

OFFICE LEASE AGREEMENT

METRO OFFICE TOWER

Suite 300 (3rd Floor East)

THIS OFFICE LEASE AGREEMENT (this "**Lease**") is made and entered into as of the 1st day of April, 2021 (the "**Effective Date**"), by and between:

LANDLORD: METRO TOWER HOLDINGS, LLC, a Delaware limited liability company, having its principal place of business at 1200 17th Street, Suite 2500, Denver, Colorado 80202 ("**Landlord**");

and

TENANT: TECHSTART SOLUTIONS LLC, a Colorado limited liability company, having its principal place of business at 4500 Innovation Drive, Boulder, Colorado 80301 ("**Tenant**").

RECITALS

WHEREAS, Landlord is the owner of that certain Class A office building commonly known as Metro Office Tower, located at 1800 Broadway Street, Denver, Colorado 80203, and more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Building**"); and

WHEREAS, Tenant desires to lease from Landlord certain office premises within the Building for general office use; and

WHEREAS, Landlord desires to lease such premises to Tenant upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1

BASIC LEASE PROVISIONS

1.1 Premises. The "**Premises**" shall mean approximately Fifteen Thousand (15,000) rentable square feet located on the third (3rd) floor of the Building, known as Suite 300 (3rd Floor East), as more particularly shown on the floor plan attached hereto as **Exhibit B**. The Premises constitutes the entire eastern portion of the third floor.

1.2 Building Rentable Area. The total rentable area of the Building is approximately Two Hundred Forty Thousand (240,000) square feet. Tenant's Pro Rata Share of Building Operating Expenses and Real Estate Taxes shall be six and twenty-five hundredths percent (6.25%).

1.3 Permitted Use. General office use for technology consulting, software development, and related professional services, and for no other purpose without Landlord's prior written consent (the "**Permitted Use**").

1.4 Lease Term. The initial term of this Lease (the "**Initial Term**") shall be for a period of five (5) years, commencing on April 1, 2021 (the "**Commencement Date**") and expiring on March 31, 2026, unless sooner terminated or extended in accordance with the provisions hereof.

1.5 Base Rent. Tenant shall pay to Landlord as base rent ("**Base Rent**") the following amounts during the Initial Term:

Lease Year	Annual Base Rent	Monthly Base Rent	Per RSF/Year
1	\$330,000.00	\$27,500.00	\$22.00
2	\$339,900.00	\$28,325.00	\$22.66
3	\$350,097.00	\$29,174.75	\$23.34
4	\$360,600.00	\$30,050.00	\$24.04
5	\$371,418.00	\$30,951.50	\$24.76

Note: Base Rent escalates at three percent (3%) annually.

1.6 Security Deposit. Upon execution of this Lease, Tenant shall deposit with Landlord the sum of Sixty Thousand Dollars (\$60,000.00), representing approximately two (2) months' Base Rent at the initial rate, as a security deposit (the "**Security Deposit**").

1.7 Base Year. For purposes of calculating Tenant's share of increases in Operating Expenses and Real Estate Taxes, the Base Year shall be calendar year 2021.

1.8 Parking. Tenant shall be entitled to forty-five (45) unreserved parking passes in the Building's parking structure at the prevailing monthly rate, which is currently One Hundred Seventy-Five Dollars (\$175.00) per space per month. Tenant shall also have the right to designate five (5) of such spaces as reserved spaces at a rate of Two Hundred Twenty-Five Dollars (\$225.00) per space per month.

ARTICLE 2

PREMISES

2.1 Lease of Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the Term, subject to and upon all of the terms and conditions set forth in this Lease.

2.2 Measurement. The rentable square footage of the Premises has been calculated in accordance with the Building Owners and Managers Association International (BOMA) Standard Method for Measuring Floor Area in Office Buildings (ANSI/BOMA Z65.1-2017). If there is any dispute as to the measurement, the parties shall jointly select an independent architect to remeasure the Premises, and such architect's determination shall be final and binding.

