

OFFICE BUILDING LEASE

BY AND BETWEEN

1161ADBP, LLC (as “Landlord”)

AND

Town of Castle Rock (as “Tenant”)

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INITIALS:

OFFICE LEASE

This Lease is made and entered into this 5th day of April, 2016, by and between 1161ADBP, LLC, ("Landlord"), and Town of Castle Rock, ("Tenant").

Leased Premises.

1.1 Landlord leases to Tenant and Tenant agrees and accepts approximately One Thousand One Hundred and Ten (1110) square feet of net rentable floor space on the 1st floor of the Brookside Business Center, Building "C" (the "Building"), located at 1161 South Perry Street, Castle Rock, CO 80104 to be known as Suite No. 110 (the "Premises"), to be used for general office use and for no other purpose, on the terms and conditions set forth herein.

1.2 The term, "net rentable floor space" means Tenant's usable floor space (925 sq. ft.) plus it's prorated share of common area space in the building which is agreed to be 20 percent (20.0%) (185 sq. ft.).

Term.

2.1 The term of this lease shall be for approximately thirteen (13) months commencing on the 6th day of April, 2016 or such other date set forth in Article 9 herein, and shall end on the 30th day of April, 2017, unless sooner terminated pursuant to any of the provisions of this Lease. Landlord and Tenant agree to execute a written addendum setting forth the commencement date and termination date if different than set forth above.

Base Rent.

3.1 Tenant agrees to pay to Landlord at the principal office of Landlord, or to such other place or party as may be designated from time to time by Landlord, as Base Rent for the Premises, without setoff, abatement or deduction, and without demand, the total sum of Eighteen Thousand and Nine Hundred and Ninety Three and 33/100 dollars (US\$ 18,993.33) payable in advance in monthly installments as follows:

	<u>Sq Ft Rate</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Month 1 prorated	16.00	From 04/06/16 1,233.33	1,233.33
Year 1, 12 months remaining	16.00	17,760.00	1,480.00
Year 2, If extended	17.00	<u>18,870.00</u> \$ 18,993.33	1,572.50

Years are the successive twelve-month periods following the Commencement Date as shown on Exhibit B.

The first payment shall be due and payable on or before April 6, 2016 with successive payments on the first day of each month thereafter. Monthly rental for a partial month shall be prorated at the rate of 1/30th of the full monthly rate per day.

This Lease is made on an absolute net basis, and Base Rent is not intended to cover taxes, insurance and operating expenses allocable to the Premises.

Late Charges.

4.1 If Tenant fails to make any installments of Base Rent, Additional Rent or any other sum due Landlord hereunder within ten (10) days after such amount is due, than such late payments shall bear a late charge equal to five percent (5%) of the delinquent payment for the month or portion thereof after the date such payment was due. Such late charge shall be earned from the date after the date paid.

Additional Rent.

5.1 In addition to all other payments to Landlord by Tenant required hereunder, Tenant shall pay to the Landlord in each year or portion thereof during the term of this Lease, or any renewal or extension thereof, as Additional Rent Tenant's Pro Rata Share of operating expenses as defined in Subparagraph 6.1 below, based on the ratio of the square footage of the Premises to the total square footage of the building. This shall be payable monthly, on the first day of each month, to Landlord at the address given below. Landlord shall have the right to adjust the amount in the event that the actual operating expenses change. Tenant shall receive notice of the adjusted amount no less than ten (10) days prior to the date when such sums are due and payable at the commencement of this Lease. Tenant's estimated pro rata share is four and 25/100 dollars (\$4.25) per square foot per year, or on a monthly basis Three Hundred and Ninety Three and 13/100 dollars (US\$ 393.13) to be remitted monthly along with the base rent installment. The first payment shall be due and payable on or before April 6, 2016 with successive payments on the first day of each month thereafter.

5.2 The term, "Tenant's Pro rata share" means the ratio of the net rentable square feet of floor space of the Premises to the total net rentable square feet of floor space in the Building and is agreed to be 15 and no/10 percent (15.0%).

5.3 Landlord shall provide to Tenant a statement of Tenant’s projected Pro Rata Share of Operating Expenses at the beginning of each calendar year, and Tenant shall pay the entire amount due and owing in twelve (12) equal monthly installments together with the Base Rent payments, to Landlord at the following address:

1161ADBP, LLC
P O Box 44
Castle Rock, CO 80104

INITIALS:

In the event Tenant's Pro Rata Share of the actual Operating Expenses for such calendar year shall exceed the aggregate of the projected Operating Expenses installments actually collected by the Landlord from Tenant, Tenant shall pay to Landlord within thirty (30) days following Tenant's receipt of a statement, the amount of such excess. However, if Tenant's Pro Rata Share of the actual operating expenses for such calendar year is less than the aggregate of the projected Operating Expenses installments actually collected by Landlord from Tenant, Landlord shall pay to Tenant within thirty (30) days after Tenant's receipt of the statement, the amount of the overpayment of the projected Operating Expenses installments. If the expiration or termination of this Lease occurs other than on the last day of a calendar year, the amount to be paid by Tenant or reimbursed to Tenant hereunder shall be a pro rata amount based on the ratio of the number of days of the term of this Lease is such last calendar year to 365 days.

5.4 Tenant shall have the right to audit and inspect the books and records of Landlord with respect to any cost or items which are passed through to Tenant upon ten (10) days written notice by Tenant to Landlord provided, however that Tenant must notify Landlord in writing within ninety (90) days of receipt by Tenant of any invoice for such costs or items of Tenants intent to audit. Landlord shall cooperate with Tenant in providing Tenant reasonable access to its books and records at the principal place of business of Landlord during normal business hours for this purpose. Landlord shall credit or refund to Tenant any overcharge of such items as disclosed by the audit within thirty (30) days following completion of such audit. In the event the audit discloses an undercharge of such items as billed to Tenant, Tenant shall pay Landlord the amount of such undercharge within thirty (30) days following completion of the audit. Tenant shall be responsible for the costs of the audit.

5.5 The obligation of Tenant for the payment of Base Rent and Additional Rent shall survive the termination of this lease. Failure or delay of Landlord in connection with this paragraph shall not constitute a waiver or renunciation of its rights therein.

Operating Expenses.

