COMMERCIAL LEASE

THIS COMMERCIAL LEASE ("Lease") is made as of the 15th day of March 2021 by and between JACK GUSTAFSON ("Landlord"), 282 Watersedge Ct., Grand Junction, Colorado 81503 and the ROARING FORK TRANSIT AUTHORITY, a Colorado corporation, ("Tenant").

ARTICLE l
Defined Terms

1.01 Definitions. In addition to the other definitions appearing in the text of this Lease, the following terms have the following meanings:

(a) "Building" means' 0100 Midland Avenue, Glenwood Springs, Colorado, known as "Lot 1" in the Midland Center Lot 1 Condominiums.

(b) "Condominium Association" means the Lot 1 Midland Center Condominium Association, Inc.

(c) "Condominium Map" means the final map or plat recorded in the Office of the Clerk and Recorder of Garfield County, Colorado showing the common areas, limited common areas and exclusive use areas in the Midland Center Subdivision.

(d) "Deposit" means the sum of $5,000.00, which sum Landlord acknowledges it is holding as of the date hereof.

(e) "Floor Area" means the actual square footage of the Premises, calculated to the outside of exterior walls and to the center line of common walls.

(f) "Lease" means this Lease, as the same may be amended from time to time in accordance with this Lease, and any exhibits and riders hereto.

(g) "Lease Year" means the initial twelve-month period from and after the Tenant Possession Date and each succeeding twelve-month period (or portion thereof) commencing on the anniversary of the Tenant Possession Date and ending on the last day of the Term.

(h) "Permitted Use" means the exclusive purpose for which the Premises may be used.

(i) "Premises" means Unit 220 in the Building, as shown on the diagram of the Units incorporated in Exhibit "A" attached hereto and made a part hereof.

(j) "Rent" means the items of rent payable by Tenant during the Term in accordance

with Article 3.

(l) "Midland Center Subdivision" means the planned unit development in the City of Glenwood Springs in which the Premises are located.

(m) "Tenant Possession Date" means March 15, 2021.

(n) "Term" means the one year period beginning on the Tenant Possession Date (i.e. March 15, 2021) and ending on the day immediately preceding the third anniversary of the Tenant Possession Date (i.e. March 14), unless earlier terminated pursuant to the terms of this Lease, and shall be subject to the automatic annual renewals and options as provided herein ?????

ARTICLE 2
Demise

2.01 Demise. In consideration of the agreements (stay with agreements) of the parties contained herein, Landlord hereby demises and leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord, upon the terms and conditions set forth in this Lease.

2.02 Exclusive and Non-Exclusive Use. In connection with the demise of the Premises to Tenant, Tenant shall have exclusive use of the Premises and non-exclusive use in common with others of the common areas in the Building and the common areas in the Midland Center Subdivision (other than the limited common areas designated as such on the Condominium Map).

2.03 Control of Common Areas All common areas in the Midland Center Subdivision, including exterior parking areas, driveways, entrances and exits thereto, pedestrian sidewalks and ramps, landscaped areas, exterior stairways and other common areas and improvements in the Midland Center Subdivision shall at all times be subject to the exclusive control and management of the Condominium Association and Landlord. Without limiting the foregoing, the Condominium Association and Landlord shall have the right to construct, maintain and operate improvements in the common areas, to police the same, to change the area, level, location and arrangement of parking areas and other facilities within the common areas, to restrict parking by tenants, their invitees and employees as to number of vehicles and parking areas, with appropriate provisions for free parking ticket validation to such extent as may, in the opinion of the Condominium Association or Landlord, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein, to close temporarily all or any portion of the parking areas, to discourage non-customer parking, and to do and perform such other acts in and to said areas and improvements as Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their employees, clients and customers. The Condominium Association and Landlord shall have the right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas. All areas not within the Premises which Tenant may be

permitted to use and occupy, are to be used and occupied under a revocable license, and if the amount of such areas is diminished, neither the Condominium Association nor Landlord shall be

subject to any liability therefor nor shall Tenant be entitled to any compensation or diminution or abatement of Rent, nor shall any diminution of such areas be deemed constructive or actual eviction, provided that no such changes shall deny or materially interfere with the reasonable visibility of, ingress to or egress from the Premises. Notwithstanding anything herein to the contrary, Tenant shall have the right to park up to vehicles for guests, visitors and employees of Tenant.

2.04 Term. Subject to the terms, covenants and agreements contained in this Lease, Tenant shall have and hold the Premises for the entire Term.

2.05 Quiet Enjoyment. Subject to the terms, covenants and agreements contained in this Lease, Landlord covenants and agrees that Tenant shall have the peaceful and quiet possession and enjoyment of the Premises for the conduct of Tenant's business operations during the Term, without hindrance by Landlord.

ARTICLE 3
Rent

3.01 Payment of Rent. During the Term, Tenant shall pay Rent to Landlord in lawful money of the United States of America at the address set forth in Section 22.02. Rent shall consist of Base Rent and Additional Rent as specified in this Lease.

3.02 Base Rent. Monthly Base Rent for the initial Lease Year [i.e. from March 15, 2021 until March 14, 2021shall be:

Rent per month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Base Rent
Year													
2021			$1,601.12	$3,202.24	$3,202.24	$3,202.24	$3,202.24	$3,202.24	$3,202.24	$3,202.24	$3,202.24	$3,202.24	$30,421.30
2022	$3,266.29	$3,266.29	$3,266.29	$3,266.29	$3,266.29	$3,266.29	$3,266.29	$3,266.29	$3,266.29	$3,266.29	$3,266.29	$3,266.29	$39,195.44
2023	$3,331.61	$3,331.61	$3,331.61	$3,331.61	$3,331.61	$3,331.61	$3,331.61	$3,331.61	$3,331.61	$3,331.61	$3,331.61	$3,331.61	$39,979.35

After the initial(3) one year automatically renewing Lease Terms equaling three years, the Tenant shall be granted two (2) one (1) year options, provided tenant is not in default and has provided Landlord with written notice of its desire to exercise its option not less than 180 days prior to the expiration of the lease term. Under this option, Base Rent in the fourth year will be $48,293.09/yr (Forty eight thousand two hundred ninety three dollars and nine cents per year), and $49,108.67 (Forty nine thousand one hundred eight dollars and sixty seven cents per year) in the fifth year.

Monthly Base Rent is payable in advance in equal monthly installments of 1/12th of

such annual Base Rent on or before the first day of each month throughout the Term. If the Term commences on a day other than the first day of a month, Tenant shall pay as its first monthly installment that portion of the annual Base Rent for the fractional month on a per diem basis (calculated on the basis of actual days in the month). In the event the Term ends on a day other than the last day of a month, Tenant shall pay as its last monthly installment that portion of the then current annual Base Rent for the fractional month on a per diem basis.

3.03 Additional Rent. It is the intent and purpose of Landlord and Tenant that the Base Rent payable hereunder shall be net to Landlord so that this Lease shall yield, net to Landlord, the Base Rent provided herein. Tenant shall be responsible to pay as Additional Rent, in addition to annual Base Rent, an amount which shall reimburse to Landlord in each Lease Year all of the costs, expenses and obligations of every kind relating to the Premises, including, without limitation, , condominium association assessments, reserves, insurance, common area maintenance, snow removal, landscape costs, repair, cleaning and utility charges. For the first month of the lease it is anticipated that these monthly charges will be in the amounts of $265.60 (CAM) + $39.58 (Landlord's Insurance), equaling a total of $ 304.58/month.

