

EXECUTIVE SUITE - COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT dated **November 29, 2017**, by and between , Muhr Professional Building II, LLC hereinafter called "LANDLORD", and **James** hereinafter called "TENANT".

WITNESSETH:

The LANDLORD does hereby lease to the TENANT and the TENANT does hereby take and hire from the LANDLORD, the following described real property situate in the County of El Paso and State of Colorado, to wit: that commercial space located at **7045 Campus Drive, Suite #203, #201 Colorado Springs, CO 80920**, (hereinafter referred to as the Leased Premises) upon the following expressed terms and conditions, to wit:

1. The term of this lease shall commence on **December 15th, 2017**, and shall continue for a period of **12 months** thereafter, expiring on **December 15th, 2018**.
2. The TENANT agrees to pay the LANDLORD **\$1890.00 monthly** as rent for the Leased Premise, for a 12-month period, ending December 15th, 2018, payable on the 1st of each month.

See special conditions – p.6

3. The TENANT expressly covenants and agrees to use the Leased Premises for the following purpose:

Business office for **Global Occupier Services** and for no other purpose whatsoever without the prior written consent of the LANDLORD to such change in use of the Leased Premises.

4. This lease may not be assigned or the Leased Premises sublet during the term of the lease without the prior written consent of the LANDLORD to such assignment or subletting; provided, however, that consent to assignment of this lease or subletting of the Leased Premises shall not be unreasonably withheld by the LANDLORD if such assignment shall be to a financially responsible assignee, and provided, further, that the assignee shall, in consideration of such consent, become personally responsible for the performance of the lease and no assignment hereof shall relieve the original TENANT of personal responsibility herein.

5. The LANDLORD shall pay all real property taxes for the Leased Premises during the term of the lease and the TENANT shall pay all personal property taxes accruing during the term of this lease for personal property owned by the TENANT and kept on the leased premises.

6. All utilities used on the Leased Premises during the term of this lease shall be paid for by the LANDLORD. Tenant shall pay for telephone services. LANDLORD agrees to carry sufficient fire and extended coverage insurance on the Leased Premises during the term of this lease to cover the cost of rebuilding or repairing the Leased Premises in the event of total or partial destruction thereof. The TENANT agrees to carry and maintain general liability insurance for the Leased Premises in such amount and with such company as the LANDLORD and TENANT may agree upon during the term of this lease.

7. The LANDLORD shall be responsible for the exterior maintenance of the Leased Premises during the term of this lease, and the maintenance of any parking lot facility contiguous thereto which is used in conjunction with the Leased Premises. All maintenance, repairs, alterations or additions to the interior of the Leased Premises shall be made by the TENANT; provided, however, that all replacement or major repairs to the plumbing, heating or electrical systems on the Leased Premises, which are not necessitated by the negligence of the TENANT, shall be paid for by the LANDLORD.

8. The LANDLORD may enter upon and inspect the Leased Premises, with proper prior notification, at all reasonable times during the term hereof.

9. All improvements placed upon the Leased Premises of a permanent nature by the TENANT shall be and become the property of the LANDLORD at the expiration of this lease, and the LANDLORD shall be under no obligation to reimburse the TENANT for any sums of money so expended in making permanent improvements on the Leased Premises; provided, however, that at the expiration of the term of this lease the TENANT shall be entitled to remove the following items installed or to be installed on the Leased Premises by the TENANT, and the provision of this paragraph shall not be construed to prevent the removal of said items, to wit: None.

10. Should the Leased Premises be destroyed or rendered uninhabitable through no act or fault of the TENANT, either by fire, act of God, or otherwise, then the Lease may be forthwith terminated by the TENANT, at his option, unless the LANDLORD, at his own expense, shall reconstruct said Leased Premises and render it suitable for the TENANT'S business within a period of ninety days, it being understood by the parties hereto that the rentals shall be suspended during the period of time when said Leased Premises are rendered uninhabitable and unusable for the TENANT'S business.

