

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of **June** ____, **2018**, by and between, **Community Reach Center Foundation, Inc.** ("Landlord") and **School District 27J**, ("Tenant"). The following exhibits and attachments are incorporated into and made a part of the Lease: Exhibit A (Legal Description of Project); Exhibit B (Depiction of Premises).

1. Basic Lease Information.

a. "Building" shall mean the building located at **1850 E. Egbert St. Brighton, CO 80601**. "Rentable Square Footage of the Building" is deemed to be 73,957 square feet.

b. "Premises" The Premises is known as Suite(s) G20, G50, G60, 120, 130 and 140. The "Rentable Square Footage of the Premises" is deemed to be ~~22,397~~ square feet. Landlord and Tenant stipulate and agree that the Rentable Square Footage of the Building and the Rentable Square Footage of the Premises are correct.

c. "Base Rent":

Term	Annual Rate per Square Foot
Commencement Date – 12 Months (Year 1)	\$222,263.00
Year 2	\$223,970.00
Year 3	\$223,970.00
Year 4	\$223,970.00
Year 5	\$223,970.00

d. "Term": The Term shall commence on the date Tenant first takes occupancy of the Premises and commences its business operations after the completion of the Tenant Improvement Work (as defined in the Work Letter) (the "Commencement Date") and unless terminated early, or unless extended through Tenant's exercise of its Option to Extend, in accordance with this Lease, the Lease will end **60 Months** from the Commencement Date (the "Termination Date").

e. Guarantor(s)": None.

f. Permitted Uses": General office, meeting, test kitchen and classroom use.

g. "Notice Address(es)":

Landlord: Community Reach Center NPO	Tenant: School District 27J
Attn: Christi Mecillas, CFO	Attn: Terry Lucero
1870 West 122 nd Ave. Westminster, CO 80234	18551 E. 160 th Ave Brighton, CO

With a copy to:

h. "Business Day(s)" are Monday through Friday of each week, exclusive of New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day and Christmas ("Holidays"). Landlord may designate additional Holidays that are commonly recognized by other office buildings in the area where the Building is located. "Building Service Hours" are 7:00 a.m. to 10:00 p.m., on Business days and 7:00 a.m. to 1:00 p.m. on Saturdays, except on Holidays.

i. Lease Grant: The Premises are hereby leased to Tenant from Landlord, together with the right to use any portions of the Property that are designated by Landlord for the common use of tenants and others (the "Common Areas").

j. The terms "Property" or "Project" as those terms are used in this Lease shall mean the real property on which the Building is located and which is described on Exhibit B.

2. Lease Grant. The Premises are hereby leased to Tenant from Landlord, together with the right to use any portions of the Property that are for the common use of tenants and others such as common lobbies, elevators, bathroom, stair cases, hallways and parking lots (the "Common Areas"). The ability to use the parking lots is more precisely addressed in section 7.b. of this Lease.

3. Possession.

a. Tenant may take possession of the Premises on the Commencement Date.

b. The Premises are accepted by Tenant in "as is" condition and configuration without any representations or warranties by Landlord except as otherwise addressed in the Work Letter and as otherwise stated in this section 4.b). By taking possession of the Premises, Tenant agrees that the Premises are in good order and satisfactory condition. Landlord shall not be liable for a failure to deliver possession of the Premises or any other space due to the holdover or unlawful possession of such space by another party, however Landlord shall use reasonable efforts to obtain possession of the Premises. The Commencement Date for the Premises, in such event, shall be postponed until the date Landlord delivers possession of the Premises to Tenant free from

occupancy by any party. If Tenant takes possession of the Premises before the Commencement Date, such possession shall be subject to the terms and conditions of this Lease and Tenant shall pay Rent (defined in Section 4.a.) to Landlord for each day of possession before the Commencement Date. However, except for the cost of services requested by Tenant, Tenant shall not be required to pay Rent for any days of possession before the Commencement Date during which Tenant, with the approval of Landlord, is in possession of the Premises for the sole purpose of performing improvements or installing furniture, equipment or other personal property. Landlord represents and warrants that Landlord has received no notice of any environmental contamination of the Property or of any hazardous materials on the Property (as that term hazardous materials is defined under Federal law), nor is Landlord otherwise aware of any such contamination or hazardous materials on the Property.

4. Rent.

a. Except for the Landlord credits to Tenant contemplated by section 4.b. of this Lease, Tenant shall pay to Landlord, without deduction, setoff, prior notice, or demand, one twelfth of the Base Rent (the "Base Monthly Rent"), payable in advance on the first day of each calendar month during the Lease Term. The obligations of Tenant to pay Base Monthly Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. If the Lease Term commences on a date other than the first day of a calendar month, the Base Monthly Rent for that month shall be prorated on a per diem basis and be paid to Landlord on or before the Commencement Date.

b. Tenant shall pay as additional rent each year the amount, if any, by which the Tenant's Proportionate Share of Operating Costs during each Operating Year of the Lease Term exceed **base rent** One Hundred Fifty Five Thousand Eight Hundred Eighty Three Dollars and 12/100ths (\$155,883.12) dollars ("Operating Cost Rent"). Tenant's Proportionate Share of Operating Costs is **fraction** (30.28%) percent. Landlord may make a good faith estimate of the Operating Cost Rent to be due by Tenant for any Operating Year or part thereof during the Lease Term. During each Operating Year or partial Operating Year of the Lease Term after the initial Operating Year, Tenant shall pay to Landlord, in advance concurrently with each monthly installment of Base Monthly Rent, an amount equal to the estimated Operating Cost Rent for such Operating Year divided by twelve. Landlord estimates that the Operating Cost Rent for the full initial Operating Year of this Lease is zero (\$0.0). From time to time, Landlord may estimate and re-estimate the Operating Cost Rent to be due by Tenant and deliver a copy of the estimate or re-estimate to Tenant. Thereafter, the monthly installments of Operating Cost Rent payable by Tenant shall be appropriately adjusted in accordance with the estimations so that, by the end of the Operating Year in question, Tenant shall have paid all of the Operating Cost Rent as estimated by Landlord. Any amounts paid based on such an estimate shall be subject to adjustment as herein provided when actual Operating Costs are available for each Operating Year. By May 1 of each Operating Year, or as soon thereafter as practicable, Landlord shall furnish to Tenant a statement of the actual Operating Costs for the previous year (the "Operating Costs Statement"). If Tenant's payments of estimated Operating Cost Rent for the year covered by the Operating Costs Statement exceed Tenant's Proportionate Share of such items as indicated in the Operating Costs Statement, then Landlord shall promptly credit or reimburse Tenant for such excess; likewise, if Tenant's estimated payments of Operating Costs for such