2.3 Common Areas. Tenant shall have the non-exclusive right, in common with Landlord, other tenants, and their respective employees, agents, customers, and invitees, to use the Common Areas of the Building. "**Common Areas**" shall mean: (a) the main lobby and elevator lobbies; (b) corridors and hallways; (c) stairwells; (d) restrooms on multi-tenant

floors; (e) mechanical, electrical, and telecommunications rooms serving multiple tenants; (f) loading dock and freight elevator areas; (g) the parking structure; (h) the Building's fitness center (if any); (i) conference center facilities (if any); and (j) outdoor plaza and landscaped areas.

2.4 Condition of Premises. Landlord shall deliver the Premises to Tenant in broom-clean condition with all Building systems serving the Premises in good working order. Except for Landlord's obligation to complete the Tenant Improvements described in **Exhibit C**, Tenant accepts the Premises in its "as-is" condition.

ARTICLE 3

TERM

3.1 Initial Term. The Initial Term shall commence on the Commencement Date and shall expire on the last day of the sixtieth (60th) full calendar month following the Commencement Date, unless sooner terminated in accordance with the terms hereof.

3.2 Renewal Option. Provided Tenant is not in default under this Lease beyond any applicable notice and cure period at the time of exercise or at the commencement of the Renewal Term, Tenant shall have two (2) consecutive options to renew this Lease (each, a "**Renewal Option**") for additional periods of five (5) years each (each, a "**Renewal Term**"), upon the same terms and conditions as set forth in this Lease, except that: (a) Base Rent during each Renewal Term shall be ninety-five percent (95%) of the then-prevailing fair market rental rate for comparable Class A office space in downtown Denver; and (b) there shall be no free rent or tenant improvement allowance during any Renewal Term unless otherwise negotiated.

3.3 Exercise of Renewal Option. Each Renewal Option must be exercised by Tenant's delivery of written notice to Landlord no earlier than twelve (12) months and no later than nine (9) months prior to the expiration of the then-current term. If the parties cannot agree upon the fair market rental rate within thirty (30) days after Tenant's exercise of the Renewal Option, either party may submit the matter to binding arbitration in accordance with Section 3.4.

3.4 Fair Market Rent Arbitration. If arbitration is required, each party shall select a licensed commercial real estate appraiser with at least ten (10) years of experience in the Denver office market within ten (10) days. The two appraisers shall select a third appraiser within ten (10) days. Each appraiser shall independently determine the fair market rental rate within thirty (30) days. The fair market rental rate shall be the average of the two closest determinations. The cost of arbitration shall be shared equally by the parties.

3.5 Early Access. Tenant shall be permitted to access the Premises thirty (30) days prior to the Commencement Date for the purpose of installing furniture, fixtures, equipment, cabling, and telecommunications systems, provided that: (a) Tenant does not interfere with the completion of any Tenant Improvements; (b) Tenant maintains the insurance required under this Lease; and (c) Tenant complies with all other terms of this Lease (except the obligation to pay Rent, which shall commence on the Commencement Date).

ARTICLE 4

RENT

4.1 Payment of Base Rent. Tenant shall pay Base Rent in equal monthly installments, in advance, on or before the first (1st) day of each calendar month during the Term. Rent for any partial month shall be prorated on a per diem basis. All payments shall be made without notice, demand, setoff, or deduction (except as expressly provided herein) to Landlord at the address set forth in Section 1.1, or by electronic funds transfer to an account designated by Landlord.

4.2 Rent Abatement. Notwithstanding Section 4.1, provided Tenant is not in default under this Lease, Tenant shall be entitled to an abatement of Base Rent only for the first three (3) full calendar months of the Initial Term (the "**Abatement Period**"). The total value of such abatement is Eighty-Two Thousand Five Hundred Dollars (\$82,500.00). If Tenant defaults under this Lease and fails to cure such default within any applicable cure period, Tenant shall immediately repay to Landlord the unamortized portion of the abated Rent.

4.3 Additional Rent. All sums payable by Tenant under this Lease, other than Base Rent, including without limitation Tenant's share of Operating Expenses and Real Estate Taxes in excess of the Base Year, parking charges, late charges, interest, and any other costs or expenses payable by Tenant, shall be deemed "**Additional Rent**" and shall be collectible in the same manner as Base Rent.

4.4 Late Payment. If any payment of Rent is not received by Landlord within five (5) days after its due date, Tenant shall pay a late charge equal to four percent (4%) of the overdue amount. In addition, any amount not paid when due shall bear interest from the due date until paid at the lesser of: (a) one and one-half percent (1.5%) per month; or (b) the maximum rate permitted by applicable law.

