

## LEASE AGREEMENT

THIS LEASE AGREEMENT, made this [ ] day of [ ] 2022 by and between 723 Main 80501 LLC, a Colorado limited liability company, as Landlord, and [ ] as Tenant 1 leasing Unit 1.

WITNESSETH, THAT, in consideration of the covenants herein, it is agreed:

### 1. Lease of Premises.

The Landlord hereby leases to Tenant 1, and Tenant 1 hereby leases from the Landlord, Unit 1 located at 723 Main Street, Longmont, Colorado located in Boulder County, Colorado, together with all appurtenances thereto, and all fixtures attached thereto, in present condition, hereinafter referred to as the "Leased Premises", the "leased premises" or the "premises" and containing approximately 2,082 rentable square-feet (includes pro-rata of shared common area restrooms and the break room area). Tenant 1 shall be subject to the Architectural Review & Approvals of Tenant 1 improvements by Landlord, approvals of which shall not be unreasonably withheld. In addition, Tenant 1 shall be entitled to the non-exclusive use of one available parking space on the land, provided such non-exclusive use permitted shall not unreasonably interfere with the needs of other occupants of the adjoining portions of the building, neighbors or lands located at 721-729 Main Street. Landlord reserves the right to designate such exclusive and/or non-exclusive parking areas to serve Tenant 1 and other lessees of the property owned by Landlord if parking problems occur. Landlord shall not be liable, nor shall Landlord be required to monitor or enforce the parking spaces used by other Tenants on the lands or any parking spaces attributable to the unit owned by Landlord. Tenant 1 invitees and employees shall park in the 2-hour parking spaces at adjacent "Roosevelt Public Parking & Main Street Parking" additional All Day City parking is located off Coffman Street at the City of Longmont RTD Park and Ride lot. The premises leased pursuant to this Agreement are described and depicted on the drawing attached as Exhibit "A".

### 2. Condition of Property.

No representation, statement or warranty, express or implied, has been made by or on behalf of Landlord as to such condition, or as to the use that may be made of such premises. In no event shall the Landlord be liable for any defect in such premises or for any limitation on its use. Upon Tenant 1 occupying the leased premises, Tenant 1 shall be deemed to have accepted the improvements in "As-Is" condition. Except as otherwise provided in this Agreement, Tenant 1 shall return the premises to Landlord upon expiration or termination of this Agreement, in the condition delivered to Tenant, ordinary wear and tear excepted. (Note: The building was fully gutted and remodeled, everything is very new at this point, no known defects exist to our knowledge).

### 3. Term.

A. The term of this Agreement shall be for [ ] years, commencing on [ ], 2022 (the "Lease Commencement Date") and ending on [ ].

B. Provided Tenant 1 is not in default with respect to any of its duties or obligations under this Agreement which default has not been cured within the time periods allowed by Section 21, Tenant 1 shall have the right to renew this lease agreement for two additional terms of three (3) year(s). In order to secure lessors, Landlord shall give Tenant 1 a minimum of 120 days written notice of all increases in rental rates except as outlined in this lease. Tenant 1 shall give Landlord 90 days written notice, prior to the expiration date of the then existing lease term, of intent to terminate, renew or extend lease. Any such renewal term shall be upon the same terms and conditions contained in this Agreement, except that rental for the lease years of the option period shall increase based on the terms as set forth in Section 5.D. below.

C. Should Tenant 1 hold over and remain in possession of the leased premises after the expiration of this Agreement without the Landlord's consent, it shall not be deemed or construed to be a renewal or an extension of this Agreement but shall only operate to create a month to month tenancy which may be terminated by the Landlord or Tenant 1 at the end of any month upon ten days prior written notice to the other party and the monthly rental rate payable during such holdover period shall be at a rate of 125 percent of the prior monthly rental payment owed under this Agreement.

#### 4. Delivery of Possession.

Tenant 1 shall be entitled to possession of the leased premises at noon on the date of commencement of the lease term. (Or date of early occupancy if granted under Section 3A of this agreement)

#### 5. Rental.

Tenant 1 shall pay to the Landlord, at such place as the Landlord may designate in writing the following rent:

A. Initial Base Rental. Base rental of \$ [redacted] psf, (plus additional CAM) for the initial term of this Agreement, payable in installments of \$ [redacted] per month (\$ [redacted] annually) with 1<sup>st</sup> rent due [redacted], 2022, and each subsequent monthly rent due in advance on the first day of each month. If the lease term includes only a part of any month, rental for such part of a month shall be prorated accordingly and paid in advance.

B. Tenant 1 agrees to pay Landlord the first month's rent payment will be due by [redacted], 2022, last rent payment will be due [redacted].

C. Increase in Base Rental. On the first annual anniversary of the Lease Commencement Date, the base rental payable by tenant shall increase 4.0%.

D. Tenant 1 shall have a two (2) year option to renew the lease with two (2) months' notice to Landlord. The option term rental rate shall be \_\_\_\_\_ / rentable square foot, without yearly Base Rental increases.

E. Late Charge. Tenant 1 will pay a late charge equal to five percent of any monthly rental payment not paid within seven days of when due as the reasonable estimate of the administrative cost and other costs incurred by Landlord.

F. CAM and Other Charges. Commencing on the Lease Commencement Date, Tenant 1 shall pay to the Landlord its pro-rata share equal to of the cost of maintaining the Leased Premises, all common areas and property owned by the Landlord (as such areas are designated by Landlord). This is estimated at \$5.17 / rentable square foot with first payment due starting [redacted]. All CAM charges are due starting at the lease agreement date.

Pro-rata share for Tenant 1 shall be 76% and Pro-rata share for Tenant 2 shall be 24% for the term of this lease.

Pro-rata CAM shall include, but shall not be limited to: Building Insurance, Taxes, Trash Service, Internet, IT Equipment Maintenance, Building Maintenance, Building Repairs and Common Area supplies.

Currently Included in CAM, Landlord shall provide:

- 1) Shared internet access using NextLight Communications 25MBPS Symmetrical service.
  - a. Upgrades to service speeds will be Tenant 1 sole cost.
- 2) 22 (twenty two) hardwired internet ports available for use.
- 3) Public access wi-fi connection
- 4) Shared access to 10 camera security system (additional cameras = additional cost to Tenant 1)
- 5) Break Room equipment: Microwave, Fridge, Coffee Maker, Espresso Machine
- 6) Trash service, emptied bi- weekly (extra empties will be at actual cost, Tenant 1 responsibility)
- 7) Periodic washing of the Main Street façade

Landlord assumes and includes the first \$212 of the shared utility costs monthly for water, sewer, electric, gas & storm sewer fees. Monthly expenses above the \$212 monthly will be the sole expense of Tenant 1. Landlord has 18-months of only Unit 2 usage for utility costs recorded as a basis included utility costs.

