

HERITAGE CENTER LEASE AGREEMENT

THIS HERITAGE CENTER LEASE AGREEMENT (this "Lease") is made this _____ day of _____, 2016, by and between the CITY OF EDGEWATER, COLORADO, a Colorado home rule municipal corporation, with an address of 2401 Sheridan Boulevard, Edgewater, Colorado, 80214 ("Landlord") and the Gold Crown Foundation, a Colorado not for profit corporation, with an address of 7400 E. Crestline Circle, Suite 200, Greenwood Village, CO 80111 ("Tenant").

In consideration of the premises, the parties under this Lease, Landlord and Tenant agree as follows:

1. Premises. Landlord by this Lease leases and demises to Tenant, and Tenant takes and hires from Landlord the, building known as the Heritage Center and located at 2501 Chase Street, Edgewater Colorado, (hereinafter the "Premises").

2. Use and Occupancy.

A. Tenant covenants and agrees:

- (i) to occupy and use the Premises for the purposes of operating a youth center in accordance with this Lease and all applicable laws, ordinances, orders, rules, regulations and other governmental requirements relating to the use, condition or occupancy of the Premises, and for no other purpose;
- (ii) to use the Premises in a careful, safe and proper manner; and
- (iii) To cooperate with the Landlord in the use and scheduling of a shared multi-purpose room within the Premises for the Landlord's use for recreational programs and community events; and
- (iv) To complete all Tenant Finish Work (as defined in Section 7.A below) and begin use of the Premises as a youth center on or before August 1, 2017.

B. Tenant shall not commit waste, or suffer or permit waste to be committed, or permit any nuisance on or in the Premises.

3. Term, Possession and Termination. The initial term of this Lease shall commence on February 15, 2016 and shall continue, unless earlier terminated in accordance with this Lease, until February 15, 2036 (the "Lease Term"). Tenant's taking possession of the Premises shall be conclusive evidence against Tenant that the Premises as of the date of taking possession were in good order and repair, excepting the need for interior finish work as described in Section 6.A. below. Tenant may terminate this Lease upon ninety (90) days' written notice to the Landlord.

4. Rent. Rent for the Lease Term shall be Twenty Dollars (\$20.00), the receipt and sufficiency of which Landlord hereby acknowledges. All payments required under this Lease shall be paid without notice, demand, setoff or deduction, in lawful money of the United States of America, at Landlord's address as set forth in the first paragraph hereof or at such other place as Landlord may from time to time designate in writing.

5. Expenses of Operating the Premises.

A. Utilities.

(i) Landlord. Landlord shall provide the necessary mains, conduits and facilities in order that water and sewer, electricity, and natural gas service may be furnished to the Premises.

(ii) Tenant shall pay, prior to delinquency, all charges for utilities and similar items used on the Premises, including, but not limited to, water and sewer, electricity, natural gas, trash removal, telephone and internet charges. Tenant shall arrange to have all utility and similar accounts for the Premises in its name, and any deposit required to bring any utility service or similar item to the Premises shall be paid by Tenant.

B. Maintenance and Repairs.

(i) Landlord. Landlord shall keep the foundations, exterior walls, roof, electrical, heating and water systems of the Premises in good repair, except that Landlord shall not be required to make any additions or repairs to such systems that are necessitated by Tenant's finishing of the interior of the building located on the Premises, nor any repairs which become necessary or desirable by reason of any negligent or willful act or omission of Tenant, its agents, servants, employees, invitees or licensees. Landlord shall keep all areas outside of the Premises in good repair and condition.

(ii) Tenant. Tenant shall keep the interior of the Premises, including, but not limited to, windows, doors, plate glass, interior walls, floors, ceilings, and lighting fixtures, in good repair at its own expense and cost.

C. Taxes.

(i) Personal Property, Leasehold Estate, Etc. Tenant shall be responsible for and pay before delinquency any and all (if any) taxes and assessments levied or otherwise charged by any governmental entity on the personal property of Tenant, on Tenant's privilege of doing business, on Tenant's sales, on Tenant's leasehold estate or otherwise resulting from Tenant's conduct of operations on or at the Premises.

