

please provides document that conveys the open space to the HOA.

Submittal Note:

This is a leasehold condominium authorized pursuant to C.R.S. 38-33.3-206. The conveyance of the undivided interests in the common elements to ultimate owners is effectuated via the ground lease and declaration. Thus, the ground lease and declaration are submitted in place of the county's requirement of a deed.

GROUND LEASE
LEASE FACING PAGE

LEASE DATE: August 1, 2020

LANDLORD: MONUMENT HILL BUSINESS PARK, LLC, a Colorado limited liability company
PO Box 2490
Monument, CO 80132

TENANT: MONUMENT HILL BUSINESS PARK DEVELOPMENT, LLC, a Colorado limited liability company
PO Box 2490
Monument, CO 80132

PERMITTED USES OF THE LEASED GROUND:

Construction and occupancy of the Facilities as defined per and in compliance with the County of El Paso Zoning Code or any other applicable governmental agency with jurisdiction.

LEASE TERMS:

- **Term:** The term of this Lease shall be for a period commencing on the Lease Date, and ending on July 31, 2119 unless sooner terminated as herein provided.
- **Base Rent:** \$46,188.00 per year, payable in equal monthly installments, adjusted on each third (3rd) anniversary of the Base Rent Commencement Date by the Consumer Price Index Adjustment commencing on the first (1st) day of the third (3rd) Lease Year. Under no circumstances shall the amount of the Base Rent be decreased pursuant to any adjustment.

THIS LEASE FACING PAGE, together with the General Lease Provisions and any Attachments or Riders attached hereto and initialed by the parties, will constitute the Lease between Tenant described above, as Tenant, and the Landlord described above as Landlord, for the land described in Attachment A to this Lease, made and entered into as of the Lease Date specified above.

Attachments:

- ___ (A) Description of Leased Ground
- ___ (B) Title Exceptions
- ___ (C) Tenant Acceptance

GROUND LEASE
GENERAL LEASE PROVISIONS

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration and the mutual covenants contained herein, Landlord and Tenant hereby covenant and agree as follows:

1. Definitions.

1.1 All terms appearing on the Lease Facing Page will have the meanings ascribed thereon.

1.2 The following terms will have the following meanings wherever they appear in this Lease.

(a) "Association" will mean The Monument Hill Business Park Personal Warehouse Condominium Association, Inc., a Colorado non-profit corporation formed for the purposes of representing and acting on behalf of and for the benefit of the Unit Owners, arranging for common area and exterior maintenance of the Leased Ground and the Facilities, governing use of the common areas on the Leased Ground, and collecting and paying Base Rent therefor and any other amounts that become due hereunder to the Landlord, and any successor in interest to the Landlord.

(b) "Base Rent" will mean Base Rent for the Leased Ground in the amount stated on the Lease Facing Page, as adjusted in accordance with the terms of this Lease.

(c) "Base Rent Commencement Date" will mean the first day of the first month following the issuance by the appropriate governmental authority of a certificate of occupancy or temporary certificate of occupancy for the first Facilities (or if no governmental authority issues a certificate of occupancy, the date upon which the general contractor for the first Facilities certifies that they are complete) constructed on the Leased Ground but not later than twelve (12) months after the date of this Lease.

(d) Left blank intentionally.

(e) "Condominium Association" shall mean the "Association" created under the Condominium Declaration.

(f) "Condominium Declaration" will mean that certain Condominium Declaration of The Monument Hill Business Park Personal Warehouse Condominiums executed by both Tenant and Landlord and to be recorded in the Official Public Records of El Paso County, Colorado

(g) “Consumer Price Index Adjustment” will mean an amount equal to the Percentage Increase (defined below) in the “Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average- All Items (1982-1984=100),” published by the U.S. Department of Labor, Bureau of Labor Statistics multiplied by the then current Base Rent. If the Consumer Price Index is no longer published by the Bureau of Labor Statistics of the Department of Labor or its successor government agency, a consumer price index published by a United States governmental entity selected by the Landlord will be substituted. If no consumer price index is published by a United States governmental entity, the Landlord acting reasonably will select an index or other method of adjustment closely approximating an adjustment based upon the Consumer Price Index. “Percentage Increase” shall mean a percentage equal to a fraction, the numerator of which shall be the change in the Index from the third month preceding the Base Rent Commencement Date to the third month preceding the current adjustment date of the Base Rent. The fraction denominator shall be the Index for the third month preceding the Base Rent Commencement Date.

(h) “Facilities” will mean the buildings located upon the Leased Ground, which have at least one Unit.

(i) “Landlord” will mean MONUMENT HILL BUSINESS PARK, LLC, a Colorado limited liability company, and any successors or assigns.

(j) “Lease” will mean this Agreement.

(k) “Lease Facing Page” will mean the page or pages of this Lease identified as the “Lease Facing Page.”

(l) “Lease Year” will mean the one (1) year period commencing on the first (1st) day of the month following the Lease Date or on an anniversary of such first (1st) day of the month following the Lease Date.

(m) “Leased Ground” will mean the real property described in Attachment “A” attached hereto, together with all rights, privileges, easements, rights of ingress and egress, improvements and appurtenances of whatever kind and character, benefiting, belonging or appertaining thereto.

(n) Left blank intentionally.

(o) “Prime Rate” will mean the prime rate of interest published in the Western Edition of *The Wall Street Journal* or any successor publication from time to time, adjusted for any change in such prime rate, provided that if neither *The Wall Street Journal* nor any successor publication is published, the published prevailing rate of interest charged to most favored customers by a bank or other lending institution reasonably selected by the Landlord.

(p) "Rules and Regulations" will mean rules and regulations uniformly applied to all Unit Owners, as may be adopted by the Association from time to time and approved by the Landlord.

(q) "Taxes" will mean all taxes, fees, special and general assessments, water rents, rates and charges, sewer rents and other governmental (including taxing districts or other authorities presently or hereafter created) impositions and charges of every kind and nature whatsoever, extraordinary, as well as, ordinary under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations, and the like. In addition, "Taxes" will mean all personal property taxes, and all real estate taxes and assessments or substitutes therefore or supplements thereto upon all or any portion of the Leased Ground or any improvement thereon.

(r) "Tenant" will mean MONUMENT HILL BUSINESS PARK DEVELOPMENT, LLC, a Colorado limited liability company, the initial address of which will be PO Box 2490, Monument, CO 80132. The term "Tenant" also includes each of MONUMENT HILL BUSINESS PARK DEVELOPMENT, LLC's successors and assigns, including without limitation, each Unit Owner. Once MONUMENT HILL BUSINESS PARK DEVELOPMENT, LLC has conveyed all of its interests in the Leased Ground to a Unit Owner or Unit Owners, it shall automatically cease being a Tenant and shall have no further obligations hereunder.

(s) "Term" will mean the period commencing on the Lease Date and ending May 31, 2119.

(t) "Unit" means a separately designated unit within the Facilities.

(u) "Unit Owner" will mean the owner of the Unit on the Leased Ground.

2. Recitals.

2.1 Tenant desires to lease the Leased Ground from Landlord for the purpose of providing to the Unit Owners, through the Condominium Declaration, the Leased Ground for construction and location of the Facilities and use of the Facilities for the Permitted Uses through pro-rata assignments of Tenant's interest in this Lease to Unit Owners.

2.2 Landlord is willing to lease the Leased Ground to the Tenant for such purposes, upon the terms and conditions set forth herein.

Accordingly, the parties agree as follows:

3. Lease.

Landlord hereby leases to Tenant and Tenant hereby Leases from Landlord the Leased Ground, upon and subject to the terms, conditions, covenants and provisions contained in this Lease. Landlord and Tenant hereby agree to be bound by the area and description of the Leased Ground, as set forth in Attachment "A." Within ten (10) days after the Lease Date, Tenant shall execute an acceptance letter substantially in the form of Attachment "C," annexed hereto, setting forth the commencement of the Lease, and the other information required therein. The failure of Tenant to so deliver the acceptance letter shall constitute a ratification of the information therein.

4. Rent.

4.1 Tenant, in consideration of this Lease, covenants and agrees to pay, or cause the Association to pay, to the Landlord during the Term of this Lease, commencing upon the Base Rent Commencement Date, the Base Rent, without any suspension, diminution, abatement, setoff, offset, deduction, or reduction whatsoever.

4.2 Base Rent will be payable in advance, in monthly installments, without notice or demand therefor upon the first day of each and every month of the Lease commencing upon the Base Rent Commencement Date by Tenant to the Landlord by ACH withdrawal or some other form of automatic payment reasonably acceptable to Landlord, or such other payment method or to such other payee or address as Landlord will hereafter designate in writing from time to time by notice to Tenant, under the provisions of Section 30. Base Rent for any part calendar month during the Term will be adjusted on a per diem basis.

4.3 Landlord will receive the rent herein provided without any liability incurred for (or without any deduction for) any cost, or costs by reason of any taxes, any insurance premiums or any repairs or maintenance to improvements as any of such items of cost may apply to the Leased Ground.

4.4 It is the purpose and intent of Landlord and Tenant that this is a net lease and that the rent, except as herein otherwise provided, will be absolutely net to Landlord, so that this Lease will yield, net, to Landlord, the net rent specified in Section 4.1 hereof in each year during the original Term of the Lease hereof, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Leased Ground, except as herein otherwise provided, which may arise or become due during or out of the this Lease will be paid by Tenant, and that Tenant will indemnify, defend, and save Landlord harmless from and against the same; provided, however, that nothing herein contained will be construed to require Tenant to pay the principal of, or interest on, any indebtedness secured by any mortgage on the Leased Ground created by Landlord for the benefit of Landlord. All sums other than Base Rent payable by Tenant under this Lease shall be deemed additional rent, regardless of whether any such sum is expressly

characterized as, or stated to be, additional rent, and shall be payable within ten (10) days after written demand by Landlord unless other payment dates are set forth herein. Tenant's payment obligations hereunder shall continue and shall not be satisfied until and unless Landlord timely receives such payment. Tenant's payment to the Association of any payment obligations hereunder shall not relieve Tenant of its payment obligations to Landlord until and unless the Association timely pays such amounts to Landlord. Landlord shall have the same rights and remedies with respect to the failure by Tenant to pay additional rent as Landlord has with respect to the failure by Tenant to pay Base Rent. Other than Base Rent, the payment of which shall start on the Base Rent Commencement Date, Tenant shall commence paying all other expenses associated with the Lease Ground required to be paid hereunder on the Lease Date.

4.5 Commencing on the first (1st) day of the fourth (4th) Lease Year and each third (3rd) year thereafter, the amount of Base Rent will be adjusted by the Consumer Price Index Adjustment.

4.6 In addition to any other rights and remedies provided Landlord, any and all payments, whether for Base Rent or additional rent, or for other charges, adjustments or assessments, which remain unpaid for five (5) days after the due date, will be subject to an administrative service charge of ten percent (10%) of the total overdue amount.

5. Utilities.

Tenant will pay, or cause the Association to pay, as additional rent, all sewer rents and charges for water, heat, gas, hot water, electricity, internet/WiFi, light and power and other service, or services, furnished to the Leased Ground, the Facilities and the users thereof during the Term of this Lease. Tenant's duty to pay the aforementioned includes, without limitation, the cost to install any submeters.

6. Taxes.

6.1 During the Term:

(a) Tenant shall pay and discharge punctually, at Tenant's expense, or cause the Association to pay, as additional rent, as and when the same will become due and payable, all Taxes, fees and assessments and governmental charges levied, or other taxing districts or authorities presently or hereafter created and each and every installment thereof which will or may, during the Term of this Lease, be charged, levied, laid, assessed, imposed, become due and payable, or liens upon or for or with respect to the Leased Ground or any part thereof, or any buildings, appurtenances or equipment owned by Tenant thereon, or therein or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state, county, town

and city governments and all other governmental authorities whatsoever (all of which will also be included in the term "Taxes," as heretofore defined). To the extent that the Leased Ground is a part of a larger parcel and separation is not practical, Landlord and Tenant will make an equitable allocation of each aggregate payment.

(b) To the extent that the same may be permitted by law, the Association will have the right to apply for separate assessment of each Unit. In addition, the Association will have the right to apply for the conversion of any assessment for local improvements assessed during the Term of this Lease, in order to cause the same to be payable in annual installments, and upon such conversion Tenant will pay and discharge punctually such installments as they will become due and payable during the Term of this Lease. Landlord agrees to permit the application for the foregoing conversion to be filed in Landlord's name, if necessary, and will execute any and all documents requested by Tenant to accomplish the foregoing result. All expenses incurred under this section shall be borne by Tenant.

(c) Tenant will be deemed to have complied with the covenants of Section 6.1 if payment of Taxes is made either within any period allowed by law or by the governmental authority imposing the same during which payment is permitted without penalty or interest on or before the date such taxes will become a lien upon the Leased Ground, and provided Tenant produces and exhibits to Landlord satisfactory evidence of such payment, if Landlord requests such production in writing.

6.2 All such Taxes, including assessments which have been converted into installments as set forth in Section 6.1, which become payable during the Lease Year in which the Lease Term ends, will be apportioned pro rata between Landlord and Tenant in proportion to the portion of the assessment period including the Term.

6.3 As of the Lease Date and during the Term:

(a) Tenant, or its designees, will have the right to contest or review all Taxes by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Tenant or its designees will conduct promptly, at its own cost and expense, and free of any expense to Landlord, and, if necessary, in the name of and with the cooperation of Landlord and Landlord will execute all documents necessary to accomplish the foregoing). Notwithstanding the foregoing, Tenant will promptly pay all such Taxes if at any time the Leased Ground or any part thereof will then be immediately subject to forfeiture, or if Landlord will be subject to any criminal liability, arising out of the nonpayment thereof.

(b) The legal proceedings referred to in the preceding paragraph will include appropriate certiorari proceedings and appeals from orders therein and appeals from any judgments, decrees or orders. In the event of any reduction,

cancellation or discharge, Tenant will pay the amount finally levied or assessed against the Leased Ground or adjudicated to be due and payable on such contested Taxes.

6.4 Landlord agrees that if there are any refunds or rebates on account of the Taxes paid by Tenant under the provisions of this Lease, such refund or rebate will belong to Tenant. Landlord, upon the request of Tenant, will sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will pay over to Tenant such refund or rebate if received by Landlord. Landlord further covenants and agrees on request of Tenant at any time, and from time to time, but without cost to Landlord, to make application individually (if legally required) or to join in Tenant's application (if legally required) for separate tax assessments for such portions of the Leased Ground as Tenant will at any time, and from time to time, designate. Landlord hereby agrees, upon request of Tenant, to execute such instruments and to give Tenant such assistance in connection with such applications as will be required by Tenant.

6.5 Nothing herein contained will require, or be construed to require, Tenant to pay any inheritance, estate, succession, transfer, gift, franchise, income or profit taxes, that are, or may be, imposed upon Landlord, its successors or assigns; provided, however, that Tenant will be responsible for any tax which is enacted in lieu of or in lieu of an addition to a tax or charge that is included within the definition of Taxes hereunder.

7. Insurance.

7.1 As of the Lease Date and during the Term, Tenant shall, at its own cost and expense, or cause the Association to, as additional rent:

(a) Keep all buildings, improvements and betterments on, in or appurtenant to the Leased Ground, or used in connection with the operation and maintenance of the building and its related facilities, including all alterations, rebuildings, replacements, changes, additions and improvements on the Leased Ground, insured for the benefit of Landlord, Landlord's mortgagees, Tenant, the Unit Owners and all Unit Owner mortgagees, as their respective interests may appear, on a Special Causes of Loss form and, in addition, against all other hazards for which such Special Causes of Loss coverage in its broadest coverage will be available, as may, from time to time, be required by any Unit Owner mortgagee, in an amount, or amounts, equal to their full replacement cost value and in any event, in an amount, or amounts, at all times sufficient to prevent Landlord and Tenant, or either of them, from becoming a co-insurer under the terms of the applicable policies. Tenant shall also maintain Business Income insurance covering Special Causes of Loss. Such Business Income insurance shall be in minimum amount typically carried by prudent businesses engaged in similar operations, but in no event shall be in an amount less than the Base Rent then in effect for a 12-month period.

(b) During any period of construction of the Facilities, provide Builder's Risk insurance on a replacement cost basis on a Special Causes of Loss form,

including collapse and transit coverage, during construction of such Facilities, covering the total value of work performed and equipment, supplies and materials furnished.

(c) Provide Commercial General Liability insurance on an Occurrence Form, including, but not limited to, elevator and contractual liability insurance, protecting and indemnifying Landlord and its respective officers, employees and agents, Tenant, and the Unit Owners against any and all claims (including all costs and expenses of defending against the same) for personal injury, disease or death, or injury to, or destruction of, property (including loss of the use thereof), and any loss occurring from terrorism, occurring upon, or arising out of the use of, the Leased Ground and Facilities, or any streets, alleys, passageways, sidewalks, gutters, curbs, vaults, or vault space upon the Leased Ground, the limits of which said Commercial General Liability insurance in an amount as Landlord may reasonably require from time to time so long as such amounts are in accordance with insurance required to be carried by tenants of comparable facilities in the Jefferson County, Colorado, but in no event will it be less than five million dollars (\$5,000,000.00) for each occurrence and in the aggregate (full limits required may be met through the use of primary and excess policies). This policy shall contain a broad form contractual liability endorsement under which the insurer agrees to insure Tenant' obligations under Sections 19 and 20. Landlord will have the right, from time to time, during the Term of this Lease, to require Tenant to carry reasonably greater amounts of such insurance.

(d) Provide Worker's Compensation insurance and employer's liability insurance as required by law, covering all persons with respect to whom death, bodily injury or sickness claims could be asserted against Tenant under the provisions of any Worker's Compensation law, employer's liability law or similar laws of the state in which the Leased Ground is located that may, at any time, or from time to time, be enacted.

(e) Provide Auto Liability insurance in an amount as Landlord may reasonably require from time to time so long as such amounts are in accordance with insurance required to be carried by tenants of comparable facilities in Jefferson County, Colorado, but in no event will it be less than a combined single limit of \$1,000,000 for all owned, non-owned and hired automobiles.

(f) Rental or Business Interruption insurance covering the loss of the Base Rent and other charges payable by Tenant to Landlord for one (1) year (including all real estate taxes, insurance costs, any scheduled rental increases, and any other amounts due hereunder). Said insurance shall provide that in the event this Lease is terminated or Tenant's obligation to pay Rent is abated as may be provided herein, the period of indemnity for such coverage shall be extended beyond the date of the completion of repairs or replacement of the Leased Ground, to provide for one (1) full year's loss of rental revenues from the date of any such loss. Said insurance shall contain an agreed

valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected rental income, property taxes, insurance premium costs and other expenses, if any, otherwise payable by Tenant, for the next twelve (12) month period.

(g) Provide such other insurance as Landlord may reasonably require from time to time so long as such other insurance is in accordance with insurance required to be carried by tenants of comparable facilities in the Jefferson County, Colorado market.

(h) All insurance policies shall contain Additional Insured coverage (except Worker's Compensation) naming the Landlord and its officers, directors, managers, members, and employees as Additional Insureds. All policies shall contain a Waiver of Subrogation in favor of the Landlord and its officers, directors, managers, members, insurers, and employees.

7.2 Tenant and Landlord will cooperate in connection with the collection of any insurance monies that may become due in the event of a loss, but at the sole expense of Tenant, and Landlord will execute and deliver to Tenant, upon the written request of Tenant, such proofs of loss and other instruments as may be required for the purpose of obtaining the recovery of any such insurance monies.

7.3 No apportionment of premium in respect of insurance will be made at the expiration of the Term of this Lease. Tenant may cancel any such policies as of such expiration and obtain any premium refunds incident thereto.