ARTICLE 5

OPERATING EXPENSES AND REAL ESTATE TAXES

5.1 Operating Expenses Defined. "**Operating Expenses**" means all costs and expenses incurred by Landlord in operating, maintaining, repairing, and managing the Building, including but not limited to: (a) salaries, wages, and benefits of Building personnel; (b) costs of utilities serving the Common Areas; (c) costs of janitorial and cleaning services; (d) costs of security services and equipment; (e) costs of maintaining, repairing, and replacing Building systems (HVAC, electrical, plumbing, elevators, fire/life safety); (f) costs of landscaping and grounds maintenance; (g) property management fees not exceeding four percent (4%) of gross revenues; (h) insurance premiums; (i) costs of licenses, permits, and inspections; (j) legal and accounting fees related to Building operations; and (k) a reasonable reserve for capital repairs.

5.2 Exclusions from Operating Expenses. Operating Expenses shall not include: (a) costs of capital improvements, except as amortized over the useful life of such improvements with interest at the Prime Rate plus two percent (2%), and then only for improvements required by law enacted after the Commencement Date or reasonably expected to reduce Operating Expenses; (b) depreciation; (c) interest on and amortization of mortgages; (d) leasing

commissions and tenant improvement costs; (e) costs of repairs covered by insurance or warranties; (f) costs attributable to Landlord's negligence or willful misconduct; (g) fines or penalties due to Landlord's violations of law; (h) legal fees for disputes with tenants or in connection with financing; (i) compensation to executives above the level of building manager; (j) costs of artwork or sculptures in the Building; (k) charitable contributions; and (l) political contributions.

5.3 Gross-Up. If the Building is less than ninety-five percent (95%) occupied during any calendar year, Operating Expenses that vary with occupancy shall be adjusted to reflect what such costs would have been if the Building had been ninety-five percent (95%) occupied.

5.4 Controllable Expense Cap. Notwithstanding Section 5.1, Tenant's share of Controllable Operating Expenses for any calendar year after the Base Year shall not increase by more than five percent (5%) per year on a cumulative, compounding basis over the Base Year amount. **"Controllable Operating Expenses"** means all Operating Expenses other than Real Estate Taxes, insurance premiums, utilities, snow removal, and costs imposed by governmental authorities.

5.5 Real Estate Taxes. **"Real Estate Taxes"** means all real property taxes, assessments (general and special), and governmental charges levied upon the Building and underlying land, including any taxes imposed in lieu of or in addition to ad valorem real property taxes, and reasonable expenses of tax protests or appeals. Tenant shall pay Tenant's Pro Rata Share of increases in Real Estate Taxes over the Base Year as Additional Rent.

5.6 Estimated Payments; Reconciliation. Prior to each calendar year, Landlord shall provide Tenant with an estimate of Tenant's share of Operating Expenses and Real Estate Taxes for such year. Tenant shall pay one-twelfth (1/12) of such estimate monthly with Base Rent. Within one hundred twenty (120) days after each calendar year, Landlord shall provide Tenant with a statement showing actual Operating Expenses and Real Estate Taxes. Any overpayment shall be credited against future payments (or refunded if the Lease has expired); any underpayment shall be due within thirty (30) days.

5.7 Audit Rights. Within one hundred eighty (180) days after receipt of Landlord's annual statement, Tenant may, upon at least fifteen (15) days' prior written notice, audit Landlord's books and records relating to Operating Expenses at Landlord's office during normal business hours. If such audit reveals that Tenant was overcharged by more than four percent (4%), Landlord shall pay the cost of the audit (up to Five Thousand Dollars) in addition to the overcharge, plus interest at the Default Rate. Such audit must be conducted by a CPA or qualified real estate professional on an hourly (non-contingent) fee basis.

ARTICLE 6

SERVICES AND UTILITIES

6.1 Standard Services. Landlord shall furnish the following services during Building Standard Hours (7:00 a.m. to 6:00 p.m. Monday through Friday, and 8:00 a.m. to 1:00 p.m. Saturday, excluding Building Holidays): (a) heating, ventilation, and air conditioning ("HVAC") sufficient to maintain temperature between 68°F and 76°F; (b) hot and cold water for restrooms and drinking fountains; (c) electricity for normal office use (not exceeding six (6) watts per rentable square foot for lighting and equipment combined); (d) elevator service;

(e) janitorial service five (5) nights per week; and (f) replacement of Building-standard fluorescent tubes and ballasts.

