

## COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective November 4, 2022, by and between DePaul Inverness LLC, Roseben IP LLC, and Windy River Retail 8 LLC ("Landlord") and Douglas County, Colorado on behalf of the RMHIDTA, a multijurisdictional law enforcement task force (both collectively the "Tenant"). Landlord is the owner of land and improvements consisting of those three (3) buildings commonly known and numbered as 365, 367 and 369 Inverness Parkway, Englewood, Colorado 80112 (the "Property"). Landlord makes available for lease a portion of the building on the Property and known as 369 Inverness Parkway (the "Building") designated as approximately 7,000 square feet as further described in Exhibit A (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

**1. Term.** Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord for approximately Sixty (60) months commencing on the date the Leased Premises are ready for occupancy (i.e., the date of Substantial Completion of the initial Tenant Improvements (as such terms are hereinafter defined) for the Leased Premises in accordance with Paragraph 6 below). The lease commencement date is anticipated to be May 1, 2023 (the "Estimated Commencement Date"). In the event Substantial Completion occurs on a day other than the first day of a month, the term of this Lease shall be measured from the first day of the next following month. Provided that Tenant has not been in Default under the Lease at any time during the Lease Term beyond all applicable notice and cure periods and subject to the rights and options of existing tenants in the Building, Landlord shall provide Tenant with two (2) 5-year options to renew this Lease by providing written notice at least nine (9), but not more than eighteen (18) months prior to the end of the term. This term is subject to annual appropriation by the Tenant's Board of Commissioners as required by Colorado law. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

**2. Rental.** Tenant shall pay to Landlord during the initial year of the term a Triple Net (NNN) rental, less taxes for which the Tenant's portion will be exempt during the term, but only to the extent Landlord receives a credit for the associated square footage, per square foot as indicated on Exhibit B (Lease Rate), payable in monthly payments due on the first day of each calendar month of the Term. Tenant will pay the first full month's base rent (not including any additional rents for the pro rata share of Property operational costs) upon execution of this Lease plus a security deposit of \$14,017.50. In addition, if the commencement date is not the first day of the month, Tenant shall then pay a proportionate amount of Base Rent for such partial month. A late fee of 15% shall be assessed to any amounts owing the Landlord after the 10th day following the

due date thereof.

**3. Use.** The Leased Premises may be used for office and administrative use. Tenant, and its subtenants, agents, contractors, guests, and invitees, shall have the non-exclusive right to use the common areas during the term of this Lease for their intended purposes, in common with others, subject to the terms of this Lease. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing, or selling any explosives, flammables or other inherently dangerous substance, chemical, thing, or device. Effective upon Substantial Completion of the Tenant Improvements, Tenant shall be permitted occupancy of the Leased Premises for purposes of conducting business operations.

**4. Sublease and Assignment.** Tenant may sublease all or any part of the Leased Premises, or assign this Lease in whole or in part with Landlord's consent, which consent shall be in Landlord's sole discretion.

**5. Repairs.** During the Lease term, Tenant shall make, at Tenant's expense, all repairs and replacements that are necessary to maintain the Leased Premises in good and operating condition, including such items as normal wear and tear of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy to the Leased Premises unless the need for the repairs was caused solely by Landlord. If repairs are necessary solely because of Landlord's actions, or require work outside of the Leased Premises, Landlord will be responsible for the cost of such repairs. Following being notified or becoming aware of the same, Landlord shall promptly and with all due diligence repair damage which presents a hazard to the life, health or safety of Tenant or its invitees, and shall maintain and repair the exterior and structural portions of the improvements, the roof, and all common areas, in a manner consistent with an office building located in Englewood, Colorado, unless such maintenance and repairs are caused by the act, neglect, fault or omission by Tenant, its sub-tenants, agents, servants, employees, invitees, or is the responsibility of other tenants or third parties. If Landlord fails to initiate such repairs within 48-hours and complete them within a reasonable time after written notice from Tenant, then Tenant at its discretion, and following a second 48-hour written notice to Landlord, may perform the repairs at which point Landlord agrees to reimburse all actual and reasonable repair expenses to Tenant.