Non Pro-rata utilities shall be due as additional monthly CAM paid solely by Tenant 1 and shall include (but not limited to) dedicated phone services, gas, electric, water, sewer and added phone line features / usage, added internet features additional trash removal if requested.

Landlord may estimate CAM costs and compute the additional rent initially based upon such estimate. Such additional rent is payable in equal monthly installments, in advance, on the first day of each month, beginning on the Lease Commencement Date of this Agreement. If any readjustment results in the estimated payments collected for the prior period being less than the actual costs, Tenant 1 shall pay such deficiency within 30 days from the date notice is given by Landlord to Tenant 1 requesting such payment.

The parties agree that for the premises leased by Tenant 1, Tenant 1 shall be responsible for the invoices & dues related to the property owned by Landlord as set forth and Tenant 1 shall be solely responsible for such items. Special Assessments that are not for the cost of maintaining the Leased Premises, shall not be included in the CAM.

Special Assessments shall include costs of exterior major improvements to the property which extend beyond the property reserves available. Special Assessments shall include, but shall not be limited to, concrete repairs, asphalt replacement, roofing, building painting, asphalt sealing, asphalt resurfacing, parking striping, parking area maintenance & repairs.

The parties agree that the initial estimate of the Tenant's costs related to CAM & Landlord's maintenance items set forth above are as estimated in Section 5.F. If the readjustment provisions concerning estimated payments of Section 5.F. and 8 concerning maintenance, Section 11 regarding taxes, and Section 13 regarding insurance, results in the estimated maintenance, taxes and insurance payments collected for the prior calendar year being in excess of the actual costs, the amount of the excess shall be refunded by the Landlord, or applied to future rents owing under this Agreement, within 30 days of the determination that such estimated payments exceed the actual costs incurred by Landlord. If the basis for costs related to CAM & Landlord's maintenance items listed previously increases at any point during the lease, the monthly CAM charges will be increased pro-rata to Tenant 1 to cover increased costs.

The annual accounting shall be done in writing and submitted to the Tenant(s) within 45 days after Landlord has received all documents necessary to compute the actual expenses for a calendar year.

## 6. Use.

Tenant 1 may use and occupy the leased premises for the purposes of the following based on the following Tenant 1 described use:



Tenant shall not allow any odors, fumes, or vibrations on the leased premises, or any noise thereon which would cause disruption of normal activities on adjacent premises. Tenant 1 and Landlord agree to work together cooperatively and respectfully in identifying and resolving these issues. In the event building modifications are necessary to mitigate issues, the Tenant shall be allowed 60 days to remedy any violation of or default in this covenant. It shall be noted that the separation wall between Tenant 1 and the Common Area is a 2 hour firewall, constructed with sound dampening properties to improve the Tenant 1 peaceful and quiet enjoyment of the leased premises.

Tenant 1 shall not use or occupy nor permit the leased premises or any part thereof to be used or occupied for any unlawful business, use or purpose, nor for any business, use, or purpose deemed extra hazardous, nor for any purpose or in any manner which is in violation of any present or future governmental laws or regulations. It shall be Tenant 1 sole and exclusive responsibility to meet all health and safety, fire and safety regulations of any governmental entity having jurisdiction over the leased premises, at Tenant 1 sole expense. The leased space does not permit: tattooing, fitness or exercise / gym uses. Landlord specifically prohibits leased premises for being used in manufacturing, distribution or sale of: e-cigarettes or vape products and all related products or sale of cigarettes or nicotine related products. Landlord (and mortgage holder) specifically prohibit use, sale, possession, growth, extraction or refinement of any Marijuana, cultivation or processing of hemp or marijuana within the Landlord's property or any leased area of the premises. It is specifically stated that CBD oils, purchased offsite, may be onsite, augmented and sold onsite only as allowed by State of Colorado law, provide the odors are fully contained within the Tenant 1 premises and do not affect the peaceful enjoyment of the other tenant(s), public, or patrons visiting 723 Main St Unit 1.

Certified / trained ADA service animals are exempt from restrictions imposed by this lease. Emotional Support Animals (ESA) will be allowed only as required by local / state / federal law. Animals and pets shall not be allowed within the leased premises unless specifically permitted in writing by Landlord. (Animal, Pet & ESA additional damages deposit and insurance may be required).

Tenant 1 agrees to comply with all matters set forth in such in Section 6 "Use". Tenant 1 shall indemnify the Landlord against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims, and demands, including reasonable attorney's fees, arising out of any violation of or default in these covenants by Tenant 1.

#### 7. Possession and Quiet Enjoyment.

Tenant 1, upon the payment of the rent herein reserved and upon the performance of all the terms of this Agreement, shall at all times during the lease term and during any extension or renewal term, peaceably and quietly possess and enjoy the leased premises without any disturbance from the Landlord or from any other person claiming through the Landlord.

#### 8. Maintenance and Repairs.

The Landlord shall be responsible for maintenance of the building structure, building roof structure, building roof insulation, building roof decking, building roofing, HVAC, hot water heater and mechanical system(s), exterior brick / CMU block finish of building, the common area(s) and the parking lot, with the cost of such maintenance to be included within the building Tenant(s) CAM charges / property CAM reserves.

In the event the negligence or willful actions of Tenant 1, its invitees, contractors or agents causes damages to the leased premises, the building, common areas or parking lot owned by the Landlord, Tenant 1 shall be liable for any damages and claims above and beyond the regular dues charged as CAM, with Tenant 1 to be responsible for such costs by payment as additional rent, within 10 days of receipt of an invoice. All other maintenance and repairs of leased premises shall be performed by Tenant 1, at its own sole expense, including all necessary repairs to electrical systems, window glass, doors, fixtures, interior decorations, and all other appliances and appurtenances belonging thereto which are not specifically the obligation of the Landlord as set forth herein. Such repairs and replacements, interior and exterior, ordinary as well as extraordinary, shall be made promptly, as and when necessary. All such repairs and replacements shall be in quality and class at least equal to the original work. On default of Tenant 1 in making such repairs or replacements, the Landlord may, but shall not be required to, make such repairs and replacements for Tenant 1, and the expense thereof shall constitute and be collectable as additional rent, together with interest thereon at the rate of eighteen percent per annum until paid. Tenant 1 shall not allow or permit any waste on the leased premises, and shall keep the leased grounds (Main Street frontage inclusive, excluding alley & parking area) free from accumulations of trash or debris. The Landlord shall be responsible for periodic washing of the Main Street façade. Tenant 1 shall be responsible for ground floor elevation snow removal, watering and maintaining the landscaped area within Main Street associated with the leased premises.