year are less than Tenant's share of such items as indicated in the Operating Costs Statement, then Tenant shall promptly pay Landlord such deficiency, notwithstanding that the Term has expired and Tenant has vacated the Premises. For purposes of this Lease (a) "Operating Costs" means and includes all costs of management, maintenance, and operation of the Project, including but not limited to the costs of cleaning, repairs, utilities, air conditioning, heating, plumbing, elevator, parking, landscaping, insurance, property taxes and special assessments, and all other costs which can properly be considered operating expenses but excluding costs of property additions (except additions and improvements made to the common areas of the Building in order to comply with any law hereafter promulgated by any governmental authority or any interpretation hereafter rendered with respect to any existing law), alterations for tenants, leasing commissions, advertising, depreciation, interest, income taxes and administrative costs not specifically incurred in the management, maintenance and operation of the Project; and (b) "Operating Year" means a year beginning January 1 and ending December 31. Tenants with leases expiring or terminating prior to the end of the Operating Year shall be responsible for their portion of Operating Costs above the Operating Costs for the Base Year based on Landlord's estimate of Operating Costs.

5. Compliance with Laws, Use, Declarations.

a. The Premises shall be used only for **usage description**. Tenant shall use and maintain the Premises in a clean, careful, safe, lawful and proper manner and shall not allow within the Premises, any offensive noise, odor, conduct or private or public nuisance or permit Tenant's employees, agents, licensees or invitees to create a public or private nuisance or act in a disorderly manner within the Building or in the Project. Any statement as to the particular nature of the business to be conducted by Tenant in the Premises and uses to be made thereof by Tenant as set forth in Section 1.f hereof shall not constitute a representation or warranty by Landlord that such business or uses are lawful or permissible under any certificate or occupancy for the Premises, the Building, or the Project or are otherwise permitted by law. Tenant shall be responsible for compliance with the Americans with Disabilities Act within the Premises. Landlord shall be responsible for compliance with the American with Disabilities Act for that portion of the Project that is not the Premises.

b. Tenant shall, at Tenant's sole expense, (a) comply with all laws, orders, ordinances, and regulations of federal, state, county, and municipal authorities having jurisdiction over the Premises, (b) comply with any directive, order or citation made pursuant to law by any public officer requiring abatement of any nuisance or which imposes upon Landlord or Tenant any duty or obligation arising from Tenant's occupancy or use of the Premises or from conditions which have been created by or at the request or insistence of Tenant, or required by reason of a breach of any of Tenant's obligations hereunder or by or through other fault of Tenant, (c) comply with all insurance requirements applicable to the Premises and (d) indemnify and hold Landlord harmless from any loss, cost, claim or expense which Landlord incurs or suffers by reason of Tenant's failure to comply with its obligations under clauses (a), (b) or (c) above. If Tenant receives notice of any such directive, order, citation or of any violation of any law, order, ordinance, regulation or any insurance requirement, Tenant shall promptly notify Landlord in writing of such alleged violation and furnish Landlord with a copy of such notice. Tenant shall promptly provide Landlord with copies of any notices it

receives regarding an alleged violation of law. Tenant shall comply with all rules and commercially reasonable regulations adopted by Landlord from time to time that are not inconsistent with the terms of this Lease, including but not limited to rules and regulations for the performance of Alterations (defined in Section 9).

c. Landlord shall, at Landlord's sole expense, (a) comply with all laws, orders, ordinances, and regulations of federal, state, county, and municipal authorities having jurisdiction over the Building or the Property; (b) comply with any directive, order or citation made pursuant to law by any public officer requiring abatement of any nuisance or which imposes upon Landlord or Tenant any duty or obligation arising from Landlord's ownership of the Building or the Property or from conditions which have been created by or at the request or insistence of Landlord, or required by reason of a breach of any of Landlord's obligations hereunder or by or through other fault of Landlord; (c) comply with all insurance requirements applicable to the Building or the Property; and (d) indemnify and hold Tenant harmless from any loss, cost, claim or expense which Landlord incurs or suffers by reason of Landlord's failure to comply with its obligations under clauses (a), (b) or (c) above. If Landlord receives notice of any such directive, order, citation or violation of any law, order, ordinance, regulation or any insurance requirement, Landlord shall promptly notify Tenant in writing of such alleged violation and furnish Tenant with a copy of such notice. Landlord shall promptly provide Tenant with copies of any notices it receives regarding an alleged violation of law.

6. Security Deposit. Together with the execution of this Lease, Tenant has deposited **amount** (\$0000.00) dollars as the Security Deposit, for security of the faithful performance and observance by Tenant of the terms, conditions and provisions of this Lease, including without limitation the surrender of possession of the Premises to Landlord. Landlord will hold and maintain the Security Deposit as provided herein, in accordance with applicable law. If Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Security Deposit shall be returned to Tenant forty five (45) days after the Expiration Date and after delivery of the entire possession of the Premises to Landlord. In the event of a sale of the Property or the Building or leasing of the Building, Landlord shall have the obligation to transfer the Security Deposit to the vendee or lessee, who shall assume Landlord's obligations with respect thereto.