6.2 After-Hours Services. HVAC service outside of Building Standard Hours shall be available upon request at a rate of Seventy-Five Dollars (\$75.00) per hour with a two-hour minimum, subject to adjustment to reflect actual costs. Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, subject to reasonable security procedures.

6.3 Excess Utility Usage. If Tenant's electrical consumption exceeds Building standard (as determined by Landlord's engineer or by submeter), Tenant shall pay for such excess consumption at the rate charged by the utility company, plus any applicable demand charges and a fifteen percent (15%) administrative fee. Landlord may require Tenant to install a submeter at Tenant's expense.

6.4 Interruption of Services. Landlord shall not be liable for any interruption or failure of utilities or services due to causes beyond Landlord's reasonable control, including utility company failures, accidents, emergencies, or force majeure. However, if any interruption caused by Landlord's negligence renders the Premises substantially unusable for more than five (5) consecutive business days, Rent shall abate from the sixth (6th) business day until service is restored. If such interruption continues for more than thirty (30) consecutive days, Tenant may terminate this Lease upon written notice.

6.5 Sustainability. The Building is managed in accordance with sustainable practices and maintains LEED Gold certification. Tenant agrees to cooperate with Landlord's sustainability initiatives, including recycling programs and energy conservation measures, and to comply with any green building standards adopted for the Building.

ARTICLE 7

USE OF PREMISES

7.1 Permitted Use. Tenant shall use the Premises solely for the Permitted Use and for no other purpose without Landlord's prior written consent, which shall not be unreasonably withheld for uses consistent with a first-class office building. Tenant shall operate its business in a professional manner consistent with the standards of a Class A office building.

7.2 Prohibited Uses. Tenant shall not use or permit the use of the Premises for: (a) any illegal purpose; (b) any use that creates a nuisance or disturbs other tenants; (c) any use that generates excessive noise, vibration, or odors; (d) cooking or food preparation (other than in a kitchenette with microwave and coffee maker); (e) sleeping or residential purposes; (f) any use requiring governmental permits or licenses not customary for general office use; (g) any use that would increase Landlord's insurance premiums or void Landlord's insurance; or (h) any retail use open to the general public.

7.3 Compliance with Laws. Tenant shall, at its sole cost, comply with all applicable laws, ordinances, regulations, and orders relating to Tenant's use and occupancy of the Premises, including the Americans with Disabilities Act and all fire and safety codes. Tenant shall not do anything that would cause the Building to be in violation of any law or that would require

modifications to the Building for compliance with law, unless Tenant pays for such modifications.

7.4 Rules and Regulations. Tenant shall observe and comply with the Building Rules and Regulations attached hereto as **Exhibit D**, and any reasonable modifications thereof adopted by Landlord from time to time with at least thirty (30) days' notice. Landlord shall not be liable for any violation of such rules by other tenants but shall use commercially reasonable efforts to enforce them uniformly.

7.5 Hazardous Materials. Tenant shall not bring onto the Premises or the Building any Hazardous Materials, except for ordinary office supplies and cleaning products in quantities typical for general office use, stored and disposed of in compliance with all applicable laws. Tenant shall indemnify Landlord for any costs, damages, or liabilities arising from Tenant's use of Hazardous Materials.

ARTICLE 8

MAINTENANCE AND REPAIRS

8.1 Landlord's Obligations. Landlord shall maintain in good order, condition, and repair: (a) the structural components of the Building, including the foundation, exterior walls, and roof; (b) the Building systems, including HVAC, electrical, plumbing, elevator, and fire/life safety systems; (c) the Common Areas; (d) the exterior of the Building; and (e) the restrooms on multi-tenant floors. The cost of such maintenance shall be included in Operating Expenses except to the extent caused by Tenant's negligence or willful misconduct.

8.2 Tenant's Obligations. Tenant shall maintain the Premises in good order, condition, and repair, including: (a) all interior walls, ceilings, floors, and floor coverings; (b) all doors, including entrance doors; (c) all interior glass and windows; (d) all lighting fixtures and bulbs within the Premises; (e) all Tenant-installed equipment and improvements; and (f) any supplemental HVAC units serving the Premises. Tenant shall promptly notify Landlord of any condition requiring repair by Landlord.