**6. Alterations and Improvements.** Tenant, at Tenant's expense, shall have the right following Landlord's written consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided that all necessary building permits are obtained, and that such improvements are made in a workmanlike manner and utilizing good quality materials. Subject to the same Landlord's written consent, Tenant shall also have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the Leased Premises. All personal property, equipment, machinery, trade fixtures and temporary installations (the "Tenant's Property"), whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at

Tenant's expense. In addition, upon the expiration or earlier termination of the Lease, Tenant shall, at Tenant's sole expense, remove all of Tenant's Property, as well as all other additions, improvements, alterations or replacements made by Tenant, and restore the Leased Premises to its original condition.

Landlord, at Landlord's sole cost and expense and using building-standard finishes throughout, shall construct and deliver the Leased Premises according to the floorplan depicted in Exhibit A-1, to include the following (hereinafter the "Tenant Improvements"):

- VCT tile floor or polished concrete floors in the breakroom, restrooms, and hallways.
- Carpeted floors in the offices, conference room and training room.
- New paint throughout.
- Drop ceiling throughout

Landlord will demise the Leased Premises from areas used by it or any other tenants at its sole expense.

Substantial Completion shall occur on the date Landlord provides Tenant written notice that all of the Tenant Improvements have been substantially completed, with the exception of any agreed upon punch list items, to be completed by Landlord within a reasonable period of time thereafter, and the Leased Premises have been delivered to Tenant.

In addition to the construction of the Tenant Improvements, Landlord agrees to provide Tenant an allowance in the amount of \$10,000 to be used by Tenant for the construction of an accordion wall in the conference room, as noted in the revised Exhibit A-1 (the "Allowance"). Except for the payment of the Allowance, Landlord shall have no responsibility with respect to the accordion wall, and Tenant shall be solely responsible for all aspects thereof, including, without limitation, its installation and maintenance, and its removal upon the expiration or earlier termination of the Lease, together with the payment of all other costs related thereto. The Allowance shall be paid to Tenant on the commencement date of this Lease.

Subject to availability of space at the time of Tenant's request, Landlord will also install Tenant's signage on any existing building directory if requested by the Tenant, in writing, at Tenant's sole expense. All Tenant signage shall be subject to Landlord's prior written approval as to both the type and design, and the exact sizes and locations thereof shall be determined by Landlord. All costs of design, fabrication and installation shall be paid by Tenant promptly upon Landlord's written demand. Tenant shall also be responsible, at Tenant's expense, for the maintenance and repairs of the Tenant signage, and Tenant shall remove the same, and replace the monument panel with a blank panel, upon the expiration or earlier termination of this Lease.

7. **Property Taxes.** Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant is a tax-exempt entity and there should be no taxes for the Leased Premises for the duration of this Lease, to the extent Landlord actually receives the corresponding credit in lieu

thereof. Any savings or reduction from the total building real estate taxes realized by the Landlord from the Tenant's use will be retained by Landlord in lieu of any Property Taxes owed by the Tenant.

**8. Insurance.**

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant shall maintain commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate. The Tenant can satisfy this limit structure through the purchase of an umbrella, if necessary. Said insurance shall cover activities in the space leased for the exclusive use of Tenant only. Said insurance does not cover activities/losses that may arise in the non-exclusive areas, including but not limited to, common areas, restrooms, hallways, conference rooms, vending machine hallways, sidewalks, parking areas, etc. Tenant shall provide Landlord with a certificate of insurance, naming Landlord as an additional insured, as well as Landlord's lender.

In addition, Landlord shall have the right to require any approved subtenant to maintain the same types and forms of insurance, in the same limits, and to name Landlord and Landlord's lender as additional insureds.

Landlord shall maintain commercial general liability insurance that will cover activities/losses in all common areas, as referenced in the above paragraph. Upon request by Tenant, Landlord shall provide proof of said insurance.