6.1 For the purpose of this Lease, Operating Expenses shall mean the total amounts incurred or paid by Landlord in connection with the ownership, management, maintenance, repair, replacement and operation of the Building. This includes charges for: janitorial and cleaning contracts; cleaning supplies and equipment; all management costs typical of a first class office building in Castle Rock, Colorado; heating and air conditioning; electricity (other than excess electricity supplied to, measured for and paid by individual tenants as referenced in paragraph 13.1); maintenance or repair of the exterior and interior of the Building including the roof and parking surface; insurance premiums; landscaping services; leasing or amortization of capital improvements made to the Building after the date of the execution of this Lease that reduce the operating or energy expenses, so long as leasing or amortization costs do not exceed the savings resulting from such expenditure on an annual basis, improve life safety or security systems, or are required under any governmental law or regulation that was not applicable at the time the Building was constructed, such cost to be amortized over a reasonable period as the expenditure warrants following tax guidelines, together with interest on the unamortized balance at a rate equal to the actual interest rate on the loan for such capital improvement when it is put into service; and taxes. Taxes, for the purposes of this paragraph, shall mean: personal property taxes on property and equipment used in the operation and maintenance of the Building; ~~all real estate taxes including state equalization factor~~, if any payable (adjusted after protest or litigation, if any) for any part of the term of this Lease, exclusive of penalties or discounts, on the Property; any taxes which shall be levied in lieu of any such taxes on the gross rentals of the Building; any special assessments against the Property which shall be required to be paid during the calendar year in respect to which taxes are being determined; and the expense of contesting the amount or validity of any such taxes, charges, or assessments, including tax consultant fees, such expense to be applicable to the period of the item contested. The capital improvement costs cannot increase the operating expense by more than 10% per year and are capped at a total of \$1.50 per square foot per annum for the remainder of this lease and the lease extension period, regardless of assignment of tenant.

Security for Performance of Lease.

7.1 As tenant, the Town of Castle Rock, for whom this lease is originally issued, no security deposit is required. The tenant improvement monies, if any, will be sufficient.

Improvements and Finish.

8.1 Landlord shall construct and finish the interior of the Premises pursuant to the tenant finish allowance, attached hereto as Exhibit "D". Any work in addition to any of the items specifically enumerated in the plans and specifications shall be performed by Tenant at Tenant's cost and expenses. Any equipment or work other than those items specifically enumerated in the plans and specifications which Landlord installs or constructs on the Premises on Tenant's behalf shall be paid for by Tenant within thirty (30) days after receipt of a statement therefore at cost. Any additional work requested by Tenant shall be commenced only if approved by written change orders signed by both Landlord and Tenant.

Possession.

9.1 If Landlord, for any reason, whatsoever, cannot deliver possession of the premises to Tenant on or before the commencement date set forth in Article 2, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom. In such event, the rent as set forth herein shall not commence until possession of the Premises is made available to Tenant. If the Premises are ready for occupancy prior to the commencement date set forth in Article 2, and Tenant takes early occupancy, the term of the lease shall commence on such occupancy date and shall continue through the ending date set forth in Article 2, and Tenant shall pay no rent until March 1st, 2016.

Acceptance of Premises.

10.1 By occupying the Premises, Tenant accepts the same and acknowledges that the Premises are in the condition called for hereunder, unless Tenant furnishes Landlord with a notice in writing specifying any defect in the Premises within fifteen (15) days after taking possession thereof.

Use.

11.1 Tenant will occupy the Premises for General Office use, minor Personal Computer repairs and for no other purpose. Tenant will not use or permit in the Premises anything that will increase the rate of fire insurance thereon or which would prevent Landlord from obtaining reduced rates for long term insurance policies, or maintain anything that may be dangerous to life or limb, or in any manner, deface, injury or commit waste in, on, or about said Building or any portion thereof, or overload the floors, or permit any objectionable noise or odor to escape or be emitted from said Premises, or permit anything to be done upon the Premises in any way tending to create a nuisance or to disturb any other tenants of the Building, or to injure the reputation of the Building or to use or permit the use of the Premises for lodging or sleeping purposes, or for any immoral or illegal purposes. Tenants will comply, at Tenant’s own cost and expense, with all orders, notices, regulations, or requirements of any municipality, state or other governmental authority respecting the use of the Premises.

Services.

12.1 Landlord will allow Tenant to operate IT and telephone equipment rooms and have access to the suite, 7 days a week, 24 hours a day. Landlord shall furnish elevator service, adequate water, climate control and janitorial services for the common building areas during normal business hours as set forth in the rules and regulations attached hereto as Exhibit “C”. Such climate control shall be furnished in accordance with said rules and regulations. The business hours may be changed to other reasonable hours as solely determined by Landlord, or such shorter periods as may be prescribed by any applicable policies or regulations adopted by any utility or governmental agency. Landlord shall not be liable for the stoppage or interruption of any said services or for the utilities caused by riots, strikes, labor disputes, accidents, necessary repairs or any conditions beyond Landlord’s control. Landlord shall be the sole judge as to the amount and kind of services and utilities to be provided under the provisions hereof, and any additional services or utilities required by Tenant shall be at Tenant’s sole cost and expense. Tenant agrees not to connect to or alter any utilities or equipment provided by Landlord without Landlord’s prior written consent.

Use of Electricity.

13.1 Tenant’s use of electricity in the Premises shall be for the operation of Building standard lighting, electrical fixtures, typewriters, personal computers, computer and telephone servers, telephone equipment and other small office machines and lamps shall not at any time exceed the capacity of any of the electrical conductors and equipment in or serving the Premises.

13.2 In order to ensure that such capacity is not exceeded and to avert possible adverse effect on the Building’s electrical service, Tenant shall not, without Landlord’s prior written consent in each instance, connect any additional fixtures, appliance or equipment (other than normal office electrical fixtures and copying machinery, lamps, typewriter, and similar small office machines) to the Building’s electric distribution system or make any alteration or addition to the electric system of the Premises existing at the commencement of the term hereof. If Landlord grants such consent, the cost of all additional risers and other equipment required therefore shall be paid as additional rent by Tenant to Landlord upon demand. Furthermore, Tenant shall pay on demand as additional rent to Landlord the cost of any electric current or other energy used and consumed by Tenant for any other purpose, including, without limitation, the operation of heavy duty accounting equipment, copy equipment and computer equipment.

13.3 Tenant shall pay as additional rent, on demand, the cost of any metering which may be required by Landlord to measure any excess usage of electricity, water or other utility or energy.

Alterations.

14.1 Tenant will make no alterations in or additions to, the Premises without obtaining the prior written consent of Landlord. Landlord may impose such reasonable conditions on its consent, as Landlord deems appropriate.

Tenant Repair.