(ii) Real Property. Landlord shall be responsible for and pay before delinquency any and all general and special real estate taxes, special assessments, assessments for improvements, special district or improvement district assessments, water taxes, and all other taxes, charges, rates, levies and assessments of whatever nature levied, assessed or collected by any governmental or quasi-governmental authority (whether now existing or hereafter created) upon or with respect to Landlord's ownership of the Premises, and all taxes or charges imposed in lieu of (or in lieu of any increases in) any such tax, provided however, that Tenant shall pay for any special assessments imposed on the Premises and payable without regard to the tax exempt character of the Premises, if Tenant is found not to be eligible for tax exemption.

D. Reimbursement; Proration. If Landlord deems it necessary to pay any expenses described in this Section 6 as to be paid by the Tenant, Tenant shall reimburse Landlord promptly upon demand. If the Lease Term commences after the beginning of, or expires before the end of, a

calendar year, any amount payable by Tenant with respect to that calendar year under this Section 6 shall be adjusted proportionately on a daily basis, and the obligation to pay such amount shall survive the expiration or earlier termination of this Lease.

6. Condition of Premises, Alterations and Modifications.

A. Tenant understands and agrees that the interior of the building located on the Premises is, as of the date first set forth above, completely unfinished, and not currently suitable for any use, including but not limited to use as a youth center. Tenant acknowledges that the interior finish work needed in the building includes but is not limited to a distribution system for electricity, water supply and wastewater drain plumbing systems, and heat, ventilation and air conditioning systems. Subject to the provisions of Section 7.B. below, Tenant agrees that, prior to its occupancy of the building or any part thereof as a youth center, Tenant shall have completed such interior improvements, alterations and changes to the building as may be necessary under applicable law and desirable to the Tenant for its youth center use, and further agrees that its finish work for the building shall include: (i) all electrical, plumbing, heat, ventilation and air conditioning systems as may be necessary to serve the entire building; (ii) exterior access to each floor of the building; and (iii) a multi-purpose recreational/community event room in the building (collectively, the "Tenant Finish Work"). Tenant agrees that, as a condition of this Lease, Tenant and Landlord shall agree in writing as to the exact nature of the Tenant Finish Work on or before August 15, 2016.

B. Tenant covenants and agrees not to make any alterations, changes or additions in and to the Premises ("Modifications") without the prior written consent of Landlord in each instance. Unless otherwise agreed, all Modifications approved by Landlord shall be at Tenant's expense. Tenant acknowledges that Landlord's consent will be conditioned upon, at Landlord's option, among other things, Landlord's approval of plans, specifications, contractors, insurance and hours of construction. Tenant's compliance with City of Edgewater ordinances and regulations relative to the issuance of building permits shall not satisfy the requirement that written approval from Landlord be obtained before installation or construction of Modifications is begun, and the City of Edgewater hereby reserves to itself the contractual right, as Landlord, to review and evaluate Tenant's plans for all Modifications and that this reserved contractual right is in addition to, independent of, and distinct from the City of Edgewater's authority as a home rule city to review plans prior to issuance of a building permit. Landlord's consent to Tenant's Modifications shall not be unreasonably withheld, but any approval or denial shall be based on Landlord's best judgment as a landlord, not on the standards by which building permits are issued or denied.

C. All Modifications installed by Tenant shall become and remain the property of Landlord, unless otherwise agreed in writing. All trade fixtures and equipment installed by Tenant and removable without structural injury to the building may be removed by Tenant before or at (but not after) the expiration of this Lease, provided that Tenant shall repair, and shall remain responsible for repairing, any damage done to the Premises in removing such trade fixtures or equipment. Tenant agrees to protect, indemnify and save harmless Landlord on account of any injury to persons or property by reason of any Modification by Tenant, and to protect, indemnify and save harmless Landlord from the payment of any claim of any kind or character on account of bills for labor or materials in connection with any Modification by Tenant.