D. Mutual Waiver of Subrogation. Each party to this Lease shall require each of the insurers under policies of insurance which such party procures or maintains in relation to the Leased Premises or the Building to waive in writing any and all rights of subrogation which such insurer might otherwise have against the other party to this Lease or its servants, representatives, agents, vendors and/or employees. The parties hereto do hereby waive any and all right of recovery against each other for losses covered by such policies or required to be covered, providing the insurance companies issuing same shall waive subrogation rights. Notwithstanding the foregoing provisions of this section, neither party shall be liable for any injuries, loss, liability, expense, claim or damage to the other's property or interest in respect to which and to the extent that said property or interest is covered by insurance, whether such loss or damage be occasioned by the negligence of such party, its servants, agents, employees or otherwise, unless same shall invalidate any

insurance policy affecting the Leased Premises and/or the Building. Tenant or Landlord, as the case may be, shall give the other written notice that such a waiver of subrogation is not available from its insurers. Notwithstanding any contrary provisions contained in this section, this section shall not apply to relieve either party of its obligation to maintain and/or repair, at their respective cost and expense, as required by any other sections of this Lease.

**9. Payment of Common Area Expenses.** Tenant shall pay its pro rata share of Property Operating Costs of actual calendar year expenses as indicated as additional rent in Exhibit B.

**10. Utilities.** Tenant shall promptly pay all charges for telephone, cable TV, water, heating, gas, electricity and other public utilities used by the Tenant on the Leased Premises and which are either billed directly to Tenant or separately metered. Tenant shall also pay, as Property Operating Costs, Tenant's pro rata share of all utilities provided to the Leased Premises or the Property and which are not separately metered, currently being water, sewer, gas electricity, and irrigation water. If Tenant shall fail to pay any utilities as required above, Landlord may, at its option, pay such utilities (without affecting any other remedy available to Landlord) on account of Tenant and the same shall be deemed to be owed as additional rent hereunder and shall be due on the date payment is made by Landlord. Any common utilities that are charged to the Tenant will be included in the additional rents and made as part of the monthly rent payment.

**11. Net Lease.** This Lease is intended to be a pure net Lease to Landlord, who shall have no obligation of any kind, unless otherwise stipulated, to make any expenditure upon the Leased Premises. Tenant covenants that it will not permit, commit or suffer waste, impairment or deterioration of the Leased Premises or the improvements thereon or any part thereof, reasonable wear and tear excepted.

**12. Entry.** Landlord reserves the right after at least one (1) day's written or oral notice to Tenant, or its subtenant (or at any time in the case of an emergency), to enter the Leased Premises to inspect the same, to submit said Leased Premises to prospective purchasers, lenders, or tenants, to post notices of non-liability, to repair the Leased Premises and any portion of the Building of which the Leased Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, provided that the entrance to the Leased Premises shall not be unreasonably blocked thereby, and further provided that the business of Tenant, or its subtenants, shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Leased Premises, and any other loss occasioned thereby. Any entry to the Leased Premises by Landlord under the provisions of this Article shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction, constructive or otherwise, of Tenant from the Leased Premises or any portion thereof. Landlord shall use its reasonable efforts to make any repairs, additions, or alterations to, about, or affecting the Leased Premises or adjoining premises, with as little interference to Tenant as practicable and upon completion thereof, shall promptly complete any restoration of the Leased Premises necessary as a result of any such work or activity.

13. **Parking.** During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Property, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord.

14. **Building Rules.** Tenant will comply with the rules that apply to any and all tenants for the safety, care, operation, and cleanliness of the Building adopted and altered by Landlord from time to time provided they do not unreasonably interfere with, impair or prohibit Tenant's use. Tenant will cause all of its agents, employees, invitees and visitors to also do so. All changes to such rules will be sent by Landlord to Tenant in writing at least ten (10) days prior to implementation.

15. **Default.** If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for five (5) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said Leased Premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity, including, without limitation, the right to recover from Tenant amount equal to the Rent and other sums which would have been owing by Tenant hereunder for the balance of the Term had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Leased Premises by Landlord, together with all of the costs of such reletting. Landlord shall use reasonable efforts to mitigate its damages.

16. **Possession.** Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive use of the Leased Premises as outlined in this Lease for the duration of the Lease term.

17. **Condemnation.** If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. **Costs and Attorney's Fees.** If it becomes necessary for either the Landlord or Tenant to employ an attorney due to the default or breach of a provision of this Lease, to gain possession of the Leased Premises, or to further protect its interest as granted per the terms and provisions herein contained, each party shall pay its court costs and attorney's fees in connection with such default or action.