8.3 Landlord's Right to Perform. If Tenant fails to perform any maintenance or repair obligation, Landlord may, upon ten (10) days' prior written notice (or without notice in an emergency), perform such work and Tenant shall reimburse Landlord for the cost thereof, plus a fifteen percent (15%) administrative fee, within thirty (30) days.

8.4 Landlord's Access. Landlord and its agents may enter the Premises at reasonable times upon reasonable prior notice (except in emergency) to: (a) inspect the Premises; (b) make repairs or improvements; (c) show the Premises to prospective tenants (during the last twelve months of the Term), purchasers, or lenders; and (d) exercise Landlord's rights under this Lease. Landlord shall use reasonable efforts to minimize interference with Tenant's business.

ARTICLE 9

ALTERATIONS

9.1 Landlord's Consent. Tenant shall not make any alterations, additions, or improvements to the Premises ("**Alterations**") without Landlord's prior written consent. Landlord's consent

shall not be unreasonably withheld, conditioned, or delayed for non-structural Alterations that do not affect the Building systems, exterior appearance, or structural integrity. Landlord's consent shall not be required for cosmetic changes (painting, carpeting, or installing movable partitions) costing less than Fifty Thousand Dollars (\$50,000) in the aggregate during any twelve-month period.

9.2 Requirements. All Alterations shall: (a) be performed by licensed, bonded, and insured contractors approved by Landlord; (b) comply with all applicable laws and building codes; (c) be performed in accordance with plans and specifications approved by Landlord; (d) not interfere with other tenants or Building operations; and (e) be performed in a good and workmanlike manner. Tenant shall obtain all necessary permits and shall provide Landlord with as-built drawings upon completion of any Alteration costing more than Twenty-Five Thousand Dollars (\$25,000).

9.3 Ownership and Removal. All Alterations shall become the property of Landlord and shall remain upon the Premises at the expiration of the Lease, unless Landlord notifies Tenant at the time of Landlord's consent that such Alterations must be removed. If removal is required, Tenant shall remove such Alterations and restore the affected areas to their original condition at Tenant's expense. Tenant's furniture, trade fixtures, and equipment shall remain Tenant's property and shall be removed by Tenant at the end of the Term.

9.4 Liens. Tenant shall not permit any mechanic's or materialman's lien to be filed against the Premises or the Building. If any such lien is filed, Tenant shall discharge or bond over such lien within thirty (30) days after notice. If Tenant fails to do so, Landlord may discharge such lien and Tenant shall reimburse Landlord for all costs, plus interest at the Default Rate.

ARTICLE 10

INSURANCE AND INDEMNIFICATION

10.1 Tenant's Insurance. Tenant shall maintain: (a) commercial general liability insurance with limits of at least Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate; (b) property insurance covering Tenant's property at replacement cost; (c) workers' compensation insurance as required by law; (d) business interruption insurance covering at least twelve (12) months of Rent; and (e) employer's liability insurance with limits of at least One Million Dollars (\$1,000,000). All policies shall name Landlord and its property manager as additional insureds, shall be written by insurers rated A- or better by A.M. Best, and shall provide thirty (30) days' notice before cancellation.

10.2 Landlord's Insurance. Landlord shall maintain: (a) property insurance covering the Building at replacement cost; (b) commercial general liability insurance with limits of at least Five Million Dollars (\$5,000,000) per occurrence; and (c) such other insurance as Landlord's lender may require. The cost of such insurance shall be included in Operating Expenses.

10.3 Waiver of Subrogation. Landlord and Tenant each waive any right of recovery against the other for any loss covered (or required to be covered) by property insurance maintained by the waiving party. Each party shall obtain a waiver of subrogation endorsement from its insurers.

10.4 Tenant's Indemnification. Tenant shall indemnify, defend, and hold harmless Landlord from all claims, damages, costs, and expenses (including reasonable attorneys' fees) arising from: (a) Tenant's use of the Premises; (b) any default by Tenant under this Lease; (c) any negligent or wrongful act or omission of Tenant or its employees, agents, or contractors; and (d) any Hazardous Materials brought onto the Premises by Tenant.

