

ZIEDINS REAL ESTATE COMPANY

8547 E. Arapahoe Rd. #J-582
Greenwood Village, CO 80112
(303) 663-1736 fax (303) 663-1738

LEASE FOR 106 1 IRMA DRIVE, UNIT

THIS LEASE, made and entered into this January 17, 2002 by and between Ziedins Real Estate (hereinafter "Landlord") and _____ (SSN _____), _____ (SSN _____), and cosigner _____ (SSN _____) (hereinafter "tenant", whether one or more) with a business known as _____.

WITNESSETH, that for and in consideration of the payment of rent and the keeping and performance of the covenants and agreements by tenant as hereinafter set forth, Landlord hereby leases unto tenant a portion of the following legally described real estate, BLK: 4940 PG: 252 Tracts 32 and 33 Northglenn Fourteenth Filing situated in the City of Northglenn, Adams County, Colorado (hereinafter "the premises"), to wit: commonly know as 106 1 Irma Drive Unit, Northglenn, CO 80233.

Said premises containing _____ sq. ft., more or less, constituting _____ percent of the Building(s).

TO HAVE AND TO HOLD the same with all appurtenances from 12:00 Noon of the _____ day of _____ 20____, until 12:00 Noon of the _____ day of _____, 20____, upon the following terms and conditions, to wit:

1. RENT.

- a) The rental for the full term aforesaid shall be \$_____ payable in monthly installments of:
 - i) \$_____ per month from 1st 20 to 20
 - ii) \$_____ per month from 1st 20 to 20
 - iii) \$_____ per month from 1st 20 to 20
- b) _____ days Prorated Rent to first full month is \$_____. All prorations made during the term of this tenancy shall be made on the basis of a thirty (30) day month.
- c) Tenant shall provide carpet, paint, cleaning and floor covering for bathroom.
- d) Said monthly rental shall be payable in advance, on or before 12:00 Noon, on the first day of each calendar month. **Rent is to be made payable to Ziedins Real Estate Company, at 8547 E. Arapahoe Rd. #J-582 Greenwood Village, CO 80112** during said term, or at such other places as may be designated by Landlord.

2. DELINQUENT RENT.

- a) In the event the rent and estimated prorated charges (see section 7), herein referred to as "rent", (including any additional rent and cam due hereunder) is not paid on or before the **fifth day** of the month when due, an amount equal to **ten percent** of that month's rent shall be added to such rent and shall be considered additional rent hereunder.
- b) The addition of such amount and the collection thereof shall not operate to waive any other rights of Landlord hereunder for nonpayment of rent or for any other reason.
- c) All costs, charges and expenses which tenant assumes, agrees or is obligated to pay to Landlord pursuant to this lease shall be deemed additional rent, and in the event of nonpayment Landlord shall have all the rights and remedies with respect thereto as is herein provided for in case of nonpayment of rent. Tenant covenants to pay the rent, additional rent and adjustment of rent as in this lease provided, when due.
- d) If a check is returned by Tenant's bank for any reason, there will also be a **\$60 Returned Check Charge** in addition to the full rent and late charges due.
- e) Tenant is aware that Landlord/agent will accept personal/business checks for rent payments as an accommodation to the Tenant; however, Tenant agrees that Landlord has the right to require payment by cashier's check or money order in cases of rent and cam payments made more than 5 days past the due date. Tenant also agrees that in the event of an insufficient funds check, all future rent payments must be made by cashier's check or money order.

I have read, understood, and agreed to all the terms listed on this page. (Initial) _____

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3. SECURITY DEPOSIT.

- a) Concurrently, with the execution of this lease, tenant has deposited with Landlord the sum of \$_____ as security for the payment by tenant of the rent herein agreed to by paid, and for the faithful performance of all the terms, conditions and covenants of this lease, Landlord shall have the right to use said deposit, or so much thereof as necessary, in payment of any rental in default as aforesaid and in reimbursement of any expense incurred by Landlord and in payment of any damages incurred by Landlord by reason of tenant's default; or at the option of Landlord, the same may be retained by Landlord. In such event, on written demand of Landlord, tenant shall forthwith remit to Landlord a sufficient amount in cash to restore said deposit to its original amount. In the event said deposit has not been utilized as aforesaid, said deposit, or as much thereof as has not been utilized for said purposes, shall be refunded to tenant, without interest, upon full performance of this lease by tenant within **60 days** of expiration of lease.
- b) Landlord shall have the right to co-mingle said deposit with other funds of Landlord. Landlord may deliver the funds deposited herein by tenant to any purchaser of Landlord's interest in the leased premises in the event such interest is sold, and Landlord shall thereafter be discharged from further liability with respect to such deposit. Said deposit shall not be considered as liquidated damages, and if claims of Landlord exceed said deposit, tenant shall remain liable for the balance of such claims.
- c) Tenant shall **not** have the right to apply the Security Deposit in payment of the last month's rent, unless prior written consent has been given by the Landlord.