On or prior to April 1 of each year, Landlord shall notify Tenant of the estimated annual Additional Rent per square foot of the Premises. Tenant shall pay to Landlord on the first day of each month, together with payment of the monthly installment of annual Base Rent, a monthly installment of 1/12th of the Additional Rent so designated by Landlord.

On or before April 1 in each Lease Year, Landlord shall compute the actual expense to Landlord of operating the Premises over the preceding Lease Year and provide written notice to Tenant of such amount. In the event that the Additional Rent described in this Section 3.03 paid by Tenant over the preceding Lease Year is less than Landlord's actual operating costs, Tenant shall, within sixty (60) days of such notice, pay the difference to Landlord. If the amount of such Additional Rent paid by Tenant exceeds Landlord's actual operating costs, then Landlord shall refund to Tenant or credit against the next monthly installment of annual Base Rent the amount of the excess.

Landlord shall maintain complete books of account with respect to the Additional Rent described in this Section 3.03, showing the method of calculating Tenant's share of the expenses described in this Section and Landlord shall preserve such books of account for at least twelve (12) months after the end of each Lease Year. Tenant, at its sole cost and expense, shall have the right to examine such books of account during reasonable business hours. If adjustments in the amount of Tenant's share of the expenses described in this Section shall be discovered to be required as a result of such examination, Landlord shall, within thirty (30) days after Tenant's delivery to Landlord of an invoice therefore, reimburse the amount of such adjustment to Tenant.

3.04 Real Estate and Other Taxes [Tenant's Tax Exempt Status] During the Term, Landlord shall pay, as the same become due and payable and before any fine, penalty, interest or other charge may be added for nonpayment, all real estate taxes and assessments, general and special, levied against the Premises. Notwithstanding the foregoing, Tenant shall be obligated to

reimburse Landlord for all such taxes and assessments paid and, as part of the Additional Rent payable by Tenant pursuant to Section 3.03, Tenant shall pay to Landlord in monthly installments the amount of real estate taxes and assessments Landlord estimates to be next due and levied against the Premises in each Lease Year, with adjustments to be made following each Lease Year as described in Section 3.03.

In addition, if at any time during the Term a tax or excise on rents or other tax, however described, is levied or assessed by Colorado or any political subdivision thereof against Landlord on account of the rents provided for in this Lease, or as a substitute in whole or in part for real property taxes assessed or imposed by Colorado or any such political subdivision on the Premises, Tenant shall pay and discharge such tax or excise on rents or other tax, but only to the extent of the amount thereof which was so assessed or imposed as a direct result of Landlord's ownership of the Premises or of this Lease, or of the rentals accruing under this Lease.

However, with regard to real property taxes, Landlord acknowledges and agrees that Tenant is a governmental entity and that property leased by Colorado political subdivisions such as Tenant are exempt from real property taxes under Section 39-3-124, Colorado Revised Statutes, and that Tenant shall not be required to pay real estate taxes to the extent of such exemption. Landlord shall work in good faith with Tenant to obtain confirmation of Lessee's tax exemption and shall not require any payment of real estate taxes to Landlord to the extent of such exemption.

3.05 Utility Charges- During the Term, Tenant shall pay for all utility services to the Premises, including without limitation, and electricity, sanitary and storm sewer, water and telephone services. To the extent that any utility services supplied to the Premises are billed directly to the Condominium Association or to Landlord, Tenant shall reimburse the Condominium Association or Landlord, as the case may be, for such services within ten (10) days after receiving an invoice therefore.

3.06 Net Lease This is a net lease, and the Rent shall be paid without notice, demand, setoff, counterclaim, deduction, or defense, and except as otherwise expressly provided in this Lease, without abatement or suspension.

3.07 Past Due Rent. In the event Tenant fails to make any payment of Rent within ten (10) days after the same becomes due, then in addition to all other rights, powers, and remedies provided in this Lease or by law or otherwise, Landlord shall be entitled to recover from Tenant and Tenant agrees to pay to Landlord, on demand, a late payment charge equal to five percent (5%) of the amount due as liquidated damages. RFTA will not be in default until notice of nonpayment and right to cure within 10 days. The obligation of Tenant to pay such Additional Rent shall not be construed as creating a right in Tenant to pay Rent late and, notwithstanding the obligation of Tenant to pay such Additional Rent, Landlord shall have the right at any time after the fifth day following the due date for the payment of Rent which then remains unpaid to terminate this Lease as elsewhere provided in this Lease.

3.08 Uncleared Checks If Tenant makes a payment of Rent with a check which does not clear the bank on which it is drawn the first time it is submitted, (a) such Rent shall continue to be unpaid until Tenant delivers to Landlord the amount of such Rent (together with any Additional Rent that may have accrued as provided in Section 3.07), in the form of cash or a cashier's check,

and (b) thereafter, and throughout the remainder of the Term, Landlord may determine that a personal check is an unacceptable method of payment of Rent under this Lease, Landlord shall not be required to accept such form of payment, and, if Landlord so determines, all of Tenant's payments of Rent shall be in the form of cash or a cashier's check.

3.09 Accord and Satisfaction, No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated or described shall be deemed to be other than on account of the stipulated or described Rent, nor shall any endorsement or statement on any check or any letter or other communication accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy available to Landlord.

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ARTICLE4
Term

4.01 As set forth in Paragraph 1.0l (n) the initial term of this Lease shall be three (3) one year terms automatically renewing one year on the anniversary date of commencement (i.e. March 15 of any year) Tenant shall have the right with 90 days advance notice at any time during said Term to cancel and terminate this Lease and the remainder of said Term in the event that the RFTA Board of Directors does not appropriate funds for this Lease in its annual budget.. A termination of the Lease pursuant to this provision may be made by Tenant providing Landlord a written Notice of Termination, delivered in accordance with the notice provisions of this Lease as set forth in Section 21.02 herein below. Upon receipt of said Notice by Landlord, this Lease and all of Tenant's and Landlord's responsibilities hereunder shall cease and terminate ninety (90) days s after the date of receipt of said Notice, except for Tenant's responsibility to vacate the premises as of the date of that termination and pay Landlord for any damages to said premises during the Term of Tenant's possession. Timely notice of Termination shall be considered a substantial term of this Lease and failure of Tenant to provide timely notice prior to abandonment of the premises or the cessation of payment of rents shall constitute a material breach of this Lease entitling Landlord to exercise all of its rights as set forth in Article 15 hereof.

Option Term. In addition to the Primary Term of three (3) one year terms above provided, Lessee shall have the right and option of extending such Primary Term for two (2) additional one-year periods ("Option Term"). If Lessee exercises the First Option Term, the First Option Term shall commence three (3) years after the Commencement Date (i.e. March 15, 2023) and shall expire at midnight four (4) years after the Commencement Date (i.e. March 15, 2024). If Lessee exercises the Second Option Term, the Second Option Term shall commence four (4) years after the Commencement Date (i.e. March 15, 2023) and shall expire at midnight five (5) years after the commencement date (i.e. March 15, 2025). Tenant shall have no right to said Option Terms if Tenant is in default under the terms hereof at the times when such option is permitted and required to be exercised. Said options to extend hereby granted shall be exercised by Tenant’s delivery to Landlord of written notice of Tenant’s exercise of its option to extend at least three (3) months prior to the expiration date of the Primary Term

ARTICLES
Use and Possession of Premises

5.01 Permitted Use. The Premises shall be used exclusively for retail or commercial purposes which uses are listed as permitted uses with in the zone district in which the property is located by the City of Glenwood Springs.