10.5 Landlord's Indemnification. Landlord shall indemnify, defend, and hold harmless Tenant from all claims, damages, costs, and expenses (including reasonable attorneys' fees) arising from: (a) any default by Landlord under this Lease; (b) any negligent or wrongful act or omission of Landlord or its employees, agents, or contractors; and (c) any Hazardous Materials present in the Building through no fault of Tenant.

10.6 Limitation of Landlord's Liability. Tenant's sole recourse against Landlord shall be limited to Landlord's interest in the Building and the rents therefrom. No member, manager, partner, shareholder, officer, director, or employee of Landlord shall have any personal liability under this Lease. Landlord shall not be liable for any indirect, consequential, or punitive damages.

ARTICLE 11

ASSIGNMENT AND SUBLETTING

11.1 Consent Required. Tenant shall not assign this Lease or sublease all or any portion of the Premises without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Landlord may consider the following factors: (a) the financial strength of the proposed assignee or subtenant; (b) the proposed use; (c) the reputation and character of the proposed assignee or subtenant; and (d) whether the proposed assignee or subtenant is a tenant of the Building or a prospect with whom Landlord is negotiating.

11.2 Permitted Transfers. Tenant may, without Landlord's consent but upon prior written notice, assign this Lease or sublease the Premises to: (a) any parent, subsidiary, or affiliate of Tenant; (b) any entity resulting from a merger, consolidation, or reorganization of Tenant; or (c) any purchaser of all or substantially all of Tenant's assets, provided in each case that the transferee assumes all obligations under this Lease and has a net worth at least equal to Tenant's net worth immediately prior to such transaction.

11.3 Recapture Right. If Tenant proposes to assign this Lease or sublease more than fifty percent (50%) of the Premises, Landlord may elect, within thirty (30) days after receipt of Tenant's request, to terminate this Lease (or, in the case of a sublease, terminate as to the space proposed to be subleased) effective as of the proposed effective date of the assignment or sublease.

11.4 Excess Rent. If Tenant receives rent or other consideration in excess of the Rent payable under this Lease (after deducting reasonable transaction costs), fifty percent (50%) of such excess shall be paid to Landlord as Additional Rent.

11.5 No Release. No assignment or sublease shall release Tenant from its obligations under this Lease unless Landlord expressly agrees in writing.

ARTICLE 12

DEFAULT AND REMEDIES

12.1 Events of Default. Each of the following shall constitute an Event of Default: (a) failure to pay Rent within five (5) days after written notice; (b) failure to perform any other obligation within thirty (30) days after written notice (or such longer period as reasonably required to cure, up to ninety (90) days, if Tenant is diligently pursuing cure); (c) any representation by Tenant proves materially false; (d) Tenant's bankruptcy, insolvency, or assignment for benefit of creditors; (e) abandonment of the Premises; or (f) Tenant's default under any other lease with Landlord.

12.2 Landlord's Remedies. Upon an Event of Default, Landlord may: (a) terminate this Lease and recover all damages, including the present value of the Rent that would have been payable for the remainder of the Term (discounted at five percent (5%) per annum), less the fair rental value of the Premises; (b) continue this Lease in effect and recover Rent as it becomes due; (c) re-enter and relet the Premises on behalf of Tenant; or (d) pursue any other remedy available at law or in equity. Landlord shall use commercially reasonable efforts to mitigate damages.

12.3 Landlord's Default. Landlord shall be in default if Landlord fails to perform any obligation within thirty (30) days after written notice (or such longer period as reasonably required). Upon Landlord's default, Tenant may: (a) pursue any remedy available at law or in equity; (b) if the default materially impairs Tenant's use of the Premises and continues for sixty (60) consecutive days, terminate this Lease upon thirty (30) days' notice; or (c) cure the default and offset the reasonable cost against Rent (up to twenty-five percent (25%) of any month's Base Rent).

ARTICLE 13

DAMAGE, DESTRUCTION, AND CONDEMNATION

13.1 Damage to Premises. If the Premises are damaged by fire or other casualty, Landlord shall repair such damage unless: (a) the damage cannot be repaired within two hundred seventy (270) days; (b) the damage occurs in the last eighteen (18) months of the Term; or (c) insurance proceeds are insufficient. In such cases, either party may terminate this Lease. Rent shall abate proportionately during any period the Premises are unusable.