Tenant 1 shall be solely responsible for completing permitting of the leased space and modifying any existing walls, electrical, glass, ceiling, plumbing, etc. which is installed in the leased area.

#### 9. Condition Upon Surrender.

Tenant 1 shall vacate the leased premises in the same condition and repair in which the premises are delivered to Tenant 1, ordinary wear and tear excepted (Holes in walls, repainting, broken items, damaged doors, Damaged Floors, broken chipped or cracked glass etc would be considered beyond wear & tear) and shall remove all of Tenant 1 property therefrom so that the Landlord can repossess the leased premises not later than noon on the day upon which this Agreement or any extension thereof ends, whether upon notice or by holdover or otherwise. The Landlord shall have the same rights to enforce this covenant by ejectment and for damages or otherwise as for the breach of any other condition or covenant of this Agreement. Except as otherwise provided herein, Tenant 1 may at any time prior to or upon the termination of this Agreement or any renewal or extension thereof, remove from the leased premises all materials, equipment, and property of every other sort of nature, installed or owned by Tenant 1 thereon, provided that such property is removed without substantial injury to the leased premises. No injury shall be considered substantial if it is promptly corrected by restoration to the condition prior to the installation of such property. Any such property not timely removed prior to the termination of the lease term shall become the property of the Landlord.

#### 10. Alterations.

Tenant 1 shall have the right, from time to time, to make all such non-structural alterations and improvements to the leased premises as may be reasonably necessary or appropriate, for the conduct of Tenant 1 business, provided that prior to commencement of any such work, the Landlord shall in each case have approved in writing the plans and specifications for such work and provided Tenant 1 engages contractors approved by Landlord in its sole discretion. All work done by Tenant 1 shall conform to all applicable governmental regulations and requirements with all required permits to be paid for by Tenant 1. If any such work done by Tenant 1 causes damage to the building structural portions, building roof, floor or windows on the leased premises, then the costs of all maintenance and repairs to such damaged building components shall thereafter be the responsibility of Tenant 1. Notwithstanding the fact that alterations may be made by Tenant 1, during the lease term or any renewal or extension of such term, Tenant 1 shall have the duty to return the leased premises, upon termination or expiration of

the lease, to the Landlord in the same condition as when received by Tenant 1, ordinary wear and tear excepted. Tenant 1 shall provide plans depicting proposed improvements to Landlord, designating any fixed, permanent or semi-permanent proposed installations that Tenant 1 proposes to leave in place without removal upon lease termination. All such alterations, improvements and fixtures in place, designated to remain upon lease termination shall be and remain the property of Landlord. Further, in connection with any improvements and alterations to the leased premises, Tenant 1 shall indemnify the Landlord from any lien arising out of any such work performed or materials furnished, and shall indemnify and hold harmless the Landlord from any liability or loss, of any type or nature, including reasonable attorney's fees, arising out of any lien or claim based on work performed or materials furnished. Landlord shall have the right to require Tenant 1 to furnish adequate bond or other security acceptable to Landlord for payment of any such work performed by Tenant 1, and shall have the right to require adequate lien waivers on any such work performed by Tenant 1. Landlord shall also have the right to post notice of non-liability for any such work, at appropriate places in the leased premises.

#### 11. Taxes, Dues and Assessments.

A. Landlord shall pay property taxes for 723 Main Street on the basis of \$7,605.98 / year and shall provide Tenant(s) with real property tax increases (or decreases) levied after time of lease commencement and issue a prorated monthly CAM increase (or prorated lease base rental amount decrease). Tenant 1 shall be liable for and agrees to pay pro rata share of the real property taxes, assessments or dues levied on or assessed against the leased premises and improvements made thereon during the term of this Agreement or any extension thereof and for its share of any real property taxes assessed against the property. Special assessments or dues levied against the property will be prorated between Tenant(s) with payment to Landlord due within 10 days from receipt of bill, dues as additional rent. This paragraph is intended to include all increases (or decreases) from year to year of real estate taxes, which may be levied, imposed or assessed by any level of government including municipal, local and county government, or by any special district and the Landlord.

B. Tenant 1 shall be liable for and agrees to pay all of the personal property taxes, business taxes, income taxes, retail taxes, state taxes, local taxes and federal taxes or any other assessment(s) levied or assessed against personal property or operations of Tenant 1 usage of the leased premises including but not limited to all fixtures placed in or upon the leased premises by the Tenant. Tenant shall not use or encumber the leased premises for any collateral or loans of any nature what-so-ever.

#### 12. Utilities.

Pro-rata share of Electric, Gas, Water shall be the responsibility of Tenant 1 after [REDACTED], 2022. The Landlord shall pay all charges for use of water (5/8- inch tap), gas, electricity, sewer with the pro-rata share of charges passed on to Tenant 1 as dues monthly (See Section 5 for pro-rata share) in addition to any CAM charges, within 10 days of receipt of an invoice. Tenant 1 shall pay for all charges prior to delinquency for gas, electricity, and telephone or other communication services or other utilities used, rendered, or supplied, upon or in connection with the leased premises.

Any utilities or services procured, secured or added to the leased premises by Tenant 1 shall be placed in Tenant 1 name immediately upon commencement of the lease term. Tenant 1 shall be solely responsible for the contract of these services and the completion and termination of the said contracts without any liability, obligations or financial responsibility of the Landlord.

If Tenant 1 leased space use, build-out, occupancy or City permitting requires the building to be Fire Sprinklered (Sprinkled), Tenant 1 will be responsible for full costs of installations, including utility connections building alterations, monitoring and permitting.

723 Main Street is supplied with a 220-volt, 125 Amp electric service. Tenant 1 shall be allowed use of the remaining capacity of this service. The Longmont building permits will require a Colorado Electrical Engineer evaluate the entire building electrical usage to ensure the meter capacity is not exceed. Usage metering for the entire building is currently installed for tracking of power usage. If the electrical usage audit and permit design determines that an increased electric meter amperage is required, all associated installation and service upgrade costs shall be paid by Tenant 1.