7. Building.

a. Landlord shall furnish Tenant with the following services: (a) water for use in the Building lavatories; (b) customary heat, ventilation or air conditioning, as appropriate, in such amounts as customarily and seasonally provided to tenants occupying comparable space in a comparable project during Building Service Hours; (c) standard janitorial service in common areas; (d) elevator service in the Building; (if applicable) (e) electricity in accordance with the terms and conditions in Section 7.02; (t)electric lighting for Common Areas of the Project; (g) snow removal in parking areas; and (h) such other services as Landlord reasonably determines are necessary or appropriate for the Project. All services referred to in this Section 7.01 shall be provided by Landlord and paid for by Tenant as part of Tenant's Pro Rata Share of Operating Expenses.

b. Landlord shall furnish Tenant with parking in accordance with Landlord's parking ratio calculation of 6 parking spots per one thousand (1000) square feet of rentable square footage (the "Building Parking Ratio") so that Landlord shall furnish tenant with 18 parking spaces. Landlord will not furnish any other tenant in the Building with any more parking than permitted by the Building Parking Ratio. The number of parking spots set forth in this Agreement shall, unless otherwise specifically agreed by Landlord, be used in common with the other tenants, in such locations as may be designated by Landlord from time to time, all subject to Landlord's rules and regulations from time to time adopted. Tenant agrees that (a) the use by Tenant, or by Tenant's agents, employees, contractors or invitees of the parking facilities does not create a bailment; (b) the use of the parking facilities is at the user's own risk; (c) Landlord shall not be responsible in any manner for any damage or loss to the vehicles or other personal property of Tenant or of Tenant's agents, employees, contractors or invitees; and (d) Landlord shall have the right to tow any vehicle wrongfully parked in the parking facilities. .

c. Electricity used by Tenant in the Premises shall, at Landlord's option, be paid for by Tenant either: (a) through inclusion in Expenses (except as provided for excess usage); (b) by a separate charge payable by Tenant to Landlord if Landlord causes the electricity supplier to install a utility meter to the Property that meters Tenant's use of electricity in the Premises ; or (c) by separate charge billed by the applicable utility company and payable directly by Tenant if Landlord causes the electricity supplier to install a utility meter to the Property that meters Tenant's use of electricity in the Premises. Without the consent of Landlord, Tenant's use of electrical service shall not exceed, either in voltage, rated capacity, use beyond Building Service Hours or overall load, which Landlord reasonably deems to be standard for the Building. Landlord shall have the right to measure electrical usage by commonly accepted methods. If it is determined that Tenant is using excess electricity, Tenant shall pay Landlord for the cost of such excess electrical usage as Additional Rent. Tenant shall not install any electrical equipment requiring special wiring unless approved in advance by Landlord. At no time shall use of electricity in the Premises exceed the capacity of existing feeders and risers to or wiring in the Premises. Any risers or wiring to meet Tenant's excess electrical requirements shall, upon Tenant's written request, be installed by Landlord, at Tenant's sole cost, if, in Landlord's reasonable judgment, the same are necessary and shall not (i) cause permanent damage or injury to the Project, the Building or the Premises, (ii) cause or create a dangerous or hazardous condition, (iii) entail excessive or unreasonable alterations, repairs or expenses or (iv) interfere with or disturb other tenants or occupants of the Project.

d. Landlord's failure to furnish, or any interruption, diminishment or termination of services due to the application of Laws, the failure of any equipment, the performance of repairs, improvements or alterations, utility interruptions or the occurrence of an event of Force Majeure (defined in Section 26.03) (collectively a "Service Failure") shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement.

e. Landlord shall, at Landlord's sole cost and expense provide: a) a Building standard directory listing in the main lobby of the Building; and c) Building standard suite entry signage on the door to the Premises or adjacent to the entry to the Premises. Landlord shall, at Tenant's sole cost and expense provide: signage on exterior monument. Any change

to the exterior, directory listing or the suite entry signage after initial installation shall be at Tenant's cost and expense.

8. Leasehold Improvements. All Alterations made by Tenant to the Premises after the Commencement Date without the consent of the Landlord (collectively, "Alterations") shall remain upon the Premises at the end of the Term without compensation to Tenant. Without limiting the generality of the foregoing, Alterations do not include any tenant finish installed by Landlord or Landlord's contractors. Landlord, however, by written notice to Tenant at least 30 days prior to the Termination Date, may require Tenant, at its expense, to remove any Alterations that, in Landlord's reasonable judgment, are of a nature that would require removal and repair costs that are materially in excess of the removal and repair costs associated with standard office improvements (collectively referred to as "Required Removables"). The designated Required Removables shall be removed by Tenant before the Termination Date. Tenant shall repair damage caused by the installation or removal of Required Removables. If Tenant fails to perform its obligations in a timely manner, Landlord may perform such work at Tenant's expense. Tenant, at the time it requests approval for a proposed Alteration, may request in writing that Landlord advise Tenant whether the Alteration or any portion of the Alteration is a Required Removable. Within 20 days after receipt of Tenant's request, Landlord shall advise Tenant in writing as to which portions of the Alteration are Required Removables.

9. Repairs and Alterations.

a. Tenant shall periodically inspect the Premises to identify any conditions that are dangerous or in need of maintenance or repair. Tenant shall promptly provide Landlord with notice of any such conditions. Tenant shall, at its sole cost and expense, perform all maintenance and repairs to the Premises that are not Landlord's express responsibility under this Lease, and keep the Premises in good condition and repair, reasonable wear and tear excepted. Tenant's repair and maintenance obligations include, without limitation, repairs to: (a) floor covering; (b) interior partitions; (c) doors; (d) the interior side of demising walls; (e) electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant (collectively, "Cable"); (f) supplemental air conditioning units, kitchens, including hot water heaters, plumbing, and similar facilities exclusively serving Tenant; and (g) Alterations. To the extent Landlord is not reimbursed by insurance proceeds, Tenant shall reimburse Landlord for the cost of repairing damage to the Building caused by the acts of Tenant, Tenant Related Parties (defined in Section 13 of this Lease) and their respective contractors and vendors. If Tenant fails to make any repairs to the Premises for more than 15 days after notice from Landlord (although notice shall not be required in an emergency), Landlord may make the repairs, and Tenant shall pay the reasonable cost of the repairs, together with an administrative charge in an amount equal to 10% of the cost of the repairs.