7.4 All policies of insurance required by this Section 7 will be taken out with insurers and will contain deductible amounts acceptable to the Landlord and in form satisfactory from time to time to the Landlord. Insurance companies authorized to do business in the state in which the Leased Ground is located, with a rating A-IX or better, as rated in the then current edition of Best's Insurance Reports, will be deemed acceptable to Landlord. Such policies will be in full force and effect on the Lease Date and will be renewed thereafter not later than forty-five (45) days prior to the expiration date of each policy. Within 10 days after the commencement of each Lease Year during the Term, and from time to time when requested by Landlord, Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's satisfaction of all of the insurance requirements (including copies of Additional Insured, General Liability waiver of subrogation, Worker's Compensation waiver of subrogation coverage forms) set forth in this Article 7.

7.5 Nothing in this Section 7 will prevent Tenant from taking out insurance of the kind and in the amounts provided for under this section under a blanket insurance policy or policies covering other properties as well as the Leased Ground, provided, however, that any such policy or policies of blanket insurance (i) will specify

therein, or Tenant will furnish Landlord with a written statement from the insurers under such policy or policies specifying, the amount of the total insurance allocated to the Leased Ground, which amounts will not be less than the amounts required by Section 7.1 hereof, and (ii) such amounts so specified will be sufficient to prevent any one of the insureds from becoming a co-insurer within the terms of the applicable policy or policies, and provided further, however, that any such policy or policies of blanket insurance shall, as to the Leased Ground, otherwise comply as to endorsements and coverage with the provisions of this Section 7. In the case of renewals, Tenant shall deliver duplicate copies of all such policies and endorsements thereto thirty (30) days prior to the expiration of the prior insurance policy, together with evidence that such policies are fully paid for, and that no cancellation, material change or non-renewal thereof shall be effective except upon thirty (30) days' prior written notice from the insurer to Landlord.

7.6 The insurance policies required under this Lease to be furnished by Tenant to Landlord may, at the election of Tenant, be furnished and/or paid for by any Tenant or other person having an insurable interest in the Leased Ground, and Landlord will accept such policies as though they had been supplied and paid for by Tenant provided such policies will comply otherwise with the requirements of this Lease. If Tenant shall fail at any time to procure and/or maintain the insurance required herein, Landlord may, at its option upon ten (10) days prior written notice to Tenant, procure such insurance on Tenant's behalf and the cost thereof shall be payable upon demand, as additional rent. Payment by Landlord of any insurance premium or the carrying by Landlord of any such insurance policy shall not be deemed to waive or release the default of Tenant with respect thereto.

7.7 It is expressly understood and agreed that the foregoing minimum limits of insurance shall not limit the liability of Tenant for its acts or omissions as provided in this Lease. All policies of insurance provided for in this Section 7 will name Landlord, Tenant and all Unit Owners as the insured as their respective interests may appear, and also, any fee and any leasehold mortgagee, when requested, as the interest of any such mortgagee may appear, by standard mortgagee clause, if obtainable, provided that any such mortgagee agrees that the proceeds of such insurance will be applied in accordance with this Lease.

7.8 All such policies will provide that the loss, if any, thereunder will be adjusted and paid as hereinabove provided. Each such policy shall, to the extent obtainable, contain a provision that no act or omission of any Tenant will affect or limit the obligation of the insurance company so to pay the amount of any loss sustained.

7.9 Each such policy or certificate therefor issued by the insurer shall, to the extent obtainable, contain an agreement by the insurer that such policy will not be canceled without at least thirty (30) days' prior written notice to Landlord and to any mortgagee named therein.

7.10 All Tenant insurance policies covering the Leased Ground, Facilities and other improvements shall expressly waive any right of recovery on the part of the insurer against the Landlord and its agents, employees and insurers. Policies maintained by Landlord, if any, will serve as excess coverage.

7.11 Any deductible hereunder shall not exceed \$5,000.00; provided, however, at the request of Tenant, an upward Consumer Price Index Adjustment will be applied to such maximum deductible amount from time to time.

8. Maintenance.

8.1 Tenant will maintain, at Tenant's expense, or cause the Association to maintain, the Leased Ground, the Facilities, and any other buildings, structures, facilities, improvements and appurtenances erected thereon and the related grounds, roads, driveways, retaining walls and parking lot in a good state of repair, both inside and outside and keep the same and all parts thereof, including, without limiting the generality of the foregoing, the roof, foundations, walls, floors, sidewalks, curbs, water and sewer connections, windows and other glass, plumbing, water, gas and electric fixtures, pipes, wires and conduits, elevators, escalators, boilers, machinery, fixtures, equipment, furnishings, facilities and appliances, in, on or connected with the Facilities, together with any and all alterations, additions and improvements therein or thereto, in good, clean, healthful and safe order and condition, all in accordance with applicable laws including, without limitation, municipal ordinances and the direction of proper officials, suffering no waste, damage or injury, and shall, at Tenant's sole expense, promptly make or acquire all needed repairs, replacements, renewals and additions, structural or otherwise, whether ordinary or extraordinary, foreseen, or unforeseen, in and to any of the foregoing, all as may be necessary to maintain the Facilities as of the date of this Lease and throughout the Term hereof in a first-class condition.

8.2 All such repairs, replacements, renewals and additions will be of good quality and sufficient for the proper maintenance and operation of the Leased Ground and any buildings, structures, facilities, furnishings, equipment, fixtures, improvements and appurtenances, hereafter erected thereon or used in the operation of the Facilities and will be constructed and installed diligently to completion, in a good and workmanlike manner, and in compliance with all requirements of all governmental authorities having jurisdiction thereof and the appropriate Board of Fire Underwriters or any successor thereof. Tenant will not permit anything to be done upon the Leased Ground or any improvements thereon which would invalidate or prevent the procurement of any insurance policies which may at any time be required by this Lease or permit anything to be done on the streets or sidewalks or alleys adjoining the Leased Ground, except as may be permitted by municipal authorities having jurisdiction thereof.

8.3 Maintenance and repair will include without limitation the following:

(a) maintaining and establishing reasonable reserves for the replacement of the paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as will in all respects be equal or superior in quality, use and durability;

(b) removing all snow and debris and sweeping the area periodically so as to keep the Leased Ground in a clean and orderly condition;

(c) maintaining all signs on the Leased Ground in good condition;

(d) maintaining all landscaped areas in a good, clean and well-tended condition;

(e) maintaining, repairing and replacing artificial lighting facilities on the Leased Ground; and,

(f) maintaining and repairing the Facilities, storm drains, utility lines, sewer lines, water lines and gas lines on the Leased Ground.

8.4 While and so long as Landlord's interest in the Leased Ground and building is encumbered by a mortgage or mortgages, Tenant will enter into any and all agreements and comply with any and all requirements as the Landlord's mortgagee may reasonably request for the protection by insurance of its interest.

9. Use.

9.1 The Leased Ground and the Facilities will be used only for the purposes set forth on the Lease Facing Page.

9.2 Under no circumstances will the Leased Ground or the Facilities at any time be used for lodging purposes for humans or animals of any type.

9.3 Use of the Leased Ground and the Facilities shall be subject to the Rules and Regulations, if any.

9.4 Subject to this Section 9, nothing herein shall otherwise be construed as precluding or prohibiting Monument Hill Business Park Development, LLC or a subsequent Tenant from using a Unit for any lawful purpose or business, regardless whether such use of a Unit is the same or substantially similar to that of another Tenant. By acceptance of an assignment of an interest hereunder, each Tenant expressly acknowledges and agrees that no Tenant is entitled to use of a Unit for any particular purpose or business.

10. Quiet Enjoyment.

Tenant, upon paying rent and all other sums and charges to be paid by it, as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, will quietly have and enjoy the Leased Ground during the Term of this Lease, subject only to the exceptions listed in Attachment "B" hereto.

11. Hazardous Materials.

11.1 Definitions. For the purposes of this Lease "Hazardous Material" means any radioactive, hazardous, or toxic substance, material, waste or similar term, the presence of which on the Leased Ground, or the discharge or emission of which from the Leased Ground, is prohibited or regulated by present or future federal, state or local governmental laws, ordinances, rules or regulations ("Governmental Requirements") or which require special handling in collection, storage, treatment, or disposal by any Governmental Requirements. The term Hazardous Material includes, but is not limited to, any material, substance, waste or similar term which is:

(a) Defined as a hazardous material or material requiring special handling under the laws of the state in which the Leased Ground is located, as amended from time to time;

(b) Defined as a hazardous substance under Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317) as amended from time to time;

(c) Defined as a hazardous waste under Section 1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.) as amended from time to time;

(d) Defined as a hazardous waste substance under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, (42 U.S.C. Section 9601, et seq.), as amended from time to time;

(e) Defined as a radioactive, hazardous, or toxic substance, waste, material or similar term in any rule or regulation, as amended from time to time, which is adopted by any administrative agency; including, but not limited to the Environmental Protection Agency, the Occupational Safety and Health Administration, or any such similar state or local agency having jurisdiction over the Leased Ground, whether or not such rule or regulation has the force of law;

(f) Determined to contain asbestos or polychlorinated biphenyls;

(g) Defined as a radioactive, hazardous, or toxic waste, substance, material or similar term in any other statute, regulation, rule or law presently in effect, or

enacted or adopted at any time after the date of this Lease, by local authorities, the state in which the Leased Ground is located, and/or the federal government; or

(h) Subject to regulation under the Toxic Substances Control Act ("TSCA") (15 U.S.C., Section 2601, et seq.).

12. Representations and Obligations of Landlord.

12.1 No Hazardous Materials. Landlord represents, to its best knowledge, to Tenant that, as of the Lease Date, neither Landlord nor Landlord's agents, contractors, authorized representatives, employees or predecessors in title or interest has engaged in any of the following prohibited activities with respect to the Leased Ground:

(a) Caused or permitted any releases or discharges of Hazardous Material on or from the Leased Ground; or

(b) Caused or permitted any manufacturing, holding, handling, retaining, storing, transporting, spilling, leaking, or dumping of Hazardous Material in or on any portion of the Leased Ground; or,

(c) Otherwise placed, kept, stored or maintained, or allowed to be placed, kept, stored or maintained, any Hazardous Material on any portion of the Leased Ground.

12.2 Compliance with Law. To Landlord's best knowledge, Landlord has complied, and the Leased Ground complies, with all laws, ordinances, rules, and regulations of all authorities having jurisdiction over the Leased Ground, or the use of the Leased Ground, and pertaining to any Hazardous Material (herein called "Hazardous Material Laws").

12.3 Removal of Hazardous Material and Freedom from Liens. If Hazardous Material is discovered on the Leased Ground which existed on the Lease Date, Landlord will with due diligence remove all such Hazardous Material in compliance with all Governmental Requirements and keep the entire Leased Ground free of any lien imposed pursuant to any laws, regulations, or orders of any governmental or regulatory authority having to do with the removal of Hazardous Material.

12.4 Indemnity and Hold Harmless. Landlord will be solely responsible for, and hereby agrees to indemnify and hold Tenant (including the respective heirs, personal representatives, successors, assigns, employees, agents, officers and directors of Tenant) harmless from, any and all actions, loss, liability, damage, cost or expense including, without limitation, attorneys' fees occasioned by, resulting from, or consequent to any Hazardous Material or Hazardous Material Contamination on the Leased Ground; any releases or discharges of Hazardous Material from the Leased Ground; any

manufacturing, maintaining, holding, handling, storing, transporting, spilling, leaking or dumping of Hazardous Material on or at the Leased Ground, any other violation of Hazardous Material Laws; any claim or assertion that any such Hazardous Material or Hazardous Material Contamination is so located on the Leased Ground or that any such activities or violations have occurred on the Leased Ground; or any other failure or alleged failure of Landlord, or the Leased Ground to comply with the provisions of this section, notwithstanding any and all attempts by Landlord to exercise due diligence in ascertaining whether or not any of the events outlined above affect the Leased Ground; provided however that such indemnity will be limited to occurrences which took place or which arise out of events which took place prior to the Lease Date and, except with respect to any occurrence of which the Landlord may have knowledge, after the date upon which the Landlord acquired title to the Leased Ground. Such loss, liability, damage, cost or expense hereby indemnified against will include, without limitation: the costs of any required or necessary repair, cleanup or detoxification of the Leased Ground, including the soil and ground water thereof, and the preparation and implementation of any closure, remedial or other required plans. All costs and expenses incurred by Tenant for which Landlord is responsible, or for which Landlord has indemnified Tenant will be paid by Landlord to Tenant within fifteen (15) days of demand therefor. Upon Landlord's failure to make such payment within said fifteen (15) day period, the full amount thereof will accrue interest from the sixteenth (16th) day after demand until paid at the Prime Rate; and, at Tenant's election, such failure will constitute a default hereunder.

Tenant will have the right, but not the obligation, to join and participate in (as a party if it so elects), any legal or administrative proceedings or actions initiated in connection with any allegation that Landlord or the Leased Ground violate, or have violated, any provision of this section, and to have Tenant's reasonable attorneys' and consultants' fees in connection therewith paid by Landlord upon demand.

The aforesaid indemnification and hold harmless agreement will benefit Tenant from the Lease Date and will not be terminated on the termination of this Lease, but will continue thereafter notwithstanding termination of this Lease; and, without limiting the generality of the foregoing such obligations will continue for the benefit of Tenant, and Tenant's representatives, successors and assigns, during and following any possession of the Leased Ground by Tenant or Tenant's successors and assigns.

13. Representations and Obligations of Tenant.

13.1 No Hazardous Material. Tenant represents to Landlord that after the Lease Date neither Tenant nor any Unit Owner, nor any of their tenants, invitees, agents, contractors, authorized representatives, employees or predecessors in title or interest will engage in any of the following prohibited activities with respect to the Leased Ground:

(a) Cause or permit any releases or discharges of Hazardous Material on or from the Leased Ground; or

(b) Cause or permit any manufacturing, holding, handling, retaining, storing, transporting, spilling, leaking, or dumping of Hazardous Material in or on any portion of the Leased Ground except in compliance with all applicable laws and the other provisions of this Lease; or,

(c) Otherwise place, keep, store or maintain, or allowed to be placed, kept, stored or maintained, any Hazardous Material on any portion of the Leased Ground.

13.2 Compliance with Law. Tenant will comply, and will cause each Unit Owner to comply, on and after the Lease Date, and will cause the Leased Ground to comply, with all present and future laws, ordinances, rules, and regulations of all authorities having jurisdiction over the Leased Ground, or the use of the Leased Ground, and pertaining to any Hazardous Material (herein called "Hazardous Material Laws").

13.3 Removal of Hazardous Material and Freedom from Liens. If Hazardous Material is discovered on the Leased Ground which occurred after the Lease Date, Tenant will with due diligence remove all such Hazardous Material in compliance with all governmental requirements and keep the entire Leased Ground free of any lien imposed pursuant to any laws, regulations, or orders of any governmental or regulatory authority having to do with the removal of Hazardous Material.

13.4 Indemnity and Hold Harmless. Tenant will be solely responsible for, and hereby agrees to indemnify, defend and hold Landlord (including the respective heirs, personal representatives, successors, assigns, employees, agents, officers, directors, members, and managers of Landlord) harmless from, any and all actions, loss, liability, damage, cost or expense including, without limitation, attorneys' fees occasioned by, resulting from, or consequent to any Hazardous Material or Hazardous Material Contamination on the Leased Ground; any releases or discharges of Hazardous Material from the Leased Ground; any manufacturing, maintaining, holding, handling, storing, transporting, spilling, leaking or dumping of Hazardous Material on or at the Leased Ground, any other violation of Hazardous Material Laws; any claim or assertion that any such Hazardous Material or Hazardous Material Contamination is so located on the Leased Ground or that any such activities or violations have occurred on the Leased Ground; or any other failure or alleged failure of Tenant, or the Leased Ground to comply with the provisions of this section, notwithstanding any and all attempts by Tenant to exercise due diligence in ascertaining whether or not any of the events outlined above affect the Leased Ground; provided, however, that such indemnity will be limited to occurrences which took place or which arise out of events which took place after the Lease Date. Such loss, liability, damage, cost or expense hereby indemnified against will include, without limitation:

(a) All consequential damages;

(b) The costs of any required or necessary repair, cleanup or detoxification of the Leased Ground, including the soil and ground water thereof, and the preparation and implementation of any closure, remedial or other required plans;

(c) Damage to any natural resources; and,

(d) All reasonable costs and expenses incurred by Landlord in connection with clauses (a), (b) and (c), including but not limited to reasonable attorneys' fees and consultants' fees.

All costs and expenses incurred by Landlord for which Tenant is responsible, or for which Tenant has indemnified Landlord will be paid by Tenant to Landlord within fifteen (15) days of demand therefor. Upon Tenant's failure to make such payment within said fifteen (15) day period, the full amount thereof will accrue interest from the sixteenth (16th) day after demand until paid at the highest rate permitted by law; and, at Landlord's election, such failure will constitute a default hereunder.

Landlord will have the right, but not the obligation, to join and participate in (as a party if it so elects), any legal or administrative proceedings or actions initiated in connection with any allegation that Tenant or the Leased Ground violate, or have violated, any provision of this Section 13, and to have Landlord's reasonable attorneys' and consultants' fees in connection therewith paid by Tenant upon demand.

The aforesaid indemnification and hold harmless agreement will benefit Landlord from the Lease Date and will not be terminated on the termination of this Lease but will continue thereafter notwithstanding termination of this Lease; and, without limiting the generality of the foregoing such obligations will continue for the benefit of Landlord, and Landlord's representatives, successors and assigns.

14. Landlord Access.

Landlord, or Landlord's agents and designees, will have the right, but not the obligation to enter upon the Leased Ground at all reasonable times without prior notice to examine and to exhibit the Leased Ground to prospective purchasers and prospective tenants. Landlord will be permitted to affix a "To Let" or "For Sale" sign on the Leased Ground, in such place as will not interfere with the use of the Units by the Unit Owners. Landlord shall also have the right to enter and inspect the Leased Ground for the purpose of verifying Tenant's compliance with its obligations with respect to the Leased Ground. Landlord will use commercially reasonable efforts to minimize, to the extent reasonably practicable, any interference with Tenant's operations on the Leased Ground in connection with Landlord's exercise of its right of entry under this Section.

15. Improvements.

15.1 Tenant acknowledges that it has fully inspected the Leased Ground, and on the basis of such inspections, TENANT HEREBY ACCEPTS THE LEASED GROUND, AS IS, AS SUITABLE FOR THE PURPOSES FOR WHICH THE SAME ARE LEASED. Except as set forth herein, Landlord does not make and Tenant does not rely upon any representation or warranty of any kind, expressed or implied, with respect to the condition of the Leased Ground (including habitability, suitability or fitness for a particular purpose). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD HEREBY DISCLAIMS, AND TENANT WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15.2 Before Tenant begins any alteration or improvement having a cost in excess of ten thousand dollars (\$10,000.00) on the Leased Ground, Tenant will submit to Landlord a copy of the plans and specifications for such construction, alteration or improvement, and any amendments thereto, together with an estimate which will show in reasonable detail, allocated among the various trades, the approximate net cost of such construction, alteration or improvement. Such plans and specifications will comply with all relevant legal requirements. Tenant shall prosecute construction of improvements diligently to completion, in a good and workmanlike manner. Before any Unit Owner begins any alteration or improvement having a cost in excess of ten thousand dollars (\$10,000.00) on the Leased Ground, such Unit Owner will submit to Landlord a copy of the plans and specifications for such construction, alteration or improvement, and any amendments thereto, together with an estimate which will show in reasonable detail, allocated among the various trades, the approximate net cost of such construction, alteration or improvement. Such plans and specifications will comply with all relevant legal requirements. The Unit Owner shall prosecute construction of improvements diligently to completion, in a good and workmanlike manner. Tenant agrees to cooperate with Landlord in any way necessary to insure Unit Owner compliance with this paragraph.

15.3 Before making any alterations or any improvements on the Leased Ground, Tenant will supply Landlord with such endorsements to liability insurance policies as will be necessary to cover the contemplated work.

15.4 Until expiration or sooner termination of the Lease, title to the Facilities and any and all other buildings, structures, alterations, additions and improvements upon the Leased Ground will remain solely with the Unit Owners or the Tenant, as the case may be. At the expiration or sooner termination of this Lease all such improvements will then become property of Landlord and will be surrendered to the Landlord at that time, free and clear of all claims and liens of Tenant, the Unit Owners and of any third (3rd) party.