If water consumption fixtures are installed within Tenant 1 leased space, Tenant 1 will be responsible for submitting to the Landlord a water usage audit by a licensed Colorado Plumbing Engineer, based on current International Plumbing Code and approved by the City of Longmont and Landlord. Tenant 1 shall not install or cause to be installed water usage utilities that exceed the water meter capacity. If the water usage audit determines that an increased domestic water tap is required, all associated installation and service upgrade costs shall be paid by Tenant 1. (Note: A water consuming fixture is any fixture added that results in water from the City watermain to be used.)

If water consumption fixtures are installed within Tenant 1 leased space, Tenant 1 is responsible for submitting to the Landlord a sewer capacity audit by a licensed Colorado Plumbing Engineer, based on current International Plumbing Code and approved by the City of Longmont and Landlord. Tenant 1 shall not install or cause to be installed sewage devices or facilities that exceed the sewer system capacity. If the sewer capacity audit determines that a piping upsizing is required, all associated installation and service upgrade costs shall be paid by Tenant 1. Tenant 1 shall not use sewer system for wastewater containing anything but domestic discharges and shall provide pre-treatment devices for substances, including but not limited to: hygiene products, sand, paint, grease, oil, acid or other chemicals / materials prohibited by the City of Longmont or Landlord as previously noted or otherwise discharged as part of Tenant 1 business usage . Pre-treatment devices, maintenance of pretreatment devices and all associated installation and service upgrade costs for sewer services / treatment devices shall be paid by Tenant 1.

### 13. Insurance.

The Landlord shall insure the building superstructure which the Leased Premises are situated within against losses it deems proper and appropriate. Such insurance does not provide coverage for Tenant 1 improvements or Tenant 1 personal property. Tenant 1 shall provide insurance for leased premises.

Tenant 1 shall maintain, at the sole expense of Tenant 1, the following insurance throughout the term of this Agreement: *Insurance shall include 723 Main 80501 LLC as Additionally Insured with notification of cancellation.*

#### A. Liability

Commercial General Liability Insurance (ISO form or equivalent) naming Tenant as the named insured and Landlord and (at Landlord's request) Landlord's mortgagee (and managing agent), if any, as additional insureds, protecting Tenant and the additional insureds against liability for bodily injury, death and property damage occurring upon or in the Leased Premises, with a minimum combined single limit of \$2,000,000.00 and a general aggregate limit of \$4,000,000.00. If the policy also covers locations other than the Leased Premises, the policy shall include a provision to the effect that the aggregate limit of \$4,000,000.00 shall apply separately at the Leased Premises;

## B. Tenant Improvements.

- 1) To maintain low CAM / utility fees, Landlord requires that all lighting installed or used on the premises is LED (Light Emitting Diode) and all energy consumption appliances be energy star rated. All water consumption fixtures shall be "EPA Water Sense" rated low flow consumption. Exceptions to these efficiency requirements shall be approved in writing by the Landlord prior to installation as a lease addendum.
- 2) Tenant 1 shall maintain a "Special Form" property insurance covering all of Tenant 1 leasehold improvements, alterations, additions or improvements, trade fixtures, merchandise and personal property from time to time, in on or upon the Premises, in an amount not less than eighty percent (80%) of their full replacement cost from time to time during the term of this Agreement, providing protection against any peril included within an "All-Risk" policy. Insurance shall cover all of Tenant's property in, on or about the Leased Premises, and written for at least the full replacement cost with a deductible of not more than \$10,000.00.
- 3) Plate glass insurance covering all plate glass in the Leased Premises at a \$500 deductible with minimum coverage of \$10,000. Tenant shall be and remain liable for the repair and restoration of all such plate glass damages.
- 4) Tenant shall maintain business interruption insurance coverage, loss of income and extra expense insurance in amounts sufficient to pay for Tenant's expenses and lost income.
- 5) For sewer & water service alterations, see also Section 12 "Utilities".
- 6) Insurance covering all attached improvements and fixtures including ceiling, roof penetrations, electrical and light, partitioning walls, restrooms, carpeting, etc., whether provided by Landlord or not, in any amount not less than 100 percent (100%) of their full replacement cost value, providing protection against any peril included within the classification "All-Risk".
- 7) Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Agreement shall cease and terminate due to destruction of the premises.

## C. Other.

Against such other hazards and in such amounts as the holder of any mortgage or deed of trust which the lease is subordinate may require from time to time.

## D. Subrogation

Tenant hereby waives any and all rights of recovery against Landlord and against the officers, members, managers, employees, agents or representatives of Landlord for loss of or damage to property, if such loss or damage is covered by any insurance policy in force (or required to be in force) at the time of such loss or damage. Landlord hereby waives any and all rights of recovery against Tenant, and against the officers, employees, agents or representatives of Tenant, for loss of or damage to property, if such loss or damage is covered by any insurance policy in force (or required to be in force) at the time of such loss or damage.

## E. Other Provisions Regarding Tenant's Insurance.

All insurance required of Tenant 1 in this Agreement shall be effected under enforceable policies issued by insurers of recognized responsibility licensed to do business in this State. At least fifteen days prior to the expiration date of any such policy, a certificate evidencing such insurance shall be delivered by Tenant 1 to the Landlord. Within fifteen days after the premium on any policy shall become due and payable, the Landlord shall be furnished with satisfactory evidence of its payment. All policies of insurance shall name the Landlord as an additional insured and Tenant 1 as the insured, as their respective interests may appear. At the request of the



Landlord any insurance policy shall be made payable to the holders of any mortgage or deeds of trust to which this Agreement is at any time subordinate, as the interest of such holders may appear. To the extent obtainable, all policies shall contain an agreement by the insurers that any loss shall be payable to the Landlord or the holder of any such mortgage or deed of trust, notwithstanding any act or negligence of the Tenant which might otherwise result in forfeiture of such insurance, and that such policies shall not be canceled except upon ten (10) days prior written notice to the Landlord or the holders of any mortgage or deed of trust to whom loss may be payable, and that the coverage afforded thereby shall not be affected by the performance of any work in or about the Leases Premises.

#### 14. Right of Entry.

The Landlord and its representative may enter the leased premises at any reasonable time for the purpose of inspecting the leased premises, performing any work which the Landlord elects to undertake made necessary by reason of Tenant 1 default under the terms of this Agreement, exhibiting the leased premises for sale, lease, mortgage financing, or posting notices of non-responsibility under any mechanic's lien law.