b. Landlord shall keep and maintain in good repair and working order and perform maintenance upon the: (a) structural elements of the Building; (b) mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building in general; (c) Common Areas; (d) roof of the Building; (e) exterior windows of the Building; and (f)

elevators serving the Building. Landlord shall promptly make repairs for which Landlord is responsible.

c. Tenant shall not make alterations, repairs, additions or improvements or install any Cable (collectively referred to as "Alterations ") without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (a "Cosmetic Alteration"): (a) is of a cosmetic nature such as painting, hanging pictures and installing carpeting; (b) is not visible from the exterior of the Premises or Building; (c) will not affect the Building; and (d) does not require work to be performed inside the walls or above the ceiling of the Premises. Cosmetic Alterations shall be subject to all the other provisions of this Section 9.03. Prior to starting work, Tenant shall furnish Landlord with plans and specifications; names of contractors reasonably acceptable to Landlord (provided that Landlord may designate specific contractors with respect to Building); required permits and approvals; evidence of contractor's and subcontractor's insurance in amounts reasonably required by Landlord and naming Landlord as an additional insured; and any security for performance in amounts reasonably required by Landlord. Changes to the plans and specifications must also be submitted to Landlord for its approval. Alterations shall be constructed in a good and workmanlike manner using materials of a quality reasonably approved by Landlord. Tenant shall reimburse Landlord for any sums paid by Landlord for third party examination of Tenant's plans for non-Cosmetic Alterations. In addition, Tenant shall pay Landlord a fee for Landlord's oversight and coordination of any non-Cosmetic Alterations equal to 10% of the cost of the Alterations. Upon completion, Tenant shall furnish "as-built" plans for non-Cosmetic Alterations, completion affidavits and full and final waivers of lien. Landlord's approval of an Alteration shall not be deemed a representation by Landlord that the Alteration complies with Law.

10. Entry by Landlord. Landlord may enter the Premises to inspect, show or clean the Premises or to perform or facilitate the performance of repairs, alterations or additions to the Premises or any portion of the Building. Except in emergencies or to provide Building services, Landlord shall provide Tenant with reasonable prior verbal notice of entry and shall use reasonable efforts to minimize any interference with Tenant's use of the Premises. If reasonably necessary, Landlord may temporarily close all or a portion of the Premises to perform repairs, alterations and additions. However, except in emergencies, Landlord will not close the Premises if the work can reasonably be completed on weekends and after Building Service Hours. Entry by Landlord shall not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent.

11. Assignment and Subletting.

a. Except in connection with a Permitted Transfer (defined in Section 11.c.), Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a "Transfer") without the prior written consent of Landlord, which consent may not be unreasonably withheld. Any attempted Transfer in violation of this Section is voidable by Landlord. In no event shall any Transfer, including a Permitted Transfer, release or relieve Tenant from any obligation under this Lease.

b. Tenant shall provide Landlord with financial statements for the proposed transferee, a fully executed copy of the proposed assignment, sublease or other Transfer documentation and such other information as Landlord may reasonably request. Within 15 Business Days after receipt of the required information and documentation, Landlord shall either: (a) consent to the Transfer by execution of a consent agreement in a form reasonably designated by Landlord; or (b) notify Tenant that Landlord has refused to consent to the Transfer and provided Tenant with Landlord's reason for Landlord's rejection of the Transfer.

c. Tenant may assign this Lease to a successor to Tenant by purchase, merger, consolidation or reorganization (an "Ownership Change") or assign this Lease or sublet all or a portion of the Premises to an Affiliate without the consent of Landlord, provided that all of the following conditions are satisfied (a "Permitted Transfer"): (a) Tenant is not in Default; (b) in the event of an Ownership Change, Tenant's successor shall own substantially all of the assets of Tenant and have a net worth which is at least equal to Tenant's net worth as of the day prior to the proposed Ownership Change; (c) the Permitted Use shall remain the same; and (d) Tenant shall give Landlord written notice at least fifteen (15) Business Days prior to the effective date of the Permitted Transfer. Tenant's notice to Landlord shall include information and documentation evidencing the Permitted Transfer and showing that each of the above conditions has been satisfied. If requested by Landlord, Tenant's successor shall sign a commercially reasonable form of assumption agreement. "Affiliate" shall mean an entity controlled by, controlling or under common control with Tenant.

12. Liens. Tenant shall not permit mechanics' or other liens to be placed upon the Property, Premises or Tenant's leasehold interest in connection with any work or service done or purportedly done by or for the benefit of Tenant or its transferees (other than work directed by Landlord). Tenant shall give Landlord notice at least fifteen (15) days prior to the commencement of any work in the Premises to afford Landlord the opportunity, where applicable, to post and record notices of non-responsibility. Tenant, within ten (10) days of notice from Landlord, shall fully insulate Landlord from risk from any lien by settlement, by any commercially reasonable means which include bonding or insuring over the lien in the manner prescribed by the applicable lien Law, or by escrowing one hundred and fifty percent (150%) of the amount of such claimed lien until such claimed liens expire by operation of law. If Tenant fails to do so, Landlord may bond, insure over or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord, including, without limitation, reasonable attorneys' fees.

13. Waiver of Claims. Tenant hereby waives all claims against and releases Landlord and its officers, directors, employees, and Mortgagees (defined in Section 23) and agents (the "Landlord Related Parties") from all claims for any injury to or death of persons, damage to property or business loss in any manner related to (a) Force Majeure, (b) acts of third parties, (c) the bursting or leaking of any tank, water closet, drain or other pipe, (d) the inadequacy or failure of any security services, personnel or equipment, or (e) any matter not within the reasonable control of Landlord. "Tenant Related Parties" shall mean Tenant's officers, directors, employees, representatives, contractors, licensees, and agents.

14. Insurance. Tenant shall maintain the following insurance ("Tenant's Insurance"):
(a) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of \$1,000,000.00; (b) Workers' Compensation Insurance in amounts required by Law; and (c) Tenant shall be responsible for maintaining insurance to cover its personal property, trade fixtures within the Premises. Any company writing Tenant's Insurance shall have an A.M. Best rating of not less than A-VIII. All Commercial General Liability Insurance policies shall name the Landlord as an additional insured. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least 30 days' advance written notice of any cancelation, termination, material change or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises, and thereafter as necessary to assure that Landlord always has current certificates evidencing Tenant's Insurance.