16. Mechanics Liens.

If, because of any act or omission of Tenant or any Unit Owner, any mechanic's lien or other lien, charge or order for the payment of money will be filed against Landlord or any portion of the Leased Ground, Tenant shall, at its own cost and expense, cause the same to be discharged of record, bonded or insured against by a title insurance company reasonably acceptable to Landlord within twenty (20) days after of the filing thereof; and Tenant will indemnify, defend and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel, and expert and consulting fees resulting therefrom.

17. Public Authority.

17.1 During the Term of this Lease, Tenant shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, town, village and city governments and of all other governmental authorities affecting the Leased Ground or appurtenances thereto or any part thereof, whether the same are in force at the commencement of the Term of this Lease or may, in the future, be passed, enacted or directed, and Tenant will pay all costs, expenses, liabilities, losses, damage, fines, penalties, claims and demands, including reasonable counsel, and expert and consulting fees, that may, in any manner, arise out of or be imposed because of the failure of Tenant to comply with the covenants of this section.

17.2 Tenant will have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant or Landlord (if legally required) or both (if legally required), without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in Section 17.1 above, and if by the terms of any law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding.

17.3 Landlord agrees to execute and deliver any appropriate papers or other instruments which may be necessary or proper to permit Tenant so to contest the validity or application of any such law, ordinance, order, rule, regulation or requirement and to fully cooperate with Tenant in such consent.

18. Easements.

Tenant will have the right to enter into reasonable agreements with utility companies creating easements in favor of such companies as are required to service the buildings on the Leased Ground, and Landlord covenants and agrees to consent thereto and to execute any and all documents, agreements, and instruments, and to take all other actions, in order to effectuate the same, all at Tenant's cost and expense.

19. Indemnity.

To the fullest extent permitted by law, Tenant shall indemnify, defend and save harmless Landlord and its officers, directors, managers, members, and employees from and against any and all liability, claims, demands, damages, penalties, judgments and costs and expenses of every kind and nature (including consequential and punitive damages) arising from injury to person (including death) or property sustained by any one in and about the Leased Ground at any time during the Term, or from Tenant's business, and Tenant shall further indemnify, defend and save harmless Landlord and its officers, directors, managers, members, and employees from and against any and all costs, counsel and expert and consulting fees incurred in connection therewith. **SUCH INDEMNITY SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS ATTRIBUTABLE TO THE FAULT OR NEGLIGENCE OF THE LANDLORD, OR ANYONE FOR WHOM THE LANDLORD MAY BE RESPONSIBLE, INCLUDING, WITHOUT LIMITATION, LANDLORD'S PARTNERS, AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS.** Notwithstanding the foregoing, Tenant shall have no duty to indemnify, defend, and hold harmless a particular indemnitee from such events when caused by any affirmative act of gross negligence of such indemnitee. Tenant shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter, claim or claims, except as may result from the acts set forth in Section 12 and 19.1. To the fullest extent permitted by law, Tenant hereby releases and waives any and all liability, claims, demands, damage, penalties, judgments, and costs and expenses of every kind and nature arising from injury to person (including death) or property sustained by any one in and about the Leased Ground, except as caused by any affirmative act of gross negligence of the Landlord or any of the Landlord's officers, agents, servants, employees, or contractors.

19.1 Except for its affirmative acts of gross negligence, Landlord will not be responsible or liable for any damage or injury to any property, fixtures, building or other improvements, or to any person or persons, at any time on the Leased Ground, including any damage or injury to Tenant or to any other Unit Owner or any of their officers, agents, servants, employees, contractors or Tenants.

19.2 In case of damage to or destruction of any improvements on the Leased Ground or any part thereof by fire or otherwise, Tenant will promptly give written notice thereof to Landlord, and Tenant shall, at Tenant's sole cost and expense, and whether or not the insurance proceeds, if any, are sufficient for the purpose, restore, repair, replace, rebuild or alter the same as nearly as possible to its value immediately prior to such damage or destruction, with such changes or alterations as may be made at Tenant's election, all in conformity with and subject to the conditions of Sections 15.2 through 15.4. Such restorations, repairs, replacements, rebuilding or alterations will be

commenced within sixty (60) days from the date of occurrence of such damage or destruction, subject to reasonable delays due to adjustment of insurance, preparation of plans and specifications, and applications for zoning variances and rezoning, and will thereafter be prosecuted to completion with reasonable diligence in a good and workmanlike manner, unavoidable delays as defined in Section 23 excepted.

19.3 If the net insurance money is insufficient to pay the entire cost of such restoration, Tenant will pay the deficiency and any balance of the insurance money will be paid to Tenant. Anything herein contained to the contrary notwithstanding, in the event of the termination of this Lease pursuant to Section 19.6, any and all insurance proceeds will be paid over to Landlord, and Tenant will have no right, title, interest or claim thereto or therein whatsoever, except insofar as such proceeds represent payment for damage or destruction to non-fixture personal property of the Tenant insured separately from the Facilities and other real estate.

19.4 In case of damage to or destruction of any improvements on the Leased Ground by fire or otherwise which amounts to substantially total destruction thereof or is of such character as in the judgment of Tenant to require demolition of the remainder thereof, Tenant will have the right, at its option, either to restore, replace or rebuild the same as provided in this Lease, or to demolish the remainder of the same and to construct, in replacement thereof, a new building subject in all respects to the provisions of Section 15 hereof and Tenant will in connection therewith duly and faithfully comply with all of such provisions. Any restored or new building will be at least equal in value to the destroyed or damaged building.

19.5 Except as expressly provided herein, no destruction of or damage to the improvements on the Leased Ground or any part thereof by fire or any other casualty will permit Tenant to surrender this Lease or will relieve Tenant from its liability to pay the full Base Rent and additional rent and other charges payable under this Lease or from any of its other obligations under this Lease and Tenant waives any rights now or hereafter conferred upon it by statute or otherwise to quit or surrender this Lease or the Leased Ground or any part thereof, or to any suspension, diminution, abatement, setoff, offset, deduction or reduction of rent whatsoever on account of any such destruction or damage.

19.6 Anything herein to the contrary and notwithstanding and subject to Tenant's compliance with the insurance provisions of this Lease, if, during the last five (5) years of the Term, the improvements on the Leased Ground will be so damaged by fire or otherwise (so long as the same is an insured casualty) that the cost of replacement or restoration thereof will exceed fifty percent (50%) of the then replacement value of the improvements so damaged (any dispute with respect the extent of such damage to be arbitrated pursuant to Section 35 hereof), then:

(a) Landlord may elect to cancel this Lease on at least thirty (30) days' notice, given within sixty (60) days after such damage, and this Lease will come to an end on the date in such notice specified.

(b) Tenant may elect to cancel this Lease on at least thirty (30) days' notice, given within sixty (60) days after such damage, and this Lease will come to an end on the date in such notice specified; provided, however, that simultaneously with the giving of its notice Tenant will deliver to Landlord an assignment duly executed and acknowledged by Tenant and the holders of all mortgages on this Lease, the Leasehold and any interest therein, transferring to Landlord all of the rights and claims of Tenant and of such holders in, to and under all insurance proceeds covering such damage or destruction and in and to all insurance policies carried by Tenant pursuant to this Lease.

In the event of any such cancellation, Tenant will not be obligated to perform any restoration, this Lease and the Term hereof will terminate as of the effective date of such cancellation as specified in the notice, all such insurance proceeds will be the property of Landlord and neither Tenant nor the holder of any mortgage on this Lease will have any rights or claims with respect thereto, except insofar as such proceeds represent payment for damage or destruction to non-fixtured personal property of the Tenant or a Unit Owner insured separately from the Facilities and other real estate. No such cancellation or termination will release Tenant from any obligation hereunder for rent, taxes and insurance premiums accrued or payable for or during any period prior to the effective date of such cancellation, and any prepaid rent, taxes and insurance premiums beyond the effective date of such cancellation will be adjusted. In case of any arbitration of a dispute under this section whether any cost of replacement will exceed fifty percent (50%) of the then replacement value of the improvements so damaged, the time to give any notice under this section will be extended to a date which will be thirty (30) days after the determination of such arbitration.

20. Condemnation.

20.1 If the Leased Ground, or any part thereof, is taken in condemnation proceedings or by exercise of any right of eminent domain or by agreement between Landlord, Tenant and those authorized to exercise such right (any such matters being hereinafter referred to as a "Taking"), Landlord, Tenant and any person or entity having an interest in the award or awards will have the right to participate in any such condemnation proceedings or agreement for the purpose of protecting its interests hereunder. Each party so participating will pay its own expenses therein.

20.2 If at any time during the Term of this Lease there is a Taking of the whole or substantially all of the Leased Ground, this Lease will terminate and expire on the date of such Taking and the Base Rent and additional rent hereunder will be apportioned and paid to the date of such Taking. For the purpose of this section, "substantially all of the Leased Ground" will be deemed to have been taken if the untaken

part of the Leased Ground will be insufficient for the economic and feasible operation thereof by Tenant.

20.3 If this Lease is terminated as a result of such Taking:

(a) If at the time of such Taking Tenant or any Unit Owner has purchased, erected or been engaged in the erection of a building, Tenant, or Unit Owner, as the case may be, will be entitled to the building award. The building award will be deemed to be that part of the award which is specifically attributable by the condemnation court (or condemnation commissioner or other body authorized to make the award) to any building or buildings or, if not so attributed by the court, as will be determined by agreement between the parties or by arbitration, to be attributable to such building or buildings.

(b) Landlord will be entitled to the award for the land and for consequential damages to and diminution of the assemblage or plottage value of the land not so taken and will be entitled to an award of Ground Lease Value. Ground Lease Value for purposes of this paragraph will mean the sum of the six (6) consecutive monthly Base Rent payments preceding the date of taking added to the sum of the six (6) consecutive monthly Base Rent payments following the date of taking, such sums totaling one year of Ground Lease assessments divided by a capitalization rate of five percent (5%) and subtracting therefrom the fair market value of the vacant land if such land is restored to "clean" vacant condition. If not restored, the costs of demolition, removal of foundations, removal underground utilities and abatement of any subsurface contaminants shall be added to such value. The fair market value shall be determined by an appraiser appointed by the collaborative agreement of an appraiser selected by the Association and an appraiser selected by the Landlord.

(c) If Tenant has not purchased, made additions or improvements to the buildings on the Leased Ground existing on the Lease Date, Landlord will be entitled to the entire building award.

20.4 If this Lease continues after any such Taking, this Lease will remain unaffected except:

(a) The Base Rent will be reduced by an amount which bears the same proportion to the Base Rent immediately prior to the partial Taking as the rental value of the part of the Leased Ground so taken will bear to the rental value of the whole Leased Ground immediately prior to such Taking.

(b) Tenant shall, promptly after such Taking and at its expense restore such building or buildings to a complete architectural unit, in which event Tenant will be entitled to reimbursement for the costs thereof from the building award, as defined in Subsection 20.3(a) hereof.

(c) Landlord will be entitled to the award for the land taken and for consequential damages to and diminution of the assemblage or plottage value of the land not so taken.

(d) If at the time of such Taking Tenant or any Unit Owner has purchased, erected or be engaged in the erection of a building, the entire building award, as defined in Subsection 20.3(a) hereof, will be the property of Tenant. In addition, Tenant will be entitled to any award for consequential damages to the part of the building or buildings which are untaken.

(e) The building award will be paid to Tenant except so much thereof as will be necessary to pay the cost of restoration required by Subsection 20.3(b) hereof (the "cost of restoration"). The cost of restoration will be paid to Tenant after completion of such restoration. If Tenant proceeds under Subsection 20.3(b) hereof and if Tenant's share of the building award is less than the cost of restoration, the remainder of the building award will be applied in accordance with this Subsection 20.3 to the extent necessary to defray the cost of restoration. If the remainder of such building award is insufficient to defray the cost of restoration, Tenant will pay such deficiency.

20.5 In the event of any Taking neither Tenant nor any Unit Owner will be entitled to any payment based upon the value of the unexpired Term of this Lease (the same being deemed to have been assigned to Landlord for purposes of such valuation), or consequential damages to the land not so taken, or the diminution of the assemblage or plottage value of the land not so taken.

20.6 In the event of the Taking of an easement or any other Taking which will be of an interest or estate in the land less than a fee simple (other than a Taking for temporary use mentioned in Section 20.7 hereof), as a result of which the Leased Ground is insufficient for the economic and feasible operation thereof by Tenant, this Lease will terminate and expire with the same force and effect as in the case of a Taking pursuant to Section 20.2 hereof. Otherwise, such Taking will be deemed a Taking insufficient to terminate this Lease, and the division of the award will be governed by Section 20.4 in so far as that section will be applicable; provided, however, that if there is any payment or award predicated on a change in the grade of a street or avenue on which the Leased Ground abuts, Tenant will be entitled, after making such change or restoration as may be necessary and appropriate by reason of such change of grade, to reimbursement for the expense thereof to the extent of the net amount of any payment or award, after deduction of costs of collection, including attorneys' fees, which may be awarded for such change of grade. Any part of an award for change of grade which remains unexpended after such restoration will be the property of Landlord. If any award includes change of grade and any other item or element of damage, that part thereof will be applied in accordance with this Section 20.6 which is specifically attributed to change of grade by the condemnation court (or condemnation commissioner or other body authorized to make the award) or, if

not so attributed, will be determined by agreement between the parties or by arbitration pursuant to Section 35 hereof.

20.7 In the event of a Taking of all or a part of the Leased Ground for temporary use, this Lease will continue without change, as between Landlord and Tenant, and Tenant will be entitled to the award made for such use; provided that:

(a) such award will be apportioned between Landlord and Tenant as of the date of the expiration of the Term, and provided further, that if any such award will be in a lump sum or in installments covering a period of time greater than three (3) months, Tenant will be entitled to a sum equal to a maximum of three (3) months' rent and the balance of such award will be deposited with Landlord for payment to Tenant in equal quarter-annual installments; and,

(b) in the event of any dispute between Landlord and Tenant with respect to any issue of fact (other than one determined by the condemnation court or condemnation commissioners or other body authorized to make the award) arising out of a Taking mentioned in this Section 20, such dispute will be resolved by arbitration.

21. Leasehold and Unit Mortgages.

Tenant and each Unit Owner, and every successor and assign of Tenant and each Unit Owner, is hereby given the right by Landlord, in addition to any other rights herein granted, without Landlord's prior written consent, to mortgage its interests in this Lease, or any part, or parts, thereof, and assign this Lease, or any part or parts thereof, as collateral security for such mortgage, upon the condition that all rights acquired under such mortgage will be subordinated and subject to each and all of the covenants, conditions and restrictions set forth in this Lease, and to all rights and interests of Landlord herein, none of which covenants, conditions or restrictions is, or will be, waived by Landlord by reason of the right given so to mortgage such interest in this Lease. If Tenant, any Unit Owner or their respective successors and assigns will mortgage this leasehold, or any part or parts thereof, and if the holder of such mortgage shall, within thirty (30) days of its execution, send to Landlord a true copy thereof, together with written notice specifying the name and address of the mortgagee and the pertinent recording data with respect to such mortgage, Landlord agrees that so long as any such mortgage will remain unsatisfied of record or until written notice of satisfaction is given by the holder to Landlord, the following provisions will apply:

21.1 There will be no cancellation, surrender or modification of this Lease by joint action of Landlord and Tenant without the prior consent, in writing, of such mortgagee;

21.2 Landlord shall, upon serving Tenant with any notice of default, simultaneously serve a copy of such notice upon the holder of such mortgage. The

mortgagee will thereupon have the same period, after service of such notice upon it, to remedy, or cause to be remedied, the defaults complained of, and Landlord will accept such performance by or at the instigation of such mortgagee as if the same had been done by Tenant or the applicable Unit Owner.

21.3 Anything herein contained notwithstanding, while such mortgage remains unsatisfied of record, or until written notice of satisfaction is given by the holder to Landlord, if any default will occur which, pursuant to any provision of this Lease, entitles Landlord to terminate this Lease as to an individual Unit Owner, and if before the expiration of ten (10) days from the date of service of notice of termination upon such mortgagee such mortgagee has notified Landlord of its desire to nullify such notice and has paid to Landlord all rent and additional rent and other payments herein provided for, and then in default, and has complied or commences with the work of complying with all of the other requirements of this Lease, if any are then in default, and prosecutes the same to completion with reasonable diligence, then in such event, Landlord will not be entitled to terminate this Lease as to such individual Unit Owner and any notice of termination theretofore given will be void and of no effect;

21.4 If Landlord elects to terminate this Lease as to an individual Unit Owner by reason of any default, the mortgagee will not only have the right to nullify any notice of termination by curing such default, as aforesaid, but will also have the right to postpone and extend the specified date for the termination of this Lease as fixed by Landlord in its notice of termination, for a period of not more than six (6) months, provided that such mortgagee cures, or causes to be cured, any then existing money defaults and meanwhile pays the rent, additional rent and complies with and performs all of the other terms, conditions and provisions of this Lease on Tenant's part to be complied with and performed, and provided further that the mortgagee forthwith takes steps to acquire or sell Tenant's interest in this Lease by foreclosure of the mortgage, or otherwise, and prosecutes the same to completion with all due diligence. If at the end of such six (6) month period the mortgagee is actively and diligently engaged in steps to acquire and sell Tenant's interest herein, the time of such mortgagee to comply with the provisions of this section will be extended for such period as will be reasonably necessary to complete such steps with reasonable diligence and continuity; and,

21.5 Landlord agrees that the name of the mortgagee may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Tenant hereunder on condition that the insurance proceeds are to be applied in the manner specified in this Lease and that the mortgage or collateral document will so provide.

22. Tenant Lease Assignment.

22.1 It is the intent of this Lease that Monument Hill Business Park Development, LLC, the original Tenant hereunder, will be allowed to assign and transfer

Tenant's interest under this Lease, on a pro-rata basis, to up to twenty-six (26) individual Unit Owners as permitted under the terms and conditions of the Condominium Declaration, after the recordation of this Lease. Such assignments and any future assignments by Unit Owners are hereby acknowledged and agreed to by Landlord. An individual Unit Owner, upon acceptance of an assignment, will become bound as a Tenant hereunder and on a pro-rata basis determined on the basis of a fraction, the numerator of which is the total number of square feet contained in one (1) Unit, and the denominator of which is the total number of square feet contained in all of the Units within the Condominium Project, as set forth in Exhibit B of the Condominium Declaration, to all the terms, benefits and conditions of this Lease.

22.2 The provisions of this Section 22 shall apply from and after the date the Condominium Declaration is filed notwithstanding any other provision of this Lease and, in light of the fact that each Unit Owner will then hold an undivided interest in the Tenant's leasehold estate, such provisions are intended to clarify the rights and duties of Landlord, each Unit Owner, and the Condominium Association.

22.3 Left blank intentionally.

22.4 Left blank intentionally.

23. Force Majeure.

In the event that Landlord or Tenant will be delayed, hindered in or prevented from the performance of any act required hereunder, other than payment of rent, by reason of strikes, lock-outs, labor, disputes, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure or default of the other party, war that is officially declared by Congress and is waged within the continental United States or other reason beyond their control, ("Force Majeure"), then performance of such act will be excused for the period of the delay and the period for the performance of any such act will be extended for a period equivalent to the period of such delay. In no event shall Force Majeure include economic hardship, or changes in or adverse market conditions. In the event of a Force Majeure occurrence, the party whose performance is delayed, hindered or prevented shall and notify the other party, in writing, as soon as possible, giving full particulars thereof, and thereafter reasonably endeavor to remedy the condition.

24. Certificates.

Either party shall, without charge, at any time and from time to time hereafter, within ten (10) days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or purchaser, or any other person, firm or corporation specified in such request:

- (a) As to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment;
- (b) As to the validity and force and effect of this Lease, in accordance with its tenor as then constituted;
- (c) As to the existence of any default thereunder;
- (d) As to the existence of any offsets, counterclaims or defense thereto on the part of such other party;
- (e) As to the commencement and expiration dates of the Term of this Lease; and
- (f) As to any other matters as may be reasonably requested.