4. LIABILITY INSURANCE.

- a) Tenant shall provide and maintain public liability insurance and property damage insurance in standard form with bodily limits of **\$500,000** as to any one person and **\$1,000,000** as to more than one person in any one accident with property damage limits of **\$50,000**. Tenant shall furnish Landlord annually with a **Certificate of Insurance** and shall name Landlord as an additional insured on said Certificate.
- b) Tenant shall not hold or attempt to hold Landlord liable for any injury or damage, either proximate or remote, occurring through or caused by any repairs, alterations, injury or accident to adjacent premises or other parts of the premises not herein demised, or by reason of the negligence or default of other person or persons; nor shall tenant hold or attempt to hold Landlord liable for any injury or damage occasioned by defective electric wiring, or the breakage or stoppage of plumbing or sewerage upon the premises or upon adjacent premises, whether said breakage or stoppage results from freezing or otherwise.

5. CONDITION OF PREMISES.

- a) Tenant shall not store or display items outside of the leased premises. The outside area is specifically intended for parking, loading and unloading for the leased premises. All dumpsters and other forms of trash receptacles shall be kept inside the leased premises at all times except on regularly scheduled pickup days.
- b) Tenant shall keep the stairways, doorways, loading areas and public areas adjoining the leased premises clean and free from ice, snow, litter, dirt, debris, and obstructions; and tenant shall collect and dispose of trash in a timely and orderly manner. In the event tenant fails to provide the aforesaid outside housekeeping services to the extent that Landlord is of the opinion that such failure by tenant is or may be the cause of annoyance to other tenants of Landlord, Landlord, shall notify tenant of tenant's failure to provide adequate outside housekeeping services. If tenant fails to take prompt action to correct such condition, Landlord may provide such services; and tenant shall pay to Landlord the cost of said services promptly upon demand by Landlord.
- c) Tenant shall keep the improvements upon the premises, including the sewer connections, plumbing, wiring and glass in good repair at tenant's expense. Tenant shall neither permit or cause the premises or the walls or floors thereof, to be endangered by overloading nor permit or cause the premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous.
- d) Tenant shall not make alterations or changes in, upon or about the premises without first obtaining written permission of Landlord, which permission shall not be unreasonably withheld.
- e) Tenant shall use the premises solely for the purposes of operating a _____. Tenant shall not use or permit the premises to be used for any other purposes whatsoever without the prior written consent of the Landlord.
- f) Tenant covenants to comply with all lawful orders, regulations, building codes and requirements issued by federal, state, county or municipal governments, or any department or division thereof, insofar as the same are applicable to tenant's possession and occupancy of the leased premises. Tenant shall not use

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the premises for any unlawful, improper or questionable purposes whatsoever, and shall keep the premises in a clean and sanitary condition.