15. Subrogation. Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes of action against the other for any loss or damage with respect to Tenant's property, Leasehold Improvements, the Building, the Premises, or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

16. Casualty Damage.

a. If all or any portion of the Premises becomes untenable by fire or other casualty to the Premises (collectively a "Casualty"), Landlord, with reasonable promptness (but in any event not less than ninety (90) days after the casualty, shall cause a general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required using standard working methods to Substantially Complete the repair and restoration of the Premises and any Common Areas necessary to provide access to the Premises ("Completion Estimate"). If the Completion Estimate indicates that the Premises or any Common Areas necessary to provide access to the Premises cannot be made tenantable within one hundred and twenty (120) days from the date the repair is started, then either party shall have the right to terminate this Lease upon written notice to the other within ten (10) days after receipt of the Completion Estimate. Tenant, however, shall not have the right to terminate this Lease if the Casualty was caused by the negligence or intentional misconduct of Tenant or any Tenant Related Parties. In addition, Landlord, by notice to Tenant within ninety (90) days after the date of the Casualty, shall have the right to terminate this Lease if: (1) the Premises have been materially damaged and there is less than one (1) year remaining in the Extension Period from the date of the Casualty; (2) any Mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (3) a material uninsured loss to the Building occurs.

b. If this Lease is not terminated, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, restore the Premises and Common Areas. Such restoration shall be to substantially the

same condition that existed prior to the Casualty, except for modifications required by Law or any other modifications to the Common Areas deemed desirable by Landlord. Upon notice from Landlord, Tenant shall assign to Landlord (or to any party designated by Landlord) all property insurance proceeds payable to Tenant under Tenant's Insurance with respect to any Leasehold Improvements performed by or for the benefit of Tenant; provided if the estimated cost to repair such Leasehold Improvements exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, the excess cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's commencement of repairs. Within 15 days of demand, Tenant shall also pay Landlord for any additional excess costs that are determined during the performance of the repairs. Landlord shall not be liable for any inconvenience to Tenant, or injury to Tenant's business resulting in any way from the Casualty or the repair thereof. Provided that Tenant is not in Default, during any period of time that all or any portion of the Premises is rendered untenable as a result of a Casualty, the Rent shall abate for the portion of the Premises that is untenable and not used by Tenant.

17. Condemnation. Either party may terminate this Lease if any material part of the Premises is taken or condemned for any public or quasi-public use under Law, by eminent domain or private purchase in lieu thereof (a "Taking"). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Building or Property which would have a material adverse effect on Landlord's ability to profitably operate the remainder of the Building. The terminating party shall provide written notice of termination to the other party within forty five (45) days after it first receives notice of the Taking. The termination shall be effective on the date the physical taking occurs. If this Lease is not terminated, Base Rent and Tenant's Pro Rata Share shall be appropriately adjusted to account for any reduction in the square footage of the Building or Premises. All compensation awarded for a Taking shall be the property of Landlord. The right to receive compensation or proceeds is expressly waived by Tenant, however, Tenant may file a separate claim for Tenant's property and Tenant's reasonable relocation expenses, provided the filing of the claim does not diminish the amount of Landlord's award. If only a part of the Premises is subject to a Taking and this Lease is not terminated, Landlord, with reasonable diligence, will restore the remaining portion of the Premises as nearly as practicable to the condition immediately prior to the Taking.

18. Events of Default. Each of the following occurrences shall be a "Default": (a) Tenant's failure to pay any portion of Rent when due, if the failure continues for three (3) days after written notice to Tenant ("Monetary Default"); (b) Tenant's failure (other than a Monetary Default) to comply with any term, provision, condition or covenant of this Lease, if the failure is not cured within 10 days after written notice to Tenant provided, however, if Tenant's failure to comply cannot reasonably be cured within ten (10) days, Tenant shall be allowed additional time (not to exceed sixty (60) days) as is reasonably necessary to cure the failure so long as Tenant begins the cure within ten (10) days and diligently pursues the cure to completion; (c) Tenant or any Guarantor becomes insolvent, makes a transfer in fraud of creditors, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts when due or forfeits or loses its right to conduct business; (d) the leasehold estate is taken by process or operation of Law; or (e) Tenant is in default beyond any notice and cure period under any other lease or sublease or agreement with Landlord at the Building or Property. If Landlord provides Tenant with notice of Tenant's failure to comply with any specific provision of this Lease on two (2) separate

occasions during any twelve (12) month period, Tenant's subsequent violation of such provision shall, at Landlord's option, be an incurable Default by Tenant. All notices sent under this Section shall be in satisfaction of, and not in addition to, notice required by Law.

19. Remedies. Upon Default, Landlord shall have the right, at Landlord's option, to elect to do any one or more of the following without further notice or demand to Tenant: (a) terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and, if Tenant fails to so surrender, Landlord shall have the right, without notice, to enter upon and take possession of the Premises and to expel or remove Tenant and its effects without being liable for prosecution or any claim for damages therefor; and Tenant shall, and hereby agrees to, indemnify Landlord for all loss and damage which Landlord suffers by reason of such termination, including damages in an amount equal to the total of (1) the costs of recovering the Premises and all other expenses incurred by Landlord in connection with Tenant's default; (2) the unpaid Rent earned as of the date of termination; (3) the total Rent which Landlord would have received under this Lease for the remainder of the Term, less the greater of any rent actually received by Landlord from a replacement Tenant or, in a scenario in which the Landlord fails to reasonably mitigate its damages from a Default by Tenant, the rent Landlord should have received from a market rate replacement tenant, and (4) all other sums of money and damages owing by Tenant to Landlord; or (b) enter upon and take possession of the Premises without terminating this Lease and without being liable to prosecution or any claim for damages therefor, and, if Landlord elects, re-let the Premises on such terms as Landlord deems advisable, in which event Tenant shall pay to Landlord on demand the cost of repossession, renovating, repairing and altering the Premises for a new tenant or tenants and any deficiency between the Rent payable hereunder and the rent paid under such re-letting; provided, however, that Tenant shall not be entitled to any excess payments received by Landlord from such re-letting. Landlord's failure to re-let the Premises shall not release or affect Tenant's liability for Rent or for damages; or (c) enter the Premises without terminating this Lease and without being liable for prosecution or any claim for damages therefor and maintain the Premises and repair or replace any damage thereto or do anything for which Tenant is responsible hereunder. Tenant shall reimburse Landlord immediately upon demand for any expenses which Landlord incurs in thus effecting Tenant's compliance under this Lease, and Landlord shall not be liable to Tenant for any damages with respect thereto.

20. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) SHALL BE LIMITED TO THE LESSER OF (A) THE INTEREST OF LANDLORD IN THE PROPERTY, OR (B) THE EQUITY INTEREST LANDLORD HAS IN THE PROPERTY. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD OR ANY LANDLORD RELATED PARTY. NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY, AND IN NO EVENT SHALL LANDLORD OR ANY LANDLORD RELATED PARTY BE LIABLE TO TENANT FOR ANY LOST PROFIT, DAMAGE TO OR LOSS OF BUSINESS OR ANY FORM OF SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD AND THE

MORTGAGEE(S) WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES (DEFINED IN SECTION 23 BELOW), NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT.

21. Relocation. Landlord, at its expense, at any time before or during the Term, may relocate Tenant from the Premises to space of reasonably comparable size and utility ("Relocation Space") within the Building or adjacent buildings within the same project upon 60 days' prior written notice to Tenant. From and after the date of the relocation, the Base Rent and Tenant's Pro Rata Share shall be adjusted based on the rentable square footage of the Relocation Space. Landlord shall pay Tenant's reasonable costs of relocation, including all costs for moving Tenant's furniture, equipment, supplies and other personal property.

22. Holding Over. If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, without the written consent of the Landlord, occupancy of the Premises after termination shall be that of a tenancy at sufferance. Tenant's occupancy shall be subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to one hundred and fifty (150%) of the sum of the Base Rent and Additional Rent due for the period immediately preceding the holdover. No holdover by Tenant or payment by Tenant after the termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. If Landlord is unable to deliver possession of the Premises to a new tenant or to perform improvements for a new tenant as a result of Tenant's holdover and Tenant fails to vacate the Premises within fifteen (15) days after notice from Landlord, Tenant shall be liable for all damages that Landlord suffers from the holdover. If Tenant remains in possession of the Premises at the termination of this Lease with the written permission of the Landlord, then the terms of such consensual holdover will be addressed in such writing.

23. Subordination to Mortgages; Estoppel Certificate. Tenant accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently affecting the Premises, the Building or the Property, and to renewals, modifications, refinancing's and extensions thereof (collectively referred to as a "Mortgage"). The party having the benefit of a Mortgage shall be referred to as a "Mortgagee". This clause shall be self-operative, but upon request from a Mortgagee, Tenant shall execute a commercially reasonable subordination agreement in favor of the Mortgagee. As an alternative, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. Upon request, Tenant, without charge, shall attorn to any successor to Landlord's interest in this Lease. Landlord and Tenant shall each, within 10 days after receipt of a written request from the other, execute and deliver a commercially reasonable estoppel certificate to those parties as are reasonably requested by the other (including a Mortgagee or prospective purchaser). Without limitation, such estoppel certificate may include a certification as to the status of this Lease, the existence of any defaults and the amount of Rent that is due and payable.

24. Notice. All demands, approvals, consents or notices (collectively referred to as a "notice") shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested or sent by overnight or same day courier service at the party's respective

Notice Address(es) set forth in Section 1.h. Each notice shall be deemed to have been received on the earlier to occur of actual delivery or the date on which delivery is refused, or, if Tenant has vacated the Premises or any other Notice Address of Tenant without providing a new Notice Address, 3 days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address (other than to a post office box address) by giving the other party written notice of the new address.

25. Surrender of Premises. At the termination of this Lease or Tenant's right of possession, Tenant shall remove Tenant's property from the Premises, and quit and surrender the Premises to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear and damage which Landlord is obligated to repair hereunder excepted. If Tenant fails to remove any of Tenant's property within 2 days after termination of this Lease or Tenant's right to possession, Landlord, at Tenant's sole cost and expense, shall be entitled (but not obligated) to remove and store Tenant's property. Landlord shall not be responsible for the value, preservation or safekeeping of Tenant's property. Tenant shall pay Landlord, upon demand, the expenses and storage charges incurred. If Tenant fails to remove Tenant's property from the Premises or storage, within 30 days after notice, Landlord may deem all or any part of Tenant's property to be abandoned and title to Tenant's property shall vest in Landlord.

26. Miscellaneous.

a. This Lease shall be interpreted and enforced in accordance with the Laws of the state of Colorado. If any term or provision of this Lease shall to any extent be void or unenforceable, the remainder of this Lease shall not be affected. If there is more than one Tenant or if Tenant is comprised of more than one party or entity, the obligations imposed upon Tenant shall be joint and several obligations of all the parties and entities, and requests or demands from any one person or entity comprising Tenant shall be deemed to have been made by all such persons or entities. Notices to any one person or entity shall be deemed to have been given to all persons and entities. Tenant represents and warrants to Landlord that each individual executing this Lease on behalf of Tenant is authorized to do so on behalf of Tenant and that Tenant is not, and the entities or individuals constituting Tenant or which may own or control Tenant or which may be owned or controlled by Tenant are not, among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists.

b. If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Lease, the prevailing party shall be entitled to all of its costs and expenses, including, without limitation, reasonable attorneys' fees. Landlord and Tenant hereby waive any right to trial by jury in any proceeding based upon a breach of this Lease. Either party's failure to declare a default immediately upon its occurrence, or delay in taking action for a default, shall not constitute a waiver of the default, nor shall it constitute an estoppel.

c. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant (other than the payment of the Security Deposit or Rent), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts,

civil disturbances and other causes beyond the reasonable control of the performing party (“Forced Majeure”).

