enjoy the Leased Premises without hindrance by Landlord.

13.2 ACCORD AND SATISFACTION. No receipt and retention by Landlord of any payment tendered by Tenant in connection with this Lease shall constitute an accord and satisfaction, or a compromise or other settlement, notwithstanding any accompanying statement, instruction or other assertion to the contrary unless Landlord expressly agrees to an accord and satisfaction, or a compromise or other settlement, in a separate writing duly executed by Landlord. Landlord will be entitled to treat any

such payments as being received on account of any item or items of Rent, interest, expense or damage due in connection herewith, in such amounts and in such order as Landlord may determine at its sole option.

13.3 SEVERABILITY. The parties intend this Lease to be legally valid and enforceable in accordance with all of its terms to the fullest extent permitted by law. If any term hereof shall be stricken from this Lease to the extent unenforceable, the same shall be as if it never had been contained herein. Such invalidity or unenforceability shall not extend to any other term of this Lease, and the remaining terms hereof shall continue in effect to the fullest extent permitted by law, the same as if such stricken term never had been contained herein.

13.4 SUBORDINATION AND ATTORNMENT. This Lease and Tenant's rights hereunder are hereby made expressly subordinate to the lien of any mortgage or deed of trust and to the lien of any ground lease, together with any conditions, renewals, extensions or replacements thereof ("Superior Instruments"), now or hereafter placed, charged or enforced against any interest of Landlord in this Lease, in the leasehold estate thereby created or in the Leased Premises or the Building or the Project, together with any improvements included therein. If requested in writing by Landlord or any mortgagee, beneficiary or ground lessor of Landlord, Tenant agrees to execute a subordination agreement required to confirm the effect of the provisions of this paragraph; provided such party acquires and accepts the Leased Premises subject to this Lease and that, so long as Tenant is not in default under this Lease, the rights of Tenant hereunder shall not be disturbed by reason of the terms of any such Superior Instrument. If Tenant fails to execute and deliver any such documents or instruments within ten (10) business days following request therefor by Landlord, Tenant irrevocably constitutes and appoints Landlord as Tenant's special attorney-in-fact to execute and deliver any such documents or instruments.

In the event of any transfer in lieu of foreclosure or termination of a lease in which Landlord is lessee or the foreclosure of any Superior Instrument, or sale of the Property pursuant to any Superior Instrument, Tenant shall attorn to, and recognize as "landlord" hereunder, such purchaser, transferee or lessor and recognize such party as landlord under this Lease. The agreement of Tenant to attorn contained in the immediately preceding sentence shall survive any such foreclosure sale, termination of Landlord's interest, or transfer.

13.5 APPLICABLE LAW/CONSTRUCTION. This Lease shall be construed according to the laws of the State of Colorado and the provisions hereof shall be construed in accordance with their fair meaning. Each of the parties has agreed to the use of the particular language hereof (and in all attached Schedules), and any questions of doubtful interpretation shall not be resolved solely by any rule or interpretation providing for interpretation against the party who causes the uncertainty to exist or against the draftsman. The subject captions; use of different type fonts; or boldfaced, italicized or underlined words have been inserted for convenience only and shall not be used to alter or interpret the content of this Lease.

13.6 BINDING EFFECT. The covenants, conditions, warranties and agreements contained in this Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and permitted assigns.

13.7 TIME. Time is of the essence of this Lease.

13.8 ENTIRE AGREEMENT. This Lease and the Schedules attached set forth all the covenants, promises, agreements, representations, conditions, statements and understandings between Landlord and Tenant concerning the Leased Premises, the Building and the Project, and there are no representations, either oral or written between the parties other than those in this Lease. Without limiting the foregoing, Tenant, hereby, specifically waives any claims, rights, or defenses based on any warranties, representations or guarantees, whatever their form, made at any time, by any party, negligently made or otherwise, except those warranties, representations or guarantees contained in this Lease. This Lease shall not be amended or modified except in a writing signed by both parties. Failure to exercise any right in one or more instance shall not be construed as a waiver of the right to strict performance or as an amendment to or modification of this Lease.