11. The TENANT promises and agrees that if default be made in the payment of rents or in the performance of any other conditions of this lease, that this lease may be forthwith terminated at the election of the LANDLORD and that the TENANT will immediately surrender and deliver up possession of the Leased Premises to the LANDLORD upon receiving written notice from the LANDLORD of the breach of conditions of this lease and the election of the LANDLORD to so terminate the lease. In the event of such default by the TENANT, then the LANDLORD, besides other rights or remedies he may have, shall have the immediate right of re-entry and the right to remove all persons and property from the Leased Premises at the expense of the TENANT. Should the LANDLORD

elect to re-enter, as herein provided, or should he take possession pursuant to legal proceedings or pursuant to any notice provided for by law, he may either terminate this lease, or he may, from time to time, without terminating this lease, re-let or re-lease the Leased Premises or any part thereof for such amount of rental and upon such terms and conditions as the LANDLORD, in his sole discretion and judgment, may deem advisable, and he may make such alterations, improvements and repairs to the Leased Premises as he may deem advisable. No such re-letting or re-leasing of the Leased Premises by the LANDLORD, under the circumstances set forth in this paragraph, shall be construed as an election on the LANDLORD'S part to terminate or cancel this lease, unless a written notice of such termination or cancellation is mailed by the LANDLORD to the TENANT at the address of the Leased Premises, nor shall such re-letting or re-leasing relieve the TENANT from liability to the LANDLORD for any and all damages, of whatsoever type or nature, which the LANDLORD may have or will suffer or incur as a result of the TENANT'S breach of any of the terms, covenants, provisions and conditions herein contained. Notwithstanding any such re-letting or re-leasing without termination of this lease by the LANDLORD, the LANDLORD may at any time thereafter elect to terminate the lease for such previous breach of the TENANT. In the event, it should become necessary for the LANDLORD to employ an attorney to enforce any of the provision hereof, or to enforce any of them in legal proceedings, LANDLORD shall be entitled to recover of TENANT his costs in such behalf expended, plus a reasonable attorney's fee. The Following shall be deemed to be events of default by Tenant under this Lease: (i) Tenant shall fail to pay when due Rent or any other payment required pursuant to this Lease; (ii) Tenant shall fail to comply with any term, provision or Covenant of this Lease, other than the payment of Rent, and the failure is not cured within ten days after written notice to Tenant; (iii) Tenant shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency laws or admit that it cannot meet its financial obligations as they become due; or a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant; or Tenant shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or (iv) Tenant shall do or permit to be done any act which results in a lien being filed against the Premises. If any Event of Default occurs, Landlord shall have the sole discretion to:

- (i) Continue this Lease in full force and effect and collect, by legal proceedings, each installment of Rent and any other charges payable to Landlord hereunder at any time after the same become due; and to enforce, by legal proceedings, every term and provision of this Lease; or
- (ii) Re-enter the Suite and (i) terminate this Lease, or (ii) without terminating this Lease, re-let the Suite.

The foregoing remedies are cumulative and are not intended to be exclusive of any other remedies to which Landlord may be entitled at law or in equity, in case of any breach by Tenant of any provision of this Lease. The failure

of Landlord to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained as to future performance of the same or other covenant, condition or provision shall not be a waiver of Landlord's right to insist upon performance or exercise such right thereafter. Landlord shall have the option of pursuing any one or more remedies without notice or demand.

In the event Landlord, shall terminate the Lease, upon notice of such termination Tenant shall immediately cease to provide all services offered to Tenant herein. Tenant shall not request or consume any such service as of the date of the notice of termination.

Tenant agrees to reimburse Landlord for any expenditures made by it to re-let the office (s), including, but not limited to, remodeling and repair costs. Tenant, agrees to pay on demand the amount of all loss and damage which Landlord may suffer because of the termination of this Lease under this section, whether through inability to re-let the Suite on satisfactory terms, or otherwise.

12. In the event this lease is terminated because of the default of TENANT, it is understood and agreed that the LANDLORD shall be entitled to retain any advance rental deposit herein made, to partially compensate LANDLORD for damage suffered because of such default. Nothing herein contained shall be construed, however, as precluding the LANDLORD from recovering from TENANT any further or additional damages which he may have suffered because of such default of the TENANT as provided in paragraphs 11 and 12 hereof.
13. Upon expiration of the term of this lease, or any extension thereof, the TENANT agrees to surrender and deliver up possession of the Leased Premises to the LANDLORD in as good condition and repairs as the same are at this time, ordinary wear and tear excepted. In the event the Leased Premises shall be damaged beyond reasonable wear and tear; the TENANT agrees to immediately pay the LANDLORD such sum of money as shall be reasonably expended by the LANDLORD in restoring the Leased Premises to its former condition.
14. Should the TENANT continue in possession of the Leased Premises after the expiration of the lease, without a written extension or renewal hereof, such possession shall be on a month to month basis only and then at a monthly rate herein specified. **Holdover rate shall be \$3780.00 per month. (This is twice the original rental agreed on).**
15. The failure of LANDLORD to insist, in any one or more instances to exercise any option, privilege or right herein contained, shall in no way be construed to constitute a waiver, relinquishment or release of such obligations, covenants or agreements, and no forbearance by the