15.1 If any of the elevators, or other apparatus, or elements of the Building used for the purpose of climate control or operating the elevators, or in the water pipes, electric lighting or the room or outside walls of the Building or parking facilities of Landlord become damaged or destroyed through the negligence, carelessness or misuse of Tenant, its agents, employees, or anyone permitted by Tenant to be in the Building, then the cost of the necessary repairs, replacements or alterations shall be borne by Tenant, who shall pay the same on demand to Landlord as additional rent.

15.2 Tenant shall keep the Premises in as good order, condition and repair as when they were entered upon, loss by fire (unless caused by negligence of Tenant, its agents, employees or invitees), accident or ordinary wear and tear excepted. If Tenant fails to keep the Premises in such good order, condition and repair as required hereunder to the reasonable satisfaction of Landlord, as soon as reasonably possible after written demand, Landlord may restore the Premises to such good order and condition and make such repairs without liability to Landlord and upon completion thereof, Tenant shall pay to Landlord, as additional rent, upon demand, the cost of restoring the Premises to such good order and condition and of the making of such repairs.

Trade and Other Fixtures.

16.1 Any and all installations, alterations, changes, additions, walls, fixtures, or improvements to the Premises, other than Tenant's trade fixtures, including, but not limiting the generality of the foregoing, all fixtures, lighting fixtures, cooling equipment, built-ins, walls, wall coverings, tiled linoleum and power wiring shall be the property of the Landlord upon any termination of this Lease. Tenant's trade fixtures include all computer equipment, cubicle walls and systems furniture, desks, tables, chairs, and other detached equipment. Notwithstanding anything herein contained, Landlord shall be under no obligation to repair, maintain, or insure such installation, changes, alterations, partitions, fixtures, or improvements made or installed by or on behalf of Tenant. Upon termination of the Lease, or within thirty (30) days thereof, Landlord, at its sole discretion, may remove all installations or alterations made by or on behalf of Tenant pursuant to this Article and Landlord may elect to have the Premises restored to their original condition, ordinary wear and tear excepted. Tenant agrees to pay to Landlord all costs and expenses of such removal and restorations within thirty (30) days of receipt from Landlord of notice of said expenses or costs incurred. The obligation to pay such expenses or costs shall survive the termination of the Lease.

Lien Protection.

17.1 Tenant agrees that at no time during the term of this Lease will Tenant permit a lien or encumbrance of any kind or nature to come into existence against the Premises or the Building. If at any time a lien or encumbrance is filed against the Premises, Tenant agrees it will deposit with Landlord in cash an amount equal to one hundred fifty percent (150%) of the amount of the lien and shall leave the same on deposit with Landlord until said lien is discharged. Landlord shall have the option, but not the responsibility, to satisfy any such lien or encumbrance, and if Landlord pays any such lien or encumbrance, Tenant shall pay to Landlord as additional rent, the amount of such payment on the next following day when monthly installments of rent are due hereunder.

Insurance.

18.1 In addition to Tenant's obligation to pay its Pro Rata Share of the cost of insurance pursuant to Article 6 hereof, Tenant shall pay all premiums due in connection with the insurance Tenant is required to carry under the terms of this Lease and shall furnish Landlord with copies of paid receipts evidencing the payment thereof. All such policies shall be written with companies satisfactory to Landlord and authorized to do business in the State of Colorado. Landlord is aware that Tenant utilizes CIRSA to provide their General Liability coverage and the first \$1,000,000 of property coverage. As a public entity self-insurance pool, CIRSA is not rated by A.M. Best.

18.2 During the term of this Lease, Tenant shall keep the Premises insured for the protection of Landlord and Landlord's assignees who shall be so named as additional insured in any such policies, by maintaining bodily injury and property damage insurance including blanket contractual liability broad form property damage, personal injury, completed operations products liability and fire damage legal liability insurance on a commercial general liability form. Such insurance shall be written on a combined single limit basis in an amount of not less than One Million Dollars (\$1,000,000.00) and such higher limits as the Landlord may reasonably require from time to time. Tenant shall maintain, at his sole cost and expense, any other form or forms of insurance in amounts and for such risks as Landlord may reasonably require for time to time including, but not limited to, insurance for the full replacement cost of Tenant's personal property and fixtures located on the Premises on an open perils basis insurance against "all risks of direct physical loss", and Workman's Compensation Insurance as required by statute including employer's liability insurance in the limits of \$100,000/\$500,000/\$100,000. All policies of insurance required shall name Tenant as an additional insured and list the Landlord as Loss Payee, as their interests may appear. Tenant shall deliver to Landlord not more than thirty (30) days after execution of this Lease and thereafter at least thirty (30) days prior to expiration of such policy, Certificates of Insurance evidencing the above coverage which shall expressly provide that at least thirty (30) days prior written notice shall be given to Landlord in the event of cancellation of the coverage. The parties understand and agree that Tenant (Town of Castle Rock) is relying on and does not waive or intend to waive by this Agreement, any provision hereof, including the provisions of this paragraph, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as from time to time amended, or otherwise available to Town.

18.3 If Tenant shall at any time fail, neglect, or refuse to provide and maintain such insurance, Landlord shall have the option, but shall not be required, to pay for such insurance and any amounts paid therefore by Landlord shall be deemed additional rent due Landlord and shall be paid by Tenant to Landlord at the next rental payment date after any such payment, with interest thereon at the rate of prime + 1 percent (prime+1%) per annum at the time that such insurance is obtained.

18.4 Tenant agrees to pay any increase in premiums of insurance carried by Landlord if, in the reasonable determination of Landlord, such increase is directly related or caused by Tenant's use of the Premises.

Waiver of Subrogation.

19.1 With the exception of the Workers' Compensation policies, the parties shall obtain from their respective property insurance carriers Waivers of Subrogation against the other party, agents, employees, and, as to Tenant, invitees. Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in the standard fire insurance policy with an extended coverage endorsement if such insurance was obtainable at the time of such loss or damage.

Casualty Damage.

20.1 In the event of fire or other casualty, against which Landlord is insured, and which is not caused by the negligence of Tenant, Base Rent shall abate in the proportion that the unusable portion of the Premises as solely determined by Landlord is to the total area of the Premises until the Premises are rebuilt, and upon receipt by Landlord of such insurance proceeds, Landlord agrees that it will with reasonable diligence repair the Premises, unless Tenant is obligated to repair under the terms hereof, or unless this Lease is terminated as hereinafter provided, subject to the provisions of Article 20.2 and 20.3.