#### 15. Casualty Damage.

If the Leased Premises, shall be so damaged by fire or other casualty as to render them wholly untenable, and if such damage shall be so great that a competent architect, in good standing, selected by Landlord shall certify in writing to Landlord and Tenant 1 that the Premises, with the exercise of reasonable diligence, cannot be made fit for occupancy within one hundred eighty (180) working days, then this Agreement shall cease and terminate from the date of the occurrence of such damage; and Tenant 1 thereupon shall surrender to Landlord the Premises and all interest hereunder, and Landlord may reenter and take possession of the Premises and remove Tenant 1 therefrom. Tenant 1 shall pay rent and other charges duly apportioned, up to the time of such termination of this Agreement.

If, however, the damage shall be such that said architect shall certify that the Premises can be made tenable within a one hundred eighty (180) day period, then, except as hereinafter provided Landlord shall repair the damage in a competent manner to the extent of the insurance proceeds received by Landlord.

If the fire or other casualty causing injury to the Premises or other parts of the building of which the Leased Premises form a part, shall have been caused by the negligence or misconduct of Tenant 1, its agents, servants, employees, or by any other person entering upon the Premises under express or implied invitation of Tenant 1, such injury shall be repaired by Landlord at the sole expense of Tenant 1.

In case the building of which the Leased Premises form a part, shall be so injured or damaged, whether by fire or otherwise (though the Premises may not be affected, or if affected, can be repaired within said one hundred eighty (180) days) that Landlord within sixty (60) days after the happening of such injury shall decide not to reconstruct or rebuild the Building, then, notwithstanding anything contained herein to the contrary, upon notice in writing to that effect given by Landlord to Tenant 1 within said sixty (60) days, Tenant 1 shall pay the rent properly apportioned up to such date, this Agreement shall terminate from the date of delivery of said written notice and both parties hereto shall be freed and discharged of all further obligations hereunder.

Notwithstanding the foregoing, in the event the holder of a mortgage granted by Landlord, covering the Leased Premises, fails to authorize the repair or restoration of the Premises or fails to release the insurance proceeds, or if Landlord elects not to restore the Premises at its sole election, then this Agreement shall terminate as of the date Landlord notifies Tenant 1 of such event and the rental payments and other charges due under the lease shall be apportioned to such notice date.

Tenant 1 leased premises is separated from the Common Area by a 2-hour fire wall. Tenant 1 shall construct any lease improvements desired (structural, electrical, plumbing etc) within the 2-hour fire wall so as not to compromise the effectiveness of the wall. Landlord shall complete the installation of the drywall installations of the fire wall. Tenant 1 shall maintain the 2-hour fire rating with all remaining construction / installations within leased premises.

#### 16. Condemnation.

If the whole of the Leased Premises or such portion thereof which will make the Leased Premises unsuitable for the purposes herein leased, is condemned for any public use or purpose by any legally constituted authority, then in either of such events this Agreement shall terminate from the time when possession is taken by such public authority and rental shall be accounted for as of the date of the surrender of possession. Landlord shall receive the entire award or consideration for the lands and improvements taken and Tenant 1 waives any claim to such award, except that Tenant 1 may separately claim and recover from the condemning authority the value of any personal property owned by Tenant 1.

#### 17. Assignment and Subletting.

Tenant 1 shall not assign, mortgage, or encumber this Agreement, nor sublet or permit the leased premises or any part thereof to be used by others, without the prior written consent of the Landlord in each instance. If this Agreement is assigned with Landlord's consent, or if the leased premises or any part thereof is sublet, or occupied by anyone other than Tenant 1, the Landlord may, after default by the Tenant 1, collect rent from the assignee, sub-tenant, or occupant and apply the net amount collected against all rent herein reserved. No such assignment, subletting, occupancy, or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, sub-tenant, or occupant as tenant, or a release of Tenant 1 from further performance by Tenant 1 of the covenants in this Agreement. The consent by the Landlord to an assignment or subletting shall not be construed to relieve the Tenant 1 from obtaining the consent in writing of the Landlord to any further assignment or subletting.

#### 18. Subordination to Mortgage.

This Agreement shall be subject and subordinate at all times to the lien of any existing mortgages and trust deeds and mortgages and trust deeds which hereafter may be made a lien on the leased premises. Although no instrument or act on the part of Tenant 1 shall be necessary to effectuate such subordination, Tenant 1 will, nevertheless, execute and deliver such further instruments subordinating this Agreement to the lien of any such mortgages or trust deeds as may be desired by the mortgagee or holder of such trust deeds. Tenant 1 hereby appoints the Landlord as his attorney in fact, irrevocably, to execute and deliver any such instrument for Tenant 1. Tenant 1 further agrees at any time and from time to time upon not less than ten days prior written request by Landlord, to execute, acknowledge, and deliver to Landlord a statement in writing certifying that this Agreement is unmodified and is in full force and effect (or if there have been modifications, that the lease is in force and effect as modified, and stating the modifications); that there have been no defaults thereunder by Landlord or Tenant 1 (or if there have been defaults, setting forth the nature thereof), and the date to which the rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this requirement may be relied upon by any prospective lender or by any prospective purchaser of all or any portion of Landlord's interest therein, or by the holder of any existing mortgage or deed of trust encumbering the leased premises. Tenant 1 failure to deliver such statement within such time shall be conclusive upon Tenant 1 (1) that this Agreement is in full force and effect, without modification except as may be represented by Landlord; (2) that there are no uncured defaults in Landlord's performance; and (3) that not more than one month's rent has been paid in advance. Further,

upon request, Tenant 1 shall supply to Landlord a corporate resolution certifying that the party signing this statement on behalf of Tenant 1 is properly authorized to do so, if Tenant 1 is a corporation.

#### 19. Indemnity.

Tenant 1 shall indemnify and hold harmless the Landlord from and against all liabilities, penalties, damages, judgments, and expenses, including reasonable attorney's fees incurred by Landlord in defending or satisfying any claim of any type or nature, including personal injury claims or property damage claims, arising out of the use, occupancy, or control of the leased premises or any of its appurtenances by Tenant 1.