13.2 Damage to Building. If more than fifty percent (50%) of the Building is damaged, or if damage to the Building makes access to the Premises impracticable, Landlord may terminate this Lease upon thirty (30) days' notice.

13.3 Condemnation. If all or a substantial portion of the Premises is taken by eminent domain, this Lease shall terminate as of the date of taking. If a partial taking does not substantially impair Tenant's use, this Lease shall continue and Rent shall be reduced proportionately. All condemnation awards shall belong to Landlord, except Tenant may separately claim compensation for its moving expenses and the unamortized value of Tenant's improvements paid for by Tenant.

ARTICLE 14

SUBORDINATION, ATTORNMENT, AND ESTOPPEL

14.1 Subordination. This Lease shall be subordinate to any mortgage or deed of trust now or hereafter encumbering the Building, provided that the holder agrees to recognize this Lease and not disturb Tenant's possession so long as Tenant is not in default. Landlord shall deliver a subordination, non-disturbance, and attornment agreement ("SNDA") from any current lender within thirty (30) days after the Effective Date.

14.2 Attornment. If Landlord's interest is transferred by foreclosure or deed in lieu, Tenant shall attorn to the transferee as landlord, provided the transferee agrees to be bound by this Lease.

14.3 Estoppel Certificates. Within fifteen (15) business days after request, each party shall execute an estoppel certificate certifying: (a) that this Lease is in full force and effect; (b) the Commencement Date and expiration date; (c) the amount of Rent; (d) the date through which Rent has been paid; (e) whether any party is in default; and (f) such other matters as reasonably requested.

ARTICLE 15

MISCELLANEOUS PROVISIONS

15.1 Entire Agreement. This Lease, together with all exhibits, constitutes the entire agreement between the parties. No modification shall be effective unless in writing signed by both parties.

15.2 Governing Law; Venue. This Lease shall be governed by Colorado law. Any dispute shall be resolved in the state or federal courts located in Denver, Colorado.

15.3 Notices. All notices shall be in writing and shall be deemed given when delivered personally, sent by overnight courier, or sent by certified mail to the addresses set forth in Article 1.

15.4 Quiet Enjoyment. So long as Tenant is not in default, Tenant shall peacefully enjoy the Premises without disturbance by Landlord or anyone claiming through Landlord.

15.5 Force Majeure. Neither party shall be liable for delays in performance (other than payment of Rent) caused by circumstances beyond its reasonable control, including acts of God, war, terrorism, pandemics, strikes, governmental actions, or natural disasters.

15.6 Brokers. Landlord and Tenant each represent that it has dealt only with Cushman & Wakefield (representing Landlord) and Newmark (representing Tenant) in connection with this Lease. Landlord shall pay all commissions pursuant to separate agreement.

15.7 Signage. Tenant shall be entitled to: (a) Building-standard suite identification signage at the entrance to the Premises; (b) listing on the Building directory in the main lobby; and (c) if Tenant leases at least one full floor, one line on the Building's exterior tenant identification sign (if any) at the standard rate.

15.8 Expansion Option. Provided Tenant is not in default, if space on the third floor adjacent to the Premises becomes available during the Term, Tenant shall have a right of first offer to

lease such space on terms to be negotiated in good faith. Landlord shall notify Tenant of availability, and Tenant shall have fifteen (15) days to express interest.

15.9 Right of First Refusal on Contraction. After the second (2nd) Lease Year, Tenant may contract the Premises by up to twenty percent (20%) upon twelve (12) months' prior written notice, payment of a contraction fee equal to four (4) months' Base Rent for the contracted space, and return of unamortized tenant improvement allowance attributable to the contracted space.

15.10 Waiver. No waiver shall be effective unless in writing. No delay in exercising any right shall constitute a waiver.

15.11 Severability. If any provision is held invalid, the remaining provisions shall remain in full force and effect.

15.12 Successors. This Lease shall bind and benefit the parties and their successors and permitted assigns.

15.13 Time of Essence. Time is of the essence with respect to all provisions of this Lease.

15.14 Attorneys' Fees. In any action arising under this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

15.15 Counterparts; Electronic Signatures. This Lease may be executed in counterparts. Electronic signatures shall have the same effect as original signatures.