19. **Attornment.** If a successor landlord under the sale or the holder of the mortgage shall

succeed to the rights of the Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, then Tenant, upon the request of such successor landlord, shall attorn to and recognize such successor landlord as Tenant's Landlord under this Lease, and shall promptly execute and deliver any instrument that such successor landlord may request to further evidence such attornment.

**20. Force Majeure.** In the event Landlord or Tenant shall be delayed, hindered, or prevented from the performance of any act required herein by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or any other reason of a like nature ("Event") that is not the fault of the Party delayed in performing the work or doing the acts required under the terms of this Lease, then said performance of any such act shall be excused for the period of time the Event takes place. The period for the performance of any such act shall be extended for a period of time equivalent to the time period of the Event. The provisions of this section shall not operate to excuse Tenant from prompt payment of the Base Rent and any other Rent required by the terms of this Lease.

**21. Notice.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord:

c/o DePaul Real Estate Advisors  
4500 Cherry Creek Drive South, Suite 860  
Denver, Colorado 80246

with a copy to:  
Roseben Inc.  
615 Garland Way  
Brentwood CA 94513

If to Tenant:

Douglas County Facilities, Fleet, & Emergency Services Director  
3026 N. Industrial Way / PO Box 1390  
Castle Rock, CO 80109

With a copy to:  
RMHIDTA Executive Director  
369 Inverness Parkway, Suite 100  
Englewood, CO 80112

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

**22. Subordination and Estoppel Letter.** This Lease is subject and subordinate to all

mortgages and deeds of trust which now or hereafter may affect the Leased Premises. Tenant shall execute and deliver upon demand of Landlord any and all instruments desired by Landlord subordinating this Lease in the manner requested by Landlord to any new or existing mortgage deed of trust. Further, Tenant shall at any time and from time to time, upon not less than ten (10) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the dates to which rental and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed.

**23. Waiver.** No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**24. Headings.** The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

**25. Successors.** The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

**26. Compliance with Law.** Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises.

**27. Final Agreement.** This Lease terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Lease may be modified only by a further writing that is duly executed by both parties.

**28. Severability Clause.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, it is the intention of Landlord and Tenant that the remainder of this Lease shall not be affected thereby. The caption of each paragraph hereof is added as matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Lease.

**29. Holding Over.** Should Tenant, or any of its successors-in-interest, hold over the Leased Premises, or any part thereof, after the expiration of the term of this Lease, unless otherwise agreed to in writing by Landlord, such holding over shall constitute and be construed as tenancy from month-to-month only, at a Base Rent equal to 150% of the monthly Base Rent paid during the last month of the Term prior to the holdover.

**30. Eminent Domain.** If the Property shall be taken by right of eminent domain, in whole or substantially in part, for public purposes, then this Lease, at the option of the Landlord, shall forthwith cease and terminate, and the current Rent shall be properly apportioned to the date of



such taking. In such event, Landlord shall receive the entire award for the lands and improvements so taken, and Tenant shall make no claim against Landlord for compensation in connection with said taking.

**31. Mechanic's Liens.** Tenant agrees that it will not permit any mechanic's liens to attach to the Property.

**32. Hazardous Materials.** Tenant agrees not to store any hazardous materials at the Property.

**33. Governing Law.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado.

**34. No Waiver of Governmental Immunity Act.** The parties hereto understand and agree that the Tenant, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the Tennant.

**35. Maximum Financial Obligation.** Any other provision of this Lease notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Lease is Twenty-three Thousand, Fifty-nine and Dollars and 17 Cents (\$23,059.17.) for fiscal year 2022. In no event shall the Tenant be liable for payment under this Lease for any amount in excess thereof. The Tenant is not under obligation to make any future apportionment or allocation to this Lease. Any potential expenditure for this Lease outside the current fiscal year is subject to future annual appropriation of funds by Tenant for any such proposed expenditure and subject to the same maximum obligation limitation for that fiscal year.