- g) Tenant shall neither permit nor cause any disorderly conduct, noise, or nuisance whatsoever about the premises which would have tendency to annoy or disturb the tenants of adjacent premises.
- h) It is understood and agreed that if the nature of the tenant's business conducted in the leased premises makes it necessary for any modifications, tenant shall comply with the applicable requirements, orders, codes and regulations and make the necessary modifications at tenant's expense. Such modifications must have the prior written approval of the Landlord. At the end of the lease term, tenant shall restore premises to original conditions and remove any and all such modifications if requested by Landlord.
- i) The premises shall be made available to tenant at the commencement of the lease term in a clean condition with all work completed and/or necessary repairs having been made. If for any reason the premises shall not be ready or available for occupancy at the commencement of the lease term, this lease shall nevertheless continue in full force and effect; and tenant shall have no right to rescind, cancel or terminate the same. Landlord shall not be liable for damages, if any, sustained by tenant on account of failure to obtain possession at the date specified for commencement of the term herein, and in such event the rent for the premises shall not commence until the premises are available and ready for occupancy. Occupancy of the premises by tenant shall be deemed acceptance of the leased premises by tenant in good suitable condition and acknowledgment of completion in full accordance with the provisions hereof unless otherwise agreed to by Landlord and tenant.
- j) At the expiration of this lease, tenant shall surrender and deliver up the premises in a good order and condition as when the same was entered upon, ordinary wear and tear excepted. It is mutually agreed that **90 days** prior to the expiration of this lease, tenant and Landlord will negotiate a renewal. If for any reason a lease renewal cannot be executed, tenant will allow Landlord to post "lease availability" signs in tenant's window and allow Landlord to show prospective tenants the premises at any time during normal business hours.

6. REPAIRS.

- a) Landlord shall make and pay for all repairs and maintenance to the roof, exterior walls (except doors, glass or other breakable materials) and foundations. Tenant shall give written notice to Landlord of repairs to be made by Landlord as aforesaid, and Landlord shall promptly make such repairs, subject to delays caused by strikes; fires; accidents; acts of God; orders of military, civil, or governmental authority; or any other causes beyond the control of Landlord.
- b) Tenant shall be required to make and pay for any such repairs or maintenance that becomes necessary by reason of the act of negligence of tenant, its agents, licensees, servants, employees or customers. Tenant agrees to make and pay for all other repairs and maintenance to the leased premises, including, but not limited to the following: the floors, heating and air conditioning systems, sewer connections, plumbing, wiring, all glass and plate glass, doors and window and door frames, including garage doors. Tenant at its expense shall cause the interior of the premises to be redecorated whenever deemed necessary by tenant. Tenant shall make and pay for all repairs caused by breaking and entering, burglary, or vandalism.
- c) Tenant shall not install any air conditioning equipment in or on the demised premises without first obtaining the prior written consent of Landlord, which consent will not be unreasonably withheld.

7. PRORATED OPERATING EXPENSES.

- a) Tenant agrees to pay as an additional charge, a prorated portion of the gross expense of **Common Area Maintenance, Utilities, Insurance, and Taxes**, required in connection with the operation of the building in which the leased premises are located. Such expenses shall be computed on percentage of the square footage of the leased premises to the total square footage of all the building(s) in the complex. It is agreed that tenant shall pay all assessments for above named charges levied against the premises during the term of this lease. Additional charges resulting from this clause shall in no event be construed as rent.
- b) On a monthly basis, Tenant shall remit to Landlord an estimated prorated charge with each rent payment under the terms described in section 1A & 1B. Rent will be considered late under provision 1B if the monthly estimated prorated charge is not included with the concurrent monthly rent payment.
 - i) Estimated prorated charges will be determined by Landlord and will be in part based upon the previous period's actual prorated charges in addition to any other estimates the Landlord deems appropriate.