20.2 If the Premises are damaged or destroyed by any cause whatsoever, and if, in the reasonable opinion of Landlord, the Premises cannot be rebuilt or made fit for the purposes of Tenant within one hundred twenty (120) days of the damage or destruction, Landlord, instead of rebuilding or making the Premises fit for Tenant, may at its option terminate this Lease by giving Tenant within sixty (60) days after such damage or destruction, notice of termination, and thereupon rent and any other payments for which Tenant is liable under this Lease shall be apportioned and paid to the date of such damage and Tenant shall immediately deliver up possession of the Premises to Landlord provided, however, that those provisions of this Lease which are designated to cover matters of termination and thereafter, shall survive the termination hereof.

20.3 Irrespective of whether the Premises are damaged or destroyed, in the event that fifty percent (50%) or more of the area in the Building is damaged or destroyed by any by any cause whatsoever, and if, in the reasonable opinion of Landlord, the said area cannot be rebuilt or made fit for the purpose of the tenants of such space within one hundred eighty (180) days after the damage or destruction, Landlord may at its option terminate this lease by giving to Tenant within sixty (60) days after such damage, notice of termination requiring it to vacate the Premises sixty (60) days after delivery of the notice of termination and thereupon rent and any other payments shall be apportioned and paid to the date on which possession is relinquished and Tenant shall deliver up possession of the Premises to Landlord in accordance with such notice or termination.

Eminent Domain.

21.1 If the Premises or a substantial part thereof, shall be taken in eminent domain, or conveyed under threat of condemnation proceedings, then this Lease shall forthwith terminate and end upon the taking hereof as if the original term provided in said Lease expired at the time of such taking. If only such part or portion of the Premises is taken which would not substantially and materially interfere with or adversely affect the business of the Tenant conducted at the Premises, then Landlord, at Landlord's option to be exercised in writing within thirty (30) days after the taking thereof, may repair, rebuild or restore the Premises, and this Lease shall continue in effect. If, however, because of such taking, the Premises should be rendered untenable or partially untenable, then the rent or a portion thereof, shall abate until the Premises shall have been restored.

21.2 In the event that an award is made for taking of such property and parcels of the Premises or the Building in condemnation proceedings, Landlord shall be entitled to receive and retain the amounts awarded or paid for such taking or conveyance; provided, however, that Tenant shall be entitled to receive and retain such amounts as are specifically awarded to it in such proceedings because of the taking of its furniture, or fixtures, and its leasehold improvements which have not become a part of the realty. It is understood and agreed that any amounts specifically awarded in any such taking for the damage to the business of Tenant, done on the Premises and awarded to it as a result of interference with the access to the Premises or for any other damage to said business and trade done at the Premises shall be the property of Tenant, provided said award does not reduce the award to Landlord.

21.3 It is understood and agreed that in the event of the termination of this Lease as provided under this paragraph, Tenant shall have no claim against Landlord for other value of any unexpired term of this Lease and no right or claim to any part of the award made on account thereof.

Indemnification and Waiver of Certain Claims.

22.1 To the extent allowed by law, Tenant hereby agrees to indemnify and hold harmless Landlord, its subsidiaries, Directors, Officers, Agents, attorneys and employees from and against any and all damage, loss, liability, or expense including, but not limited to, attorney's fees and legal costs suffered by same directly or by reason of any claim, suit or judgment brought by or in favor of any person or persons for damage, loss or expense due to, but not limited to, bodily injury, including death resulting any time therefrom, and property damage sustained by such person or persons which arises out of, is occasioned by, or is in any way attributable to the use or occupancy of the Premises and adjacent areas by Tenant, the acts or omissions of Tenant, its agents, employees or any contractors brought onto the Premises by Tenant, except that caused by the negligence of Landlord or its employees and agents. Such loss or damage shall include, but not be limited to, any injury or damage to Landlord's personnel (including death resulting anytime therefrom) or real or personal property. Tenant agrees that the obligations assumed herein shall survive this Lease.

22.2 Landlord shall not be liable for any damage or injury including business interruption, either proximate or remote, occurring through or caused by the carelessness, negligence or improper conduct on the part of any co-Tenant or anyone other than Landlord, or for any damage to person or property resulting from any conditions of the Premises or other cause including, but not limited to, damage occasioned by defective electric wiring, breaking or stoppage of plumbing or sewer, whether said breakage or sewer, stoppage resulted from freezing or otherwise, not resulting from the negligence of Landlord. Tenant shall give Landlord prompt notice of any defects in the Premises.

Right of Entry.

23.1 Landlord may, upon reasonable prior notice to Tenant and accompanied by a member of the Town of Castle Rock staff, exhibit the Premises to prospective tenants during the last six (6) months of the term, and to any prospective purchaser, mortgagee, or assignee, of any mortgage on the property and to other having a legitimate interest at any time in the event of an emergency, and otherwise at reasonable times, to take any and all measures, including inspections, repairs, alterations, additions and improvements to the Premises or the Building as may be necessary or desirable for the safety, protection, or the preservation of the Premises of the Building of the Landlord's possessive interest therein, or as may be necessary or desirable in the operation or improvement of the Building or in order to comply with all laws, order, and requirements of governmental or other authority. Tenant, pursuant to this Article 23, hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, occupancy or quiet enjoyment of the Premises.

Surrender of Premises.

24.1 Tenant agrees to deliver, at the expiration of the Term hereof, or earlier termination, the Premises in good repair and in a state of broom cleanliness, subject to ordinary wear and tear.

Default by Tenant.

25.1 The occurrence of any one or more of the following events shall constitute a breach of the Lease and default by Tenant;

25.2 Failure by Tenant to pay when due any payment of rent, taxes, or any other sum required to be paid by Tenant hereunder and such failure to pay continues for a period of ten (10) days from the date that such sum became due and payable;

25.3 Vacation or abandonment of the Premises without prior written consent of Landlord;

25.4 Failure of Tenant to perform any one or more of its covenants and agreements under this Lease within ten (10) days after written notice to Tenant specifying the duties or covenants Tenant has failed to perform;

25.5 If Tenant or any Guarantor of Tenant's obligations under this Lease shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent; or shall take the benefit of any relevant legislation that may be enforced for bankrupt or insolvent debtors; or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state, or other statute, law, or regulation; or if any proceeding shall be taken by Tenant or any Guarantor hereof under any relevant bankruptcy act in force in any jurisdiction available to Tenant or any Guarantor; or if Tenant or any Guarantor hereof shall seek, consent, or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any Guarantor of all or any substantial part of his properties or of the Premises, or shall make any general assignment for the benefit of creditors; or if petition shall be filed against Tenant or any Guarantor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation and shall remain undismissed for an aggregate of sixty (60) days; or if any trustee, receiver, or liquidator of Tenant or any Guarantor hereof or of all or any substantial part of its properties or of the Premises shall be appointed without the consent of acquiescence of Tenant or any Guarantor and such appointment shall remain unvacated for an aggregate of sixty (60) days.