5.02 Certain Covenants of Tenant with Respect to Use. In addition of the covenants set forth elsewhere in this Lease, Tenant agrees not to use or permit use of the Premises in such a manner or permit anything to be done in or on the Premises that will increase the rate of fire insurance thereon over that customarily charged for retail use, or which would prevent Landlord from obtaining or continuing in effect such insurance policies, nor will Tenant maintain or permit to be maintained on or in the Premises any activity or thing that may be dangerous to life or limb, nor will Tenant in any manner deface, injure, or commit waste in, on, or about the Premises, the Building or the Midland Center Subdivision or any portion thereof, or overload the floors, walls or ceilings, or permit any objectionable fumes, noise or odor to escape or be emitted from the Premises, or permit anything to be done in or on the Premises in any way tending to create a nuisance or to disturb any other owners or tenants of the Building or the Midland Center Subdivision, or to injure the reputation of the Building or the Midland Center Subdivision or to use or permit the use of the Premises for lodging purposes, or for any immoral or illegal purposes. If necessary to prevent the escape of any fumes, noise or odor from the Premises, Tenant agrees to provide additional sound attenuation for the Premises and to take all steps necessary to prevent fumes and odors from escaping the Premises.

5.03 Tenant Compliance with Requirements of Insurance Policies and Condominium Association Governing Documents. Tenant shall, at its sole cost and expense, comply with the requirements of all policies of insurance which at any time may be in force with respect to the Premises, and with the provisions of all contracts, s agreements and restrictions of which Tenant has notice affecting the Premises or any part thereof or the occupancy or use thereof. Tenant acknowledges and agrees that the Premises are a part of a condominiumized common interest community which will be subject to governance by the Condominium Association under the provisions of a Declaration and Rules and Regulations (collectively, the "Governing Documents"), copies of which are attached. Tenant acknowledges receipt of a copy of the Governing Documents and agrees to honor and abide by all of the provisions of the Governing Documents, as the same may from time to time be amended, at all times with respect to Tenant's occupation of the Premises.

5.04 Delivery of Possession. Landlord shall deliver possession of the Premises to Tenant on the Tenant Possession Date.

5.05 Inspection. On or immediately prior to the Tenant Possession Date, representatives of Landlord and Tenant shall make a joint inspection of the Premises, and the results of such inspection shall be reduced to a written memorandum, which memorandum shall be approved and executed on behalf of each party and then shall constitute a part of this Lease and be conclusive evidence with respect to the condition of the Premises on such date.

ARTICLE6

Tenant Improvements

6.01 Tenant Improvements Landlord and Tenant expressly acknowledge and agree that Landlord shall provide the Premises to Tenant on the Tenant Possession Date in a "as is" state, ready for Tenant finish. "as is" State ready for Tenant finish shall mean clean and clear of all previous tenants' furnishings ,except those purchased from the previous tenant or that Tenant allows to remain on the Premises and detailed in exhibit "C". All other improvements to the Premises necessary for Tenant's use or occupancy thereof shall be completed by Tenant, at Tenant's sole cost and expense, and are hereafter referred to as "Tenant Improvements." Tenant agrees to submit to Landlord, prior to the commencement of any Tenant Improvements (including any remodeling or alterations to the Premises), plans and specifications governing the Tenant Improvements in such detail as Landlord may require, and Tenant agrees not to commence work on any Tenant Improvements until Landlord has approved such plans and specifications in writing. Tenant shall proceed diligently with construction of the Tenant Improvements once work on the Tenant Improvements is commenced. At all times during construction of Tenant Improvements, Landlord and its representatives shall have the right to enter upon the Premises for the purpose of inspecting construction and the progress of the Tenant Improvements. In the event Tenant Improvements are begun prior to substantial completion of construction of the Building, Tenant acknowledges and agrees that Landlord may require that all such Tenant Improvements which could affect the structural or operational integrity of the Building or any of its systems be carried out by Landlord's construction contractor or subcontractors under the supervision of Landlord's construction contractor. All of Tenant's improvements shall be made at Tenant's sole cost and expense, including the cost of any required permits. Tenant hereby agrees to keep, defend and hold Landlord harmless from any and all Mechanic's Liens or other claims that may be filed against the Building or any portion thereof by reason of work performed on Tenant's improvements, including any and all costs and attorney's fees Landlord may incur in defending against said claims.

6.02 Tenant's Access Prior to Tenant Possession Date. At Landlord's sole option, Landlord may permit Tenant access to the Premises prior to the Tenant Possession Date, upon such terms and conditions as Landlord may designate. Tenant agrees that, in addition to any terms and conditions Landlord may designate for such access, such early access shall also be subject to all of the terms, covenants, and conditions of this Lease as the same shall be applicable thereto, except the covenants to pay Rent as set forth in Article 3.

6.03 Trade Fixtures; Personal Property At Tenant's sole cost and expense, Tenant shall have the right, but shall not be obligated, to install, use, replace, and remove Tenant's trade fixtures and personal property, such as, without limitation, telephone and other communications equipment and office furniture. Upon the expiration of the Term and if Tenant is not then in default under this Lease, Tenant shall have the right and the obligation to remove such trade fixtures and personal property from the Premises, and Tenant shall repair all damage to the Premises resulting from such removal.

ARTICLE 7

Maintenance and Repairs by Tenant

7.01 Tenant's Obligation to Maintain and Repair. At Tenant's sole cost and expense, Tenant shall keep the Premises and any adjoining and contiguous common areas free of all refuse

and debris and in a clean and orderly condition and shall perform all maintenance and repairs to the Premises. In addition, Tenant shall cause all refuse and garbage to be promptly placed in a proper secure container located in the area of the Building designated for such purpose and in such manner so as to prevent any fumes, objectionable odors or vermin. Boxes shall be broken down to allow for compact disposal. Tenant shall pay the costs of replacing light bulbs, ballasts, HVAC/furnace filters, broken glass, window and door hardware related to the Premises and shall perform similar tasks of maintenance and repair. Tenant shall keep all windows and the glass portion of all doors on the Premises clean., All window areas shall be kept free from storage items and other unsightly uses.

7.02 Failure to Perform Tenant Obligations with Respect to Maintenance and Repair. If Tenant fails to perform Tenant's obligations with respect to maintenance and repair within fifteen (15) days after Landlord's delivery to Tenant of notice of the need therefore, Landlord shall have the right to perform all or part of such maintenance and repairs, at the sole cost and expense of Tenant, and Tenant shall reimburse Landlord for such costs and expenses and pay to Landlord an amount equal to twenty percent (20%) of the cost thereof to cover Landlord's overhead and supervision expenses, within fifteen (15) days after Landlord's delivery to Tenant of an invoice therefore.

7.03 Responsibility for Performance of Other Maintenance and Repairs. Tenant acknowledges and agrees that responsibility for the foundations and structural soundness of the Building, exclusive of any work required because of damage caused by any act, omission or negligence of Tenant, any subtenant or their respective employees, agents, and invitees, is that of the Condominium Association. If the Condominium Association is required to make repairs by reason of any such act, omission or negligence by the Tenant, Landlord may enforce against Tenant the Condominium Association's right to reimbursement from Tenant for any such repairs.

ARTICLES
Compliance with Law; Liens; Indemnity

8.01 Compliance with Law. During the Term, Tenant shall, at its sole cost and expense, comply with and shall cause the Premises to comply with all governmental statutes, laws, rules, orders, regulations, and ordinances affecting the Premises or any part thereof, or the use thereof.