7. Liability and Insurance.

A. Landlord shall not be liable to Tenant, its agents, servants, employees, invitees or licensees, for any injury to persons or damage to property caused by any negligent or willful act or omission

of Tenant, its agents, servants, employees, invitees or licensees, and Tenant agrees to protect, indemnify and save harmless Landlord from all claims for any such injury and damage.

B. At all times during the Lease Term, Tenant shall carry, at Tenant's sole expense, with insurance companies and on forms satisfactory to Landlord, "all risk" insurance (including sprinkler leakage, if applicable) covering all leasehold improvements, equipment; fixtures, appliances, furniture, furnishings and personal property from time to time installed or placed in, on or upon the Premises by or for Tenant, in an amount not less than the full replacement cost of all insured items without deduction for depreciation. Landlord shall be named as an additional insured on said policy. Any casualty or fire policy proceeds shall be used for the repair or replacement of the property damaged or destroyed. Tenant shall maintain such coverage throughout the Lease Term. Certificates of insurance evidencing all insurance required by this Lease or, at Landlord's request, certified copies of the policies, shall be delivered to Landlord prior to Tenant's occupancy of the Premises and thereafter at least 30 days prior to the expiration of each such policy. Such insurance shall provide that Landlord and any other additional insured, although named as insured, shall nevertheless be entitled to recover under such policy for any loss occasioned to it, its agents or its employees, notwithstanding any act or omission of Tenant. All such policies shall provide that they may not be terminated or amended except after thirty (30) days' written notice thereof to Landlord and all other additional insureds. All such insurance shall be written as primary policy, not contributing with and not in excess of coverage that Landlord may carry.

8. Default.

In addition to any default provided for in the Agreement, each of the following events shall be an event of default (an "Event of Default") by Tenant under this Lease:

A. Tenant shall become insolvent, shall make a transfer to defraud, hinder or delay creditors or shall make an assignment for the benefit of creditors;

B. Tenant shall file a petition under any provision of Title 11 of the United States Code, as amended from time to time, or under any reorganization, dissolution, insolvency, liquidation or similar law of the United States or any state thereof; or Tenant shall be adjudged a debtor or to be bankrupt or insolvent in proceedings filed against Tenant under any such law;

C. A receiver, custodian or trustee shall be appointed for all or substantially all of the assets of Tenant or for Tenant's operations conducted in or at the Premises;

D. This Lease, the Premises, or any part of either shall be taken upon execution or by other process of law directed against Tenant or shall be taken upon or subject to any attachment at the instance of any creditor of or claimant against Tenant, and such attachment shall not be discharged or disposed of within fifteen (15) days after the levy thereof;

E. Tenant shall desert, abandon or vacate the Premises;

F. Tenant shall have failed to complete the Tenant Finish Work and/or begin its use of the Premises as a youth center on or before August 1, 2017; or

G. Tenant shall have failed to meet any other of its obligations under this Lease after having been given thirty (30) written notice of the failure and a reasonable opportunity to cure the failure.

9. Landlord's Remedies. Upon the occurrence of any Event of Default, Landlord shall 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 Landlord, shall preclude the exercise of any other right or remedy whether herein set forth or existing at law or equity:

A. Landlord shall have the right to terminate this Lease by giving Tenant written notice at any time. No act by or on behalf of Landlord, such as entry of the Premises by Landlord to perform maintenance and repairs and efforts to relet the Premises, other than giving Tenant written notice of termination, shall terminate this Lease. If Landlord gives such notice, this Lease and the Lease Term as well as the right, title and interest of Tenant under this Lease shall wholly cease and expire in the same manner and with the same force and effect (except as to Tenant's liability) on the date specified in such notice as if such date were the expiration date of the Lease Term without the necessity of reentry or any other act on Landlord's part. Upon any termination of this Lease, Tenant shall quit and surrender to Landlord the Premises as set forth in Section 17. If this Lease is terminated, Tenant shall be and remain liable to Landlord for damages as hereinafter provided and Landlord shall be entitled to recover forthwith from Tenant as damages an amount equal to the total of all rent and other sums accrued and unpaid at the time of termination of the Lease, plus interest thereon at the rate provided in Section 9(C).