Any such certificate may be relied upon by the party requesting it and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate will be binding on the party executing the same.

25. Default.

25.1 Upon the happening of any one or more of the following events, an event of default shall have occurred, entitling Landlord to exercise any of the remedies set forth in Section 26.1 of this Lease:

- (a) The failure of Tenant to timely and fully pay an installment of rent, or other charge or money obligation herein required to be paid by Tenant.
- (b) The making by Tenant of an assignment for the benefit of its creditors.
- (c) The levying of a writ of execution or attachment or tax lien on or against the property of Tenant if the same is not released or discharged within sixty (60) days thereafter.
- (d) The instituting of proceedings in a court of competent jurisdiction for the involuntary bankruptcy, arrangement, reorganization, liquidation or dissolution of Tenant under the Federal Bankruptcy Act (as now or hereafter in effect) or any state bankruptcy or insolvency act, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant, and said proceedings are not dismissed, or any receiver, trustee, or liquidator appointed therein is not discharged within sixty (60) days after the institution of said proceedings.

(e) The instituting of proceedings for the voluntary bankruptcy arrangement, reorganization, liquidation or dissolution of Tenant under the Federal Bankruptcy Act (as now or hereafter in effect) or any state bankruptcy or insolvency act or if Tenant will otherwise take advantage of any state or federal bankruptcy or insolvency act as a bankrupt or insolvent.

(f) The doing, or permitting to be done, by Tenant of any act which creates a tax lien, mechanic's lien, any other form of lien, or claim therefor against the land or building of which the Leased Ground are a part if the same is not released or otherwise provided for by indemnification satisfactory to Landlord within the period specified in Section 16.

(g) The failure of Tenant to perform or to commence performance (and thereafter diligently pursue performance) any one or more of its other covenants under this Lease within thirty (30) days after written notice to Tenant specifying the covenant or covenants Tenant has not performed.

Notwithstanding any such termination, Tenant will remain liable to Landlord as hereinafter provided in section 26 of this Lease.

25.2 No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenants, provisions or conditions herein contained will operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect such continuing or subsequent default or breach, and no waiver will be inferred from or implied by anything done or omitted by the Landlord save only express waiver in writing. All rights and remedies of the Landlord in this Lease contained will be cumulative and not alternative.

26. Remedies of Landlord.

26.1 If an event of default set forth in Section 25.1 occurs, Landlord will have the following rights and remedies, in addition to all other remedies at law or equity, and none of the following, whether or not exercised by the Landlord, will preclude the exercise of any other right or remedy whether herein set forth or existing at law or equity:

(a) Landlord will have the right to terminate this Lease, and foreclose on Tenant by giving Tenant notice in writing, and upon the giving of such notice, this Lease and the Term hereof as well as all the right, title and interest of the Tenant under this Lease will wholly cease and expire in the same manner and with the same force and effect on the date specified in such notice as if such date were the expiration date of the Term of this Lease, without the necessity of re-entry or any other act on the Landlord's part. Upon termination the Tenant will quit and surrender to Landlord the Leased Ground. If this Lease is so terminated by the Landlord, the Landlord will be

entitled to recover from the Tenant as damages the worth at the time of such termination of the excess, if any, of the amount of rent reserved in this Lease for the balance of the Term of this Lease (which will be calculated on the then current rent under this Lease) in excess of the then reasonable rental value of the Leased Ground for the same period plus all costs and expenses of Landlord caused by the Tenant's default.

(b) Landlord may, without demand, or notice, re-enter and take possession of the Leased Ground or any part thereof, repossess the same and expel the Tenant and those claiming through or under the Tenant, and remove the effect of any and all such persons (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenants. Should the Landlord elect to re-enter as provided in this Section 26.1(b), or should the Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, the Landlord may, from time to time, without terminating this Lease, relet the Leased Ground or any part thereof for such other conditions as the Landlord may deem advisable, with the right to make alterations and repairs to the Facilities or the Leased Ground. No such re-entry or repossession of the Leased Ground by the Landlord will be construed as an election on the Landlord's part to terminate this Lease unless a written notice of termination is given to the Tenant by the Landlord. No such re-entry or repossession of the Leased Ground will relieve the Tenant of its liability and obligation under this Lease, all of which will survive such re-entry or repossession. Upon the occurrence of such re-entry or repossession, the Landlord will be entitled to damages in the amount of the monthly rent, and any other sums, which would be payable hereunder if such re-entry or repossession had not occurred, less the net proceeds, if any, of any reletting of the Leased Ground after deducting all the Landlord's expenses in connection with such reletting, including, but without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration costs, and such damages to the Landlord on the days on which the rent or any other sums due hereunder would have been payable hereunder if possession had not been retaken. In no event will the Tenant be entitled to receive any excess, if any, of net rent collected by the Landlord as a result of such reletting over the sums payable by the Tenant to the Landlord hereunder.

26.2 If the Tenant defaults in making any payment required to be made by the Tenant (other than payments of rent) or defaults in performing any other obligations of the Tenant under this Lease, the Landlord may, but will not be obligated to, make such payment or, on behalf of the Tenant, expend such sum as may be necessary to perform such obligations. All sums so expended by the Landlord, with interest thereon at the rate of five percent (5%) over the Prime Rate per year or highest rate permitted under applicable law, whichever is less, will be repaid by the Tenant to the Landlord on demand. No such payment or expenditure by the Landlord will be deemed a waiver of the Tenant's default nor will it affect any other remedy of the Landlord by reason of such default.

26.3 If the Tenant defaults in making payment of any rent or other sum due under this Lease, the Landlord may charge and the Tenant will pay: (i) interest thereon at the rate of twenty-one percent (21%) per year or the maximum rate per annum permitted under applicable law, whichever is less, from the date such rent or other sum first became due; and (ii) a late fee equal to fifteen percent (15%) of the amount of such rent or other sum owing.

26.4 If Tenant shall fail to perform any act or to pay any sum of money (other than Base Rent) required to be performed or paid by it hereunder, or shall fail to cure any default and such failure shall continue beyond any applicable notice and grace period set forth herein, then Landlord may, at its option, but not as an obligation, and without waiving or releasing Tenant from any of its obligations hereunder, make such payment or perform such act on behalf of Tenant. All sums paid and all reasonable costs incurred by Landlord in taking such action shall be deemed additional rent and shall be paid to Landlord on demand.

27. Holding Over.

If the Tenant continues to occupy and continues to pay rent for the Leased Ground after the expiration of this Lease with or without the consent of the Landlord, and without any further written agreement, the Tenant will be a tenant from month to month at a monthly Base Rent equal to 150% of the last full monthly Base Rent payment due hereunder, and subject to all of the additional rentals, terms and conditions herein set out except as to the expiration of the Term and any options to extend the Term or renew the Lease.

28. Transfer or Pledge by Landlord.

Landlord may pledge as collateral, sell, lease or otherwise transfer its interest in the Leased Ground and in this Lease to any other person or entity without the consent or consultation of Tenant or any Unit Owner. In the event of a sale or other such transfer of the Landlord's interest in this Lease or the Leased Ground, the Landlord shall, without further written agreement, be freed, released, and relieved of all liability or obligations under this Lease. In the event that Landlord shall pledge its interest in the Leased Ground or in this Lease to another individual or entity as any form of security or collateral, the Landlord shall not be freed, released or otherwise relieved in any way from any liability under this Lease without the prior written consent of such person or entity to whom the Landlord's interest in this Lease or the Leased Ground has been pledged.

29. Risk Allocation, Limitation of Landlord's Liability.

No person holding Landlord's interest under this Lease (whether or not such person is named as "Landlord") shall have any liability after such person ceases to hold such interest. No principal, officer, director, manager, member, employee, or partner

(general or limited) of Landlord shall have any personal liability under any provision of this Lease. If Landlord defaults in the performance of any of its obligations under this Lease or otherwise, regardless of the legal theory asserted, Tenant shall look solely to Landlord's interest in the Leased Ground and not to the other assets of Landlord or the assets, interest, or rights of any principal, officer, director, manager, member, employee, or partner (general or limited) of Landlord for satisfaction of Tenant's remedies. In no event shall Landlord be liable to a Tenant or any Unit Owner for any loss or damage that may be occasioned by or through the acts or omissions of Tenant or other Unit Owners. In no event shall Landlord be liable to Tenant for indirect, special, incidental, or consequential damages including, without limitation, damages for loss of profit or revenue.

30. Notice.

30.1 Any notice, request, statement or other writing pursuant to this Lease will be deemed to have been given if sent by registered or certified mail, postage prepaid, return receipt requested, to the party at the address stated in the Definitions.

30.2 Notice will also be sufficiently given if and when the same will be delivered, in the case of notice to Landlord, to an executive officer of the Landlord, and in the case of notice to the Tenant, to him personally or to an executive officer of the Tenant if the Tenant is a corporation. Such notice, if delivered, will be conclusively deemed to have been given and received at the time of such delivery. If in this Lease two (2) or more persons are named as Tenant, such notice will also be sufficiently given if and when the same will be delivered personally to any one of such persons.

30.3 Any party may, by notice to the other, from time to time, designate another address in the United States to which notices mailed more than ten (10) days thereafter will be addressed.

31. Governing Law.

This Lease will be deemed to have been made in and will be construed in accordance with the laws of Colorado, without regard to its conflict of law principles.

32. Payment in United States Currency.

The rentals reserved herein and all other amounts required to be paid or payable under the provisions of this Lease will be paid in lawful money of the United States.

33. Lease Entire Agreement.

Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease save expressly set out in this Lease, and schedules and riders attached hereto and that this Lease, and schedules attached hereto, constitute the entire agreement between the Landlord and the Tenant and may not be amended or modified except as explicitly provided or except by subsequent agreement in writing of equal formality hereto executed by the party to be charged therewith.

34. Binding Effect.

Except as expressly provided herein, this Lease will inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns, and all covenants and agreements herein contained to be observed and performed by the Tenant will be joint and several.

35. Arbitration.

The parties to this Lease will submit all controversies, claims and matters of difference related to this Lease to arbitration in the metropolitan area closest to the location of the Leased Ground, according to the rules and practices of The American Arbitration Association from time to time in force. This submission and agreement to arbitrate will be specifically enforceable. Without limiting the generality of the foregoing, the following will be considered controversies for this purpose: (a) all questions relating to the construction of this Lease, or the breach of any obligation, warranty or condition hereunder, (b) all questions relating to any representations, negotiations, and other proceedings leading to the execution of this Lease, (c) failure of any party to deny or reject a claim or demand of any other party to this Lease, (d) all questions relating to the matters governed by this Lease and (e) all questions as to whether the right to arbitrate any questions exists. Arbitration may proceed in the absence of any party if notice of the proceedings has been given to such party in accordance with the rules of the American Arbitration Association. The parties agree to abide by all awards rendered in such proceedings. Such awards will be conclusive and binding on all parties. The arbitrator shall award arbitration costs and reasonable attorney's fees to the prevailing party. All awards may be filed with the clerk of one or more court, state or federal, having jurisdiction over the party against whom such an award is rendered or its property, as a basis of judgment and of the issuance of execution for its collection.

36. Interpretation.

Unless the context otherwise requires, the word "Landlord" wherever it is used herein will be construed to include and will mean the Landlord, its successors and/or assigns, and the word "Tenant" will be construed to include and will mean the Tenant, and the executors, administrators, successors and/or assigns of the Tenant and

when there are two or more tenants, or two or more persons bound by the Tenant's covenants herein contained, their obligations hereunder will be joint and several; the word "Tenant" and the personal pronouns "his" or "it" relating thereto and used therewith will be read and construed as tenants, and "his", "her", "its" or "their", respectively, as the number and gender of the party or parties referred to each require and the number of the verb agreeing therewith, will be construed and agree with the said word or pronoun so substituted. Time will be of the essence in all respects hereunder.

37. No Merger.

The voluntary or other surrender of possession of a portion of the Leased Ground by a Unit Owner shall not result in a merger of Landlord's and Tenant's estates, and shall, at the option of Landlord, either terminate any or all existing Leases or tenancies of such Unit Owner, or operate as an assignment to Landlord of any or all of such Leases or tenancies.

38. Severability.

Should any provision or provisions of this Lease be illegal or not enforceable it or they will be considered separate and severable from this Lease and its remaining provisions will remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included. This Lease is the result of negotiations between the parties and their respective attorneys and shall be construed in an even and fair manner, regardless of the party who drafted this Lease, or any provision thereof.

39. Captions.

The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or of any provision hereof.

40. Landlord Review Expenses. In the event that Landlord is required or requested by Tenant to review, approve, consent to or execute any plans, documents, assignments, estoppels or other instruments related to this Lease, Tenant shall reimburse Landlord for its reasonable expenses associated with such Landlord action, including expenses charged by any professional hired by Landlord to assist in such review (attorney, architect, engineer, etc.). Landlord may require Tenant to deposit Landlord's estimate of such expenses with Landlord prior to initiating any such Landlord action.

(signatures on the following page)

IN WITNESS WHEREOF, the parties hereto have executed these Lease provisions as of the Lease Date on the Lease Facing Page attached hereto.

LANDLORD:

MONUMENT HILL BUSINESS PARK, LLC
A Colorado limited liability company



By Stanley Sievers, Manager

TENANT:

MONUMENT HILL BUSINESS PARK
DEVELOPMENT, LLC, a Colorado limited liability
company



By Robert Sievers, Manager

ACKNOWLEDGMENTS:

STATE OF CO)
) ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 29th day of June, 2020, by Stanley Sievers as Manager of Monument Hill Business Park, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission expires: 04 - 23 - 2022

MIKE CASAREZ
Notary Public
State of Colorado
Notary ID # 20144017339
My Commission Expires 04-23-2022

[Signature]
Notary Public

STATE OF CO)
) ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 29th day of June, 2020, by Robert Sievers as Manager of Monument Hill Business Park Development, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission expires: 04 - 23 - 2022

MIKE CASAREZ
Notary Public
State of Colorado
Notary ID # 20144017339
My Commission Expires 04-23-2022

[Signature]
Notary Public

ATTACHMENT "A"
REAL PROPERTY DESCRIPTION

Legal Description:

LOT 3, GREATER EUROPE MISSION SUBDIVISION FILING NO. 1, EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF EL PASO BY THE DEED RECORDED APRIL 3, 2018 UNDER RECEPTION NO. 218037498, COUNTY OF EL PASO, STATE OF COLORADO.

ATTACHMENT "B"
LIST OF TITLE EXCEPTIONS

1. A RIGHT OF WAY AND EASEMENT ONE ROD WIDE TO CONSTRUCT, OPERATE, MAINTAIN, REPLACE, AND REMOVE SUCH COMMUNICATIONS EQUIPMENT, AS THE GRANTEE MAY REQUIRE, CONVEYED TO THE AMERICAN TELEPHONE AND TELEGRAPH COMPANY BY INSTRUMENTS RECORDED SEPTEMBER 24, 1951 IN BOOK 1312 AT PAGES 243 AND 261.
2. RESERVATION OF ONE HALF OF THE MINERALS, OIL OR GAS IN AND UNDER THE LAND THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF PROSPECTING FOR AND PRODUCING SUCH MINERALS, OIL, AND GAS, CONTAINED ON WARRANTY DEED RECORDED JULY 24, 1953 IN BOOK 1392 AT PAGE 78, OR A SEVERANCE OF MINERALS EVIDENCED THEREBY, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
3. RESERVATION SET FORTH IN INSTRUMENT RECORDED SEPTEMBER 6, 1968 IN BOOK 2252 AT PAGE 432 BETWEEN F.M. SETCHELL AND W.L. SETCHELL AND THE WOODMOOR CORPORATION EXCEPTING ONE-HALF MINERAL RIGHTS HERETOFORE CONVEYED, OR A SEVERANCE OF MINERALS EVIDENCED THEREBY, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
4. AN EASEMENT AND RIGHT OF WAY 10 FEET WIDE, TO CONSTRUCT, MAINTAIN, CHANGE, RENEW, RELOCATE, ENLARGE, AND OPERATE A LINE FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICAL ENERGY, AND INCIDENTAL PURPOSES, GRANTED TO THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INCORPORATED AS DISCLOSED BY INSTRUMENT RECORDED OCTOBER 21, 1968 IN BOOK 2259 AT PAGE 725.
5. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF WOODMOOR BUSINESS/TECHNOLOGICAL PARK RECORDED DECEMBER 09, 1971 UNDER RECEPTION NO. 848443.
6. THE EFFECT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE WOODMOOR WATER AND SANITATION DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 28, 1989, IN BOOK 5698 AT PAGE 120, AND MARCH 6, 1990 IN BOOK 5717 AT PAGE 267.
7. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF RIGHT OF WAY TO MOUNTAIN VIEW ELECTRIC ASSOCIATION RECORDED OCTOBER 23, 1998 AT RECEPTION NO. 098153983.
8. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF GREATER EUROPE MISSION SUBDIVISION FILING NO. 1 RECORDED MARCH 30, 2000 UNDER RECEPTION NO.

200033900.

9. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF RESOLUTION NO. 00-30 RECORDED MARCH 07, 2001 AT RECEPTION NO. 201027831.
10. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF RESOLUTION NO. 00-88 RECORDED MARCH 07, 2001 AT RECEPTION NO. 201027841.
11. THE EFFECT OF RESOLUTION NO. 12-007, RECORDED JANUARY 19, 2012, UNDER RECEPTION NO. 212006140.
12. A TEMPORARY CONSTRUCTION EASEMENT, FOR THE PURPOSES SET FORTH THEREIN, AS GRANTED TO THE COUNTY OF EL PASO BY THE INSTRUMENT RECORDED APRIL 3, 2018 UNDER RECEPTION NO. 218037499.
13. WATER RIGHTS, TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUPPLEMENTAL WATER USAGE AND SERVICE AGREEMENT RECORDED MARCH 06, 2019 UNDER RECEPTION NO. 219023255.
14. WATER RIGHTS, TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BARGAIN AND SALE DEED AND COVENANT AGREEMENT RECORDED MARCH 06, 2019 UNDER RECEPTION NO. 21902325

ATTACHMENT "C"
TENANT ACCEPTANCE LETTER

MONUMENT HILL BUSINESS PARK, LLC
c/o Stanley Sievers, Manager
PO Box 2490
Monument, CO 80132

Re: TENANT ACCEPTANCE

Dear Mr. Sievers:

The undersigned, as Tenant, hereby confirms as of this 1st day of August, 2020, the following:

1. All defined terms used herein and not defined herein shall have the meaning set forth in the August 1, 2020 Lease between Landlord and Tenant.
2. Tenant accepts possession of the Leased Ground "AS-IS" as of August 1, 2020.
3. The obligation to pay Base Rent will commence on the first day of the first month following the issuance by the appropriate governmental authority of a certificate of occupancy or temporary certificate of occupancy for the Facilities.
4. Any payments, whether for Base Rent or additional rent, or for other charges, adjustments or assessments, which remain unpaid for ten (10) days after the due date, are subject to an administrative service charge of ten percent (10%) of the total overdue amount.
5. As of the date hereof, Landlord has fulfilled all of its obligations under the Lease.
6. The Lease is in full force and effect and has not been modified, altered, or amended.
7. There are no offsets or credits against Base Rent or additional rent, and no Base Rent or additional rent has been prepaid.

TENANT:
MONUMENT HILL BUSINESS PARK DEVELOPMENT, LLC,
A Colorado limited liability company

By Robert Sievers, Manager

AMENDED AND RESTATED GROUND LEASE
LEASE FACING PAGE

LEASE DATE: October 1, 2020

LANDLORD: MONUMENT HILL BUSINESS PARK, LLC, a Colorado limited liability company
12110 N 6th Street
Parker, CO 80134

TENANT: MONUMENT HILL BUSINESS PARK DEVELOPMENT, LLC, a Colorado limited liability company
12110 N 6th Street
Parker, CO 80134

PERMITTED USES OF THE LEASED GROUND:

Construction and occupancy of the Facilities as defined per and in compliance with the County of El Paso Zoning Code or any other applicable governmental agency with jurisdiction.