8.02 Title and Covenant Against Liens. Landlord's title to the Premises is and always shall be paramount to the title of Tenant, and nothing in this Lease shall empower Tenant to do any act which may encumber the title of Landlord. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen to the leasehold interest in the Premises arising from labor, materials, services, or equipment ordered or authorized by Tenant or its agents and employees, and in case of any such lien attaching, to immediately pay and remove or bond

same. Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law, or otherwise, to attach to or be placed upon the Premises, and any and all liens and encumbrances created by Tenant shall attach only to Tenant's interest in the Premises. If any such liens so attach and Tenant fails to pay and remove them or bond over and remove them within ten (10) days following notice from Landlord, Landlord, at its election, may pay and satisfy the same and in such event the sum so paid by Landlord, with interest from the date of payment at the rate set forth in Section 3.07, shall be

deemed to be additional Rent due and payable by Tenant at once without notice or demand.

8.03 Indemnification. To the extent permitted by law, Tenant agrees to pay, and to protect, indemnify, and save harmless Landlord and all beneficiaries, agents, and employees of Landlord from and against any and all liabilities, losses, damages, costs, expenses (including all attorney's fees and expenses of Landlord), causes of action, suits, claims, demands or judgments of any nature whatsoever (except those arising from acts of Landlord, its agents, or employees) arising from (a) any injury to, or the death of, any person or any damage to property on the Premises, (b) violation of any agreement or condition of this Lease, and (c) violation by Tenant of any contract or agreement to which Tenant is a party or any restriction, statute, law, ordinance, or regulation, in each case affecting the Premises or any part thereof or the occupancy or use thereof.

Colorado Governmental Immunity Act. Nothing in this Lease is intended to nor shall be construed so as to intend or imply any waiver on the part of Tenant of the provisions of the Colorado Governmental Immunity Act

8.04 Posting of Notices by Landlord. Landlord or its representatives shall have the right but not the obligation to go upon and inspect the Premises at all reasonable times. In the event that Tenant assumes the responsibility to construct tenant finishes, Landlord shall have the right but not the obligation to post and keep posted thereon notices that the Landlord's interest in the Premises shall not be subject to any lien for any work done on the Premises, as provided for by Section 38-22-105, C.R.S., or such other notices as Landlord may deem to be proper for the protection of Landlord's interest in the Premises. Landlord hereby designates Tenant as its agent for the sole purpose of posting in a conspicuous place upon the Premises a notice containing substantially the following language, which Tenant shall post prior to commencement of any work which will or may result in such liens:

> "Notice. (Name of Landlord) is Landlord of the Premises upon which improvements will be made by the Tenant. The interest of the Landlord in these Premises shall not be subject to any lien by virtue of work done or materials or equipment supplied by any contractor or other person, pursuant to this Notice and Section 38-22-105, C.R.S., as amended."

ARTICLE 9
Landlord's Right of Entry

9.01 Right of Entry. Tenant agrees that Landlord, its agents and employees or any other person authorized by Landlord may enter the Premises, upon twenty-four (24) hours' notice or in the case of emergency, for the purposes of inspecting the condition of the Premises; making any repairs required or permitted to be made by Landlord under the terms of this Lease; exhibiting the Premises to prospective purchasers or mortgagees of the Premises and to prospective tenants; and placing in or on the Premises during the last six (6) months of the Term at such places as may be determined by Landlord "for rent" or "for sale" signs or notices (provided, however, that such signs or notices shall not interfere with Tenant's reasonable use of its windows for display purposes).

9.02 Keys. Not later than the Tenant Possession Date, Landlord shall provide to Tenant a complete set of keys to each entrance and exit from the Premises. If Tenant at any time

adds or changes any lock to any entrance or exit, Tenant shall provide to Landlord a complete set of keys to such added or changed lock. It is acknowledged between the Parties that Landlord has agreed with the Glenwood Fire District to provide a "Knox Box" entry system for the Building in the case of emergency. Under this system, Landlord and Tenant agree that all locks in Tenant's space shall be operable by a single Master Key, which shall be located in the Knox Box in the Building at all times.

ARTICLE 10
Fixtures and Signs

10.01 Fixtures The installation, use and removal of trade fixtures and personal property used in or on the Premises is governed by Section 6.03 of this Lease. All other fixtures, including, without limitation, any equipment, conduits, and fixtures providing water, plumbing, electrical, heating, ventilation, air conditioning, lighting, and sewer service to the Premises, whether or not the same were furnished or installed by Tenant, shall become the property of Landlord upon expiration of the Term or earlier termination of Tenant's right to possession of the Premises under this Lease, and shall be conclusively presumed to have been conveyed by Tenant to Landlord under this Lease as a bill of sale without further payment or credit by Landlord to Tenant.

10.02 Signs. Tenant shall have the right to place signs and advertisements on the exterior and interior of the Premises in approved locations provided that the size, style, appearance, and location of all exterior signs and all interior signs visible from the exterior of the Premises shall be subject to the reasonable approval of Landlord and the Condominium Association prior to installation and shall be in compliance with applicable law and the Governing Documents. Landlord shall provide Tenant, at Landlord's sole cost, a sign box in an appropriate location on the exterior of the Premises for the placement of Tenant's sign. Tenant shall be responsible to supply the signboard to be placed within the sign box at Tenant's own cost. The cost of running electricity to the sign box for illumination shall be a matter of Tenant Finish. Landlord shall have the right to remove any such unapproved sign or advertisement without notice to Tenant, and Tenant shall pay Landlord's cost of removal within five (5) days after demand from Landlord to Tenant. Tenant shall, at its own expense, maintain and keep in good repair any of its signs and advertisements on the Premises, and upon expiration or earlier termination of Tenant's right to possession, remove all such signs and advertisements and repair any damage caused thereby.

ARTICLE 11

Insurance and Waiver of Claims

11.01 Insurance to be Provided by Tenant. At all times during the Term, Tenant shall, at its sole cost and expense, maintain in full force and effect the following types of insurance:

(a) Casualty insurance against loss or damage by fire and other risks from time to time included under "extended coverage" policies, in the amount of the full replacement cost of the Premises and all Tenant Improvements and all personal property and trade fixtures on the Premises;

(b) Comprehensive general public liability insurance (including contractual liability) against claims for bodily injury, death, or property damage occurring on, in, or about the Premises and the adjoining streets, sidewalks, and passageways, such insurance to afford protection of not less than $1,000,000.00 per person/$2,000,000.00 per incident, provided that such limits of liability shall be increased at the direction of Landlord if in Landlord's reasonable judgment increased limits are required to protect Landlord and Tenant against exposure for claims covered thereby;

(c) Workmen's compensation insurance in amounts required by applicable law covering all persons employed in connection with any work done on or about the Premises with respect to which claims for death or bodily injury could be asserted against Landlord, Tenant, or the Premises;

(d) Insurance against loss or damage to plate glass in or on the Premises; and

(e) Such other insurance on the Premises in such amounts and against such other insurable hazards which at the time are commonly obtained in the case of property similar to the Premises.