d. Landlord shall have to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Building and Property.

e. Landlord has delivered a copy of this Lease to Tenant for Tenant's review only and the delivery of it does not constitute an offer to Tenant or an option. Tenant shall indemnify and hold Landlord and the Landlord Related Parties harmless from all claims of any brokers (other than the broker mentioned in Section 1 of this Lease) claiming to have represented Tenant in connection with this Lease.

f. Time is of the essence with respect to Tenant's obligations under this Lease. The expiration of the Term, whether by lapse of time, termination or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or termination of this Lease.

g. Tenant may peacefully have, hold and enjoy the Premises, subject to the terms of this Lease, provided Tenant pays the Rent and fully performs all of its covenants and agreements. This covenant shall be binding upon Landlord and its successors only during its or their respective periods of ownership of the Building.

h. This Lease does not grant any rights to light or air over or about this Building. Landlord accepts and reserves exclusively to itself any and all rights not specifically granted to Tenant under this Lease. This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Premises, including all lease proposals, letters of intent and other documents. Neither party is relying upon any warranty, statement or representation not contained in this Lease. This Lease may be modified only by a written agreement signed by an authorized representative of Landlord and Tenant.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement to be effective as of the date first set forth above.

LANDLORD: Community Reach Center Foundation, Inc

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

TENANT: School District 27J

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

EXHIBIT A
(Legal Description)

PARCEL B:

A PART OF PLOT "A", BRIGHTON GARDENS, AND A PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 8; THENCE SOUTH 00 DEGREES 13 MINUTES WEST, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 8, A DISTANCE OF 1,110.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE NORTH RIGHT-OF-WAY LINE OF EGBERT STREET; THENCE NORTH 89 DEGREES 57 MINUTES 30 SECONDS WEST, A DISTANCE OF 298.3 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE EAST RIGHT-OF-WAY LINE OF 18TH AVENUE; THENCE NORTH 00 DEGREES 15 MINUTES EAST, A DISTANCE OF 200.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE OF 18TH AVENUE; THENCE SOUTH 89 DEGREES 57 MINUTES 30 SECONDS EAST, A DISTANCE OF 435.60 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES WEST, A DISTANCE OF 200.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EGBERT STREET; THENCE NORTH 89 DEGREES 57 MINUTES 30 SECONDS WEST, A DISTANCE OF 137.30 FEET TO THE TRUE POINT OF BEGINNING;

COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPTING FROM PARCEL B THAT PORTION DESCRIBED AS FOLLOWS:

A PART OF PLOT "A", BRIGHTON GARDENS, AND A PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 8; THENCE SOUTH 00 DEGREES 13 MINUTES WEST, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 8, A DISTANCE OF 1,110.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE NORTH RIGHT-OF-WAY LINE OF EGBERT STREET; THENCE NORTH 89 DEGREES 57 MINUTES 30 SECONDS WEST, A DISTANCE OF 173.3 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 00 DEGREES 15 MINUTES EAST 200.00 FEET PARALLEL TO THE EAST RIGHT-OF-WAY LINE OF 18TH AVENUE; THENCE SOUTH 89 DEGREES 57 MINUTES 30 SECONDS EAST A DISTANCE OF 217.80 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES WEST A DISTANCE OF 200.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EGBERT STREET; THENCE NORTH 89 DEGREES 57 MINUTES 30 SECONDS WEST 44.50 FEET TO THE TRUE POINT OF BEGINNING,

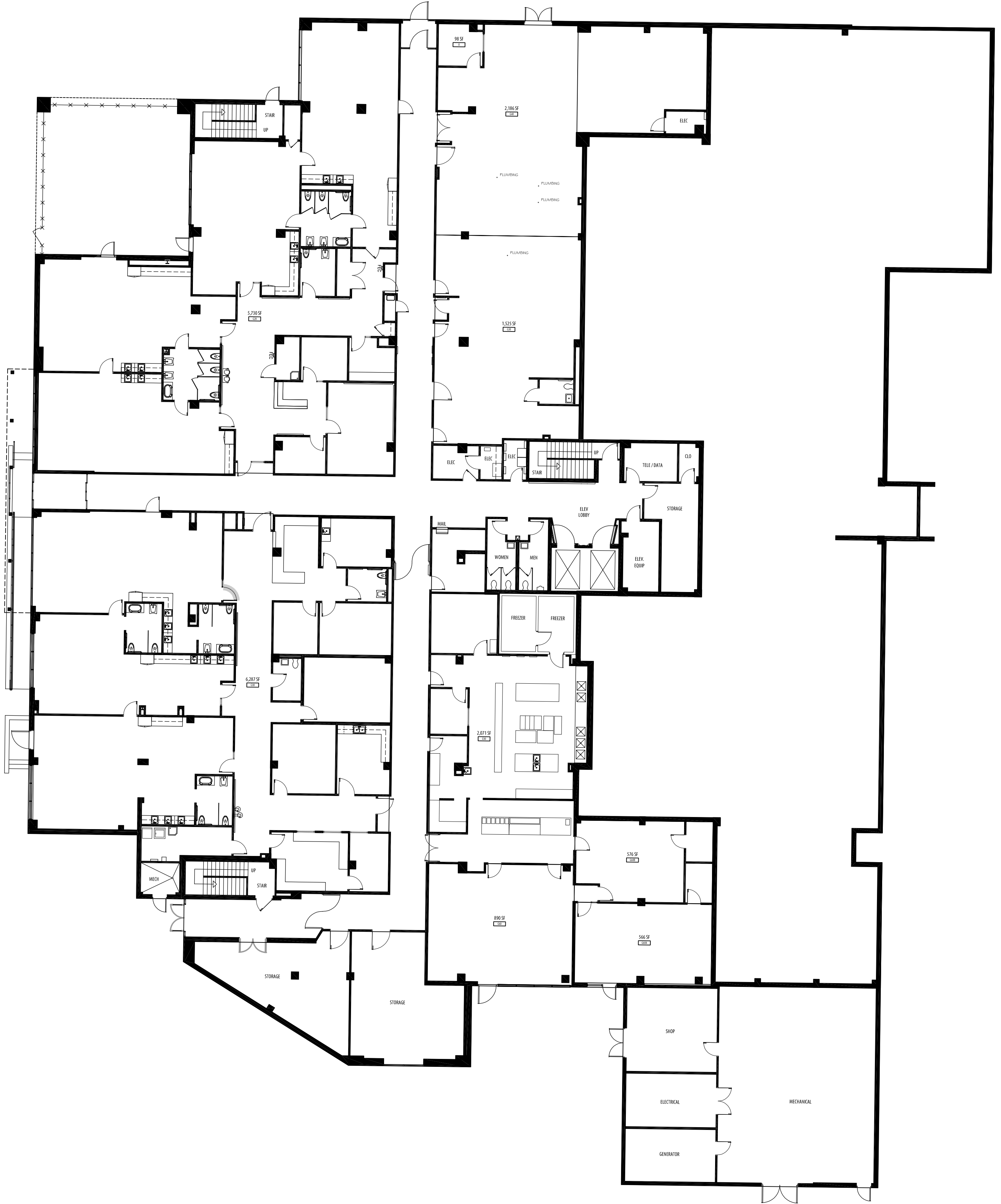
COUNTY OF ADAMS, STATE OF COLORADO.