- LANDLORD of any default hereunder shall in any manner be construed as constituting a waiver of such default.
16. The LANDLORD *shall* keep the sidewalks in front of and around the Leased Premises free and clear of ice and snow and free from litter, dirt, debris and obstructions.
 17. If the TENANT shall be declared insolvent or bankrupt, or if any assignment of his property shall be made for the benefit of his creditors or others, or the TENANT'S leasehold interest herein shall be levied upon under execution, or taken by virtue of any writ of any Court of Law, or if a Trustee in Bankruptcy or a receiver is appointed for the property of the TENANT, then and upon the happening of any one of these events, the LANDLORD may, at his option, immediately, with or without notice, terminate and cancel this lease, and immediately retake possession of the Leased Premises without thereby occasioning any forfeiture of the obligations of the TENANT previously accrued under this lease.
 18. In the event, all or any of the Leased Premises shall be taken by right of eminent domain, or in the event the LANDLORD makes a conveyance of all or any part of the Leased Premises in lieu of taking by right of eminent domain, then this lease shall, at the option of the LANDLORD, cease and terminate. In such event, the TENANT shall not be required to make any further rental payments to the LANDLORD and the TENANT shall have the right to remove from the Leased Premises all furniture, machinery and fixtures set forth in Paragraph 9 hereof. In such event of a taking of all or part of the Leased Premises by right of eminent domain or a conveyance in lieu of such taking, the LANDLORD shall receive the entire award or price which the condemning or taking governmental authority will pay for the Leased Premises.
 19. This lease agreement is further subject to all special conditions which are contained on this lease in the appropriate space provided therefore.
 20. Wherever used herein, the singular shall include the plural, and the use of any gender shall be applicable to all genders.
 21. This lease shall bind and benefit alike the heirs, successors and assigns of the parties hereto.

SPECIAL CONDITIONS

All parties to this agreement should seek competent legal and financial advice prior to executing any final lease documents.

KEYS / CODES:

One entry key for the front door will be provided per office leased.

One entry key for the glass office door for suites #201, #203 will be provided.

One alarm code key will be provided accordingly.

1. **Security Deposit:** Tenant now, or has previously paid over to the Landlord under the terms of a previous lease between the parties, the sum of **\$3780.00** as a **SECURITY DEPOSIT** ensuring good and faithful compliance with the terms of this lease.
2. **Late Charge:** There shall be a late charge of **\$50 per day** from the first of the month for all payments received after the **7th of the month**.
3. **Insufficient Funds:** In addition to any late charge, there shall be a \$50.00 fee for any check submitted to the Landlord for any payment which is returned to Landlord's financial institution due to insufficient funds or which, for any reason is not honored when submitted for payment.
4. **Default Interest Rate:** In addition to the default provisions contained in Paragraphs. 11 through 14 of the main body of the lease, Tenant understands and agrees that interest shall accrue on all unpaid balances at a rate of 18% per annum.
5. **Notice to Vacate:** Tenant shall provide Landlord 60 day's prior written notice of its intent to vacate or remain in the leased premises upon the expiration of the term. If no notice is given, Landlord will assume Tenant intends to remain in the Leased Premises at the expiration of the lease term.
6. **Tenant Improvements:** Landlord shall provide the leased Premises in its "as is-all faults" condition unless otherwise noted herein: None

Improvements to the leased space, made by the Tenant, may only be performed after Tenant receives Landlord's prior written approval. All improvements made by the Tenant must conform to all applicable building codes, be done in a good, workmanlike manner by a contractor approved by Landlord and shall leave no liens on the subject Leased Premises when completed.
7. **Janitorial Service & Trash Removal:** Landlord shall provide its own janitorial services and trash removal.
8. **Phone and Data Service:** Tenant is advised to ascertain the availability of adequate phone and/or data service for Tenant's needs in the leased space. Unavailability of adequate phone and/or data service shall not be considered cause for a delay in the commencement date of the Lease or for non-payment of rent.
9. **Insurance:**