LEASE TERMS:

- **Ground Lease:** By the recording of this Amended and Restated Ground Lease, Landlord and Tenant hereby delete and replace in its entirety the Ground Lease recorded on June 30, 2020 at Reception No. 220092954.
- **Term:** The term of this Lease shall be for a period commencing on the Lease Date and ending on September 30, 2119 unless sooner terminated as herein provided.
- **Base Rent:** \$51,109.00 per year, payable in equal monthly installments, and increased in accordance the Consumer Price Index Adjustment on each successive Base Rent Adjustment Date during the Term. Under no circumstances shall the amount of the Base Rent be decreased pursuant to any adjustment in accordance with the Consumer Price Index Adjustment.

THIS LEASE FACING PAGE, together with the General Lease Provisions and any Attachments or Riders attached hereto and initialed by the parties, will constitute the Lease between Tenant described above, as Tenant, and the Landlord described above as Landlord, for the land described in Attachment A to this Lease, made and entered into as of the Lease Date specified above.

Attachments:

- ____ (A) Description of Leased Ground
- ____ (B) Title Exceptions
- ____ (C) Tenant Acceptance

**AMENDED AND RESTATED GROUND LEASE
GENERAL LEASE PROVISIONS**

WHEREAS, on or about June 30, 2020, Landlord and Tenant caused that particular Ground Lease to be recorded in the Clerk and Recorder's Office for El Paso County, Colorado at Reception No. 220092954 (the "Original Ground Lease"); and

WHEREAS, by the recording of this Amended and Restated Ground Lease (the "Ground Lease"), Landlord and Tenant intend to and hereby delete and replace in its entirety the Original Ground Lease with this Ground Lease.

WHEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration and the mutual covenants contained herein, Landlord and Tenant hereby covenant and agree as follows:

1. Definitions.

1.1 All terms appearing on the Lease Facing Page will have the meanings ascribed thereon.

1.2 The following terms will have the following meanings wherever they appear in this Lease.

(a) "Association" will mean The Monument Hill Business Park Personal Warehouse Condominium Association, Inc., a Colorado non-profit corporation formed for the purposes of representing and acting on behalf of and for the benefit of the Unit Owners, arranging for common area and exterior maintenance of the Leased Ground and the Facilities, governing use of the common areas on the Leased Ground, and collecting and paying Base Rent therefor and any other amounts that become due hereunder to the Landlord, and any successor in interest to the Landlord.

(b) "Base Rent" will mean Base Rent for the Leased Ground in the amount stated on the Lease Facing Page, as adjusted in accordance with the terms of this Lease.

(c) "Base Rent Commencement Date" will mean October 1, 2020.

(d) "Base Rent Adjustment Date" will mean the triennial anniversary of the Base Rent Commencement Date during the Term. For avoidance of doubt, the Base Rent Adjustment Date shall occur on the third (3rd) anniversary of the Base Rent Commencement Date and every three years thereafter during the Term.

(e) "Condominium Association" shall mean the "Association" created under the Condominium Declaration.

(f) “Condominium Declaration” will mean that certain Condominium Declaration of The Monument Hill Business Park Personal Warehouse Condominiums executed by both Tenant and Landlord and to be recorded in the Official Public Records of El Paso County, Colorado

(g) “Consumer Price Index Adjustment” will mean an amount equal to the Percentage Increase (defined below) in the “Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average- All Items (1982-1984=100),” published by the U.S. Department of Labor, Bureau of Labor Statistics multiplied by the then current Base Rent. If the Consumer Price Index is no longer published by the Bureau of Labor Statistics of the Department of Labor or its successor government agency, a consumer price index published by a United States governmental entity selected by the Landlord will be substituted. If no consumer price index is published by a United States governmental entity, the Landlord acting reasonably will select an index or other method of adjustment closely approximating an adjustment based upon the Consumer Price Index. “Percentage Increase” shall mean a percentage equal to a fraction, the numerator of which shall be the change in the Index from the third month preceding the Base Rent Commencement Date to the third month preceding the applicable Base Rent Adjustment Date. The fraction denominator shall be the Index for the third month preceding the Base Rent Commencement Date. In no event shall the Base Rent be decreased due to changes in the Consumer Price Index Adjustment.

(h) “Facilities” will mean the buildings located upon the Leased Ground, which have at least one Unit.

(i) “Landlord” will mean MONUMENT HILL BUSINESS PARK, LLC, a Colorado limited liability company, and any successors or assigns.

(j) “Lease” will mean this Agreement.

(k) “Lease Facing Page” will mean the page or pages of this Lease identified as the “Lease Facing Page.”

(l) “Lease Year” will mean the one (1) year period commencing on the first (1st) day of the month following the Lease Date or on an anniversary of such first (1st) day of the month following the Lease Date.

(m) “Leased Ground” will mean the real property described in Attachment “A” attached hereto, together with all rights, privileges, easements, rights of ingress and egress, improvements and appurtenances of whatever kind and character, benefiting, belonging or appertaining thereto.

(n) Left blank intentionally.

(o) “Prime Rate” will mean the prime rate of interest published in the Western Edition of *The Wall Street Journal* or any successor publication from time to time, adjusted for any change in such prime rate, provided that if neither *The Wall Street Journal* nor any successor publication is published, the published prevailing rate of interest charged to most favored customers by a bank or other lending institution reasonably selected by the Landlord.

(p) “Rules and Regulations” will mean rules and regulations uniformly applied to all Unit Owners, as may be adopted by the Association from time to time and approved by the Landlord.

(q) “Taxes” will mean all taxes, fees, special and general assessments, water rents, rates and charges, sewer rents and other governmental (including taxing districts or other authorities presently or hereafter created) impositions and charges of every kind and nature whatsoever, extraordinary, as well as, ordinary under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations, and the like. In addition, “Taxes” will mean all personal property taxes, and all real estate taxes and assessments or substitutes therefore or supplements thereto upon all or any portion of the Leased Ground or any improvement thereon.

(r) “Tenant” will mean MONUMENT HILL BUSINESS PARK DEVELOPMENT, LLC, a Colorado limited liability company, the initial address of which will be 12110 North Sixth Street, Parker, CO 80134. The term “Tenant” also includes each of MONUMENT HILL BUSINESS PARK DEVELOPMENT, LLC’s successors and assigns, including without limitation, each Unit Owner. Once MONUMENT HILL BUSINESS PARK DEVELOPMENT, LLC has conveyed all of its interests in the Leased Ground to a Unit Owner or Unit Owners, it shall automatically cease being a Tenant and shall have no further obligations hereunder.

(s) “Term” will mean the period commencing on the Lease Date and ending September 30, 2119.

(t) “Unit” means a separately designated unit within the Facilities.

(u) “Unit Owner” will mean the owner of the Unit on the Leased Ground.

2. Recitals.

2.1 Tenant desires to lease the Leased Ground from Landlord for the purpose of providing to the Unit Owners, through the Condominium Declaration, the Leased Ground for construction and location of the Facilities and use of the Facilities for

the Permitted Uses through pro-rata assignments of Tenant's interest in this Lease to Unit Owners.

2.2 Landlord is willing to lease the Leased Ground to the Tenant for such purposes, upon the terms and conditions set forth herein.

Accordingly, the parties agree as follows:

3. Lease.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Ground, upon and subject to the terms, conditions, covenants and provisions contained in this Lease. Landlord and Tenant hereby agree to be bound by the area and description of the Leased Ground, as set forth in Attachment "A." Within ten (10) days after the Lease Date, Tenant shall execute an acceptance letter substantially in the form of Attachment "C," annexed hereto, setting forth the commencement of the Lease, and the other information required therein. The failure of Tenant to so deliver the acceptance letter shall constitute a ratification of the information therein.

4. Rent.

4.1 Tenant, in consideration of this Lease, covenants and agrees to pay, or cause the Association to pay, to the Landlord during the Term of this Lease, commencing upon the Base Rent Commencement Date, the Base Rent, without any suspension, diminution, abatement, setoff, offset, deduction, or reduction whatsoever.

4.2 Base Rent will be payable in advance, in monthly installments, without notice or demand therefor upon the first day of each and every month of the Lease commencing upon the Base Rent Commencement Date by Tenant to the Landlord by ACH withdrawal or some other form of automatic payment reasonably acceptable to Landlord, or such other payment method or to such other payee or address as Landlord will hereafter designate in writing from time to time by notice to Tenant, under the provisions of Section 30. Base Rent for any part calendar month during the Term will be adjusted on a per diem basis.

4.3 Landlord will receive the rent herein provided without any liability incurred for (or without any deduction for) any cost, or costs by reason of any taxes, any insurance premiums or any repairs or maintenance to improvements as any of such items of cost may apply to the Leased Ground.

4.4 It is the purpose and intent of Landlord and Tenant that this is a net lease and that the rent, except as herein otherwise provided, will be absolutely net to Landlord, so that this Lease will yield, net, to Landlord, the net rent specified in Section 4.1 hereof in each year during the original Term of the Lease hereof, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Leased

Ground, except as herein otherwise provided, which may arise or become due during or out of the this Lease will be paid by Tenant, and that Tenant will indemnify, defend, and save Landlord harmless from and against the same; provided, however, that nothing herein contained will be construed to require Tenant to pay the principal of, or interest on, any indebtedness secured by any mortgage on the Leased Ground created by Landlord for the benefit of Landlord. All sums other than Base Rent payable by Tenant under this Lease shall be deemed additional rent, regardless of whether any such sum is expressly characterized as, or stated to be, additional rent, and shall be payable within ten (10) days after written demand by Landlord unless other payment dates are set forth herein. Tenant's payment obligations hereunder shall continue and shall not be satisfied until and unless Landlord timely receives such payment. Tenant's payment to the Association of any payment obligations hereunder shall not relieve Tenant of its payment obligations to Landlord until and unless the Association timely pays such amounts to Landlord. Landlord shall have the same rights and remedies with respect to the failure by Tenant to pay additional rent as Landlord has with respect to the failure by Tenant to pay Base Rent. Other than Base Rent, the payment of which shall start on the Base Rent Commencement Date, Tenant shall commence paying all other expenses associated with the Leased Ground required to be paid hereunder on the Lease Date.

4.5 Commencing on the first (1st) Base Rent Adjustment Date and then on each applicable Base Rent Adjustment Date thereafter during the Term, Base Rent will be increased by the Consumer Price Index Adjustment.

4.6 In addition to any other rights and remedies provided Landlord, any and all payments, whether for Base Rent or additional rent, or for other charges, adjustments or assessments, which remain unpaid for five (5) days after the due date, will be subject to an administrative service charge of ten percent (10%) of the total overdue amount.

5. Utilities.

Tenant will pay, or cause the Association to pay, as additional rent, all sewer rents and charges for water, heat, gas, hot water, electricity, internet/WiFi, light and power and other service, or services, furnished to the Leased Ground, the Facilities and the users thereof during the Term of this Lease. Tenant's duty to pay the aforementioned includes, without limitation, the cost to install any submeters.

6. Taxes.

6.1 During the Term:

(a) Tenant shall pay and discharge punctually, at Tenant's expense, or cause the Association to pay, as additional rent, as and when the same will become due and payable, all Taxes, fees and assessments and governmental charges levied, or other taxing districts or authorities presently or hereafter created and each and

every installment thereof which will or may, during the Term of this Lease, be charged, levied, laid, assessed, imposed, become due and payable, or liens upon or for or with respect to the Leased Ground or any part thereof, or any buildings, appurtenances or equipment owned by Tenant thereon, or therein or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state, county, town and city governments and all other governmental authorities whatsoever (all of which will also be included in the term "Taxes," as heretofore defined). To the extent that the Leased Ground is a part of a larger parcel and separation is not practical, Landlord and Tenant will make an equitable allocation of each aggregate payment.

(b) To the extent that the same may be permitted by law, the Association will have the right to apply for separate assessment of each Unit. In addition, the Association will have the right to apply for the conversion of any assessment for local improvements assessed during the Term of this Lease, in order to cause the same to be payable in annual installments, and upon such conversion Tenant will pay and discharge punctually such installments as they will become due and payable during the Term of this Lease. Landlord agrees to permit the application for the foregoing conversion to be filed in Landlord's name, if necessary, and will execute any and all documents requested by Tenant to accomplish the foregoing result. All expenses incurred under this section shall be borne by Tenant.

(c) Tenant will be deemed to have complied with the covenants of Section 6.1 if payment of Taxes is made either within any period allowed by law or by the governmental authority imposing the same during which payment is permitted without penalty or interest on or before the date such taxes will become a lien upon the Leased Ground, and provided Tenant produces and exhibits to Landlord satisfactory evidence of such payment, if Landlord requests such production in writing.

6.2 All such Taxes, including assessments which have been converted into installments as set forth in Section 6.1, which become payable during the Lease Year in which the Lease Term ends, will be apportioned pro rata between Landlord and Tenant in proportion to the portion of the assessment period including the Term.

6.3 As of the Lease Date and during the Term:

(a) Tenant, or its designees, will have the right to contest or review all Taxes by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Tenant or its designees will conduct promptly, at its own cost and expense, and free of any expense to Landlord, and, if necessary, in the name of and with the cooperation of Landlord and Landlord will execute all documents necessary to accomplish the foregoing). Notwithstanding the foregoing, Tenant will promptly pay all such Taxes if at any time the Leased Ground or any part thereof will then be immediately subject to forfeiture, or if Landlord will be subject to any criminal liability, arising out of the nonpayment thereof.

(b) The legal proceedings referred to in the preceding paragraph will include appropriate certiorari proceedings and appeals from orders therein and appeals from any judgments, decrees or orders. In the event of any reduction, cancellation or discharge, Tenant will pay the amount finally levied or assessed against the Leased Ground or adjudicated to be due and payable on such contested Taxes.

6.4 Landlord agrees that if there are any refunds or rebates on account of the Taxes paid by Tenant under the provisions of this Lease, such refund or rebate will belong to Tenant. Landlord, upon the request of Tenant, will sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will pay over to Tenant such refund or rebate if received by Landlord. Landlord further covenants and agrees on request of Tenant at any time, and from time to time, but without cost to Landlord, to make application individually (if legally required) or to join in Tenant's application (if legally required) for separate tax assessments for such portions of the Leased Ground as Tenant will at any time, and from time to time, designate. Landlord hereby agrees, upon request of Tenant, to execute such instruments and to give Tenant such assistance in connection with such applications as will be required by Tenant.

6.5 Nothing herein contained will require, or be construed to require, Tenant to pay any inheritance, estate, succession, transfer, gift, franchise, income or profit taxes, that are, or may be, imposed upon Landlord, its successors or assigns; provided, however, that Tenant will be responsible for any tax which is enacted in lieu of or in lieu of an addition to a tax or charge that is included within the definition of Taxes hereunder.

7. Insurance.

7.1 As of the Lease Date and during the Term, Tenant shall, at its own cost and expense, or cause the Association to, as additional rent:

(a) Keep all buildings, improvements and betterments on, in or appurtenant to the Leased Ground, or used in connection with the operation and maintenance of the building and its related facilities, including all alterations, rebuildings, replacements, changes, additions and improvements on the Leased Ground, insured for the benefit of Landlord, Landlord's mortgagees, Tenant, the Unit Owners and all Unit Owner mortgagees, as their respective interests may appear, on a Special Causes of Loss form and, in addition, against all other hazards for which such Special Causes of Loss coverage in its broadest coverage will be available, as may, from time to time, be required by any Unit Owner mortgagee, in an amount, or amounts, equal to their full replacement cost value and in any event, in an amount, or amounts, at all times sufficient to prevent Landlord and Tenant, or either of them, from becoming a co-insurer under the terms of the applicable policies. Tenant shall also maintain Business Income insurance covering Special Causes of Loss. Such Business Income insurance shall be in minimum amount typically carried by prudent businesses engaged in similar operations, but in no event shall be in an amount less than the Base Rent then in effect for a 12-month period.

(b) During any period of construction of the Facilities, provide Builder's Risk insurance on a replacement cost basis on a Special Causes of Loss form, including collapse and transit coverage, during construction of such Facilities, covering the total value of work performed and equipment, supplies and materials furnished.

(c) Provide Commercial General Liability insurance on an Occurrence Form, including, but not limited to, elevator and contractual liability insurance, protecting and indemnifying Landlord and its respective officers, employees and agents, Tenant, and the Unit Owners against any and all claims (including all costs and expenses of defending against the same) for personal injury, disease or death, or injury to, or destruction of, property (including loss of the use thereof), and any loss occurring from terrorism, occurring upon, or arising out of the use of, the Leased Ground and Facilities, or any streets, alleys, passageways, sidewalks, gutters, curbs, vaults, or vault space upon the Leased Ground, the limits of which said Commercial General Liability insurance in an amount as Landlord may reasonably require from time to time so long as such amounts are in accordance with insurance required to be carried by tenants of comparable facilities in the Jefferson County, Colorado, but in no event will it be less than five million dollars (\$5,000,000.00) for each occurrence and in the aggregate (full limits required may be met through the use of primary and excess policies). This policy shall contain a broad form contractual liability endorsement under which the insurer agrees to insure Tenant's obligations under Sections 19 and 20. Landlord will have the right, from time to time, during the Term of this Lease, to require Tenant to carry reasonably greater amounts of such insurance.

(d) Provide Worker's Compensation insurance and employer's liability insurance as required by law, covering all persons with respect to whom death, bodily injury or sickness claims could be asserted against Tenant under the provisions of any Worker's Compensation law, employer's liability law or similar laws of the state in which the Leased Ground is located that may, at any time, or from time to time, be enacted.

(e) Provide Auto Liability insurance in an amount as Landlord may reasonably require from time to time so long as such amounts are in accordance with insurance required to be carried by tenants of comparable facilities in Jefferson County, Colorado, but in no event will it be less than a combined single limit of \$1,000,000 for all owned, non-owned and hired automobiles.

(f) Rental or Business Interruption insurance covering the loss of the Base Rent and other charges payable by Tenant to Landlord for one (1) year (including all real estate taxes, insurance costs, any scheduled rental increases, and any other amounts due hereunder). Said insurance shall provide that in the event this Lease is terminated or Tenant's obligation to pay Rent is abated as may be provided herein, the period of indemnity for such coverage shall be extended beyond the date of the completion of repairs or replacement of the Leased Ground, to provide for one (1) full year's loss of

rental revenues from the date of any such loss. Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected rental income, property taxes, insurance premium costs and other expenses, if any, otherwise payable by Tenant, for the next twelve (12) month period.

(g) Provide such other insurance as Landlord may reasonably require from time to time so long as such other insurance is in accordance with insurance required to be carried by tenants of comparable facilities in the Jefferson County, Colorado market.

(h) All insurance policies shall contain Additional Insured coverage (except Worker's Compensation) naming the Landlord and its officers, directors, managers, members, and employees as Additional Insureds. All policies shall contain a Waiver of Subrogation in favor of the Landlord and its officers, directors, managers, members, insurers, and employees.

7.2 Tenant and Landlord will cooperate in connection with the collection of any insurance monies that may become due in the event of a loss, but at the sole expense of Tenant, and Landlord will execute and deliver to Tenant, upon the written request of Tenant, such proofs of loss and other instruments as may be required for the purpose of obtaining the recovery of any such insurance monies.

7.3 No apportionment of premium in respect of insurance will be made at the expiration of the Term of this Lease. Tenant may cancel any such policies as of such expiration and obtain any premium refunds incident thereto.

7.4 All policies of insurance required by this Section 7 will be taken out with insurers and will contain deductible amounts acceptable to the Landlord and in form satisfactory from time to time to the Landlord. Insurance companies authorized to do business in the state in which the Leased Ground is located, with a rating A-IX or better, as rated in the then current edition of Best's Insurance Reports, will be deemed acceptable to Landlord. Such policies will be in full force and effect on the Lease Date and will be renewed thereafter not later than forty-five (45) days prior to the expiration date of each policy. Within 10 days after the commencement of each Lease Year during the Term, and from time to time when requested by Landlord, Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's satisfaction of all of the insurance requirements (including copies of Additional Insured, General Liability waiver of subrogation, Worker's Compensation waiver of subrogation coverage forms) set forth in this Article 7.