B. Landlord may, without demand or notice, reenter and take possession of the Premises or any part thereof, and repossess the same as part of Landlord's former estate and expel Tenant and those claiming through or under Tenant, and remove the effects 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.

C. Landlord shall have the right to recover from Tenant the rents and damages provided for above by suit or suits brought from time to time without Landlord being required to wait until the expiration of the Lease Term, or if this Lease is terminated, the date on which such expiration would have occurred. If Tenant shall default in making any payment required to be made by Tenant (other than payments of rent) or shall default in performing any other obligations of Tenant under this Lease, Landlord may, but shall not be obligated to, make such payment or, on behalf of Tenant, expend such sum as may be necessary to perform such obligation. All sums so expended by Landlord with interest thereon shall be repaid by Tenant to Landlord on demand. No such payment or expenditure or other action by Landlord shall be deemed a waiver of Tenant's default nor shall it affect any other remedy of Landlord by reason of such default. Whenever Tenant shall be required to make payment to Landlord of any sum with interest, interest shall be payable from the date such sum is due until paid, at an interest rate equal to the annual interest rate announced publicly from time to time by the Chase Manhattan Bank of New York City as its prime rate, or its base corporate borrowing rate if the same is at any time not called the prime rate, plus 10% per annum or at the maximum rate permitted by law, whichever is lower. As used in this Lease, the terms "reenter," "reentry," "take possession," "repossess" and "repossession" are not restricted to their technical legal meaning.

10. Quiet Enjoyment. Landlord shall warrant and defend Tenant in the quiet enjoyment and possession of the Premises during the Lease Term so long as Tenant complies with the provisions of this Lease.

11. Force Majeure; Landlord's Failure to Perform. Anything in this Lease to the contrary notwithstanding, Landlord shall not be in default with respect to the performance of any of the terms, covenants or conditions of this Lease if such default shall be due to any strike; lockout; civil commotion; riot; invasion; rebellion; sabotage; governmental regulations or controls, except those imposed by the City of Edgewater; inability to obtain any material, service or financing; an act of God; or any other cause beyond the control

of Landlord; provided that such cause is not due to the willful or grossly negligent act or omission of Landlord or its agents or employees. Further, Landlord shall not be deemed to be in default in the performance of any of its obligations unless and until it has failed to perform such obligation within 30 days after written notice from Tenant specifying Landlord's failure to perform; but if the nature of Landlord's obligation is such that more than 30 days are reasonably necessary for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such 30-day period and thereafter diligently prosecutes the same to completion.

12. Signs. Tenant shall not place or paint any signs, window stickers or decals or other similar materials (collectively "Signage") at, on, or above the Premises, or on windows or doors of the Premises except in conformance with the provisions of Section 6 of this Lease, nor shall Tenant paint any exterior surface of the Premises without Landlord's prior approval, and Landlord shall have the right to remove any Signage in order to paint the Premises or to make any other repairs or alterations to the Premises. Subject to the provisions of this section, Tenant shall place at least one property identification sign on the Premises.

13. Relationship of Parties. Landlord and Tenant agree that nothing in this Lease shall be deemed, held or construed as creating any relationship between them other than that of Landlord and Tenant.

14. Assignment and Subletting. Tenant shall not assign, sublet, encumber or otherwise transfer its interest under this Lease without the written consent of the Landlord, which consent may be withheld in the Landlord's sole and absolute discretion.