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- ii) The Landlord, at his discretion, will periodically calculate the actual prorated charges and bill the tenant. At such time the tenant will be given credit for the accumulated estimated prorated charges paid to Landlord for that period, no interest payments will be credited to Tennant. If the collected estimated prorated charges are in excess of the actual prorated charges, a credit will be provided to the tenant for the overpayment. The tenant will be billed for the deficiency if the collected estimated charges are less than the actual charges. Tenant shall remit to Landlord full payment of Tenant's unpaid prorated charges within **10 days** of receipt of bill.
- c) Common Area Maintenance Charges resulting from repairs, maintenance, replacement, and services, required in the connection with the operation of the above said building(s) parking lots, driveways, signs, landscaping, and other common area, including, but not limited to, snow removal, cleaning, sweeping, striping, pavement repair and resurfacing.
 - i) **Utilities**
 - (1) Tenant shall not allow electricity, gas or water to be disconnected by any means (including nonpayment of bill).
 - (2) Water and sewer rents, and electric charges are levied against each building. When more than one tenant occupies a building, these rents will be divided among the tenants, based upon tenant's percentage of the total leased space in the building.
 - (3) In the event that it becomes apparent to Landlord that tenant is using more water and sewer services than is represented by tenant's percentage of the total leased space in the building, Landlord shall adjust each tenant's share of water and sewer rents to provide for an equitable apportionment of said rents.
 - ii) **Insurance**
 - (1) Landlord shall obtain and keep in force during the term of this lease a policy or policies of insurance covering loss or damage to the building occupied by tenant, as heretofore identified, excluding the personal property of tenant and fixtures and leasehold improvements installed by tenant, providing protection against the perils included within the classification of fire and extended coverage.
 - (2) It is understood and agreed that in the event that the premium or premiums for the insurance coverage identified in paragraph 6(c) above shall be increased for any premium year during the term of this lease or any extension thereof, tenant shall pay each year his prorata share of the increase for said year to Landlord. In the event such premium increase shall be the result of tenant's occupancy, an act or omission of tenant, the tenant shall pay the full premium increase caused thereby.
 - iii) **Taxes**
 - (1) Real estate taxes and special assessments shall be computed on the building(s) named above. Landlord shall determine the total real estate tax applicable to each building from the County Treasurer's Real Estate Tax Notice.
 - (2) It is understood and agreed that in the event that the real estate tax attributable to the building occupied by tenant, as computed in paragraph 6(d) above, shall be increased in any year during the term of this lease or any extension thereof, tenant shall pay each year his prorata share of the increase for said year to Landlord.
 - (3) In addition to the foregoing, tenant shall be liable for all taxes levied against all personal property and trade fixtures placed by tenant in or about the lease premises.

8. RULES AND REGULATIONS.

- a) No signs, notices, advertisements or other inscriptions shall be placed upon the exterior of the premises by tenant without written permission of Landlord, except that all existing signs and inscriptions are deemed approved.
- b) Tenant's employee and customer parking is authorized in the parking area adjacent to and directly in front of the leased premises. There is no overnight parking of non-operational vehicles. All vehicles that are on the lot must be in operating condition, which includes a functional engine, tires and current tags. Landlord shall have the right, from time to time, to establish, modify and enforce reasonable rules and regulations with respect to the parking area, and tenant agrees to abide by and conform to said rules and regulations.
- c) These rules and regulations may be added to or amended from time to time at Landlord's discretion. Such reasonable additions or amendments shall become effective when reduced to writing and communicated to tenant.

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9. SUBLETTING.

- a) Tenant shall have the right to sublet all or part of the premises with the written consent of Landlord, provided that tenant shall remain primarily liable for the payment of rent and for the performance of the covenants contained herein, for the balance of any term. Landlord consent will not be unreasonably withheld.

10. RENEWAL AND HOLDING OVER.

- a) It is mutually agreed that if after the expiration of the lease, tenant may remain in possession of said premises, and continue to pay rent without written agreement as to such possession, then tenant shall be regarded as a tenant from month to month at a monthly rental, payable in advance, at a rate of **150%** of the last monthly installment hereunder, and subject to all the terms and provisions of this lease.

11. DEFAULT.

- a) It is expressly understood and agreed by the parties hereto, that if the rent above reserved, or any part hereof, shall be in arrears, or if default shall be made in any of the covenants or agreements herein contained which are to be kept by tenant, it shall and may be lawful for Landlord to declare said term ended, and enter into the premises, or any part thereof, either with or without process of law, and tenant or any person or persons occupying the same, to expel, remove, and to put out, using such force as may be necessary in so doing, without being liable to prosecution or in damages therefore, and the premises again to repossess and enjoy as in the first and former estate of Landlord. And, if at any time said term shall be ended as aforesaid or in other way, tenant hereby covenants and agrees to surrender and deliver up the premises peaceably to Landlord, immediately upon the termination of said term and if tenant shall remain in the possession of the same after the termination thereof, tenant shall be deemed guilty or forcible detainer of said premises under the Statute, hereby waiving all notice, and shall be subject to eviction and removal, forcibly or otherwise, with or without process of law, as above stated. The remedies of Landlord herein shall be in addition to all other remedies allowed by law.
- b) Should Landlord elect to re-enter it may either terminate this lease or it may from time to time, without terminating this lease, relet said premises. Upon each such reletting, all rentals and other sums received by Landlord from such reletting shall be applied first, to the payment of debt other than rent due Landlord; second, to costs and expenses of reletting; third, to past due payment of future rent as the same may become due and payable hereunder. No such entry or taking possession of said premises by Landlord shall be construed as an election on its part to terminate this lease unless a written notice of such intention be given to tenant or unless the termination thereof be decreed by a court of competent jurisdiction.
- c) Tenant will be charged a **\$60 fee** for each time the Landlord or an Agent of the Landlord has to travel to the premises for the specific purpose of posting legal notices, meeting with law enforcement, government officials, lock smith, utility companies, or any other reasons pertaining to the violation of this lease by the tenant, the tenant's employees, tenant's customers or anyone else associated with the tenant.