ALSO EXCEPTING FROM PARCEL B THAT PORTION DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 SOUTH,

RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 8; THENCE SOUTH 00 DEGREES 13 MINUTES 00 SECONDS WEST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 8, A DISTANCE OF 1,110.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EGBERT STREET; THENCE SOUTH 89 DEGREES 57 MINUTES 30 SECONDS EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF EGBERT STREET A DISTANCE OF 44.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 57 MINUTES 30 SECONDS EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 369.50 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 00 SECONDS EAST, 200.00 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 30 SECONDS WEST, 369.50 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 00 SECONDS WEST, A DISTANCE OF 200.00 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B
(Depiction of Premises)

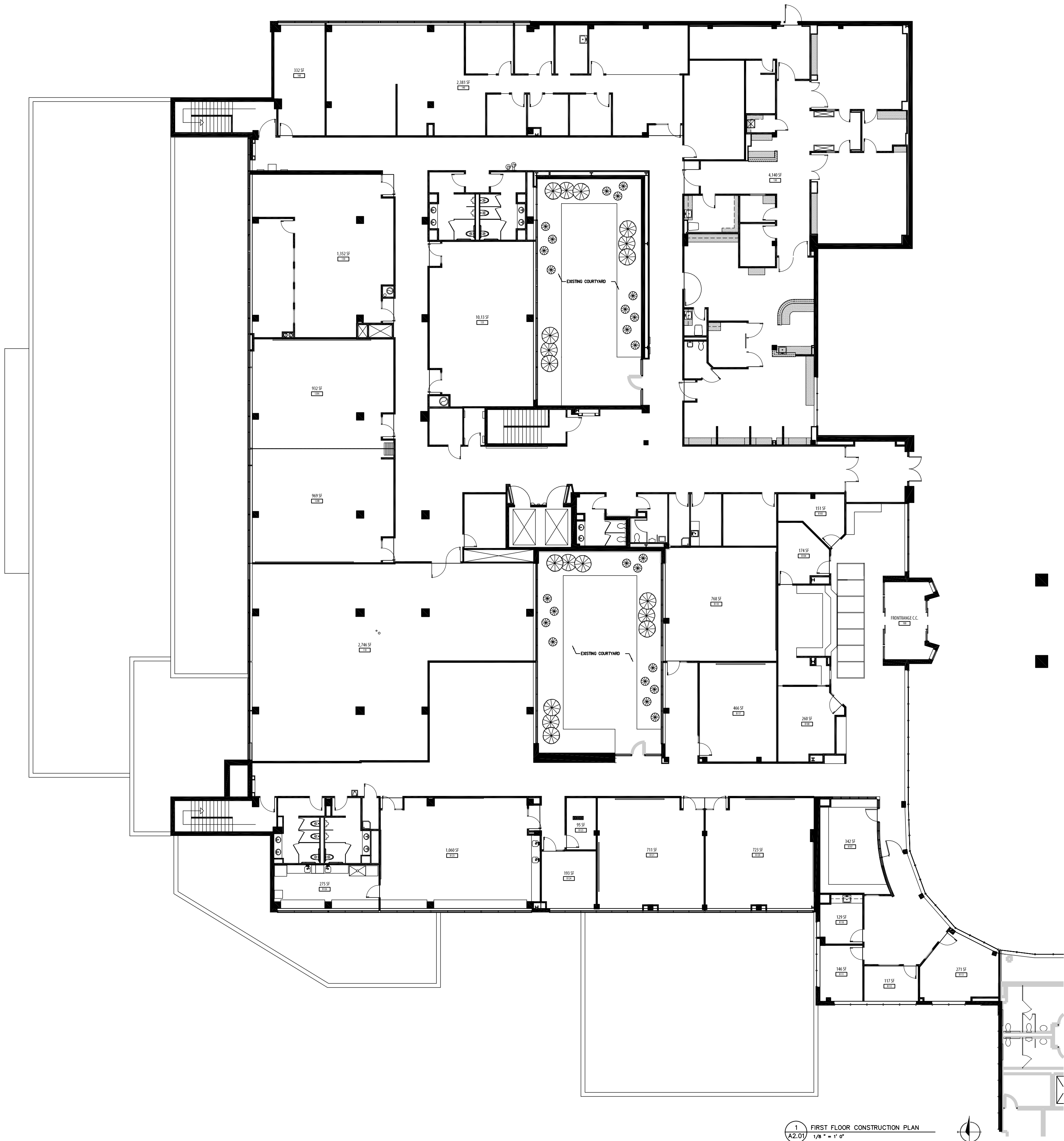


COMMUNITY REACH CENTER

1850 Egbert

Ground Floor
Not To Scale
April 29, 2016





1 FIRST FLOOR CONSTRUCTION PLAN
 A2.01 1/8" = 1'-0"