15. Eminent Domain. If the entire Premises or so much thereof as shall render the balance untenable shall be taken by right of eminent domain or sold under threat of the exercise of such right, this Lease shall terminate as of the date the condemning authority takes physical possession. If only part of the Premises is so taken or sold and as a result thereof Landlord decides that substantial alteration or reconstruction of the Premises is desirable or Landlord decides to demolish or discontinue operating the Premises, Landlord may, at its option, terminate this Lease by written notice to Tenant given within forty-five (45) days after such taking or sale. Tenant shall pay all rent under this Lease due through the date of any termination of this Lease pursuant to this Section 15. In the event of any taking or sale whatsoever, all awards, damages and proceeds shall belong to Landlord, and Tenant hereby assigns to Landlord the interest, if any, of Tenant in such awards, damages and proceeds.

16. Casualty.

A. If, during the Lease Term, the Premises shall be damaged by fire, explosion, windstorm or other casualty (a "Casualty"), Tenant shall give Landlord prompt notice in writing of the Casualty (the "Casualty Notice").

B. If it reasonably appears to Landlord that the damage caused by the Casualty can be repaired with reasonable diligence within one hundred eighty (180) calendar days from the date of Landlord's receipt of the Casualty Notice, Landlord shall proceed promptly to repair such damage, so as to restore the Premises to its condition prior to the Casualty. But if it reasonably appears that such damage cannot be so repaired within the 180-day period and Landlord notifies Tenant in writing on or before thirty (30) calendar days after the date of Landlord's receipt of the Casualty Notice, or if the damage is not insured, this Lease shall terminate as of the date of the Casualty Notice, and all rent shall be prorated to that date. During the period of repairs, the rent shall be abated based on the ratio that the square footage of the portion of the Premise that are damaged bears to the square footage of the entire Premises. Notwithstanding anything to the contrary contained in this Section 16, if the Casualty is due to the negligent or willful act or

omission of Tenant, its agents, servants, employees, invitees or licensees, this Lease shall remain in full force and effect, and there shall be no abatement of rent.

C. Landlord's election to repair, or Landlord's commencement of any repairs, shall not constitute a waiver by Landlord of any of its rights to proceed against Tenant for damage resulting from the Casualty to the extent the Casualty is due to the negligent or willful act or omission of Tenant, its agents, servants, employees, and invitees or licensees.

17. Delivery of Premises and Holding Over.

A. Upon the expiration or termination of this Lease, Tenant shall deliver the Premises in good repair and condition, excepting only normal wear and tear since the last required repairs. If Tenant is not then in default hereunder, Tenant may remove from the Premises any trade fixtures and moveable equipment and furniture placed therein by Tenant subject to the terms of Section 6.C. Whether or not Tenant is in default hereunder, Tenant shall remove such alterations, additions, improvements, trade fixtures, equipment and furniture as Landlord shall require, and Tenant shall fully repair any damage occasioned by such removal. If Tenant fails to remove such items requested by Landlord, such items shall conclusively be deemed to have been abandoned, and Landlord shall have the right to sell or otherwise dispose of such items without obligation to account to Tenant therefor. Tenant shall be responsible for all costs connected with such sale or disposal of such items.

B. In the event of any unauthorized holding over, Tenant shall indemnify Landlord against all claims for damages by any person to whom Landlord may have leased all or any part of the Premises effective after the termination of this Lease. Tenant's obligations to observe and perform the covenants in this Section 17 shall survive the expiration or the termination of this Lease.

18. No Implied Surrender or Waiver.

No provisions of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt of Landlord of rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No act or thing done by Landlord or Landlord's agents during the Lease Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employees of Landlord or of Landlord's agents shall have any power to accept the keys of the Premises prior to the termination of this Lease. The delivery of keys to any employee of Landlord, or of Landlord's agents, shall not operate as a termination of this Lease or a surrender of the Premises. No payment by Tenant, or receipt by Landlord, of a lesser amount than the rent due hereunder, shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy available to Landlord. Time is of the essence hereof.