Remedies of Landlord.

26.1 All rights and remedies of Landlord enumerated herein shall be cumulative, and none shall exclude any other right or remedy allowed by law. In addition to other remedies in this Lease provided, the Landlord shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, agreements, or conditions of this Lease.

26.2 Landlord shall have the right, at its election, in the event of default by Tenant and upon giving prior written notice if required in Article 25.3 herein, to:

26.2.1 Institute suit against Tenant to collect each installment of rent or other sum as it becomes due or to enforce any obligation under this Lease;

26.2.2 Re-enter and take possession of the Premises and remove Tenant and Tenant's agents and employees therefrom, and either (i) terminate this Lease and sue Tenant for damages or breach and default under the Lease; or (ii) without terminating the Lease, relet, assign, or sublet the Premises as the agent and for the account of Tenant in the name of Tenant or otherwise on such terms and conditions and for such rent as Landlord may deem best, and collect (a) the rent therefrom, provided Landlord shall, in no way, be responsible or liable for any failure to collect any rent due upon any such re-letting, and (b) an amount equal to the then present value of the Base Rent and Additional Rent provided in this Lease for the remainder of the Lease term, less the present rental value of the Premises for the remainder of the term. In so acting, Landlord shall not be deemed to have trespassed in any manner, nor shall Landlord's actions be construed to be a waiver or relinquishment of any of Landlord's rights or remedies. In this event, the rents received on any such re-letting shall be applied first to the expenses of re-letting and collecting including, without limitation, all repossession costs, attorney's fees, court costs, broker's commissions, alteration costs, and expenses of preparing the Premises for re-letting, and thereafter for payment of the rent and any other amounts payable to Tenant to Landlord. If the sum realized shall not be sufficient to pay such rent and other charges, Tenant agrees to pay Landlord within thirty (30) days after demand any such deficiency as it accrues.

26.3 In the event Landlord elects to re-enter or take possession of the Premises, Tenant agrees to quit and peaceably surrender the Premises to Landlord, and Landlord may enter upon and re-enter the Premises and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess and remove Tenant and may have, hold, and enjoy the Premises and the right to receive all rental income of and from the same. No such re-entry and taking of possession by Landlord shall be construed as an election on Landlord's part to terminate or surrender this Lease unless Landlord gives notice to Tenant specifically terminating the Lease, unless a written notice of such intention is served on Tenant, notwithstanding the service of Demand for the Payment of Rent and Possession, and Landlord and Tenant expressly agree that the service of posting of such demand will not constitute an election on the part of the Landlord to terminate this Lease.

26.4 If Landlord elects to terminate this Lease in accordance with the provisions herein, Landlord shall be entitled to recover as damages attorneys' fees and costs, the cost of removing Tenant, all costs of refurbishing and repairing the Premises for re-letting, all sums due Landlord by Tenant.

Landlord's Right to Cure Tenant's Default.

27.1 If Tenant shall default in the performance of any covenant or provision of this Lease to be performed on Tenant's part, Landlord may, after thirty (30) days written notice to Tenant, or without notice if in Landlord's opinion an emergency exists, perform the same for the account and at the expense of Tenant. If Landlord shall incur any expense, including reasonable attorneys' fees, in instituting, prosecuting, or defending any action of Tenant, Tenant shall reimburse Landlord for the amount of such expense with interest at the rate of prime rate + 1 percent (prime+1%) per annum from the date of Landlord's

advance or advances therefore. Should Tenant, pursuant to this Lease, become obligated to reimburse or otherwise pay Landlord one or more sums of money pursuant to this Article 27, the amount thereof shall be paid by Tenant to Landlord within thirty (30) days of Landlord's written demand therefore, and if Tenant fails to make such payment, such failure shall be deemed an event of default as set forth in Article 25 hereof. The provisions hereof shall neither impose a duty on Landlord nor excuse any failure on Tenant's part to perform or observe any covenant or condition in the Lease contained on Tenant's part to be performed or observed.

Assignment and Sublease.

28.1 Tenant shall not voluntarily or by operation of law assign, license, transfer, mortgage or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises, shall not sell or otherwise transfer more than 50% of either the capital stock of Tenant or the value of the assets of Tenant, and shall not sublet or license all or any part of the Premises, without the prior written consent of Landlord in each instance (such consent not to be unreasonably withheld), and any attempted assignment, sale, transfer, mortgage, encumbrance or subletting without such consent shall be wholly void. In the event Tenant desires to assign or sublet its space or a portion thereof, Tenant shall pay to Landlord \$200.00 prior to Landlord reviewing the sublease. If Landlord shall consent to a subletting, the difference, if less, between the Base Rent and Additional Rent as stated herein and the rent paid by the person subletting the Premises shall be paid to the Landlord monthly, in advance, during remaining term or options of the Lease. Without in any way limiting Landlord's right to refuse to give consent for any other reason or reasons, Landlord reserves the right to refuse to give such consent if in Landlord's sole discretion and opinion the quality of business operation of the Building is or may be in any way adversely affected during the term of the Lease or the financial worth is less than \$250,000, the credit worthiness (credit score of no less than 650) or the income to debt ratio exceeds 40% of the proposed new tenant.

28.2 No subletting or assignment, even with the consent of Landlord, shall relieve Tenant of its obligation to pay the Base Rent and Additional 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 or any subletting, assignment, or other transfer. Consent to one assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

Subordination, Estoppel Letter and Attornment.

29.1 This Lease is subject and subordinate to all first mortgages or first deeds of trust which now or hereafter may affect the Premises or the Building, and Tenant shall execute and deliver upon demand of Landlord any and all instruments subordinating this Lease, in the manner requested by Landlord, to any new or existing mortgage or deed of trust. In the event that Tenant's interest is subordinated, said mortgagee shall agree that it shall not disturb Tenant's possession, provided that Tenant is not in default under the terms and conditions of this Lease. Further, Tenant shall at any time and from time to time, upon not less than ten (10) days prior written notice from Landlord, execute, acknowledge, and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect) and the dates to which rent and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults, if any are claimed, or acknowledging to any mortgagees that Tenant will not modify or amend this Lease without consent of such mortgagee, and certifying as to such other matters Landlord may reasonably request.

29.2 In the event that Landlord or its principal sells, conveys, transfers or grants the Building or the Premises to any person, firm, corporation, company, or entity during the term hereby demised, Tenant agrees to attorn to such new owner, and Landlord and its principal shall be released from performance hereunder.