(a) Except in the case of the gross negligence or willful misconduct of Landlord, Tenant shall indemnify, save harmless and, at Landlord's option, defend Landlord, from and against all claims, actions, damages, liability and expense, fines, penalties, suits, proceedings, actions and causes of action of every kind or nature, including without limitation reasonable attorneys' fees and expenses incurred by Landlord arising out of or in any way connected with Tenant 1 operations or the condition, use, or occupancy of the Leased Premises, or in any way arising out of the activities in the Common Areas or other portions of the property, premises, adjacent public use right of way, within the Tenant 1 space or its employees, servants or contractors, patrons or visitors.

(b) To the maximum extent permitted by law, Landlord, its partners and members, and their respective shareholders, partners, members, trustees, agents, representatives, directors, officers, employees and mortgagee(s) shall not be liable for, and Tenant waives all claims for, loss or damage to Tenant 1 business or injury or damage to person or property sustained by Tenant, or any person claiming by, through or under Tenant, resulting from any accident or occurrence in, on, or about the property, premises, adjacent public use right of way, within the Tenant 1 space, including, without limitation, claims for loss or damage resulting from: (i) any equipment or appurtenances being or becoming out of repair; (ii) wind or weather; (iii) any defect HVAC equipment, electric wiring, gas, water, railing or walk; (iv) broken glass; (v) the backing up of any sewer pipe or downspout; (vi) the escape of gas or water; (vii) water, snow or ice being upon the premises or coming into the Leased Premises; (viii) the falling of any fixture, plaster, tile, stucco or other material; or (ix) any act, omission or negligence of other tenants or the public. (c) Moreover, Tenant agrees that Landlord shall in no event and under no circumstances be responsible for any lost profits and/or any consequential, special, incidental or punitive damages incurred or sustained by Tenant, or its employees, agents, contractors or invitees as a result of or in any way connected to Tenant's occupancy of the Leased Premises.

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

#### 20. Security.

Tenant 1 shall deposit with the Landlord one month rent as security for the full and faithful performance by Tenant 1 of all the terms of this Agreement required to be performed by Tenant 1. Such sum shall be returned to the Tenant within 60 days after the expiration of this Agreement, provided Tenant 1 has fully and faithfully carried out all of its terms. Otherwise, the Landlord may use, apply, or retain the whole or any part of such amount to the extent required for the payment of any rent or other obligation as to which Tenant 1 is in default under the terms of this Agreement. In such event Tenant 1 shall upon written demand from Landlord, forthwith remit to Landlord a sufficient amount in cash to restore such deposit to its original amount. Landlord shall have the right to transfer

such security to the purchaser to be held under the terms of this Agreement, and the Landlord shall thereupon be released from all liability for the return of such security to Tenant 1, and Tenant 1 shall look solely to the new Landlord for the return of such security. Tenant 1 shall not be entitled to any interest on such security deposit. Tenant 1 shall not assign nor encumber the money deposited as security, and neither the Landlord nor its successors or assigns shall be bound by any such assignment or encumbrance.

## 21. Default.

The occurrence of any of the following shall constitute an event of default: (1) Delinquency in the due and punctual payment of any rent or additional rent payable under this Agreement. (2) Delinquency by Tenant 1 in the performance of or compliance with any conditions contained in this Agreement other than those referred to in the foregoing subparagraph (1), for a period of ten (10) days after written notice thereof from the Landlord to Tenant 1, except for any default not susceptible of being cured within such ten (10) day period, in which event the time permitted to Tenant 1 to cure such default shall be extended for as long as shall be reasonably necessary to cure such default, provided Tenant 1 commences promptly and proceeds diligently to cure such default, and provided further that such period of time shall not be so extended as to jeopardize the interest of the Landlord in this Agreement or so as to subject the Landlord or Tenant 1 to any civil or criminal liabilities. (3) Filing by Tenant 1 in any court pursuant to any statutes, either of the United States or any state, of a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of the Tenant 1 property, or an assignment by Tenant 1 for the benefit of creditors. (4) Filing against Tenant 1 in any court pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency or for reorganization, or for appointment of a receiver or trustee of all or a portion of Tenant 1 property, if within ninety days after the commencement of any such proceeding against Tenant 1 such petition shall not have been dismissed.

A. Upon the occurrence of an event of default, the Landlord at any time thereafter may give written notice to Tenant 1 specifying such event of default and stating that Tenant 1 possession under this Agreement shall terminate or in the alternative, that this Agreement shall terminate on the date specified in such notice, which shall be at least three days after the giving of such notice, and upon the date specified in such notice this Agreement and all rights of Tenant 1 shall terminate. Upon the expiration of this Agreement pursuant to this article, Tenant 1 shall peacefully surrender the Leased Premises to the Landlord, and the Landlord, at any time after such expiration, may without further notice reenter the Leased Premises and repossess it by force, summary proceedings, ejectment, or otherwise, and may dispossess Tenant 1 and remove Tenant 1 and all other persons and property from the Leased Premises and may have, hold, and enjoy the Leased Premises and the right to receive all rental income therefrom. In addition, Landlord shall have all legal remedies permitted by applicable laws or regulations.

B. At any time after any such termination the Landlord may relet the Leased Premises or any part thereof, in the name of the Landlord or otherwise, for such term (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Agreement) and on such conditions (which may include concessions or free rent) as the Landlord, in its reasonable discretion, may determine, and may collect and receive the rent therefore. The Landlord shall in no way be responsible or liable for any failure to relet the Leased Premises or any part thereof, or for any failure to collect any rent due upon any such reletting.

C. No such termination of this Agreement shall relieve Tenant 1 of its liability and obligations under this Agreement, and such liability and obligations shall survive any such termination. In the event of any such termination, whether or not the Leased Premises or any part thereof shall have been relet, Tenant 1 shall pay to the Landlord the rent and additional rent required to be paid by Tenant 1 up to the time of such termination and

thereafter Tenant 1, until the end of what would have been the term of this Agreement in the absence of such termination, shall be liable to the Landlord for, and shall pay to the Landlord, as and for liquidated and agreed current damages for Tenant 1 default: (1) The equivalent of the amount of the rent and additional rent which would be payable under this Agreement by Tenant 1 if this Agreement were still in effect, less (2) The net proceeds of any reletting effected pursuant to the provisions of paragraph B of this article, after deducting all the Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable attorney's fees, alteration costs, and expenses of preparation of such reletting. Tenant 1 shall pay such current damages, herein called deficiency, to the Landlord monthly on the days on which the rent and additional rent would have been payable under this Agreement if this Agreement were still in effect. Nothing herein contained shall limit or prejudice the right of the Landlord to prove and obtain damages by reasons of such termination.