13.9 NOTICES. All notices, consents and approvals pursuant to this Lease shall be in writing, sent by (a) reputable messenger or courier service; (b) a reputable private carrier of overnight mail; (c) personal delivery by agent of Landlord or Tenant; or (d) mailed by United States mail, postage prepaid, certified mail, return receipt requested, in each case addressed (i) to Landlord or Tenant at the address designated in Section 1.1, or (ii) to such other address as may hereafter be designated by either party by written notice. Such notice shall be effective on the earlier to occur of delivery to the stated address (or upon refusal to accept delivery) or if mailed, three (3) days after posting at a United States Post Office, when mailed by certified mail to Landlord or Tenant at the address designated in Section 1.1. Either party may change its address by providing notice as set forth herein.

13.10 FORCE MAJEURE. Except as otherwise provided in this Lease, the obligations of Tenant to pay Rent and perform all of the terms, covenants and conditions on the part of Tenant to be performed hereunder shall in no way be affected, impaired or excused because Landlord, due to Unavoidable Delay (as defined below), (a) is unable to fulfill any of its obligations under this Lease, or (b) is delayed in providing any service, equipment or fixtures expressly or impliedly to be provided, or (c) is unable to make or is delayed in making any repairs, replacements, additions, alterations or decorations. To the extent Landlord is unable to fulfill its obligations under this Lease due to Unavoidable Delay, Landlord is excused from the performance of such obligations; provided that Landlord shall in each instance exercise reasonable diligence to effect performance when and as soon as reasonably practicable. Landlord, however, shall not be obligated to pay overtime labor rates.

13.10.1 UNAVOIDABLE DELAY shall mean any and all delay beyond Landlord's reasonable control, including without limitation, Tenant Delay; governmental restrictions, regulations, controls, preemptions or delays; orders of civil, military or naval authorities; strikes, labor disputes, lock-outs, shortages of labor or materials or reasonable substitutes therefor; delays caused by manufacturers and suppliers of goods and materials; Acts of God; fire, earthquake, floods, explosions or other casualties; extreme weather conditions or other actions of the elements; enemy action, civil commotion, riot or insurrection.

13.10.2 *TENANT DELAY* shall mean any and all delay caused by any act or omission attributable to Tenant, or any of Tenant's agents, contractors, servants, employees, or licensees.

13.11 ATTORNEYS' FEES; PREJUDGMENT INTEREST. If the services of an attorney are required by any party to secure the performance hereof or otherwise upon the breach or default of another party to this Lease, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, costs, expert witnesses fees, post-judgment collection costs, and other expenses, in addition to any other relief to which such party may be entitled. Any award of damages following judicial remedy or arbitration as a result of the breach of this Lease or any of its provisions shall include an award of prejudgment interest from the date of the breach or default at the maximum amount of interest allowed by law.

13.12 AUTHORITY. Tenant warrants and represents that it has full authority to enter, into this Lease; that this Lease constitutes a binding obligation on behalf of Tenant, and that the individual signing on behalf of Tenant is duly authorized to bind Tenant hereto.

13.13 PARTIES' APPROVALS. Except as otherwise herein expressly provided, whenever consent or approval of either party is required, that party shall not unreasonably withhold or delay such consent or approval.

13.14 FINANCIAL STATEMENTS. Tenant acknowledges that, prior to its execution of this Lease, and as a condition to Landlord waiving the requirement of a Security Deposit, Tenant has delivered to Landlord current financial statements of Tenant, and hereby represents and warrants that such financial statements are true and correct in all material respects. In addition, within ten (10) days after Landlord's written request, at any time and from time to time, Tenant shall deliver to Landlord updated, audited financial statements of Tenant.

13.15 RECORDING. Neither Landlord nor Tenant shall record this Lease or any memorandum thereof.

13.16 COUNTERPARTS. This Lease may be executed in counterparts, each of which shall be deemed an original signature and which collectively shall form one agreement.

Signatures on following page.

This Lease is executed as of this ____ day of _____, 2024.

LANDLORD:

DLB PROPERTIES, LLC.
a Colorado limited liability company

By: _____
Dale L. Boehner, Manger

TENANT:

By: _____
Title: _____

SCHEDULE 1
DESCRIPTION OF PREMISES

DRAFT

**SCHEDULE 2
IMPROVEMENTS**

DRAFT

SCHEDULE 3

BASE RENT

Period	Annual Base Rent Per Rentable Square Foot	Monthly Base Rent
___/___/20___ - ___/___/20___	\$__./__ / rsf	\$_,___ / month
___/___/20___ - ___/___/20___	\$__./__ / rsf	\$_,___ / month

In addition to the foregoing Base Rent, Tenant shall be responsible for payment of Excess Operating Costs, and other costs, as set forth in the attached Lease.