Quiet Enjoyment.

30.1 So long as the Tenant shall observe and perform that covenants and agreements binding on it hereunder, the Tenant shall, at all times during the term herein granted, peacefully and quietly have and enjoy possession of the Premises without any encumbrance or hindrance by, from, or through Landlord.

Holding Over.

31.1 Unless otherwise agreed to in writing by Landlord and Tenant, if Tenant retains possession of the Premises or any part thereof after the termination of the term, such holding over shall be deemed to be tenancy from month-to-month at a monthly rental equal to one hundred and ten percent (110%) of the monthly installment of base rent due under the terms of the Lease from the month next preceding the commencement of the holdover period, and Tenant shall remain liable for all other payments provided for hereunder, and such holding over shall be subject to all of the other terms and conditions of the Lease. No such holding over shall be deemed to constitute a renewal or extension of the term of the Lease.

Substitute Premises.

32.1 Landlord forfeits the right at any time during the term hereof, upon giving this Tenant substitute Premises.

Notices.

33.1 Any notice required or permitted hereunder or which any party elects to give shall be in writing and delivered either personally to the other party or the other party's authorized agent set forth below (or as changed by written notice), or by depositing such notice in the United States Certified Mail, Return Receipt Requested, postage fully prepaid, to the person at the address set forth below, or to such other address as either party may later designate in writing:

Landlord: 1161ADBP, LLC

INITIALS:

P O Box 44
Castle Rock, CO 80104

Tenant: Town of Castle Rock
100 North Wilcox
Castle Rock, CO 80104

Definition of Landlord.

34.1 The term “Landlord” as used in the Lease, so far as covenants or agreements on the part of the Landlord are concerned, shall be limited to mean and include only the owner or owners of the Landlord’s interest in this Lease at the time in question, and in the event of any transfer or transfers of such interest, the Landlord herein named (and in case of any subsequent transfer, then transferor) shall be automatically freed and relieved from and after the date of such transfer of all liability as respects the performance of any covenants or agreements on the part of the Landlord contained in this Lease thereafter to be performed.

Waiver.

35.1 No waiver or any breach of any one of the agreements, terms conditions, or covenants of this Lease by Landlord or Tenant shall be deemed to imply or constitute a waiver of any other agreement, term, condition or covenant of this Lease. The failure of either party to insist on strict performance of any agreement, term, condition, or covenant, herein set forth, shall not constitute or be construed as a waiver of the rights of either or of the other thereafter to enforce any other default of such agreement, term, condition, or covenant; neither shall such failure to insist up strict performance be deemed sufficient grounds to enable either party hereto to forego or subvert or otherwise disregard any other agreement, term, condition, or covenant of the Lease.

Successor.

36.1 All of the agreements, terms, conditions, and covenants set forth in this Lease shall inure to the benefit of and be binding upon the heirs, legal representatives, successors, executors, and assigns of the parties, except that no assignment or subletting by Tenant in violation of the provisions of this Lease shall vest any rights in the assignee of in the sublessee.

Corporate Resolution.

37.1 If a corporation executes this Lease as a Tenant, Tenant shall promptly provide Landlord with certified corporate resolutions attesting to the authority of the officers to execute this Lease on behalf of such corporation.

Enforcement of Lease – Mediation, Cost of Legal Proceedings.

38.1 In the event that either Landlord or Tenant commences any action for the enforcement of or arising out of a breach of the terms of this Lease, and such action is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved 30 calendar days from the date written notice requesting mediation is sent by one party to the other(s). This Section shall not alter the date of this Agreement unless otherwise agreed. Except as expressly set forth above, if either party institutes legal proceedings with respect to this Agreement, the prevailing party shall be entitled to court costs and reasonable attorney’s fees incurred by such party in connection with such legal proceedings.

Invalidity of Particular Provisions.

39.1 If any clause or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule, decision, or regulation of any governmental body or entity, the intention of the parties hereto is that the remaining parts or provisions of this Lease shall not be affected thereby.

Article Headings.

40.1 The article headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meanings of the provisions of this Lease.

Governing Law.

41.1 This Lease shall be deemed to have been made and shall be construed in accordance with the laws of the State of Colorado.

Time.

42.1 Time is of the essence of this Agreement.

Recording of Lease.

43.1 This Lease shall not be recorded by either Landlord or Tenant without the prior written consent of the other.

Exculpation.

44.1 Notwithstanding anything to the contrary contained herein, Landlord’s liability under this Lease shall be limited strictly to its interest in the Building.

Rules and Regulations.

45.1 Tenant agrees that Tenant, Tenant’s employees and agents or any others permitted by Tenant to occupy or enter the Premises shall abide by the rules and regulations attached hereto as Exhibit “C” and made a part hereof. Landlord shall have the right to amend, modify or change in any way the rules and regulations provided that said amendments are not inconsistent with the terms of this Lease, and Tenant agrees to comply with all such rules and regulations upon notice from Landlord thereof. Landlord and Tenant agree to meet and discuss if they don’t agree on any of the rules and regulations. If an acceptable agreement cannot be reached, they will agree to meet with a professional mediator. After mediation, if Tenant fails to comply with agreed upon rules and regulations, the breach shall be deemed default under the Lease and Landlord shall have all remedies as set forth in Article 26.

Parking.

46.1 Tenant and its employees and visitors shall have the non-exclusive privilege to use non-reserved parking spaces in common with other tenants of Landlord pursuant to the rules and regulations relating to parking adopted by Landlord from time to time as set forth in Exhibit “C” attached hereto. Tenant agrees not to overburden the parking facilities and agrees to cooperate with Landlord and other tenants in the use of parking facilities. Landlord reserves the right in its discretion to determine whether parking facilities are becoming crowded and, in such event, to allocate specific parking spaces among Tenant and other Tenants or to take any other steps necessary to correct such condition.

Signs.

47.1 Tenant shall not install any signs, window lettering or other advertisement in, upon or around the Premises without the prior written approval of Landlord. Landlord shall have absolute discretion in approving or disapproving any proposed sign. Tenant shall have the right to two (2) lines on the Building lobby directory and one space (as available) on the outside monument sign.

Brokers.

48.1 Tenant represents themselves and warrants that it has dealt with no broker, agent or other person, in connection with this transaction and that no broker, agent or other person brought this transaction and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any broker, agent, or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this Leasing transaction. The provisions of this Article shall survive the termination of the Lease.

Entire Agreement.