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

LANDLORD:

METRO TOWER HOLDINGS, LLC

a Delaware limited liability company

By: _____

Name: David R. Patterson

Title: Chief Executive Officer

Date: _____

TENANT:

TECHSTART SOLUTIONS LLC

a Colorado limited liability company

By: _____

Name: Michael J. Rodriguez

Title: Managing Member

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF BUILDING

Lot 5, Block 12, Capitol Hill Addition, City and County of Denver, State of Colorado, according to the plat thereof recorded in Plat Book 23 at Page 45, Reception No. 1985-0123456, records of the Clerk and Recorder of the City and County of Denver.

Address: 1800 Broadway Street, Denver, Colorado 80203

Assessor's Parcel Number: 05-123-45-678

EXHIBIT B

FLOOR PLAN OF PREMISES

[Floor plan to be attached showing:]

- Suite 300 (3rd Floor East)
- 15,000 rentable square feet
- Entry location and reception area
- Core area (elevators, restrooms, electrical/telecom)
- Window line and column grid
- Common corridor access

EXHIBIT C

TENANT IMPROVEMENTS AND WORK LETTER

1. Tenant Improvement Allowance. Landlord shall provide Tenant with a tenant improvement allowance ("TI Allowance") of Fifty-Five Dollars (\$55.00) per rentable square foot of the Premises, for a total of Eight Hundred Twenty-Five Thousand Dollars (\$825,000.00).

2. Application of TI Allowance. The TI Allowance may be applied to: (a) hard construction costs; (b) architectural and engineering fees; (c) permit fees; (d) cabling and telecommunications infrastructure; (e) project management fees (up to 3% of hard costs); and (f) furniture, fixtures, and equipment (up to 15% of the TI Allowance).

3. Construction Process. Tenant shall submit space plans for Landlord's approval within thirty (30) days after the Effective Date, and construction documents within sixty (60) days after approval of space plans. Landlord shall respond to submissions within ten (10) business days. Tenant's contractor shall be subject to Landlord's approval. Landlord shall pay the TI Allowance directly to Tenant's contractor upon receipt of sworn contractor's statements, lien waivers, and evidence of completion.

4. Excess Costs. Any costs in excess of the TI Allowance shall be Tenant's sole responsibility.

5. Unused Allowance. Any unused portion of the TI Allowance may be applied as a credit against Base Rent, up to a maximum of two (2) months' Base Rent.

EXHIBIT D

BUILDING RULES AND REGULATIONS

- 1. Access.** Access to the Building outside of Building Standard Hours requires use of an access card. Lost cards must be reported immediately and may be replaced for a fee of \$25.00.
- 2. Deliveries.** Deliveries must be made through the loading dock and freight elevator. Large deliveries must be scheduled in advance with Building Management.
- 3. Moving.** Move-ins and move-outs must be scheduled with Building Management and must occur outside of Building Standard Hours.
- 4. Signs.** No signs may be placed on exterior windows, doors, or in Common Areas without Landlord's prior written consent.
- 5. Solicitation.** Canvassing, soliciting, and peddling in the Building are prohibited.
- 6. Animals.** Animals are not permitted in the Building except for service animals.
- 7. Smoking.** The Building is a non-smoking building. Smoking is prohibited in all indoor areas and within 25 feet of Building entrances.
- 8. Trash.** All trash must be placed in appropriate receptacles. Recycling is mandatory for paper, cardboard, glass, and plastics.
- 9. Restrooms.** Restrooms are for the exclusive use of tenants and their employees and invitees.
- 10. Parking.** Parking is permitted only in designated areas. Vehicles may not be stored overnight without prior approval.
- 11. Bicycles.** Bicycles must be stored in the designated bicycle storage area and may not be brought into tenant spaces or Common Areas.
- 12. Noise.** Tenants shall not make excessive noise or permit anything that disturbs other tenants or Building operations.
- 13. Emergency Procedures.** All tenants shall comply with Building emergency procedures and participate in fire drills.
- 14. Contractors.** All contractors must register with Building Management and provide evidence of insurance before performing work in the Building.
- 15. Modifications.** Landlord reserves the right to modify these Rules and Regulations upon thirty (30) days' written notice to tenants.