11.02 General Tenant Insurance Requirements. Each policy of insurance referred to in Section 11.01 shall be issued by companies of recognized financial standing authorized to issue such insurance in the State of Colorado, shall name as the insured parties Landlord (including its agents, beneficiaries, and other parties designated by Landlord, including any mortgagee of the Premises) and Tenant, as their interests may appear, and shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry. Every policy which Tenant is obligated to carry pursuant to 11.01 shall contain an agreement by the insurer that it will not cancel or fail to renew such policy or amend or reduce the coverage thereunder except after thirty (30) days' prior written notice to Landlord and that any loss otherwise payable thereunder shall be payable notwithstanding any act or negligence of Tenant which might, absent such agreement, result in a forfeiture of all or a part of such insurance payment and notwithstanding (a) occupation or use of the Premises for purposes more hazardous than permitted by the terms of such policy, (b) any foreclosure or other action or proceeding taken by any mortgagee of the Premises, or (c) any change in title or ownership of the Premises. On or prior to the Tenant Possession Date, Tenant shall deliver to Landlord certificates of the insurers, evidencing all of the insurance required to be maintained by Tenant hereunder together with evidence of the payment of all premiums therefor, and Tenant shall, within thirty (30) days prior to the expiration of any such insurance, deliver other certificates of the insurers evidencing the renewal or replacement of such insurance together with evidence of the payment of all premiums therefor. Should Tenant fail to maintain or renew any insurance provided for in this Section, or to pay the premiums therefor, or to deliver to Landlord any of such certificates, then and in any of such events, Landlord, at its option, but without obligation to do so, may, upon five (5) days' notice to Tenant, procure such insurance, and any sums so expended by Landlord (together with an amount equal to twenty percent (20%) of the sums so expended to cover Landlord's administrative expenses in procuring such insurance) shall be additional Rent hereunder and shall be paid by Tenant to Landlord on demand by Landlord to Tenant.

11.03 Insurance to be Provided by Condominium Association The Condominium Association shall, during the Term, keep in full force and effect the insurance coverages required by the Governing Documents. The cost of premiums for such insurance shall be a common expense of the Condominium Association and Tenant's pro rata share of the cost of such premiums shall be paid to Landlord as Additional Rent. Such policies of insurance shall name Landlord and Tenant as

insureds, as their interests may appear.

11.04 Waiver of Claims and Subrogation. Neither Landlord nor Tenant shall be liable to the other for any business interruption or any loss or damage to property or injury to or death of persons occurring on the Premises or in any manner growing out of or connected with Tenant's use and occupancy of the Premises, whether or not caused by the negligence or other fault of Landlord or Tenant or of their respective agents, employees, subtenants, licensees, invitees or assignees; provided, however, that this release shall apply to the extent that such business interruption, loss or damage to property, or injury to or death of persons is covered by valid and collected insurance policies, regardless of whether such insurance is payable to or protects Landlord or Tenant or both, and only to the extent of any recovery collected under such insurance policies. Landlord and Tenant agree to have all insurance which may be carried by either of them endorsed with a clause providing that any release from liability of or waiver of claim for recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of such policy or the right of the insured thereunder to recover thereunder and providing further than the insurer waives all rights of subrogation which such insurer might have against the other party. This release shall be in effect only so long as it is valid in the State of Colorado.

ARTICLE12
Condemnation

12.01 All of Premises Taken. If the whole of the Premises shall be taken or condemned for any public or quasi-public use or purpose by any competent authority by the exercise of the right of eminent domain or by agreement or conveyance in lieu thereof (each of the foregoing being hereinafter referred to as "Condemnation"), this Lease shall terminate as of the date possession shall be taken by such authority, and Tenant shall pay Rent and perform all of its other obligations under this Lease up to such date with a proportionate refund by Landlord of any Rent which shall have been paid in advance for periods subsequent to such date.

12.02 Less than All of Premises Taken. If less than all of the Premises is taken by Condemnation, and if the remainder of the Premises cannot be used for Tenant's continued use or occupancy for Tenant's business in the reasonable judgment of Tenant or if the portion of the Premises not taken cannot be feasibly restored to a leaseable unit in the reasonable judgment of Landlord, then in either such event Landlord or Tenant shall each have the right to terminate this Lease upon notice to the other party within thirty (30) days after possession is taken by such Condemnation. If this Lease is so terminated, it shall terminate as of the date possession shall be so taken, and Tenant shall pay Rent and perform all of its other obligations under this Lease up to such date with a proportionate refund by Landlord of any Rent which shall have been paid in advance for periods subsequent to such date and Tenant shall perform all of its other obligations under this Lease up to such date. If this Lease is not so terminated, it shall terminate only with respect to the portion of the Premises so taken as of the date possession shall be taken by such authority, and thereafter the Base Rent shall be reduced in direct proportion to the amount of leasable space of the Premises taken, and Landlord agrees, at Landlord's cost and expense, as soon as reasonably practical to restore the remainder of the Premises to a complete unit of similar quality and character as existed prior to such taking (to the extent feasible); provided that Landlord shall not be required to expend more on such restoration than an amount equal to the condemnation award received by Landlord on account of such taking (less all expenses, costs, and legal fees incurred by Landlord in connection with such award) and further provided that any such application of the proceeds of a condemnation award shall be subject to the rights of any mortgagee of the Premises.

12.03 Ownership of Award. As between Landlord and Tenant, all compensation, awards, and damages for any Condemnation of all or any portion of the Premises, including without limitation, all awards and damages as compensation for diminution in value of the leasehold, reversion and fee of the Premises, and the Tenant Improvements, but not any of Tenant's trade fixtures or personal property, shall belong to Landlord without any deduction therefrom for any present or future estate of Tenant.

ARTICLE13
Damage or Destruction

13.01 Damage or Destruction of Premises. In the event that the Premises are totally or partially damaged or destroyed by fire or other casualty, Landlord shall, at Landlord's expense, repair the damage and cause the Premises to be restored to the same condition as they were in immediately before such damage or destruction; provided, however, if (a) such damage results from a cause not insured, or (b) the cost of repair or restoration exceeds the amount of insurance proceeds available to Landlord for repair or restoration of the Premises, Landlord may elect to either repair or restore the Premises or to terminate this Lease upon giving notice of such election in writing to Tenant within sixty (60) days after the occurrence of the event causing such damage or destruction. If Landlord is required or elects to repair or restore as provided in this Section 13.01, Landlord shall repair or restore the damaged or destroyed areas of the Premises with due diligence and in any event within one hundred eighty (180) days of the event giving rise to such damage or destruction. If the casualty or the repairing or restoring shall render the Premises untenantable in whole or in part, a proportionate abatement of the Rent shall be allowed from the date when the damage or destruction occurs until the date when the Premises have been repaired or restored, such proportion to be computed on the basis that the portion of the leasable area of the Premises rendered untenantable and not used by Tenant bears to the aggregate leasable area of the Premises.

13.02 Effect of Lease. Unless this Lease is terminated by Landlord pursuant to Section 13.01, this Lease shall remain in full force and effect and Tenant shall have no right to terminate or cancel this Lease on account of any damage to or destruction of the Premises. There shall be no reduction or abatement of Rent as a result of any damage to or destruction of the Premises (except as expressly provided in Section 13.0I).

ARTICLE 14
Assignment, Subletting and Encumbrance

14.01 Assignment and Subletting Tenant shall not have the right to assign this Lease or any interest in this Lease or to sublet the whole or any part of the Premises without the prior written consent of Landlord in each and every instance, which approval shall not be unreasonably withheld.. For the purposes of this provision, any transfer of a majority or controlling interest in Tenant (whether in one or more related or unrelated transactions), whether by transfer of stock, consolidation, merger, transfer of a partnership interest or transfer of any or all of Tenant's assets or otherwise, or by operation of law, shall be deemed an assignment of this Lease. Any assignment or sublet in contravention of this Section 14.01 shall be void and shall be a default under this Lease. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain directly, primarily, and fully responsible and liable for the payment of Rent under this Lease and for compliance with all of Tenant's other obligations under the terms, provisions and covenants of Tenant contained in this Lease. Upon the occurrence of an event of default, if the Premises or any part thereof are then assigned or sublet, Landlord, in addition to any other remedies provided to

Landlord in this Lease or provided by law, may, at Landlord's option, collect directly from such assignee or subtenant all rents and other moneys becoming due to Tenant under such assignment or sublease and apply such rents and other moneys against any sums due to Landlord from Tenant under this Lease, but no such collection shall be construed to constitute a novation or a release of Tenant from the further performance of Tenant's obligations under this Lease.