19. Access to the Premises.

Upon advanced notice to Tenant, Landlord, its agents and employees shall have the right to enter the Premises at all times to examine it, to have access to those areas reserved hereunder for Landlord's use, to post notices as Landlord deems necessary or desirable for the protection of Landlord or the Premises, and to make such repairs, alterations, improvements and additions to the Premises as Landlord may be required to perform under this Lease or as Landlord may deem necessary or desirable, and may for such purposes bring and keep upon the Premises all necessary materials, supplies and equipment, without the same constituting an eviction of Tenant in whole or in part or entitling Tenant to any abatement of rent or damage, by reason of loss or interruption of business, or otherwise nor shall the same affect Tenant's obligations under this Lease in any manner whatsoever. If Tenant shall not be present to open the Premises for any such entry, Landlord may gain entry by use of a master key or card, and in an emergency by any means (including breaking any doors or windows), without rendering Landlord, its agents or employees liable therefor. In exercising its rights under this Section 19, Landlord shall attempt to minimize interference with Tenant's use and enjoyment of the Premises.

20. Notice.

Notices required or allowed hereunder shall be given in writing, first-class postage prepaid, to the address of each party first set forth above, and shall be deemed delivered on the third business day after placing the same in the United States mail.

21. Estoppel Certificate.

Tenant shall, from time to time, upon request from Landlord, deliver to Landlord a statement certifying as to certain facts regarding this Lease, including without limitation, that this Lease is in full force and effect, that Tenant has no defenses or offsets to this Lease and that Landlord is not in default under this Lease together with any other facts Landlord may reasonably request. Tenant's failure to deliver such certificate shall be a material default hereunder. Tenant hereby acknowledges that such certificates may be relied upon by third parties.

22. Miscellaneous.

A. Benefits. This Lease shall bind and inure to the benefits of the heirs, legal representatives, successors and permitted assigns of the respective parties hereto.

B. Amendments. No amendment, alteration, modification of or addition to this Lease shall be valid or binding unless expressed in writing and signed by the party or parties to be bound thereby.

C. No Representations by Landlord; Entire Agreement. Landlord and Landlord's employees and agents have made no representations, warranties, agreements or promises with respect to the Premises except such as are expressed herein. The entire contract of the parties is contained herein and in the Agreement, and there are no promises, agreements, representations, warranties, conditions or understandings, either oral or written, between them, other than as are set forth herein and in the Agreement.

D. Attorneys' Fees. In the event of any litigation between Tenant and Landlord to enforce any provision of this Lease or otherwise with respect to the subject matter hereof, the unsuccessful party in such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party. Landlord and Tenant hereby mutually waive trial by jury in any action, proceeding or counterclaim brought by either of them

against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, or any claim of injury or damage.

E. Construction. The language in all parts of this Lease shall be in all cases construed according to its fair meaning, and not strictly for or against Landlord or Tenant. The caption of each Section is added as a matter of convenience only and shall be considered of no effect in the construction of any of the provisions of this Lease.

F. Governing Law. This Lease shall be governed by and interpreted in accordance with the laws of the State of Colorado.

G. Counterparts. This Lease may be executed in two or more counterparts, using manual or facsimile signature, each of I have which shall be deemed an original and all of which together shall constitute one and the same document.

H. Right of First Refusal. In the event Landlord receives a bona fide offer to purchase the Premises from a third party during the Lease Term , and the sale of the Premises has been authorized in accordance with applicable law, Tenant shall have the right of first refusal to purchase the Premises for the same amount and subject to the same terms as provided in the offer, less the total amount that Tenant paid for the improvements to the Premises. Upon Landlord obtaining any offer and upon authorization of the sale of the Premises in accordance with applicable law, it shall provide Tenant written notice with a copy of the offer within ten days thereafter and Tenant shall have the right of refusal to accept the offer upon the terms set forth herein within 15 days thereafter.

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

LANDLORD:
City of Edgewater

A Colorado municipal corporation

By: _____
Mayor Kris Teegardin

TENANT:
Gold Crown Foundation, a Colorado not for profit corporation

By: _____
Its President

ATTEST:
By: _____

ATTEST:
By: _____