49.1 The within Lease constitutes the entire agreement of the parties hereto. No representations, promises, terms, conditions, obligations or warranties whatsoever referring to the subject matters hereof, other than those expressly set forth herein, shall be of any binding legal force or effect whatsoever. No modification, change or alteration of this lease shall be of any legal force or effect whatsoever unless in writing, signed by all parties hereto.

Attachments.

- Exhibit A – Legal Description and Site Plan
- Exhibit B – Rent Schedule
- Exhibit C – Rules and Regulations
- Exhibit D – Work Letter
- Exhibit E – Suite Footprint
- Exhibit F – Amendment to Lease
- Exhibit G – 2nd Amendment to Lease - Right of First Refusal

In witness whereof, the Parties hereto execute this Lease the day and year first above written.

LANDLORD: 1161ADBP, LLC	TENANT: Town of Castle Rock
<div></div>	<div></div>
–	–
Name/Title: Diana Cooper/Managing Member	Name/Title:
<div></div>	<div></div>
Date Signed: <div></div>	Date Signed: <div></div>
1161ADBP, LLC	Town of Castle Rock
P O Box 44	100 North Wilcox
Castle Rock CO 80104	Castle Rock, CO 80104

INITIALS:

INITIALS:

EXHIBIT A

LEGAL DESCRIPTION

Brookside Business Center, Filing No. 3, 1st Amendment, Lot 1
Town of Castle Rock

Known as Elk Crossing Business Center since 2005

Building “C” – 1161 S Perry Street - SUITE 110

EXHIBIT B

RENT SCHEDULE

<u>DATES</u>	<u>RATE/SQ. FT.</u>	<u>RENT PER MONTH</u>	<u>RENT PER YEAR</u>
04/06/2016 – 04/30/2017	16.00	1,480.00	17,760.00
05/01/2017 – 04/30/2018 *	17.00	1,572.50	18,870.00
05/01/2018 - 04/30/2019	18.00	1,665.00	19,980.00
05/01/2018 - 04/30/2019	19.00	1,757.50	21,090.00

** this line shows the first option to renew to align this lease with existing lease for Suite 150*

INITIALS:

EXHIBIT C

RULES AND REGULATIONS WHICH CONSTITUTE A PART OF THE LEASE

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or used for any purpose other than ingress and egress.
2. No awnings or other projections shall be attached to the walls of the Building. No curtains, blinds, shades or screens shall be attached to, or used in connection with, any window or door of the Premises other than Landlord-approved coverings. All electrical ceiling fixtures hung in offices or spaces along perimeter of the Building must be fluorescent, of a quality, type, design and color approved by Landlord. Neither the interior nor exterior of any windows shall be coated or otherwise unscreened without written consent of Landlord.
3. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by any Tenant in or on any part of the Premises or the Building without the prior written consent of Landlord. In the event of the violation of the foregoing by any Tenant, Landlord may remove the same without any liability, and may charge the expense incurred in such removal to the Tenant violating this rule. Interior signs on doors and directory tablet shall be inscribed, painted or affixed for each Tenant by the Landlord at the expense of such Tenant, and shall be of a size, color and style acceptable to the Landlord. The directory tablet will be provided exclusively for the display of the name and location of Tenants only and Landlord reserves the right to exclude any other names therefrom. Nothing may be placed on the exterior of corridor walls or corridor doors other than Landlord's standard lettering.
4. The sashes, windows, and doors that reflect or admit light and air into halls, passageways or other public places in the Building shall not be covered or obstructed by any Tenant, nor shall any bottles or other articles be placed on the windowsills.
5. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of fixtures shall be borne by the Tenant who, or whose servants, employees, visitors, or licensees, shall have caused.
6. No Tenant shall mark, paint, drill into, or in any way deface any part of the Premises or the Building. No boring, cutting or stringing of wires or laying of linoleum or other similar floor coverings shall be permitted, except with the prior written consent of the Landlord and as the Landlord may direct.
7. No vehicles of any kind shall be brought into or kept in the Premises, bicycles cannot be kept in the common area Premises. No cooking shall be done or permitted by any Tenant on the Premises, except that the preparation of coffee, tea, hot chocolate and similar items and microwave cooking and refrigeration for Tenants and their employees shall be permitted if by a 30 amp circuit. No Tenant shall cause or permit any unusual or objectionable odors to be produced or to permeate the Premises.
8. The Premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the use of the Premises for general office purposes. No Tenant shall occupy or permit any portion of his Premises to be occupied as an office for a public stenographer or typist, or for the manufacture or sale of liquor, narcotics or tobacco in any form, or as a medical office, or as a barber or manicure shop, or as an employment bureau without the express written consent of Landlord.
9. There shall be no smoking anywhere within the Building structure. This includes offices, lobbies, stairwells, doorways, or anywhere else within the Building premises.
10. No Tenant shall make, or permit to be made, any unseemly or disturbing noise or disturb or interfere with occupants of the Building or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, unusual noises, or in any other way. No Tenant shall throw anything out of doors or windows or down the passageways.
11. Neither Tenant nor any of Tenant's servants, employees, agents, visitors, or licensees, shall at any time bring or keep upon the Premises any inflammable, combustible or explosive liquid, chemical or substance.
12. The Tenant may alter the locks on the doors which access the Tenant space or have a security system preventing access to the landlord except in the event of an emergency. Each Tenant shall receive two keys to each lock provided by the Landlord. In the event additional keys are required, Tenant shall request the number of keys necessary from the Landlord and the Landlord will be reimbursed for any expenses incurred therewith.
13. *Not applicable for this tenant*
14. Landlord shall have the right to prohibit any advertising by any Tenant, which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as an office building and upon written notice from Landlord any Tenant shall refrain from or discontinue such advertising.
15. *Not applicable for this tenant*
16. Any persons employed by any Tenant to do janitorial work shall, while in the Building and outside the Premises, be subject to and under the control and direction of the superintendent of the Building (but not as an agent or servant of said superintendent or of the Landlord), and Tenant shall be responsible for all acts of such person.
17. All doors, with exception to tenants double entrance doors, opening into public corridors, plazas and patios shall be kept closed except when in use for ingress and egress.
18. The requirements of Tenant will be attended to only upon application to the Office of the Building.
19. Canvassing, soliciting and peddling in the Building are prohibited and each Tenant shall cooperate to prevent the same.
20. All office equipment of any electrical or mechanical nature shall be placed by Tenant in the Premises in settings approved by Landlord, to absorb or prevent any vibrations, noise or annoyance.
21. No air-conditioning unit or other similar apparatus shall be installed or used by any Tenant without the written consent of Landlord.
22. There shall not be used in any space, or in the public halls of the Building, either by any Tenant or others, any hand trucks, except those equipped with rubber tires and rubber side guards.
23. Landlord shall have the right, exercisable with notice but without liability to any Tenant, to change the name and address of the Building.
24. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of Landlord.
25. The scheduling of Tenant move-ins shall be subject to the reasonable direction of Landlord.