- a. Tenant must maintain a general Business Owner's Insurance Policy, to include general liability in the minimum amount of \$1,000,000 always during the term hereof. The insurance must name the Landlord as additional insured on the policy. Tenant must provide Landlord with a certificate of insurance evidencing said policy before moving into the leased space.
 - b. Landlord shall pay all fire and extended coverage insurance premiums for the subject Leased Premises each year as they become due. Landlord does not insure any of the Tenant's personal property or contents. Landlord does not insure or otherwise protect the Tenant from liability claims made by Tenant, Tenant's employees, invitees or guests.
10. **No Rental Off-set**: No dispute between Landlord and Tenant as to Landlord or Tenant obligations under this lease shall excuse the payment of rent or the faithful performance of the conditions of said lease by either party.
11. **Default**:
 - a. In addition to the default provisions and remedies above in this lease, in the event of a default by Tenant which requires the Landlord to serve a notice of default to Tenant, there shall be a \$50.00 charge in addition to Landlord's costs of service for each such service of notice, in addition to any other remedies contained herein.
 - b. Notwithstanding anything contained in the lease or these Special Conditions and stated to the contrary, should Tenant default on any of the terms of the lease, then at the time of default, Landlord shall be given a 1st lien upon all property of Tenant which shall come in the leased space, whether acquired by Tenant before or after the date hereof, to secure the payment of rent and the performance of each and every covenant herein contained, to be performed by Tenant.
 - c. Upon default by Tenant and failure to cure, Landlord, without notice or demand, may take possession of and sell such personal property without legal process of any kind, at a public or private sale, after one publication of a notice thereof in a daily newspaper published in El Paso County, Colorado, not less than 7 days before such sale. The proceeds of any such sale shall be applied first to the payment of expenses thereof, second to any accrued late payment fees and interest and third to the discharge of accrued or rent or other liabilities hereunder not paid. The balance, if any, shall be held for the account of the Tenant.
 - d. Tenant agrees to execute and record any financing statements and/or other documents necessary to perfect the record of the lien herein granted.
12. **Quiet Enjoyment**:

- a. Tenant agrees that, in occupying and using the Leased Premises, Tenant will not create, maintain, permit or allow to continue any public or private nuisance, will not commit or allow waste, and will comply fully with every applicable governmental and/or official law, statute, ordinance, rule and regulation.
 - b. Tenant acknowledges that the other Tenants in the Leased Premise's Building are entitled to the quiet enjoyment of their individual leased space. Tenant is asked to operate its business in such a manner so not to interfere with the other Tenant's right to quiet enjoyment.
 - c. Tenant acknowledges that the Leased Space and Premises is a non-smoking facility in its entirety.
13. **Special Waste:** Tenant understands that pursuant to applicable Federal, State or local law and rules, various forms of water or refuse are required to be disposed of separately from other waste due to the hazardous nature of such materials. This waste includes, but is not limited to, certain medical waste, waste from restaurants (such as grease and fruit rinds) and solvent waste.

Special waste shall be disposed of by Tenant, at Tenant's expense, in accordance with all applicable Federal, State or local laws and rules. If Tenant is producing and/or disposing of any special waste, Tenant shall notify Landlord immediately, in writing of the existence and disposal of such special waste, including the name of the waste hauler transporting and disposing of same.

14. **Hazardous Waste:** Due to prior or current uses of the property, the property may have hazardous materials, asbestos, biological or other items in the soil, water or building components, or elsewhere in areas that may or may not be accessible or noticeable. Such items may leak or otherwise be released. These various hazardous materials or building components may contain such items that have been, or may in the future, be determined to be hazardous, toxic or undesirable and may need to be specially treated or removed. Expert inspections may be necessary. Real estate agents have no expertise in the detection or correction of hazardous or undesirable items. It is the responsibility of the Landlord and the Tenant to ascertain whether or not any special inspections should be conducted along with the signing of the lease.

TENANT AGREES THAT IT SHALL NOT MAINTAIN, USE OR DISPOSE OF ANY HAZARDOUS MATERIALS ON THE LEASED PREMISES

15. **Zoning & Use:**
- a. It is Tenant's sole responsibility to confirm compliance of the leased premises for Tenant's proposed use, including but not limited to zoning, fire, health department regulations, building permits, business licenses, parking regulations and all other applicable governmental

rules and regulations. By signing this lease, Tenant confirms to its satisfaction, the acceptability of the Leased Premises as it conforms to the provisions of this paragraph.