7.5 Nothing in this Section 7 will prevent Tenant from taking out insurance of the kind and in the amounts provided for under this section under a blanket insurance policy or policies covering other properties as well as the Leased Ground, provided, however, that any such policy or policies of blanket insurance (i) will specify

therein, or Tenant will furnish Landlord with a written statement from the insurers under such policy or policies specifying, the amount of the total insurance allocated to the Leased Ground, which amounts will not be less than the amounts required by Section 7.1 hereof, and (ii) such amounts so specified will be sufficient to prevent any one of the insureds from becoming a co-insurer within the terms of the applicable policy or policies, and provided further, however, that any such policy or policies of blanket insurance shall, as to the Leased Ground, otherwise comply as to endorsements and coverage with the provisions of this Section 7. In the case of renewals, Tenant shall deliver duplicate copies of all such policies and endorsements thereto thirty (30) days prior to the expiration of the prior insurance policy, together with evidence that such policies are fully paid for, and that no cancellation, material change or non-renewal thereof shall be effective except upon thirty (30) days' prior written notice from the insurer to Landlord.

7.6 The insurance policies required under this Lease to be furnished by Tenant to Landlord may, at the election of Tenant, be furnished and/or paid for by any Tenant or other person having an insurable interest in the Leased Ground, and Landlord will accept such policies as though they had been supplied and paid for by Tenant provided such policies will comply otherwise with the requirements of this Lease. If Tenant shall fail at any time to procure and/or maintain the insurance required herein, Landlord may, at its option upon ten (10) days prior written notice to Tenant, procure such insurance on Tenant's behalf and the cost thereof shall be payable upon demand, as additional rent. Payment by Landlord of any insurance premium or the carrying by Landlord of any such insurance policy shall not be deemed to waive or release the default of Tenant with respect thereto.

7.7 It is expressly understood and agreed that the foregoing minimum limits of insurance shall not limit the liability of Tenant for its acts or omissions as provided in this Lease. All policies of insurance provided for in this Section 7 will name Landlord, Tenant and all Unit Owners as the insured as their respective interests may appear, and also, any fee and any leasehold mortgagee, when requested, as the interest of any such mortgagee may appear, by standard mortgagee clause, if obtainable, provided that any such mortgagee agrees that the proceeds of such insurance will be applied in accordance with this Lease.

7.8 All such policies will provide that the loss, if any, thereunder will be adjusted and paid as hereinabove provided. Each such policy shall, to the extent obtainable, contain a provision that no act or omission of any Tenant will affect or limit the obligation of the insurance company so to pay the amount of any loss sustained.

7.9 Each such policy or certificate therefor issued by the insurer shall, to the extent obtainable, contain an agreement by the insurer that such policy will not be canceled without at least thirty (30) days' prior written notice to Landlord and to any mortgagee named therein.

7.10 All Tenant insurance policies covering the Leased Ground, Facilities and other improvements shall expressly waive any right of recovery on the part of the insurer against the Landlord and its agents, employees and insurers. Policies maintained by Landlord, if any, will serve as excess coverage.

7.11 Any deductible hereunder shall not exceed \$5,000.00; provided, however, at the request of Tenant, an upward Consumer Price Index Adjustment will be applied to such maximum deductible amount from time to time.

8. Maintenance.

8.1 Tenant will maintain, at Tenant's expense, or cause the Association to maintain, the Leased Ground, the Facilities, and any other buildings, structures, facilities, improvements and appurtenances erected thereon and the related grounds, roads, driveways, retaining walls and parking lot in a good state of repair, both inside and outside and keep the same and all parts thereof, including, without limiting the generality of the foregoing, the roof, foundations, walls, floors, sidewalks, curbs, water and sewer connections, windows and other glass, plumbing, water, gas and electric fixtures, pipes, wires and conduits, elevators, escalators, boilers, machinery, fixtures, equipment, furnishings, facilities and appliances, in, on or connected with the Facilities, together with any and all alterations, additions and improvements therein or thereto, in good, clean, healthful and safe order and condition, all in accordance with applicable laws including, without limitation, municipal ordinances and the direction of proper officials, suffering no waste, damage or injury, and shall, at Tenant's sole expense, promptly make or acquire all needed repairs, replacements, renewals and additions, structural or otherwise, whether ordinary or extraordinary, foreseen, or unforeseen, in and to any of the foregoing, all as may be necessary to maintain the Facilities as of the date of this Lease and throughout the Term hereof in a first-class condition.

8.2 All such repairs, replacements, renewals and additions will be of good quality and sufficient for the proper maintenance and operation of the Leased Ground and any buildings, structures, facilities, furnishings, equipment, fixtures, improvements and appurtenances, hereafter erected thereon or used in the operation of the Facilities and will be constructed and installed diligently to completion, in a good and workmanlike manner, and in compliance with all requirements of all governmental authorities having jurisdiction thereof and the appropriate Board of Fire Underwriters or any successor thereof. Tenant will not permit anything to be done upon the Leased Ground or any improvements thereon which would invalidate or prevent the procurement of any insurance policies which may at any time be required by this Lease or permit anything to be done on the streets or sidewalks or alleys adjoining the Leased Ground, except as may be permitted by municipal authorities having jurisdiction thereof.

8.3 Maintenance and repair will include without limitation the following:

(a) maintaining and establishing reasonable reserves for the replacement of the paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as will in all respects be equal or superior in quality, use and durability;

(b) removing all snow and debris and sweeping the area periodically so as to keep the Leased Ground in a clean and orderly condition;

(c) maintaining all signs on the Leased Ground in good condition;

(d) maintaining all landscaped areas in a good, clean and well-tended condition;

(e) maintaining, repairing and replacing artificial lighting facilities on the Leased Ground; and,

(f) maintaining and repairing the Facilities, storm drains, utility lines, sewer lines, water lines and gas lines on the Leased Ground.

8.4 While and so long as Landlord's interest in the Leased Ground and building is encumbered by a mortgage or mortgages, Tenant will enter into any and all agreements and comply with any and all requirements as the Landlord's mortgagee may reasonably request for the protection by insurance of its interest.

9. Use.

9.1 The Leased Ground and the Facilities will be used only for the purposes set forth on the Lease Facing Page.

9.2 Under no circumstances will the Leased Ground or the Facilities at any time be used for lodging purposes for humans or animals of any type.

9.3 Use of the Leased Ground and the Facilities shall be subject to the Rules and Regulations, if any.

9.4 Subject to this Section 9, nothing herein shall otherwise be construed as precluding or prohibiting Monument Hill Business Park Development, LLC or a subsequent Tenant from using a Unit for any lawful purpose or business, regardless whether such use of a Unit is the same or substantially similar to that of another Tenant. By acceptance of an assignment of an interest hereunder, each Tenant expressly acknowledges and agrees that no Tenant is entitled to use of a Unit for any particular purpose or business.

10. Quiet Enjoyment.

Tenant, upon paying rent and all other sums and charges to be paid by it, as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, will quietly have and enjoy the Leased Ground during the Term of this Lease, subject only to the exceptions listed in Attachment "B" hereto.

11. Hazardous Materials.

11.1 Definitions. For the purposes of this Lease "Hazardous Material" means any radioactive, hazardous, or toxic substance, material, waste or similar term, the presence of which on the Leased Ground, or the discharge or emission of which from the Leased Ground, is prohibited or regulated by present or future federal, state or local governmental laws, ordinances, rules or regulations ("Governmental Requirements") or which require special handling in collection, storage, treatment, or disposal by any Governmental Requirements. The term Hazardous Material includes, but is not limited to, any material, substance, waste or similar term which is:

(a) Defined as a hazardous material or material requiring special handling under the laws of the state in which the Leased Ground is located, as amended from time to time;

(b) Defined as a hazardous substance under Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317) as amended from time to time;

(c) Defined as a hazardous waste under Section 1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.) as amended from time to time;

(d) Defined as a hazardous waste substance under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, (42 U.S.C. Section 9601, et seq.), as amended from time to time;

(e) Defined as a radioactive, hazardous, or toxic substance, waste, material or similar term in any rule or regulation, as amended from time to time, which is adopted by any administrative agency; including, but not limited to the Environmental Protection Agency, the Occupational Safety and Health Administration, or any such similar state or local agency having jurisdiction over the Leased Ground, whether or not such rule or regulation has the force of law;

(f) Determined to contain asbestos or polychlorinated biphenyls;

(g) Defined as a radioactive, hazardous, or toxic waste, substance, material or similar term in any other statute, regulation, rule or law presently in effect, or

enacted or adopted at any time after the date of this Lease, by local authorities, the state in which the Leased Ground is located, and/or the federal government; or

(h) Subject to regulation under the Toxic Substances Control Act ("TSCA") (15 U.S.C., Section 2601, et seq.).

12. Representations and Obligations of Landlord.

12.1 No Hazardous Materials. Landlord represents, to its best knowledge, to Tenant that, as of the Lease Date, neither Landlord nor Landlord's agents, contractors, authorized representatives, employees or predecessors in title or interest has engaged in any of the following prohibited activities with respect to the Leased Ground:

(a) Caused or permitted any releases or discharges of Hazardous Material on or from the Leased Ground; or

(b) Caused or permitted any manufacturing, holding, handling, retaining, storing, transporting, spilling, leaking, or dumping of Hazardous Material in or on any portion of the Leased Ground; or,

(c) Otherwise placed, kept, stored or maintained, or allowed to be placed, kept, stored or maintained, any Hazardous Material on any portion of the Leased Ground.

12.2 Compliance with Law. To Landlord's best knowledge, Landlord has complied, and the Leased Ground complies, with all laws, ordinances, rules, and regulations of all authorities having jurisdiction over the Leased Ground, or the use of the Leased Ground, and pertaining to any Hazardous Material (herein called "Hazardous Material Laws").

12.3 Removal of Hazardous Material and Freedom from Liens. If Hazardous Material is discovered on the Leased Ground which existed on the Lease Date, Landlord will with due diligence remove all such Hazardous Material in compliance with all Governmental Requirements and keep the entire Leased Ground free of any lien imposed pursuant to any laws, regulations, or orders of any governmental or regulatory authority having to do with the removal of Hazardous Material.

12.4 Indemnity and Hold Harmless. Landlord will be solely responsible for, and hereby agrees to indemnify and hold Tenant (including the respective heirs, personal representatives, successors, assigns, employees, agents, officers and directors of Tenant) harmless from, any and all actions, loss, liability, damage, cost or expense including, without limitation, attorneys' fees occasioned by, resulting from, or consequent to any Hazardous Material or Hazardous Material Contamination on the Leased Ground; any releases or discharges of Hazardous Material from the Leased Ground; any manufacturing, maintaining, holding, handling, storing, transporting, spilling, leaking or

dumping of Hazardous Material on or at the Leased Ground, any other violation of Hazardous Material Laws; any claim or assertion that any such Hazardous Material or Hazardous Material Contamination is so located on the Leased Ground or that any such activities or violations have occurred on the Leased Ground; or any other failure or alleged failure of Landlord, or the Leased Ground to comply with the provisions of this section, notwithstanding any and all attempts by Landlord to exercise due diligence in ascertaining whether or not any of the events outlined above affect the Leased Ground; provided however that such indemnity will be limited to occurrences which took place or which arise out of events which took place prior to the Lease Date and, except with respect to any occurrence of which the Landlord may have knowledge, after the date upon which the Landlord acquired title to the Leased Ground. Such loss, liability, damage, cost or expense hereby indemnified against will include, without limitation: the costs of any required or necessary repair, cleanup or detoxification of the Leased Ground, including the soil and ground water thereof, and the preparation and implementation of any closure, remedial or other required plans. All costs and expenses incurred by Tenant for which Landlord is responsible, or for which Landlord has indemnified Tenant will be paid by Landlord to Tenant within fifteen (15) days of demand therefor. Upon Landlord's failure to make such payment within said fifteen (15) day period, the full amount thereof will accrue interest from the sixteenth (16th) day after demand until paid at the Prime Rate; and, at Tenant's election, such failure will constitute a default hereunder.

Tenant will have the right, but not the obligation, to join and participate in (as a party if it so elects), any legal or administrative proceedings or actions initiated in connection with any allegation that Landlord or the Leased Ground violate, or have violated, any provision of this section, and to have Tenant's reasonable attorneys' and consultants' fees in connection therewith paid by Landlord upon demand.

The aforesaid indemnification and hold harmless agreement will benefit Tenant from the Lease Date and will not be terminated on the termination of this Lease, but will continue thereafter notwithstanding termination of this Lease; and, without limiting the generality of the foregoing such obligations will continue for the benefit of Tenant, and Tenant's representatives, successors and assigns, during and following any possession of the Leased Ground by Tenant or Tenant's successors and assigns.

13. Representations and Obligations of Tenant.

13.1 No Hazardous Material. Tenant represents to Landlord that after the Lease Date neither Tenant nor any Unit Owner, nor any of their tenants, invitees, agents, contractors, authorized representatives, employees or predecessors in title or interest will engage in any of the following prohibited activities with respect to the Leased Ground:

(a) Cause or permit any releases or discharges of Hazardous Material on or from the Leased Ground; or

(b) Cause or permit any manufacturing, holding, handling, retaining, storing, transporting, spilling, leaking, or dumping of Hazardous Material in or on any portion of the Leased Ground except in compliance with all applicable laws and the other provisions of this Lease; or,

(c) Otherwise place, keep, store or maintain, or allowed to be placed, kept, stored or maintained, any Hazardous Material on any portion of the Leased Ground.

13.2 Compliance with Law. Tenant will comply, and will cause each Unit Owner to comply, on and after the Lease Date, and will cause the Leased Ground to comply, with all present and future laws, ordinances, rules, and regulations of all authorities having jurisdiction over the Leased Ground, or the use of the Leased Ground, and pertaining to any Hazardous Material (herein called "Hazardous Material Laws").

13.3 Removal of Hazardous Material and Freedom from Liens. If Hazardous Material is discovered on the Leased Ground which occurred after the Lease Date, Tenant will with due diligence remove all such Hazardous Material in compliance with all governmental requirements and keep the entire Leased Ground free of any lien imposed pursuant to any laws, regulations, or orders of any governmental or regulatory authority having to do with the removal of Hazardous Material.

13.4 Indemnity and Hold Harmless. Tenant will be solely responsible for, and hereby agrees to indemnify, defend and hold Landlord (including the respective heirs, personal representatives, successors, assigns, employees, agents, officers, directors, members, and managers of Landlord) harmless from, any and all actions, loss, liability, damage, cost or expense including, without limitation, attorneys' fees occasioned by, resulting from, or consequent to any Hazardous Material or Hazardous Material Contamination on the Leased Ground; any releases or discharges of Hazardous Material from the Leased Ground; any manufacturing, maintaining, holding, handling, storing, transporting, spilling, leaking or dumping of Hazardous Material on or at the Leased Ground, any other violation of Hazardous Material Laws; any claim or assertion that any such Hazardous Material or Hazardous Material Contamination is so located on the Leased Ground or that any such activities or violations have occurred on the Leased Ground; or any other failure or alleged failure of Tenant, or the Leased Ground to comply with the provisions of this section, notwithstanding any and all attempts by Tenant to exercise due diligence in ascertaining whether or not any of the events outlined above affect the Leased Ground; provided, however, that such indemnity will be limited to occurrences which took place or which arise out of events which took place after the Lease Date. Such loss, liability, damage, cost or expense hereby indemnified against will include, without limitation:

(a) All consequential damages;

(b) The costs of any required or necessary repair, cleanup or detoxification of the Leased Ground, including the soil and ground water thereof, and the preparation and implementation of any closure, remedial or other required plans;

(c) Damage to any natural resources; and,

(d) All reasonable costs and expenses incurred by Landlord in connection with clauses (a), (b) and (c), including but not limited to reasonable attorneys' fees and consultants' fees.

All costs and expenses incurred by Landlord for which Tenant is responsible, or for which Tenant has indemnified Landlord will be paid by Tenant to Landlord within fifteen (15) days of demand therefor. Upon Tenant's failure to make such payment within said fifteen (15) day period, the full amount thereof will accrue interest from the sixteenth (16th) day after demand until paid at the highest rate permitted by law; and, at Landlord's election, such failure will constitute a default hereunder.

Landlord will have the right, but not the obligation, to join and participate in (as a party if it so elects), any legal or administrative proceedings or actions initiated in connection with any allegation that Tenant or the Leased Ground violate, or have violated, any provision of this Section 13, and to have Landlord's reasonable attorneys' and consultants' fees in connection therewith paid by Tenant upon demand.

The aforesaid indemnification and hold harmless agreement will benefit Landlord from the Lease Date and will not be terminated on the termination of this Lease but will continue thereafter notwithstanding termination of this Lease; and, without limiting the generality of the foregoing such obligations will continue for the benefit of Landlord, and Landlord's representatives, successors and assigns.

14. Landlord Access.

Landlord, or Landlord's agents and designees, will have the right, but not the obligation to enter upon the Leased Ground at all reasonable times without prior notice to examine and to exhibit the Leased Ground to prospective purchasers and prospective tenants. Landlord will be permitted to affix a "To Let" or "For Sale" sign on the Leased Ground, in such place as will not interfere with the use of the Units by the Unit Owners. Landlord shall also have the right to enter and inspect the Leased Ground for the purpose of verifying Tenant's compliance with its obligations with respect to the Leased Ground. Landlord will use commercially reasonable efforts to minimize, to the extent reasonably practicable, any interference with Tenant's operations on the Leased Ground in connection with Landlord's exercise of its right of entry under this Section.

15. Improvements.

15.1 Tenant acknowledges that it has fully inspected the Leased Ground, and on the basis of such inspections, TENANT HEREBY ACCEPTS THE LEASED GROUND, AS IS, AS SUITABLE FOR THE PURPOSES FOR WHICH THE SAME ARE LEASED. Except as set forth herein, Landlord does not make and Tenant does not rely upon any representation or warranty of any kind, expressed or implied, with respect to the condition of the Leased Ground (including habitability, suitability or fitness for a particular purpose). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD HEREBY DISCLAIMS, AND TENANT WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15.2 Before Tenant begins any alteration or improvement having a cost in excess of fifty thousand dollars (\$50,000.00) on the Leased Ground, Tenant will submit to Landlord a copy of the plans and specifications for such construction, alteration or improvement, and any amendments thereto, together with an estimate which will show in reasonable detail, allocated among the various trades, the approximate net cost of such construction, alteration or improvement. Such plans and specifications will comply with all relevant legal requirements. Tenant shall prosecute construction of improvements diligently to completion, in a good and workmanlike manner. Before any Unit Owner begins any alteration or improvement having a cost in excess of fifty thousand dollars (\$50,000.00) on the Leased Ground, such Unit Owner will submit to Landlord a copy of the plans and specifications for such construction, alteration or improvement, and any amendments thereto, together with an estimate which will show in reasonable detail, allocated among the various trades, the approximate net cost of such construction, alteration or improvement. Such plans and specifications will comply with all relevant legal requirements. The Unit Owner shall prosecute construction of improvements diligently to completion, in a good and workmanlike manner. Tenant agrees to cooperate with Landlord in any way necessary to insure Unit Owner compliance with this paragraph.

15.3 Before making any alterations or any improvements on the Leased Ground, Tenant will supply Landlord with such endorsements to liability insurance policies as will be necessary to cover the contemplated work.

15.4 Until expiration or sooner termination of the Lease, title to the Facilities and any and all other buildings, structures, alterations, additions and improvements upon the Leased Ground will remain solely with the Unit Owners or the Tenant, as the case may be. At the expiration or sooner termination of this Lease all such improvements will then become property of Landlord and will be surrendered to the Landlord at that time, free and clear of all claims and liens of Tenant, the Unit Owners and of any third (3rd) party.