12. INSOLVENCY.

- a) This lease is made by and between the parties hereto with the express understanding and agreement that, in the event tenant becomes insolvent, or is declared bankrupt, then, in either event, Landlord may declare this lease ended, and all rights to tenant hereunder shall thereupon terminate and cease.

13. ABATEMENT.

- a) It is agreed that if, during the term of this lease, the leased premises shall be so damaged by fire or other casualty, not arising from the fault or negligence of the tenant, or those in its employ, so that the premises shall thereby be rendered unfit for use or occupancy, then the rent herein reserved or a just proportionate part thereof, according to the nature and extent of the damage which has been sustained, shall be abated until the premises shall have been duly repaired and restored, which work of repair and restoration shall be done with all reasonable diligence.
- b) In case the premises shall be substantially destroyed, so that the premises are not repaired or restored within 120 days, the rent shall be abated in accordance with paragraph 6(a) provided, however, the Landlord or tenant shall have the right to cancel this lease and end the term hereof, and all further obligations upon the part of either party hereto, shall cease and the estate hereby created shall thereupon terminate.

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14. ATTORNEY'S FEES.

- a) In the event the Landlord finds it necessary to employ attorneys for the purpose of collecting any sums due hereunder, then the Landlord shall be entitled to recovery of all reasonable costs incurred in collection, including attorney's fees.

15. SUBORDINATION.

- a) This lease is subject and subordinate to all present mortgages or Deeds of Trust affecting the real estate on which the building is located and the building of which the leased premises forms a part, and to all renewals or extensions thereof, and to any mortgage or Deed of Trust which may hereafter be executed affecting the same; provided, however, that such transactions shall not affect tenant's right to occupy the premises if tenant is not in default hereunder.

16. AMENDMENT OR MODIFICATION OF LEASE.

- a) Tenant and Landlord acknowledge and agree that each has not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of this lease shall be valid or binding unless expressed in writing and signed by the parties hereto.

17. SEVERABILITY.

- a) Should any provision of this lease be declared invalid by any present or future laws effective during the term of lease or by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

18. SUCCESSORS AND ASSIGNS.

- a) Except as otherwise provided in paragraph 8 hereof, the terms and conditions of this lease shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

19. SALE OF TENANT BUSINESS.

- a) In the event that the tenant and guarantor becomes a minority business owner in said business per this lease, the new majority owner(s) are hereby obligated to sign as tenant and guarantor. Landlord must be notified promptly of said event.

20. GENERAL PROVISIONS.

- a) This Agreement, together with any written agreement executed simultaneously herewith, contains the entire Agreement between the parties and shall not be changed, modified, or discharged in whole or in part except by an agreement in writing signed by Landlord/agent and by Resident(s). **THERE ARE NO ORAL UNDERSTANDINGS**, terms or conditions, and neither party has relied upon any representations, express or implied, not contained in this Agreement or in written agreement, if any, executed simultaneously therewith.

21. Additional Provisions.

- a) _____

IN WITNESS WHERE OF, the parties have hereunto set their hands and seals this January 17, 2002 agreeing to all conditions and terms listed herein.

TENANT:

By: _____ Date: _____
Name:
Address:

Phone:

TENANT:

By: _____ Date: _____
Name:
Address:

Phone:

GUARANTY

Each of the undersigned signs this Agreement as guarantor(s) and as such jointly and severally guarantees the payment of the sums due under this Lease in the manner and form as in the Lease provided and does further jointly and severally guarantee the performance of all of the terms, covenants, and conditions herein contained in the manner and form as provided for in this Lease as agreed to be performed by tenant.

GUARANTOR:

By: _____ Date: _____
Name:
Address:

Phone:

LANDLORD:

By: _____ Date: _____
Ziedins Real Estate:
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