26. No window shades, blinds, screens, draperies or other window coverings will be attached or detached by Tenant without Landlord's prior written consent. Tenant shall not alter or adjust any blind safety stop. Tenant agrees to abide by Landlord's rules with respect to maintaining uniform blinds, curtains, draperies and/or linings at all windows and hallways.
27. *Not applicable for this tenant*
28. Tenant agrees, at its expense, to use chair pads under all caster chairs for all areas with carpeting to protect said carpet in the Premises. Tenant, at its expense, will shampoo carpet every 24 months during the term of the lease, and any extensions thereof.
29. Normal business hours for the Building shall be 7:00 a.m. to 6:00 p.m. Monday through Friday, and 8:00 a.m. to 1:00 p.m. Saturdays, excluding legal holidays. Landlord understands the tenant will be open other than business hours and grants tenant permission to occupy the space during non-normal business hours.

EXHIBIT D
WORK LETTER

Tenant: Town of Castle Rock

Leased Premises: Elk Crossing Business Center

Address: 1161 S Perry Street, Suite 110
Castle Rock, CO 80104

Landlord: 1161ADBP, LLC

Concurrently herewith, Tenant and Landlord have executed a Lease dated April 5, 2016, Exhibit D and terms used herein shall have the same meaning as set forth in the Lease. In consideration of the execution of the Lease, Landlord and Tenant actually agree as follows:

- 1. Landlord leases Suite 110 on an "AS IS" basis.
- 2. Landlord shall complete the following Tenant finish work:

Any and all costs required for refitting on the suite shall be the sole responsibility of the Tenant and shall be paid to Landlord within thirty (30) days of submission of invoice. Tenant shall approve in writing all costs and work before work is begun.

LANDLORD:

1161ADBP, LLC

By: _____

Name: Diana Cooper

Title: Managing Member

Address: P O Box 44
Castle Rock, CO 80104

Date: _____

TENANT:

Town of Castle Rock

By: _____

Name: _____

Title: _____

Address: 100 North Wilcox
Castle Rock, CO 80104

Date: _____

INITIALS:

EXHIBIT E

SUITE FOOTPRINT

see .pdf file - designated as 110 on Main Floor - 1161 S Perry ST

tenant accepts space "AS IS"

EXHIBIT F

FIRST AMENDMENT TO LEASE – Renewal Options

Annexed to and forming part of the lease dated April 5, 2016 by and between 1161ADBP, LLC (“Landlord”) and Town of Castle Rock (“Tenant”).

1. Tenant shall be granted three (3) one (1) year options to renew this Lease. To exercise the renewal option, Tenant must give written notice to Landlord no later than one hundred eighty (180) days before the expiration of this Lease or extension period. The Base Rent will be as follows:

<u>DATES</u>	<u>RATE/SQ. FT.</u>	<u>RENT PER MONTH</u>	<u>RENT PER YEAR</u>
05/01/2017 – 04/30/2018	17.00	1,572.50	18,870.00
05/01/2018 – 04/30/2019	18.00	1,665.00	19,980.00
05/01/2019 – 04/30/2020	19.00	1,757.50	21,090.00

If written notice is not received by Landlord by this time period, it will be assumed that Tenant will not exercise this renewal right and Landlord shall be free to market the space for lease to a new tenant.

EXHIBIT G

SECOND AMENDMENT TO LEASE – Right of First Refusal

Annexed to and forming part of the lease dated April 5, 2016 by and between 1161ADBP, LLC (“Landlord”) and Town of Castle Rock (“Tenant”).

During the Lease Term, Landlord shall provide Tenant a right of first refusal to lease any space that becomes available in the Office Buildings at 1161 and 1189 South Perry Street (the “RFR Space”) in accordance with the following provisions:

- A. At any time any RFR Space becomes available for leasing, Landlord shall notify Tenant, and Tenant shall have a right of first refusal for all such space included in such offer (the “Offer Space”) excluding space subject to renewal of existing tenant leases, or expansion, option, or right of refusal rights granted to others as of the date hereof, on the terms and conditions of the Lease, except the rental rate shall be the rate which the Landlord would be willing to lease the Offer Space to third parties for a term to be coterminous with the term of the Lease.
- B. The Right of First Refusal shall be exercisable within thirty (30) days of the date Landlord gives written notification of such lease offer. Unless Tenant gives written notice to Landlord within such 30-day period, Tenant shall be deemed to have waived it’s rights as to the Offer Space and Landlord shall be free to lease the Offer Space to third party or parties. If Tenant does desire to exercise it’s rights hereunder, it shall be required to add to it’s Lease all of the RFR Space offered to it by Landlord at that particular time and may not elect to lease only a portion thereof and such space shall be deemed added to this Lease. If Tenant exercises it’s Right of First Refusal with respect to any RFR Space, Tenant will accept such space in an “as is” condition without any remodeling work or fix-up work being performed by Landlord, except as set forth in the offer.
- C. Landlord shall continue to offer any RFR Space to Tenant on a continuing basis thereafter throughout the Lease Term on the terms and conditions set forth above.
- D. The Right of First Refusal herein granted shall be exercisable by Tenant only so long as (i) there have been no defaults by Tenant under the Lease; and (ii) there are at least twelve (12) months remaining in the then-current term of the Lease. However, if at any time a Right of First Refusal would otherwise be available to Tenant, and there shall be less than twelve (12) months remaining on the term of the Lease, Tenant may, if an option to extend the Lease term is available, exercise such option and extend the term beyond the 12 month period required herein as a condition to it’s Right of First Refusal.
- E. All notifications contemplated by this Second Amendment, whether from Tenant to Landlord or from Landlord to Tenant, shall be in writing and shall be given in the manner provided for Notice under this Lease.

All other terms and conditions of the Lease and the First Amendment to Lease shall remain in full force and effect. This Amendment attaches to and becomes a part of the Lease.

Dated this 5th day of April, 2016.

TENANT: Town of Castle Rock

LANDLORD: 1161ADBP, LLC and 1189ADBP, LLC

By: _____

By: _____

Name: _____

Name: Diana Cooper

Title: _____

Title: Managing Member, 1161ADBP and 1189ADBP