16. Mechanics Liens.

If, because of any act or omission of Tenant or any Unit Owner, any mechanic's lien or other lien, charge or order for the payment of money will be filed against Landlord or any portion of the Leased Ground, Tenant shall, at its own cost and expense, cause the same to be discharged of record, bonded or insured against by a title insurance company reasonably acceptable to Landlord within twenty (20) days after of the filing thereof; and Tenant will indemnify, defend and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel, and expert and consulting fees resulting therefrom.

17. Public Authority.

17.1 During the Term of this Lease, Tenant shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, town, village and city governments and of all other governmental authorities affecting the Leased Ground or appurtenances thereto or any part thereof, whether the same are in force at the commencement of the Term of this Lease or may, in the future, be passed, enacted or directed, and Tenant will pay all costs, expenses, liabilities, losses, damage, fines, penalties, claims and demands, including reasonable counsel, and expert and consulting fees, that may, in any manner, arise out of or be imposed because of the failure of Tenant to comply with the covenants of this section.

17.2 Tenant will have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant or Landlord (if legally required) or both (if legally required), without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in Section 17.1 above, and if by the terms of any law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding.

17.3 Landlord agrees to execute and deliver any appropriate papers or other instruments which may be necessary or proper to permit Tenant so to contest the validity or application of any such law, ordinance, order, rule, regulation or requirement and to fully cooperate with Tenant in such consent.

18. Easements.

Tenant will have the right to enter into reasonable agreements with utility companies creating easements in favor of such companies as are required to service the buildings on the Leased Ground, and Landlord covenants and agrees to consent thereto and to execute any and all documents, agreements, and instruments, and to take all other actions, in order to effectuate the same, all at Tenant's cost and expense.

19. Indemnity.

To the fullest extent permitted by law, Tenant shall indemnify, defend and save harmless Landlord and its officers, directors, managers, members, and employees from and against any and all liability, claims, demands, damages, penalties, judgments and costs and expenses of every kind and nature (including consequential and punitive damages) arising from injury to person (including death) or property sustained by any one in and about the Leased Ground at any time during the Term, or from Tenant's business, and Tenant shall further indemnify, defend and save harmless Landlord and its officers, directors, managers, members, and employees from and against any and all costs, counsel and expert and consulting fees incurred in connection therewith. **SUCH INDEMNITY SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS ATTRIBUTABLE TO THE FAULT OR NEGLIGENCE OF THE LANDLORD, OR ANYONE FOR WHOM THE LANDLORD MAY BE RESPONSIBLE, INCLUDING, WITHOUT LIMITATION, LANDLORD'S PARTNERS, AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS.** Notwithstanding the foregoing, Tenant shall have no duty to indemnify, defend, and hold harmless a particular indemnitee from such events when caused by any affirmative act of gross negligence of such indemnitee. Tenant shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter, claim or claims, except as may result from the acts set forth in Section 12 and 19.1. To the fullest extent permitted by law, Tenant hereby releases and waives any and all liability, claims, demands, damage, penalties, judgments, and costs and expenses of every kind and nature arising from injury to person (including death) or property sustained by any one in and about the Leased Ground, except as caused by any affirmative act of gross negligence of the Landlord or any of the Landlord's officers, agents, servants, employees, or contractors.

19.1 Except for its affirmative acts of gross negligence, Landlord will not be responsible or liable for any damage or injury to any property, fixtures, building or other improvements, or to any person or persons, at any time on the Leased Ground, including any damage or injury to Tenant or to any other Unit Owner or any of their officers, agents, servants, employees, contractors or Tenants.

19.2 In case of damage to or destruction of any improvements on the Leased Ground or any part thereof by fire or otherwise, Tenant will promptly give written notice thereof to Landlord, and Tenant shall, at Tenant's sole cost and expense, and whether or not the insurance proceeds, if any, are sufficient for the purpose, restore, repair, replace, rebuild or alter the same as nearly as possible to its value immediately prior to such damage or destruction, with such changes or alterations as may be made at Tenant's election, all in conformity with and subject to the conditions of Sections 15.2 through 15.4. Such restorations, repairs, replacements, rebuilding or alterations will be commenced within sixty (60) days from the date of occurrence of such damage or destruction, subject to reasonable delays due to adjustment of insurance, preparation of plans and specifications, and applications for zoning variances and rezoning, and will thereafter be prosecuted to completion with reasonable diligence in a good and workmanlike manner, unavoidable delays as defined in Section 23 excepted.

19.3 If the net insurance money is insufficient to pay the entire cost of such restoration, Tenant will pay the deficiency and any balance of the insurance money will be paid to Tenant. Anything herein contained to the contrary notwithstanding, in the event of the termination of this Lease pursuant to Section 19.6, any and all insurance proceeds will be paid over to Landlord, and Tenant will have no right, title, interest or claim thereto or therein whatsoever, except insofar as such proceeds represent payment for damage or destruction to non-fixture personal property of the Tenant insured separately from the Facilities and other real estate.

19.4 In case of damage to or destruction of any improvements on the Leased Ground by fire or otherwise which amounts to substantially total destruction thereof or is of such character as in the judgment of Tenant to require demolition of the remainder thereof, Tenant will have the right, at its option, either to restore, replace or rebuild the same as provided in this Lease, or to demolish the remainder of the same and to construct, in replacement thereof, a new building subject in all respects to the provisions of Section 15 hereof and Tenant will in connection therewith duly and faithfully comply with all of such provisions. Any restored or new building will be at least equal in value to the destroyed or damaged building.

19.5 Except as expressly provided herein, no destruction of or damage to the improvements on the Leased Ground or any part thereof by fire or any other casualty will permit Tenant to surrender this Lease or will relieve Tenant from its liability to pay the full Base Rent and additional rent and other charges payable under this Lease or from any of its other obligations under this Lease and Tenant waives any rights now or hereafter conferred upon it by statute or otherwise to quit or surrender this Lease or the Leased Ground or any part thereof, or to any suspension, diminution, abatement, setoff, offset, deduction or reduction of rent whatsoever on account of any such destruction or damage.

19.6 Anything herein to the contrary and notwithstanding and subject to Tenant's compliance with the insurance provisions of this Lease, if, during the last five (5) years of the Term, the improvements on the Leased Ground will be so damaged by fire or otherwise (so long as the same is an insured casualty) that the cost of replacement or restoration thereof will exceed fifty percent (50%) of the then replacement value of the improvements so damaged (any dispute with respect the extent of such damage to be arbitrated pursuant to Section 35 hereof), then:

(a) Landlord may elect to cancel this Lease on at least thirty (30) days' notice, given within sixty (60) days after such damage, and this Lease will come to an end on the date in such notice specified.

(b) Tenant may elect to cancel this Lease on at least thirty (30) days' notice, given within sixty (60) days after such damage, and this Lease will come to an end on the date in such notice specified; provided, however, that simultaneously with the giving of its notice Tenant will deliver to Landlord an assignment duly executed and

acknowledged by Tenant and the holders of all mortgages on this Lease, the Leasehold and any interest therein, transferring to Landlord all of the rights and claims of Tenant and of such holders in, to and under all insurance proceeds covering such damage or destruction and in and to all insurance policies carried by Tenant pursuant to this Lease.

In the event of any such cancellation, Tenant will not be obligated to perform any restoration, this Lease and the Term hereof will terminate as of the effective date of such cancellation as specified in the notice, all such insurance proceeds will be the property of Landlord and neither Tenant nor the holder of any mortgage on this Lease will have any rights or claims with respect thereto, except insofar as such proceeds represent payment for damage or destruction to non-fixture personal property of the Tenant or a Unit Owner insured separately from the Facilities and other real estate. No such cancellation or termination will release Tenant from any obligation hereunder for rent, taxes and insurance premiums accrued or payable for or during any period prior to the effective date of such cancellation, and any prepaid rent, taxes and insurance premiums beyond the effective date of such cancellation will be adjusted. In case of any arbitration of a dispute under this section whether any cost of replacement will exceed fifty percent (50%) of the then replacement value of the improvements so damaged, the time to give any notice under this section will be extended to a date which will be thirty (30) days after the determination of such arbitration.

20. Condemnation.

20.1 If the Leased Ground, or any part thereof, is taken in condemnation proceedings or by exercise of any right of eminent domain or by agreement between Landlord, Tenant and those authorized to exercise such right (any such matters being hereinafter referred to as a "Taking"), Landlord, Tenant and any person or entity having an interest in the award or awards will have the right to participate in any such condemnation proceedings or agreement for the purpose of protecting its interests hereunder. Each party so participating will pay its own expenses therein.

20.2 If at any time during the Term of this Lease there is a Taking of the whole or substantially all of the Leased Ground, this Lease will terminate and expire on the date of such Taking and the Base Rent and additional rent hereunder will be apportioned and paid to the date of such Taking. For the purpose of this section, "substantially all of the Leased Ground" will be deemed to have been taken if the untaken part of the Leased Ground will be insufficient for the economic and feasible operation thereof by Tenant.

20.3 If this Lease is terminated as a result of such Taking:

(a) If at the time of such Taking Tenant or any Unit Owner has purchased, erected or been engaged in the erection of a building, Tenant, or Unit Owner, as the case may be, will be entitled to the building award. The building award will be deemed to be that part of the award which is specifically attributable by the condemnation

court (or condemnation commissioner or other body authorized to make the award) to any building or buildings or, if not so attributed by the court, as will be determined by agreement between the parties or by arbitration, to be attributable to such building or buildings.

(b) Landlord will be entitled to the award for the land and for consequential damages to and diminution of the assemblage or plottage value of the land not so taken and will be entitled to an award of Ground Lease Value. Ground Lease Value for purposes of this paragraph will mean the sum of the six (6) consecutive monthly Base Rent payments preceding the date of taking added to the sum of the six (6) consecutive monthly Base Rent payments following the date of taking, such sums totaling one year of Ground Lease assessments divided by a capitalization rate of five percent (5%) and subtracting therefrom the fair market value of the vacant land if such land is restored to "clean" vacant condition. If not restored, the costs of demolition, removal of foundations, removal underground utilities and abatement of any subsurface contaminants shall be added to such value. The fair market value shall be determined by an appraiser appointed by the collaborative agreement of an appraiser selected by the Association and an appraiser selected by the Landlord.

(c) If Tenant has not purchased, made additions or improvements to the buildings on the Leased Ground existing on the Lease Date, Landlord will be entitled to the entire building award.

20.4 If this Lease continues after any such Taking, this Lease will remain unaffected except:

(a) The Base Rent will be reduced by an amount which bears the same proportion to the Base Rent immediately prior to the partial Taking as the rental value of the part of the Leased Ground so taken will bear to the rental value of the whole Leased Ground immediately prior to such Taking.

(b) Tenant shall, promptly after such Taking and at its expense restore such building or buildings to a complete architectural unit, in which event Tenant will be entitled to reimbursement for the costs thereof from the building award, as defined in Subsection 20.3(a) hereof.

(c) Landlord will be entitled to the award for the land taken and for consequential damages to and diminution of the assemblage or plottage value of the land not so taken.

(d) If at the time of such Taking Tenant or any Unit Owner has purchased, erected or be engaged in the erection of a building, the entire building award, as defined in Subsection 20.3(a) hereof, will be the property of Tenant. In addition, Tenant will be entitled to any award for consequential damages to the part of the building or buildings which are untaken.

(e) The building award will be paid to Tenant except so much thereof as will be necessary to pay the cost of restoration required by Subsection 20.3(b) hereof (the "cost of restoration"). The cost of restoration will be paid to Tenant after completion of such restoration. If Tenant proceeds under Subsection 20.3(b) hereof and if Tenant's share of the building award is less than the cost of restoration, the remainder of the building award will be applied in accordance with this Subsection 20.3 to the extent necessary to defray the cost of restoration. If the remainder of such building award is insufficient to defray the cost of restoration, Tenant will pay such deficiency.

20.5 In the event of any Taking neither Tenant nor any Unit Owner will be entitled to any payment based upon the value of the unexpired Term of this Lease (the same being deemed to have been assigned to Landlord for purposes of such valuation), or consequential damages to the land not so taken, or the diminution of the assemblage or plottage value of the land not so taken.

20.6 In the event of the Taking of an easement or any other Taking which will be of an interest or estate in the land less than a fee simple (other than a Taking for temporary use mentioned in Section 20.7 hereof), as a result of which the Leased Ground is insufficient for the economic and feasible operation thereof by Tenant, this Lease will terminate and expire with the same force and effect as in the case of a Taking pursuant to Section 20.2 hereof. Otherwise, such Taking will be deemed a Taking insufficient to terminate this Lease, and the division of the award will be governed by Section 20.4 in so far as that section will be applicable; provided, however, that if there is any payment or award predicated on a change in the grade of a street or avenue on which the Leased Ground abuts, Tenant will be entitled, after making such change or restoration as may be necessary and appropriate by reason of such change of grade, to reimbursement for the expense thereof to the extent of the net amount of any payment or award, after deduction of costs of collection, including attorneys' fees, which may be awarded for such change of grade. Any part of an award for change of grade which remains unexpended after such restoration will be the property of Landlord. If any award includes change of grade and any other item or element of damage, that part thereof will be applied in accordance with this Section 20.6 which is specifically attributed to change of grade by the condemnation court (or condemnation commissioner or other body authorized to make the award) or, if not so attributed, will be determined by agreement between the parties or by arbitration pursuant to Section 35 hereof.

20.7 In the event of a Taking of all or a part of the Leased Ground for temporary use, this Lease will continue without change, as between Landlord and Tenant, and Tenant will be entitled to the award made for such use; provided that:

(a) such award will be apportioned between Landlord and Tenant as of the date of the expiration of the Term, and provided further, that if any such award will be in a lump sum or in installments covering a period of time greater than three (3) months, Tenant will be entitled to a sum equal to a maximum of three (3) months' rent

and the balance of such award will be deposited with Landlord for payment to Tenant in equal quarter-annual installments; and,

(b) in the event of any dispute between Landlord and Tenant with respect to any issue of fact (other than one determined by the condemnation court or condemnation commissioners or other body authorized to make the award) arising out of a Taking mentioned in this Section 20, such dispute will be resolved by arbitration.

21. Leasehold and Unit Mortgages.

Tenant and each Unit Owner, and every successor and assign of Tenant and each Unit Owner, is hereby given the right by Landlord, in addition to any other rights herein granted, without Landlord's prior written consent, to mortgage its interests in this Lease, or any part, or parts, thereof, and assign this Lease, or any part or parts thereof, as collateral security for such mortgage, upon the condition that all rights acquired under such mortgage will be subordinated and subject to each and all of the covenants, conditions and restrictions set forth in this Lease, and to all rights and interests of Landlord herein, none of which covenants, conditions or restrictions is, or will be, waived by Landlord by reason of the right given so to mortgage such interest in this Lease. If Tenant, any Unit Owner or their respective successors and assigns will mortgage this leasehold, or any part or parts thereof, and if the holder of such mortgage shall, within thirty (30) days of its execution, send to Landlord a true copy thereof, together with written notice specifying the name and address of the mortgagee and the pertinent recording data with respect to such mortgage, Landlord agrees that so long as any such mortgage will remain unsatisfied of record or until written notice of satisfaction is given by the holder to Landlord, the following provisions will apply:

21.1 There will be no cancellation, surrender or modification of this Lease by joint action of Landlord and Tenant without the prior consent, in writing, of such mortgagee;

21.2 Landlord shall, upon serving Tenant with any notice of default, simultaneously serve a copy of such notice upon the holder of such mortgage. The mortgagee will thereupon have the same period, after service of such notice upon it, to remedy, or cause to be remedied, the defaults complained of, and Landlord will accept such performance by or at the instigation of such mortgagee as if the same had been done by Tenant or the applicable Unit Owner.

21.3 Anything herein contained notwithstanding, while such mortgage remains unsatisfied of record, or until written notice of satisfaction is given by the holder to Landlord, if any default will occur which, pursuant to any provision of this Lease, entitles Landlord to terminate this Lease as to an individual Unit Owner, and if before the expiration of ten (10) days from the date of service of notice of termination upon such mortgagee such mortgagee has notified Landlord of its desire to nullify such notice and has paid to Landlord all rent and additional rent and other payments herein provided for,

and then in default, and has complied or commences with the work of complying with all of the other requirements of this Lease, if any are then in default, and prosecutes the same to completion with reasonable diligence, then in such event, Landlord will not be entitled to terminate this Lease as to such individual Unit Owner and any notice of termination theretofore given will be void and of no effect;

21.4 If Landlord elects to terminate this Lease as to an individual Unit Owner by reason of any default, the mortgagee will not only have the right to nullify any notice of termination by curing such default, as aforesaid, but will also have the right to postpone and extend the specified date for the termination of this Lease as fixed by Landlord in its notice of termination, for a period of not more than six (6) months, provided that such mortgagee cures, or causes to be cured, any then existing money defaults and meanwhile pays the rent, additional rent and complies with and performs all of the other terms, conditions and provisions of this Lease on Tenant's part to be complied with and performed, and provided further that the mortgagee forthwith takes steps to acquire or sell Tenant's interest in this Lease by foreclosure of the mortgage, or otherwise, and prosecutes the same to completion with all due diligence. If at the end of such six (6) month period the mortgagee is actively and diligently engaged in steps to acquire and sell Tenant's interest herein, the time of such mortgagee to comply with the provisions of this section will be extended for such period as will be reasonably necessary to complete such steps with reasonable diligence and continuity; and,

21.5 Landlord agrees that the name of the mortgagee may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Tenant hereunder on condition that the insurance proceeds are to be applied in the manner specified in this Lease and that the mortgage or collateral document will so provide.

22. Tenant Lease Assignment.

22.1 It is the intent of this Lease that Monument Hill Business Park Development, LLC, the original Tenant hereunder, will be allowed to assign and transfer Tenant's interest under this Lease, on a pro-rata basis, to up to twenty-six (26) individual Unit Owners as permitted under the terms and conditions of the Condominium Declaration, after the recordation of this Lease. Such assignments and any future assignments by Unit Owners are hereby acknowledged and agreed to by Landlord. An individual Unit Owner, upon acceptance of an assignment, will become bound as a Tenant hereunder and on a pro-rata basis determined on the basis of a fraction, the numerator of which is the total number of square feet contained in one (1) Unit, and the denominator of which is the total number of square feet contained in all of the Units within the Condominium Project, as set forth in Exhibit B of the Condominium Declaration, to all the terms, benefits and conditions of this Lease.

22.2 The provisions of this Section 22 shall apply from and after the date the Condominium Declaration is filed notwithstanding any other provision of

this Lease and, in light of the fact that each Unit Owner will then hold an undivided interest in the Tenant's leasehold estate, such provisions are intended to clarify the rights and duties of Landlord, each Unit Owner, and the Condominium Association.

22.3 Left blank intentionally.

22.4 Left blank intentionally.

23. Force Majeure.

In the event that Landlord or Tenant will be delayed, hindered in or prevented from the performance of any act required hereunder, other than payment of rent or other amounts owing hereunder, by reason of strikes, lock-outs, labor, disputes, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure or default of the other party, war that is officially declared by Congress and is waged within the continental United States or other reason beyond their control, ("Force Majeure"), then performance of such act will be excused for the period of the delay and the period for the performance of any such act will be extended for a period equivalent to the period of such delay. In no event shall Force Majeure include economic hardship, or changes in or adverse market conditions. In the event of a Force Majeure occurrence, the party whose performance is delayed, hindered or prevented shall and notify the other party, in writing, as soon as possible, giving full particulars thereof, and thereafter reasonably endeavor to remedy the condition.

24. Certificates.

Either party shall, without charge, at any time and from time to time hereafter, within ten (10) days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or purchaser, or any other person, firm or corporation specified in such request:

(a) As to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment;

(b) As to the validity and force and effect of this Lease, in accordance with its tenor as then constituted;

(c) As to the existence of any default thereunder;

(d) As to the existence of any offsets, counterclaims or defense thereto on the part of such other party;

(e) As to the commencement and expiration dates of the Term of this Lease; and

- (f) As to any other matters as may be reasonably requested.