D. Tenant 1 hereby expressly waives, so far as permitted by law, the service of any notice of intention to reenter provided for in any statute, or of the institution of legal proceedings to that end. Tenant 1, for and on behalf of itself and all persons claiming through or under Tenant 1, also waives any right of redemption or reentry or repossession or to restore the operation of this Agreement in case Tenant 1 shall be dispossessed by a judgment or by warrant of any court or judge or in case of reentry or repossession by the Landlord. In case of any litigation under this Agreement, the Landlord and Tenant 1, so far as permitted by law, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matter arising out of or in any way connected with this Agreement, the relationship of Landlord and Tenant 1, Tenant 1 use or occupancy of the Leased Premises, or any claim of injury or damage; and further agree that the party not in default shall be entitled to recover, from the party in default, all costs and reasonable attorney's fees incurred by the non-defaulting party in enforcing its rights under this Agreement.

E. The terms "enter", "reenter", "entry" or "reentry", as used in this Agreement are not restricted to their technical legal meaning.

F. Any amounts not paid by Tenant 1 to Landlord when due shall draw interest at the rate of eighteen percent per annum from due date until paid. Payment of such interest shall not excuse or cure any default by Tenant 1 under this Agreement.

G. No assent, express or implied, to any breach of one or more of the covenants or terms of this Agreement shall be deemed or construed to be a waiver of any succeeding or other breach.

H. As security for Tenant 1 payment of all rent, damages, and all other payments required to be made by this Agreement Tenant 1 hereby grants to Landlord a lien upon all property of Tenant 1 now or subsequently located upon the Leased Premises. If Tenant 1 abandons or vacates any substantial portion of the Leased Premises or is in default in the payment of any rentals, damage, or other payments required to be paid by this Agreement, Landlord may enter upon the Leased Premises, and take possession of all or any part of the personal property, and may sell all or any part of the personal property at a public or private sale, in one or successive sales, with or without notice, to the highest bidder for cash delivering to the highest bidder, all of Tenant 1 title and interest in the personal property sold. The proceeds of any such sale of personal property shall be applied by Landlord toward the cost of the sale and then toward the payment of all sums then due by Tenant 1 to Landlord under the terms of this Agreement and any excess shall be sent to Tenant 1. Landlord agrees to subordinate the lien granted herein, to a financial institution to permit Tenant 1 to pledge its personal property as collateral for a loan, provided, that the financial institution executes an agreement with Landlord that such lender agrees to remove collateral within forty-eight (48) hours of receipt of notice from Landlord that Tenant 1 is in default and if lender fails to timely remove such collateral that Lender shall be obligated to Landlord for the rent and additional rent accruing under the lease while the collateral remains on the Leased Premises.

I. Notwithstanding anything to the contrary contained herein, Landlord's liability under this Agreement shall be limited to Landlord's interest in the Leased Premises.

J. In addition to the remedies set forth above, in the event Tenant 1 defaults in the performance of this Agreement and Landlord initiates an action to obtain a writ of restitution or seeking damages, the remaining unamortized portion of the monies expended by Landlord, (based on a straight line amortization over the original term of this Lease together with nine (9) percent per annum interest rate), in constructing Tenant 1 finish items listed on Exhibit "B" (To be filed separately before construction begins) and all monies expended by Landlord in constructing any additional improvements requested by Tenant 1 shall become immediately due and owing and Landlord shall be entitled to recover such sums in any legal action initiated to enforce the terms of this Agreement or to recover possession of the Leased Premises.

## 22. HAZARDOUS MATERIALS INDEMNIFICATION

Tenant 1 and its agents, employees, contractors and invitees shall not engage in any business wherein hazardous substances are used or any hazardous materials released or threatened to be released, including, but not limited to, the business of generating, transporting, storing, treating or disposing of hazardous substances or hazard waste except in conformance with all applicable laws and regulations concerning the use, storage and transportation of hazardous materials. Hazardous Waste or Hazardous Materials shall include, but shall not be limited to, substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 et. seq.; or Colo. Rev. Stat. Sec. 25-16-101 et seq. or 25-15-101 et seq.; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. Sec. 1801 et seq.; and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sec. 6901 et seq. or any amendments or supplements thereto. The leased Premises shall not be used for the storing or disposal of waste or for storing or disposal of hazardous substances during the term of the lease except in conformance with all applicable laws and regulations concerning the use, storage and transportation of hazardous materials.

Tenant1 shall comply with all applicable environmental laws, rules and regulations concerning Tenant 1 business. Tenant 1 shall provide to Landlord copies of all reports required by environmental agencies within (15) fifteen days of filing.

Tenant 1 hereby agrees to indemnify Landlord and hold Landlord harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind and all costs and expenses incurred in connection therewith (including but not limited to attorneys' fees and expenses), arising directly or indirectly, in whole or in part, out of the presence on or under the leased Premises, of any Hazardous Materials (as defined herein) or any releases or discharges of any Hazardous Materials by Tenant 1 or any employees, agents, contractors or subcontractors of Tenant 1 or other persons occupying or present on the leased Premises, in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Materials at any time located or present on, under or about the leases Premises. The foregoing indemnity shall further apply to any residual contamination on or under the leased Premises or affecting any natural resources and to any contamination of any of the leased Premises and/or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any such Hazardous Materials and irrespective of whether any of such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances. All

obligations of Tenant 1 hereunder shall survive and continue after the expiration of this Agreement or its earlier termination for any reason.

For purposes of this Agreement, the terms "disposal," "release," "threatened release," "hazardous substances," and "hazardous wastes" shall mean and include any hazardous, toxic or dangerous waste, substance or material or any disposal, discharge, release or threatened release or any defined as such in any federal, state or local statute, law, ordinance, code, rule, regulations, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect.

23. Notices.

Any notice from one party to another, required by the terms of this Agreement, may be delivered in person to such party (delivery to one of two or more persons named as a party shall be effective notice to all), or shall be delivered by first class mail, postage prepaid, and shall be deemed given one day after the date mailed, addressed to the respective parties as follows:

LANDLORD:           723 Main 80501 LLC  
                              723 Main Street Suite 2  
                              Longmont, CO 80501

TENANT:               \_\_\_\_\_

                              \_\_\_\_\_

                              \_\_\_\_\_

24. Signs

Tenant 1 shall have sole full use of the sign on Main Street, but shall permit and be responsible for any and all design, modifications alterations, new face plates or new sign cabinet with their personal logo. Tenant reserves all right to install lit signage flush against the building and shall abide by city code and permitting.