- b. Failure of Tenant to comply with all applicable building and fire codes shall be cause for Landlord, at Landlord's sole discretion, to cancel this lease and retain all deposits tendered herewith and seek any additional damages called for in the event of default.

16. **Estoppel Certificate:**

Upon the written request of the Landlord, Tenant agrees to deliver to the Landlord, within 5 days of receipt of such request, a signed Estoppel Certificate certifying the following:

- a. That the lease is in full force and effect and has not been modified in any way;
- b. The date on which rent was last paid and the amount thereof;
- c. The amount of any security deposit held by the Landlord;
- d. That the Landlord is not in default on any of the lease terms;
- e. If Tenant claims any such Landlord default, the nature of such default;
- f. The commencement date and expiration date of the lease;
- g. If there is any option to renew the lease, the terms of said option.

Should Tenant fail to provide the Estoppel Certificate within the allotted time, Tenant hereby consents that the Landlord shall execute said document on Tenant's behalf.

17. **Entire Agreement:**

- a. This lease and special conditions attached hereto are the entire agreement. There are no oral or side agreements, or warranties by Landlord or Landlord's agent not set forth in this Lease or in the modifications, amendments, supplements, renewals or assignments of this Lease.
- b. This Agreement shall not be construed more strictly against either party by virtue of the fact that a contract may be more strictly construed against the party preparing the contract, it being understood and agreed that both Seller and Buyer have equally negotiated the provisions hereof and contributed substantially and materially to the preparation of this Agreement.

18. **Additional Provisions:**

OTHER SPACE/AMENITIES

*OFFICE AMENITIES IN EACH PROFESSIONAL OFFICE PER MONTH**

Use of secure mechanical room for file servers (if in-office use is not desired)	NC
Cleaning services in office (twice per week)	NC
Custom mahogany bookcases in all offices and secretarial areas	NC

Security system; locks on office doors, desk, credenza, bookcases, etc	NC
Price of office includes use of reception and lobby areas	NC

BUILDING AMENITIES

Fully furnished common areas with finest furniture & art work	NC
Customer/Visitor parking	NC
Comprehensive security system	NC
On site-property management	NC
Handicapped accessible	NC
Elevator	NC
Six spacious restrooms	NC
Soft classical music in restrooms, copy room, kitchen and lobby	NC
Out-door patios; gas grill & north lawn for social functions	NC
Showers/lockers	NC
Bicycle parking	NC
24 hour/ 7 day per week access	NC
Private Post Office Boxes available on site	NC

OPTIONS

Fully furnished office: credenza; drapes, artwork, mirror, book case, desks	NC
Conference Room Use: 18-hour monthly limit	NC
(Price is per professional office rented)	
Copy room (16 X 20) Price is .10 per page, if needed	

MISCELLANEOUS (Required) EXPENSES
PER MONTH

RENT

Preference for outside covered parking	NC
Taxes, insurance, utilities, maintenance (professional office, Suite 802, 807)	NC
Receptionist/Property Manager to meet/greet customers and visitors; Offer beverages; monitor security of building (\$179 mo for ea professional office rented— Not charged for secretary suites)	NC
Full kitchen: 13' X 13' Coffee, tea, refreshments, refrigerator, microwave, DW, Pantry (kitchen price is 39 per person--)	NC
Plants in all offices/bldg & maintained and guaranteed by MPB	NC
24 hr classical background music	NC

*PRICE OF NEW PROFESSIONAL OFFICE ALSO INCLUDES COMPLETE USE OF MARBLE ENTRY RECEPTIONIST AREA AND LOBBY AREAS: (Upper Level and Lower Level)

PROFESSIONAL OFFICE SPACE*

RENT PER MONTH

UPPER LEVEL SUITE 201, 201

\$ 1890.00

*Reception area 26 x 32:

Included in price of suite

Lobby areas 12 x 31 and 15 x 24:

Included in price of suite

TOTAL:

\$ 1890.00

TOTAL PER MONTH:

\$1890.00

TENANT **James**

LANDLORD **Shelly Muhr as Trustee of the
K & S Trust for
Muhr Professional Building II, LLC**

By: _____

By: _____

Address:

**Address: Muhr Professional Building II, LLC
7035 Campus Drive
Colorado Springs, Co 80920**

Phone:

Phone: 719-598-9877

Fax:

Fax: 719-598-3932

Email:

**Email: shellymuhr@msn.com
pm@muhrproperties.com**