14.02 Encumbrance. Tenant shall not mortgage, pledge, or encumber this Lease, nor shall Tenant mortgage, pledge, or encumber the interest of Tenant in and to any sublease of the Premises or the rents or other sums payable thereunder, without the prior written consent of Landlord, which consent may be granted or withheld in the sole discretion of Landlord. In addition, Tenant shall not allow or permit any transfer of this Lease or any interest in this Lease by operation of law. Any such mortgage, pledge, encumbrance, or transfer made in violation of this Section 14.02 shall be void.

ARTICLE 15

Tenant's Default; Landlord's Remedies

15.01 Tenant's Default. Each of the following events shall constitute a default by Tenant under this Lease (a "Tenant Default"):

(a) The failure of Tenant to pay any Rent or other amount payable by Tenant under this Lease within ten (10) days after delivery by Landlord of written notice to Tenant that any such payment has become due or the failure of Tenant to pay any Rent or other amount payable by Tenant under this Lease when due on two or more occasions during any twelve-month period; or

(b) The failure of Tenant to cure, immediately after notice from Landlord, any hazardous condition which Tenant has created or suffered to exist in violation of law or of this Lease; or

(c) The failure of Tenant to observe or perform any of the covenants in this Lease with respect to assignment, subletting and encumbrance set forth in Article 14, regardless of whether any such assignment, subletting, or encumbrance is void or voidable; or

(d) The failure of Tenant to observe or perform any other provision of this Lease to be observed or performed by Tenant for a period of fifteen (15) days after Landlord shall have delivered to Tenant written notice of such failure; provided, however, that if Tenant shall exercise in good faith diligent efforts within such fifteen (15) day period to cure such failure but shall not be able to do so, the time within which Tenant must cure such default shall be extended for such time as may be reasonably necessary to cure such default, provided that Tenant proceeds diligently to cure such default; or

(e) Tenant shall (i) voluntarily be adjudicated a bankrupt or insolvent, (ii) seek or consent to the appointment of a receiver for any part of Tenant's property, (iii) file a petition seeking relief under the bankruptcy or similar laws of the United States or any state or any other competent jurisdiction, (iv) make a general assignment for the benefit of creditors, or (v) admit in writing its inability to pay its debts as they mature; or

(f) A court of competent jurisdiction shall enter an order, judgment or decree appointing, without the consent of Tenant, a receiver or trustee for it or for all or any part of its property or approving a petition filed against it seeking relief under the bankruptcy or other similar laws of the United States or any state or other competent jurisdiction; or

(g) A judgment is entered against Tenant, or any attachment, levy or garnishment is issued or served against Tenant or the property of Tenant, and such judgment is not stayed or dismissed within thirty (30) days after the entry thereof.

15.02 Landlord's Remedies In the event of a Tenant Default, Landlord shall have the following rights and remedies:

(a) Following notice to Tenant, to terminate this Lease or to terminate Tenant's right of possession of the Premises on a date specified in the notice;

(b) Whether or not this Lease shall have been terminated pursuant to paragraph (a) above, to re-enter and repossess the Premises or any part thereof and to remove all persons and property therefrom;

(c) At any time and from time to time after repossession of the Premises or any part thereof, to relet the Premises or any part thereof, in the name of Tenant or Landlord or otherwise, without notice to Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions and for such uses as Landlord may determine, and Landlord may collect and receive any rents payable by reason of such reletting, without responsibility or liability for any failure to collect any rent for such reletting;

(d) To pursue all other rights and remedies to which Landlord may be entitled, whether at law or in equity.

15.03 Rights Cumulative; Non-Waiver. No right or remedy under this Lease conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Lease or now or hereafter existing at law or in equity. The failure of Landlord to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in this Lease shall not be construed as a waiver or relinquishment thereof for the future. The receipt by Landlord of any Rent or any other sum payable under this Lease with knowledge of the breach of any covenant or agreement contained in this Lease shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. In addition to the other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by

applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreement, conditions, or provisions of this Lease, or to a decree compelling performance of this Lease, or to any other remedy allowed to Landlord at law or in equity.

15.04 Landlord's Right to Cure. Landlord may, but shall not be obligated to, cure any default by Tenant after complying with the notice provisions set forth in this Article, and whenever Landlord so elects, all costs and expenses paid or incurred by Landlord in curing such default, including without limitation attorney's fees and expenses, shall be Additional Rent due on demand with interest as provide in Section 3.07.

15.05 Waiver by Tenant. In the event Landlord shall terminate this Lease or repossess the Premises as provided in this Article 15, Tenant waives all right to recover or regain possession of the Premises or to save forfeiture of this Lease by payment of Rent due or by performance of any of the other obligations and agreements of Tenant under this Lease.

ARTICLE 16
Landlord's Default; Tenant's Remedies

16.01 Landlord's Default. After the Tenant Possession Date, in the event of Landlord's failure to perform any of the terms, conditions, covenants and obligations under this Lease to be performed by Landlord within thirty (30) days after the date on which Landlord receives notice from Tenant specifically describing such failure, Tenant may cure such default by Landlord on behalf of, and at the sole reasonable cost and expense of Landlord. Landlord shall reimburse Tenant for Tenant's such cost and expense within thirty (30) days after receiving an invoice therefore from Tenant. Notwithstanding the foregoing, if Landlord shall exercise in good faith reasonable efforts within such thirty (30) day period to cure the failure specified in the notice but shall not be able to do so because of factors outside Landlord's control, then any such failure shall not be a default under this Lease as long as Landlord shall continue to exercise in good faith reasonable efforts to cure such failure and shall do so within a reasonable period of time.

ARTICLE 17
Indemnification; Legal Expenses

17.01 Indemnification. Notwithstanding any provision of this Lease relating to insurance coverages or otherwise and to the extent permitted by law, Tenant agrees to and shall save and hold harmless and indemnify and defend with legal counsel approved by Tenant Landlord from and against any and all expenses, costs, judgments, awards, damages, liabilities or claims (including reasonable attorneys' fees and expenses) for loss or damage to property, or injury or death to persons, or any other form of claim or loss whatsoever arising or occasioned in whole or in part from or in connection with (a) any occurrence in, upon or about the Premises or any part thereof; (b) any acts or omissions by Tenant, its agents, officers, employees, invitees, customers, licensees, contractors, subcontractors, and sublessees; (c) any other occurrence, cause or reason arising out of or in any way connected with Tenant's use or occupancy of the Premises or the conduct of Tenant's business. Tenant's indemnity set forth in

this paragraph shall not serve to indemnify Landlord against damages that arise solely through the negligence of Landlord, its employees or agents.

17.02 Legal Expenses In the event either Landlord or Tenant shall be in default in the performance of any of their respective obligations under this Lease, the defaulting party shall be obligated to reimburse the other party, in addition to any other legal or equitable remedies or damages that may be recoverable, for all reasonable attorneys' fees and expenses and litigation expense incurred or paid by it in connection therewith. In the event Landlord shall, without fault on its part, be made a party to any litigation commenced against Tenant, if Tenant, at its expense, shall fail to provide Landlord with counsel approved by Landlord, Tenant shall pay as Additional Rent all costs and attorneys' fees and expenses incurred or paid by Landlord in connection with such litigation. In the event Tenant shall, without fault on its part, be made a party to any litigation commenced against Landlord, if Landlord, at its expense, shall fail to provide Tenant with counsel approved by Tenant, Landlord shall reimburse Tenant for all costs and attorneys' fees and expenses incurred or paid by Tenant in connection with such litigation.