Tenant 1 can obtain outdoor Main Street sidewalk permits or special use permits if desired at their sole cost.

Tenant shall place no signs or sign plaques on the Leased Premises without prior written consent of Landlord, which consent of shall not be unreasonably withheld. Landlord reserves the right to remove offensive, intolerant or inappropriate signs placed in tenant premises or on the building. All signs shall comply with applicable sign codes of the City of Longmont and Longmont Downtown Development Authority (LDDA) and shall be at Tenant 1 sole expense. Landlord makes no representation as to the availability of signage rights under applicable codes and Tenant 1 shall make its own determination of applicable codes.

25. Rules and Regulations

Landlord reserves for itself the right to adopt and promulgate reasonable rules and regulations applicable to the Leased Premises and from time to time amend or supplement said rules or regulations. Notice of such rules and regulations and amendments and supplements thereto shall be given to Tenant 1, and Tenant 1 agrees to comply with and observe such rules and regulations and amendments and supplements thereto provided that the same apply uniformly to all tenants of Landlord or the parties leasing property.

26. Integration and Amendment.

The parties agree that this writing represents the entire agreement between them and that there are no oral or collateral agreements or understandings of any kind or character except those contained herein. Neither this agreement nor any term or provision hereof may be changed, waived, discharged or terminated orally, or in any manner other than by instrument in writing signed by the parties or their duly authorized agent. In the event that any provision of this Agreement shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect pursuant to the terms hereof.

27. Miscellaneous Provisions.

The paragraph captions contained in this Agreement are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms or provisions hereof.

Time is of the essence of this Agreement and of all provisions herein.

This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

If any provisions of this Agreement shall be declared invalid or unenforceable, the remainder of the lease agreement shall continue in full force and effect.

This Agreement contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify, or discharge it in whole or in part, unless such executory agreement is in writing and signed by the party against whom the enforcement of the change, modification or discharge is sought.

28. Binding Effect.

This agreement shall bind and extend to the heirs, representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth opposite their respective signatures.

LANDLORD  
723 Main 80501 LLC  
A Colorado Limited Liability Company

TENANT

By \_\_\_\_\_  
Curtis Kostecki

\_\_\_\_\_

GUARANTEE

In consideration of the execution of the foregoing Lease Agreement by the parties thereto, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, by execution hereof, does personally guarantee each and every obligation and payment due from Tenant 1 as set forth in the foregoing Lease Agreement.

IN WITNESS WHEREOF, the undersigned executes this guarantee as of the date specified.



\_\_\_\_\_  
Guarantor:

\_\_\_\_\_  
Date

Address:

## Landlord Leased Premises Improvements

Landlord shall provide Tenant 1: Interior perimeter walls, 2-hour firewall (after Tenant 1 installation plumbing structural / plumbing / electrical within), two separate HVAC temperature zones for Tenant 1 use, concrete floor provided level to within 1/4-inch in a 10ft span, with no vertical changes exceeding 1/4-inch.

Landlord shall provide the following for the Tenant 1:

- 1) Assistance with design and layout for concept floor plans.
- 2) Provide access to Architect / engineering design team including design / plans currently available.
- 3) Electrical outlet boxes with wire installed as-is Tenant to complete wiring by licensed electrician.
- 4) Include (14) currently installed LED shop lighting fixtures for tenant to work with.
- 5) Landlord will make available to Tenant excess materials that are currently in the Landlords possession to build-out the Tenant Improvements.
- 6) Landlord shall hang on all walls for finish to be applied by Tenant 1.

## Tenant 1 Lease Premises Improvements

Tenant 1 agrees to incur improvement costs associated with Tenant 1 leasable space including but not limited to permitting, design, construction of: interior walls, electrical within interior walls, HVAC modifications to supply/return ducts within Tenant 1 space installed by landlord, flooring treatment and any other items necessary for the completion of Tenant 1 improvements. If review and approval of these drawings by licensed professionals are required to obtain permits and inspections leading to a certificate of occupancy these drawing reviews will be at cost to the Tenant. All HVAC zones are to be properly installed and balanced at Tenant 1 sole cost. Tenant 1 shall obtain the building Unit 1 address card from City of Longmont.

## Landlord Materials Available to Tenant 1

Tenant 1 can request a detailed list of materials available for Tenant 1 build-out at no charge including, but not limited to:

HVAC: ducts, dampers and balancing valves, thermostats

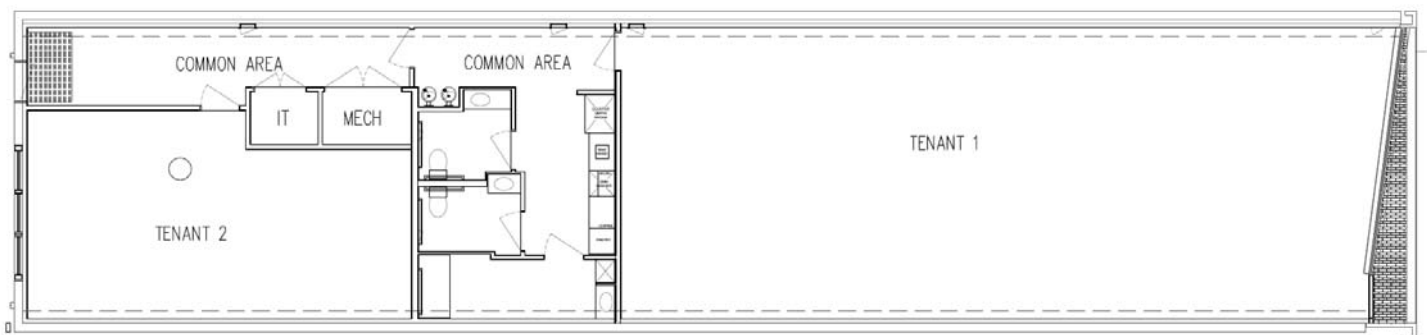
Doors: (3) maple veneer 7ft doors, stainless commercial door hardware.

Electrical: conduit, circuit breakers, electrical wire, outlets, GFCI outlets, occupancy sensors and supplies.

Plumbing: copper piping and fittings, valves, sewer pipe and fittings and other remnants.

Low Voltage: CAT 5e Wire, Keystone Jacks and Keystone Wall Plates

## Exhibit A



Depiction of Leased Premises

**To be completed by tenant**

**Exhibit B**  
**Depiction of Lease Improvements by Tenant 1**