**36. Additional Provisions.**

A. Signage. Upon request, Landlord, at Tenant's cost, will provide Tenant, with standard signage on the Building directory pursuant to Paragraph 6 of this Lease. Subject to the same terms and conditions, Landlord, at Tenant's cost, will also provide and install on or adjacent to entrances to the Leased Premises Tenant's name and numerals designating the appropriate suite numbers in Building with standard graphics. Tenant, or its subtenant, will not install any other graphics visible from the exterior of the Leased Premises without Landlord's approval, which approval will not be unreasonably withheld, conditioned or delayed. Without Landlord's consent, Tenant, or its subtenant, will not (i) install exterior lighting, decorations, paintings, awnings, canopies, or similar items, (ii) erect or install any signs, window or door lettering, placards, awnings, decorations, banners, portable signs, or advertising media of any type that can be viewed from the exterior of the Leased Premises, or (iii) inscribe, paint, affix, or display signs, advertisements, or notices on or in the Building.

B. Cabling and Satellite/Antennas. Tenant shall be solely responsible for the cost of installation and maintenance of any high-speed cable or fiber optic that Tenant requires in the Premises. Landlord shall provide reasonable access to the Building's electrical lines,

feeders, risers, wiring and other machinery to enable Tenant to install high speed cable or fiber optic to serve its intended purpose, if any. Tenant shall be required to remove such cabling and fiber optic lines at the termination or expiration of the Lease, and restore the Leased Premises and the Building to their original condition.

Tenant shall have the ongoing right during the term of this Lease and any renewals thereto to place two (2) satellite dishes and/or antennas, for its own use, on the roof of the Building provided it: (i) does not negatively impact the appearance of the Building, (ii) does not damage (or violate the warranty of) the roof or other Building components, (iii) does not interfere with other rooftop equipment or the operations of other tenants, (iv) and is installed by a licensed and bonded contractor reasonably acceptable to Landlord. Tenant, or its subtenant, shall be responsible for all costs related to the installation, maintenance and removal of any such equipment, but shall otherwise be allowed use of the roof without additional charge by Landlord. Placement and screening of dishes shall be subject to Landlord's reasonable approval and in accordance with applicable covenants, codes and restrictions. Tenant shall, upon Landlord's request, executed a separate license agreement for the satellite dishes and antennas.

(remainder of page intentionally blank)

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

**LANDLORD:**  
**DEPAUL INVERNESS, LLC,**  
a Colorado limited liability company

By: DePaul Management LLC, Manager

DocuSigned by:  
By: Paul T. DeCrescentis  
Paul T. DeCrescentis  
Its: Manager

**ROSEBEN IP, LLC,**  
a Colorado limited liability company

DocuSigned by:  
By: Robert W. Lom  
Robert W. Lom  
Its: Manager

**WINDY RIVER RETAIL 8, LLC,**  
a Colorado limited liability company

DocuSigned by:  
By: Carrie Burns  
Carrie Burns  
Its: President

**TENANT:**  
DocuSigned by:  
Kristin Randlett  
Kristin Randlett  
Deputy Clerk

APPROVED AS TO CONTENT:

DocuSigned by:  
Douglas J. DeBord  
Douglas J. DeBord  
County Manager

APPROVED AS TO CONTENT:

DocuSigned by:  
Tim Hallmark  
Tim Hallmark  
Director of Facilities for the County

APPROVED AS TO FISCAL CONTENT:

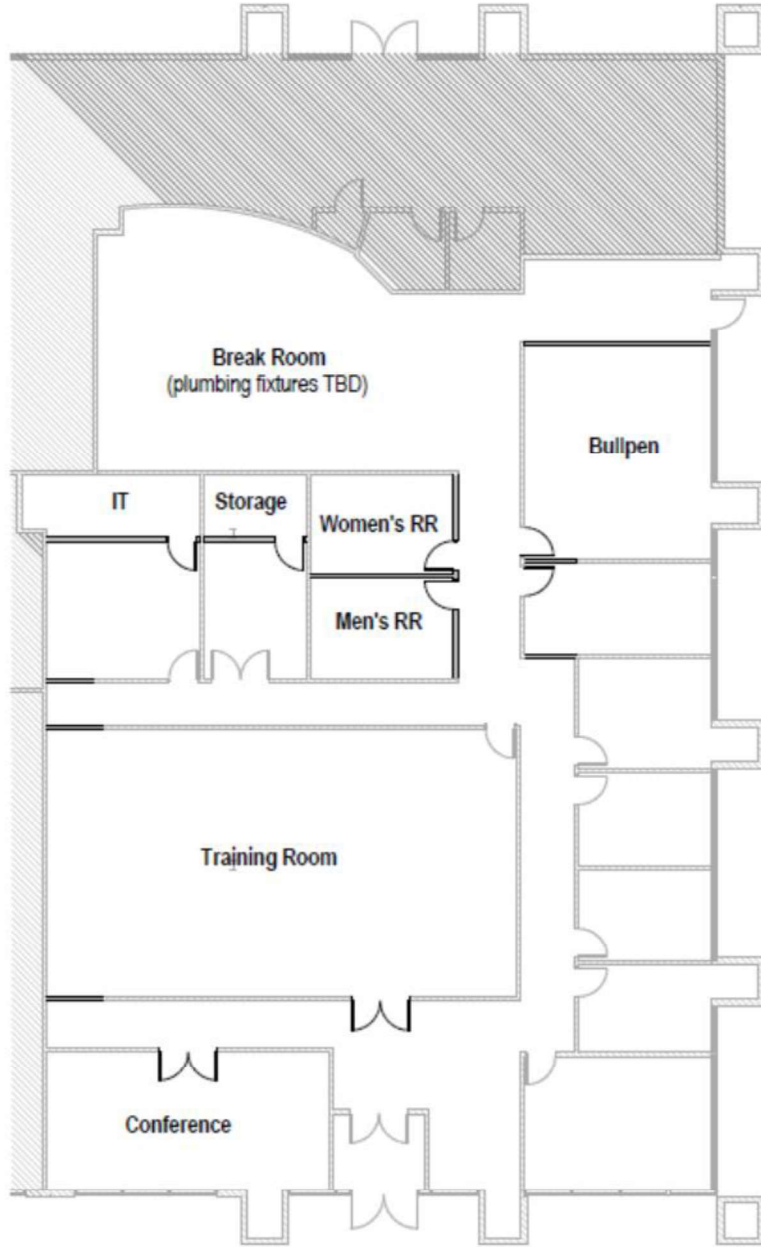
DocuSigned by:  
Andrew Copland  
Andrew Copland  
Director of Finance

APPROVED AS TO LEGAL FORM:

DocuSigned by:  
Kelly Dunnaway  
Kelly Dunnaway  
Deputy County Attorney

DS  
CP

Exhibit A  
Leased Premises



**Floor Plan**  
**~7,000 Square Feet**



**369 Inverness Parkway**

Exhibit A-1



Floor Plan  
~7,000 Square Feet



369 Inverness Parkway

Exhibit B  
Lease Rates

**Base Rent:** The Base Rent for the initial Year shall be equal to \$15.50 per square foot, NNN paid in 12 equal monthly installments. Thereafter on each yearly anniversary of the first monthly rent payment, Base Rent shall increase annually by 4%.

**Additional Rent:** Tenant shall pay its pro rata share of Property Operating Costs of actual calendar year expenses. According to the 2022 budget, the estimated Property Operating Costs payable by Tenant are broken out below:

Common Area Maintenance: \$1.45/SF

Utilities + Electric: \$2.30/SF

Tax: \$0.00 Douglas County is Tax Exempt, provided Landlord receives a credit for associated square footage, said credit shall be passed through to Tenant.

Insurance: \$0.42/SF

Total estimated additional rent for 2022: \$4.17/SF

Landlord shall have the right, upon written notice to Tenant, to revise from time to time the estimated Property Operating Costs being paid by Tenant. Landlord shall reconcile the Property Operating Costs on an annual basis. If the total estimated Property Operating Costs paid by Tenant are less than the actual Property Operating Costs, Tenant shall pay the difference to Landlord within ten (10) days after demand by Landlord. If the actual Property Operating Costs are less than the total paid by Tenant, the difference shall, at Landlord's option, either be paid to Tenant or credited against future monthly Base Rent, Additional Rent or other amounts payable by Tenant under this Lease.

Each subsequent year's estimated additional rent will be calculated by Landlord and notice of the amounts to be added to Base Rent provided to Tenant no later than October 31 of the year before it will become due.