ARTICLE 18
Subordination;MortgageeProtection;Attornment

18.01 Estoppel Certificate. Within five (5) days after request therefor by Landlord, Tenant agrees to deliver a certificate in the form presented by Landlord to any mortgagee or purchaser or proposed mortgagee or purchaser of the Premises, or to Landlord, certifying (or noting any exceptions) to such matters as may be reasonably requested by Landlord, including without limitation the following: (a) that Tenant is in full and complete possession of the Premises, such possession having been delivered by Landlord and accepted by Tenant; (b) that this Lease is in full force and effect and has not been amended, modified, supplemented, or superseded; (c) that there is no existing default on the part of Landlord in the performance of any covenant, agreement, or condition contained in this Lease to be perforn1ed by Landlord; and (d) that no Rent or other charges have been prepaid by Tenant.

18.02 Subordination This Lease is subject and subordinate to all mortgages and/or deeds of trust which now or hereafter may affect the Premises or the Midland Center Subdivision and Tenant shall execute and deliver upon demand of Landlord any and all instruments acknowledging subordination of this Lease, in the manner requested by Landlord, to any new and/or existing mortgage or deed of trust. In the event that Tenant's interest is subordinated, the mortgagee or other secured party shall agree that it shall not disturb Tenant's possession of the Premises, provided that Tenant is not in default under the terms and conditions of this Lease.

18.03 Mortgagee/Secured Party Protection Tenant agrees to give any mortgagee or trustee for a secured party of the Premises or the Midland Center Subdivision, by registered or certified mail, a copy of any notice of default served upon Landlord by Tenant, provided that prior to such notice, Tenant has been notified in writing (by way of service on Tenant of a copy of an assignment of rents and leases, or otherwise) of the name and address of such mortgagee or trustee.

18.04 Attornment. In the event that Landlord sells, conveys, transfers or grants the Midland Center Subdivision or the Premises to any person, company or other entity during the Term, Tenant agrees to attorn to such new owner, and Landlord shall be released from performance under this Lease. To the extent practicable, should Landlord sell, transfer, or grant the Midland Center Subdivision or the Premises to any person, company or entity during the Lease Term, Landlord shall provide that the transferee shall honor the terms of this Lease.

ARTICLE 19
Surrender and Holdover

19.01 Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall peaceably leave and surrender the Premises to Landlord broom-clean and in as good order and condition as upon the Tenant Possession Date, subject to (a) permitted Tenant Improvements; (b) normal wear and tear; (c) repairs and restoration for which Tenant is responsible under this Lease having been completed. Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of Rent and shall inform Landlord of all combinations on locks, safes, and vaults, if any, on the Premises. Tenant shall, at its expense, remove from the Premises on or prior to such expiration or earlier termination all trade fixtures and personal property on the Premises (including all exterior and interior signs) as provided in Section 6.03, and Tenant shall, at its expense, on or prior to such expiration or earlier termination, repair any damage caused by such removal. Any property not so removed shall become the property of Landlord, and Landlord may thereafter cause such property to be removed from the Premises and disposed of, but the cost of any such removal and disposition and the cost of repairing any damage caused by such removal shall be borne by Tenant.

19.02 Holdover. If Tenant shall continue to occupy the Premises after the expiration of the Term of this Lease or earlier termination, then Tenant shall have agreed without any further action to be occupying the Premises as a tenant from month to month, subject to the terms and conditions of this Lease; provided, however, that the annual Base Rent payable with respect to such holdover period shall be an amount equal to one hundred twenty- five percent (125%) of the annual Base Rent payable by Tenant during the Lease Year immediately preceding such holdover; and further provided that if Tenant shall refuse to vacate the Premises upon thirty (30) days' notice from Landlord after commencement of the holdover period, Tenant shall also pay all damages, consequential as well as direct, sustained by Landlord by reason of such holding over.

ARTICLE20
Deposit

Deposit On the date of the execution of this Lease, Tenant shall deposit with Landlord the amount of the Deposit specified in Section l.0l(d) as partial security for the full and faithful performance by Tenant of the terms of this Lease. Landlord may use, apply, or retain the whole or any part of such Deposit to the extent required for the payment of any Rent as to which Tenant is in default, or for the payment of any other amount which Landlord may be required to pay by reason of Tenant's default with respect to any of the terms of this Lease. Any portion of the Deposit so used or applied by Landlord shall immediately be repaid by Tenant to Landlord after notice to Tenant

from Landlord. Landlord may also apply any portion of the Deposit to the cost of constructing the Building, in which event Tenant shall not be responsible to restore to Landlord such portion of the Deposit. Landlord may commingle the Deposit with any other funds.

20.01 Return of Deposit to Tenant. Within sixty (60) days after termination of this Lease, Landlord shall return the Deposit to Tenant, less any sums used or applied by Landlord upon any default which are to be reimbursed by Tenant under the terms of this Lease.

20.02 No Interest on Deposit. Tenant shall not be entitled to receive any interest on the Deposit.

ARTICLE21
General Provisions

21.01 Successors. Subject to the provisions Article 14, all of the provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

21.02 Notices and Place for Payment of Rent For the purpose of paying Rent and other amounts payable by Tenant to Landlord under this Lease, such payments shall be payable to Jack Gustafson and sent or delivered to:

Jack Gustafson
282 Watersedge Ct.
Grand Junction, Colorado 81503

Payments may also be made electronically into the Landlord's bank account. For the purpose of all other notices and communications between the parties, the addresses of Landlord and Tenant are:

Landlord: Jack Gustafson
282 Watersedge Ct.
Grand Junction, Colorado 81503
Phone Number: 970-985-4131

Tenant: Roaring Fork Transit Authority
Attention: Angela Henderson
1340 Main Street
Carbondale Colorado, 81623
……

All such notices and other communications between the parties under this Lease shall be in writing and shall be deemed to have been properly given if personally served or sent by registered or certified mail, postage prepaid, return receipt requested, or by overnight courier, addressed to the parties at the respective addresses set forth above, or by fax, transmitted to the respective fax numbers set forth above (provided such fax is confirmed by sending a copy of such fax in any other manner permitted in this paragraph within two (2) days of such fax transmission). Any notice or other communication which is mailed shall be deemed to have been delivered on the second business day following deposit in the United States mails. Any party may change its address for the purposes of this Section 21.02 to a different address in the United States by notice to the other party delivered in the manner permitted by this paragraph.

21.03 No Option. The submission of this Lease for examination does not constitute an offer to enter into a lease, and this Lease shall become effective only upon execution and delivery hereof by Landlord and Tenant and payment of the Deposit by Tenant to Landlord.

21.04 Broker. Tenant represents and warrants to Landlord that Tenant has not dealt with any broker or finder entitled to any commission, fee, or other compensation by reason of the execution and delivery of this Lease, except as otherwise disclosed to Landlord in writing. Tenant agrees to indemnify and hold Landlord harmless from any charge, liability, or expense (including attorneys' fees and expenses) Landlord may suffer, sustain, or incur in respect or any claim for a commission, fee, or other compensation by a broker or finder claiming by, through or under Tenant. Landlord will satisfy any obligation to Landlord's listing agent in respect to this Lease.

21.05 Headings and Captions The headings and captions contained in this Lease are inserted for convenience of reference only, and are not to be deemed part of or to be used in construing this Lease.