Any such certificate may be relied upon by the party requesting it and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate will be binding on the party executing the same.

25. Default.

25.1 Upon the happening of any one or more of the following events, an event of default shall have occurred, entitling Landlord to exercise any of the remedies set forth in Section 26.1 of this Lease:

(a) The failure of Tenant to timely and fully pay an installment of rent, or other charge or money obligation herein required to be paid by Tenant.

(b) The making by Tenant of an assignment for the benefit of its creditors.

(c) The levying of a writ of execution or attachment or tax lien on or against the property of Tenant if the same is not released or discharged within sixty (60) days thereafter.

(d) The instituting of proceedings in a court of competent jurisdiction for the involuntary bankruptcy, arrangement, reorganization, liquidation or dissolution of Tenant under the Federal Bankruptcy Act (as now or hereafter in effect) or any state bankruptcy or insolvency act, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant, and said proceedings are not dismissed, or any receiver, trustee, or liquidator appointed therein is not discharged within sixty (60) days after the institution of said proceedings.

(e) The instituting of proceedings for the voluntary bankruptcy arrangement, reorganization, liquidation or dissolution of Tenant under the Federal Bankruptcy Act (as now or hereafter in effect) or any state bankruptcy or insolvency act or if Tenant will otherwise take advantage of any state or federal bankruptcy or insolvency act as a bankrupt or insolvent.

(f) The doing, or permitting to be done, by Tenant of any act which creates a tax lien, mechanic's lien, any other form of lien, or claim therefor against the land or building of which the Leased Ground are a part if the same is not released or otherwise provided for by indemnification satisfactory to Landlord within the period specified in Section 16.

(g) The failure of Tenant to perform or to commence performance (and thereafter diligently pursue performance) any one or more of its other covenants under this Lease within thirty (30) days after written notice to Tenant specifying the covenant or covenants Tenant has not performed.

Notwithstanding any such termination, Tenant will remain liable to Landlord as hereinafter provided in section 26 of this Lease.

25.2 No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenants, provisions or conditions herein contained will operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect such continuing or subsequent default or breach, and no waiver will be inferred from or implied by anything done or omitted by the Landlord save only express waiver in writing. All rights and remedies of the Landlord in this Lease contained will be cumulative and not alternative.

26. Remedies of Landlord.

26.1 If an event of default set forth in Section 25.1 occurs, Landlord will have the following rights and remedies, in addition to all other remedies at law or equity, and none of the following, whether or not exercised by the Landlord, will preclude the exercise of any other right or remedy whether herein set forth or existing at law or equity:

(a) Landlord will have the right to terminate this Lease, and foreclose on Tenant by giving Tenant notice in writing, and upon the giving of such notice, this Lease and the Term hereof as well as all the right, title and interest of the Tenant under this Lease will wholly cease and expire in the same manner and with the same force and effect on the date specified in such notice as if such date were the expiration date of the Term of this Lease, without the necessity of re-entry or any other act on the Landlord's part. Upon termination the Tenant will quit and surrender to Landlord the Leased Ground. If this Lease is so terminated by the Landlord, the Landlord will be entitled to recover from the Tenant as damages the worth at the time of such termination of the excess, if any, of the amount of rent reserved in this Lease for the balance of the Term of this Lease (which will be calculated on the then current rent under this Lease) in excess of the then reasonable rental value of the Leased Ground for the same period plus all costs and expenses of Landlord caused by the Tenant's default.

(b) Landlord may, without demand, or notice, re-enter and take possession of the Leased Ground or any part thereof, repossess the same and expel the Tenant and those claiming through or under the Tenant, and remove the effect of any and all such persons (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenants. Should the Landlord elect to re-enter as provided in this Section 26.1(b), or should the Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, the Landlord may, from time to time, without terminating this Lease, relet the Leased Ground or any part thereof for such other conditions as the Landlord may deem advisable, with the right to make alterations and repairs to the Facilities or the Leased Ground. No such re-entry or repossession of the Leased Ground by the Landlord will be construed as an election on the Landlord's part to terminate this

Lease unless a written notice of termination is given to the Tenant by the Landlord. No such re-entry or repossession of the Leased Ground will relieve the Tenant of its liability and obligation under this Lease, all of which will survive such re-entry or repossession. Upon the occurrence of such re-entry or repossession, the Landlord will be entitled to damages in the amount of the monthly rent, and any other sums, which would be payable hereunder if such re-entry or repossession had not occurred, less the net proceeds, if any, of any reletting of the Leased Ground after deducting all the Landlord's expenses in connection with such reletting, including, but without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration costs, and such damages to the Landlord on the days on which the rent or any other sums due hereunder would have been payable hereunder if possession had not been retaken. In no event will the Tenant be entitled to receive any excess, if any, of net rent collected by the Landlord as a result of such reletting over the sums payable by the Tenant to the Landlord hereunder.

26.2 If the Tenant defaults in making any payment required to be made by the Tenant (other than payments of rent) or defaults in performing any other obligations of the Tenant under this Lease, the Landlord may, but will not be obligated to, make such payment or, on behalf of the Tenant, expend such sum as may be necessary to perform such obligations. All sums so expended by the Landlord, with interest thereon at the rate of five percent (5%) over the Prime Rate per year or highest rate permitted under applicable law, whichever is less, will be repaid by the Tenant to the Landlord on demand. No such payment or expenditure by the Landlord will be deemed a waiver of the Tenant's default nor will it affect any other remedy of the Landlord by reason of such default.

26.3 If the Tenant defaults in making payment of any rent or other sum due under this Lease, the Landlord may charge and the Tenant will pay: (i) interest thereon at the rate of twenty-one percent (21%) per year or the maximum rate per annum permitted under applicable law, whichever is less, from the date such rent or other sum first became due; and (ii) a late fee equal to fifteen percent (15%) of the amount of such rent or other sum owing.

26.4 If Tenant shall fail to perform any act or to pay any sum of money (other than Base Rent) required to be performed or paid by it hereunder, or shall fail to cure any default and such failure shall continue beyond any applicable notice and grace period set forth herein, then Landlord may, at its option, but not as an obligation, and without waiving or releasing Tenant from any of its obligations hereunder, make such payment or perform such act on behalf of Tenant. All sums paid and all reasonable costs incurred by Landlord in taking such action shall be deemed additional rent and shall be paid to Landlord on demand.

27. Holding Over.

If the Tenant continues to occupy and continues to pay rent for the Leased Ground after the expiration of this Lease with or without the consent of the Landlord, and

without any further written agreement, the Tenant will be a tenant from month to month at a monthly Base Rent equal to 150% of the last full monthly Base Rent payment due hereunder, and subject to all of the additional rentals, terms and conditions herein set out except as to the expiration of the Term and any options to extend the Term or renew the Lease.

28. Transfer or Pledge by Landlord.

Landlord may pledge as collateral, sell, lease or otherwise transfer its interest in the Leased Ground and in this Lease to any other person or entity without the consent or consultation of Tenant or any Unit Owner. In the event of a sale or other such transfer of the Landlord's interest in this Lease or the Leased Ground, the Landlord shall, without further written agreement, be freed, released, and relieved of all liability or obligations under this Lease. In the event that Landlord shall pledge its interest in the Leased Ground or in this Lease to another individual or entity as any form of security or collateral, the Landlord shall not be freed, released or otherwise relieved in any way from any liability under this Lease without the prior written consent of such person or entity to whom the Landlord's interest in this Lease or the Leased Ground has been pledged.

29. Risk Allocation, Limitation of Landlord's Liability.

No person holding Landlord's interest under this Lease (whether or not such person is named as "Landlord") shall have any liability after such person ceases to hold such interest. No principal, officer, director, manager, member, employee, or partner (general or limited) of Landlord shall have any personal liability under any provision of this Lease. If Landlord defaults in the performance of any of its obligations under this Lease or otherwise, regardless of the legal theory asserted, Tenant shall look solely to Landlord's interest in the Leased Ground and not to the other assets of Landlord or the assets, interest, or rights of any principal, officer, director, manager, member, employee, or partner (general or limited) of Landlord for satisfaction of Tenant's remedies. In no event shall Landlord be liable to a Tenant or any Unit Owner for any loss or damage that may be occasioned by or through the acts or omissions of Tenant or other Unit Owners. In no event shall Landlord be liable to Tenant for indirect, special, incidental, or consequential damages including, without limitation, damages for loss of profit or revenue.

30. Notice.

30.1 Any notice, request, statement or other writing pursuant to this Lease will be deemed to have been given if sent by registered or certified mail, postage prepaid, return receipt requested, to the party at the address stated in the Definitions.

30.2 Notice will also be sufficiently given if and when the same will be delivered, in the case of notice to Landlord, to an executive officer of the Landlord, and in the case of notice to the Tenant, to him personally or to an executive officer of the Tenant

if the Tenant is a corporation. Such notice, if delivered, will be conclusively deemed to have been given and received at the time of such delivery. If in this Lease two (2) or more persons are named as Tenant, such notice will also be sufficiently given if and when the same will be delivered personally to any one of such persons.

30.3 Any party may, by notice to the other, from time to time, designate another address in the United States to which notices mailed more than ten (10) days thereafter will be addressed.

31. Governing Law.

This Lease will be deemed to have been made in and will be construed in accordance with the laws of Colorado, without regard to its conflict of law principles.

32. Payment in United States Currency.

The rentals reserved herein and all other amounts required to be paid or payable under the provisions of this Lease will be paid in lawful money of the United States.

33. Lease Entire Agreement.

Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease save expressly set out in this Lease, and schedules and riders attached hereto and that this Lease, and schedules attached hereto, constitute the entire agreement between the Landlord and the Tenant and may not be amended or modified except as explicitly provided or except by subsequent agreement in writing of equal formality hereto executed by the party to be charged therewith. Notwithstanding anything to the contrary herein, Monument Hill Business Park Development, LLC for as long as it remains a Tenant hereunder may agree to amend or modify this Agreement on behalf of all Tenants without any other Tenant's consent or approval, provided that such amendment or modification shall not be designed for the primary purpose of materially increasing Tenant's monetary obligations hereunder.

34. Binding Effect.

Except as expressly provided herein, this Lease will inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns, and all covenants and agreements herein contained to be observed and performed by the Tenant will be joint and several.

35. Arbitration.

The parties to this Lease will submit all controversies, claims and matters of difference related to this Lease to arbitration in the metropolitan area closest to the location of the Leased Ground, according to the rules and practices of The American Arbitration Association from time to time in force. This submission and agreement to arbitrate will be specifically enforceable. Without limiting the generality of the foregoing, the following will be considered controversies for this purpose: (a) all questions relating to the construction of this Lease, or the breach of any obligation, warranty or condition hereunder, (b) all questions relating to any representations, negotiations, and other proceedings leading to the execution of this Lease, (c) failure of any party to deny or reject a claim or demand of any other party to this Lease, (d) all questions relating to the matters governed by this Lease and (e) all questions as to whether the right to arbitrate any questions exists. Arbitration may proceed in the absence of any party if notice of the proceedings has been given to such party in accordance with the rules of the American Arbitration Association. The parties agree to abide by all awards rendered in such proceedings. Such awards will be conclusive and binding on all parties. The arbitrator shall award arbitration costs and reasonable attorney's fees to the prevailing party. All awards may be filed with the clerk of one or more court, state or federal, having jurisdiction over the party against whom such an award is rendered or its property, as a basis of judgment and of the issuance of execution for its collection.

36. Interpretation.

Unless the context otherwise requires, the word "Landlord" wherever it is used herein will be construed to include and will mean the Landlord, its successors and/or assigns, and the word "Tenant" will be construed to include and will mean the Tenant, and the executors, administrators, successors and/or assigns of the Tenant and when there are two or more tenants, or two or more persons bound by the Tenant's covenants herein contained, their obligations hereunder will be joint and several; the word "Tenant" and the personal pronouns "his" or "it" relating thereto and used therewith will be read and construed as tenants, and "his", "her", "its" or "their", respectively, as the number and gender of the party or parties referred to each require and the number of the verb agreeing therewith, will be construed and agree with the said word or pronoun so substituted. Time will be of the essence in all respects hereunder.

37. No Merger.

The voluntary or other surrender of possession of a portion of the Leased Ground by a Unit Owner shall not result in a merger of Landlord's and Tenant's estates, and shall, at the option of Landlord, either terminate any or all existing Leases or tenancies of such Unit Owner, or operate as an assignment to Landlord of any or all of such Leases or tenancies.

38. Severability.

Should any provision or provisions of this Lease be illegal or not enforceable it or they will be considered separate and severable from this Lease and its remaining provisions will remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included. This Lease is the result of negotiations between the parties and their respective attorneys and shall be construed in an even and fair manner, regardless of the party who drafted this Lease, or any provision thereof.

39. Captions.

The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or of any provision hereof.

40. Landlord Review Expenses.In the event that Landlord is required or requested by Tenant to review, approve, consent to or execute any plans, documents, assignments, estoppels or other instruments related to this Lease, Tenant shall reimburse Landlord for its reasonable expenses associated with such Landlord action, including expenses charged by any professional hired by Landlord to assist in such review (attorney, architect, engineer, etc.). Landlord may require Tenant to deposit Landlord's estimate of such expenses with Landlord prior to initiating any such Landlord action.

(signatures on the following page)

IN WITNESS WHEREOF, the parties hereto have executed these Lease provisions as of the Lease Date on the Lease Facing Page attached hereto.

LANDLORD:

MONUMENT HILL BUSINESS PARK, LLC
A Colorado limited liability company

By its Manager, PW MANAGEMENT, LLC, a Colorado limited liability company,

By Steven K. Garrison, Manager

TENANT:

MONUMENT HILL BUSINESS PARK
DEVELOPMENT, LLC
A Colorado limited liability company

By its Manager, PW MANAGEMENT, LLC, a Colorado limited liability company,

By Eric Greven, Manager

ACKNOWLEDGMENTS:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Steven K. Garrison as Manager of PW Management, LLC, a Colorado limited liability company, as Manager of Monument Hill Business Park, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Eric Greven as Manager of PW Management, LLC, a Colorado limited liability company, as Manager of Monument Hill Business Park Development, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

ATTACHMENT "A"
REAL PROPERTY DESCRIPTION

Legal Description:

LOT 3, GREATER EUROPE MISSION SUBDIVISION FILING NO. 1, EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF EL PASO BY THE DEED RECORDED APRIL 3, 2018 UNDER RECEPTION NO. 218037498, COUNTY OF EL PASO, STATE OF COLORADO.

ATTACHMENT "B"
LIST OF TITLE EXCEPTIONS

1. A RIGHT OF WAY AND EASEMENT ONE ROAD WIDE TO CONSTRUCT, OPERATE, MAINTAIN, REPLACE, AND REMOVE SUCH COMMUNICATIONS EQUIPMENT AS MAY BE REQUIRED, CONVEYED TO THE AMERICAN TELEPHONE AND TELEGRAPH COMPANY BY INSTRUMENTS RECORDED SEPTEMBER 24, 1951 IN BOOK 1312 AT PAGES 243 AND 261.
2. RESERVATION OF ONE HALF OF THE MINERALS, OIL OR GAS IN AND UNDER THE LAND THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF PROSPECTING FOR AND PRODUCING SUCH MINERALS, OIL, AND GAS, CONTAINED ON WARRANTY DEED RECORDED JULY 24, 1953 IN BOOK 1392 AT PAGE 78, OR A SEVERANCE OF MINERALS EVIDENCED THEREBY, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
3. RESERVATION SET FORTH IN INSTRUMENT RECORDED SEPTEMBER 6, 1968 IN BOOK 2252 AT PAGE 432 BETWEEN F.M. SETCHELL AND W.L. SETCHELL AND THE WOODMOOR CORPORATION EXCEPTING ONE-HALF MINERAL RIGHTS HERETOFORE CONVEYED, OR A SEVERANCE OF MINERALS EVIDENCED THEREBY, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
4. AN EASEMENT AND RIGHT OF WAY 10 FEET WIDE, TO CONSTRUCT, MAINTAIN, CHANGE, RENEW, RELOCATE, ENLARGE, AND OPERATE A LINE FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICAL ENERGY, AND INCIDENTAL PURPOSES, GRANTED TO THE MOUNTAIN VIEW ELECTRIC ASSOCIATION, INCORPORATED AS DISCLOSED BY INSTRUMENT RECORDED OCTOBER 21, 1968 IN BOOK 2259 AT PAGE 725.
5. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF WOODMOOR BUSINESS/TECHNOLOGICAL PARK RECORDED DECEMBER 09, 1971 UNDER RECEPTION NO. 848443.
6. THE EFFECT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE WOODMOOR WATER AND SANITATION DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 28, 1989, IN BOOK 5698 AT PAGE 120, AND MARCH 6, 1990 IN BOOK 5717 AT PAGE 267.
7. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF RIGHT OF WAY TO MOUNTAIN VIEW ELECTRIC ASSOCIATION RECORDED OCTOBER 23, 1998 AT RECEPTION NO. 098153983.
8. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF GREATER EUROPE MISSION SUBDIVISION FILING NO. 1 RECORDED MARCH 30, 2000 UNDER RECEPTION NO. 200033900.
9. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF RESOLUTION NO. 00-30 RECORDED MARCH 07, 2001 AT RECEPTION NO. 201027831.
10. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF RESOLUTION NO. 00-88 RECORDED MARCH 07, 2001 AT RECEPTION NO. 201027841.
11. THE EFFECT OF RESOLUTION NO. 12-007, RECORDED JANUARY 19, 2012, UNDER RECEPTION NO. 212006140.
12. A TEMPORARY CONSTRUCTION EASEMENT, FOR THE PURPOSES SET FORTH THEREIN, AS GRANTED TO THE COUNTY OF EL PASO BY THE INSTRUMENT RECORDED APRIL 3, 2018 UNDER RECEPTION NO. 218037499.

13. WATER RIGHTS, TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUPPLEMENTAL WATER USAGE AND SERVICE AGREEMENT RECORDED MARCH 06, 2019 UNDER RECEPTION NO. 219023255.

14. WATER RIGHTS, TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BARGAIN AND SALE DEED AND COVENANT AGREEMENT RECORDED MARCH 06, 2019 UNDER RECEPTION NO. 219023257.

15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF RIGHT OF WAY RECORDED DECEMBER 17, 2019 UNDER RECEPTION NO. 219159658.

16. TERMS, CONDITIONS AND PROVISIONS OF AMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE RECORDED APRIL 29, 2020 AT RECEPTION NO. 220057992.

17. TERMS, CONDITIONS AND PROVISIONS OF AMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE RECORDED APRIL 29, 2020 AT RECEPTION NO. 220057992.

ATTACHMENT "C"
TENANT ACCEPTANCE LETTER

MONUMENT HILL BUSINESS PARK, LLC
c/o Steve Garrison, Manager
PW Management, LLC
12110 N 6th St
Parker, CO 80134

Re: TENANT ACCEPTANCE

Dear Mr. Garrison:

The undersigned, as Tenant, hereby confirms as of this 1st day of October, 2020, the following:

1. All defined terms used herein and not defined herein shall have the meaning set forth in the October 1, 2020 Lease between Landlord and Tenant.
2. Tenant accepts possession of the Leased Ground "AS-IS" as of October 1, 2020.
3. The obligation to pay Base Rent will commence on the Base Rent Commencement Date, as that term is defined in the Ground Lease.
4. Any payments, whether for Base Rent or additional rent, or for other charges, adjustments or assessments, which remain unpaid for ten (10) days after the due date, are subject to an administrative service charge of ten percent (10%) of the total overdue amount.
5. As of the date hereof, Landlord has fulfilled all of its obligations under the Lease.
6. The Lease is in full force and effect and has not been modified, altered, or amended.
7. There are no offsets or credits against Base Rent or additional rent, and no Base Rent or additional rent has been prepaid.

TENANT:
MONUMENT HILL BUSINESS PARK DEVELOPMENT,
LLC,

A Colorado limited liability company

By its Manager, PW Management, LLC, a Colorado limited
liability company,

By Eric Greven, Manager