21.06 Joint and Several Liability. If there is more than one Tenant, the liability of all such parties for compliance with and performance of the terms and covenants of this Lease shall be joint and several.

21.07 Partial Invalidity The invalidity or unenforceability of any term or provision of this Lease shall not affect the validity or enforceability of the remainder of this Lease.

21.08 Survival Any provision of this Lease which obligates Landlord or Tenant to pay an

amount or perform an obligation before the Tenant Possession Date or after the expiration of the Term shall be binding and enforceable notwithstanding that payment or performance is not within the Term, and the same shall survive.

21.09 Entire Agreement; Amendments. This Lease, including the Exhibits hereto and any Guaranty hereof, constitute the entire agreement of the parties and no promise, representation, warranty, covenant, agreementor understanding not specifically set forth in this Lease or such Guaranty shall be binding upon either party. This Lease may not be amended, modified or supplemented in any manner except in writing signed by the parties.

21.10 Recordation. If Landlord or Tenant requests, the parties shall execute and acknowledge a short fom1 of lease for recording purposes, which short form of lease shall be recorded at the expense of the party requesting the same, and that party shall pay any documentary transfer tax or other special tax or assessment associated with, or occasioned by, such recording.

21.11 Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of Colorado. The parties agree hereby that the courts of Garfield County, State of Colorado shall be the sole venue for any action filed with respect to this Lease or the rights of the parties hereto.

21.12 Authority of Persons Acting an Behalf of Tenant and Certain Other Matters. In the event Tenant is a corporation, limited liability company, trust or partnership, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that: Tenant is a duly organized corporation, limited liability company or partnership qualified to do business in the State of Colorado; all Tenant's franchise and corporate (if applicable) taxes have been paid to date; all future forms, reports, fees, and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and such persons are duly authorized to execute and deliver this Lease on behalf of Tenant. Landlord may require an opinion of counsel confirming the foregoing.

21.13 Authority of Persons Acting on Behalf of Landlord. Landlord hereby covenants that the person executing this Lease on behalf of Landlord is duly authorized to execute and deliver this Lease on behalf of Landlord.

21.14 Interpretation. This Lease shall not be construed more stringently in favor of one party against the other regardless of which party prepared the same.

21.15 Time of the Essence. Time is of the essence with respect to this Lease.

21.16 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

21.17 Additional Documents. The parties agree to obtain, execute, deliver and file such additional documents, instruments and consents as may be reasonably requested by either party, at

the sole cost and expense of the requesting party, in order to fully effectuate the terms and conditions of this Lease.

IN WITNESS WHEREOF, the parties have executed and delivered this Lease as of the day and year first above written.

LANDLORD: Jack Gustafson

_ _____

TENANT: Roaring Fork Transit Authority

_____

By: RFTA CEO

ADDENDUM 1

GOVERNMENTAL ENTITY ADDENDUM

ADDENDUM "1" TO THAT LEASE EFFECTIVE AS OF MARCH15, 2021 BETWEEN THE ROARING FORK TRANSPORTATION AUTHORITY (“RFTA”) as Tenant and JACK GUSTAFSON as Landlord regarding Unit 220 Midland Center Condominiums (the “Lease”) and is intended to amend and supplement the Lease.

In the event of conflict between the provisions of the Lease and this Addendum the provisions of this Addendum shall prevail. The Lease as amended by this Addendum shall comprise the entire agreement between the parties, and shall be considered to be the Lease only after both the Lease and this Addendum are executed by both parties.

1. **Indemnification by LANDLORD.** LANDLORD shall indemnify, hold harmless and, not excluding RFTA 's right to participate, defend RFTA , its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys’ fees and costs, (hereinafter referred to collectively as “claims”) for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of LANDLORD or any of its officers, directors, agents, or employees. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such Landlord to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by LANDLORD from and against any and all claims. It is agreed that LANDLORD will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Lease, the LANDLORD agrees to waive all rights of subrogation against RFTA its officers, officials, agents and employees for losses arising from the work performed by the LANDLORD for RFTA. Nothing contained herein waives or is intended to waive any protections that may be applicable to RFTA under the Governmental Immunity Act, §24-10-101 et. Seq., C.R.S., or any other rights, protections, immunities, defenses or limitations on liability provided by law, and subject to any applicable provisions of the Colorado Constitution and applicable laws.

2. **Indemnification by RFTA.** Colorado entities are generally precluded from entering into agreements for indemnification. Wherever, the Lease provides for an indemnification by RFTA such indemnification shall

be limited only to the extent permitted by law.

3. **No Waiver of Governmental Immunity Act or other Protections for a Governmental Entity.** The parties hereto understand and agree that RFTA is relying on, and does not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act et seq., C.R.S. § 24-10-101 et seq. as from time to time amended, or any other rights, protections, immunities, defenses or limitations on liability provided by law or any applicable provisions of the Colorado Constitution and other applicable laws or otherwise available to RFTA, its subsidiary, associated and/or affiliated entities, successors, or assigns; or its elected officials, employees, agents, and volunteers.

4. **No Joint Venture**. Nothing in this Lease shall be construed to create a joint venture, partnership, employer/employee or other relationship between the Parties other than independent contracting parties. Except as permitted under the remedies, provisions hereunder, neither Party shall have the express or implied right to act for, on behalf of, or in the name of the other Party.

5. **No Third-Party Beneficiary.** No third party may enforce or rely upon this Lease.

6. **Non-appropriation of Funds**. RFTA's financial obligation under the Lease shall be contingent upon the availability of appropriated funds from which payment for the Lease purposes can be made. No legal liability on the part of RFTA for any payment may arise until funds are appropriated and made available for the Lease by RFTA's Board of Directors.

7. **Extension or Modification.** This Lease may not be amended or supplemented, nor may any obligations hereunder be waived, except by Lease signed by both parties. No additional services or work performed by LANDLORD shall be the basis for additional compensation unless and until LANDLORD has obtained written authorization and acknowledgement by RFTA for such additional services in accordance with RFTA's internal policies. Accordingly, no course of conduct or dealings between the parties, nor verbal change orders, express or implied acceptance of alterations or additions to the Services, and no claim that RFTA has been unjustly enriched by any additional services, whether or not there is in fact any such unjust enrichment, shall be the basis of any increase in the compensation payable hereunder. In the event that written authorization and acknowledgment by RFTA for such additional services is not timely executed and issued in strict accordance with this Lease, LANDLORD's rights with respect to such additional services shall be deemed waived and such failure shall result in non-payment for such additional services or work performed.

8. **Governing Laws and Venue.** This Lease shall be governed by the laws of the State of Colorado. This Lease shall be deemed entered into in Garfield County and the location for settlement of any and all claims, controversies and disputes arising out of or related to this Lease or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in Garfield County.

9. **Non-waiver.** No failure or waiver or successive failures or waivers on the part of either party, its successors or permitted assigns, in the enforcement of any condition, covenants, or article of this Lease shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

10. **Colorado Open Records Act.** The LANDLORD acknowledges and agrees that all records of RFTA are subject to the Colorado Open Records Act, C.R.S. 24-72-201 through 24-72-309 et seq. Any request for information directed to the LANDLORD, pursuant to the Colorado Open Records Act, by the public shall be immediately redirected to RFTA for handling. RFTA shall be responsible for providing response to requests pertaining to this Lease, either directly or indirectly under the Colorado Open Records Act.

LANDLORD: Jack Gustafson

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TENANT: Roaring Fork Transit Authority

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By: RFTA CEO

UPPER LEVEL
LOWER LEVEL
190
150
170
220
230
250
260
270