1. Basic Lease Provisions

- The suite consists of amount rentable square feet. The monthly rent will be $TBD
- Monthly parking rate will be $35.00 for uncovered and $65.00 for the garage with a 30-day notice for any rate change.
- The base year for calculation of CAM charges will be year.
- The suites are rented in an "as is" condition (see 3.2)

1.1 Parties

This lease dated, for reference only, Date is made between Ariana 3 LLC (herein called "Landlord") and TBD (herein called "Tenant").

1.2 Premises and Building

Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord certain office space (herein called "Premises"), for the purposes of this Lease, to have an area of TBD square feet, rentable more or less, commonly known as Suite TBD at 90 Madison St., Denver, Colorado 80206.

1.3 Term

The term of this Lease shall commence at 12:00 o'clock noon on the First day of TBD, and end at 12:00 noon on the Last day TBD.

1.4 Use

Acupuncture subject to paragraph 7.

1.5 Base rent and increases

$TBD per month payable on 1st day of each month per paragraph 4.

1.6 Security deposit

$TBD per paragraph 5.

1.7 Tenant's share of operating expenses

TBD% as defined in section 6.

1.8 Building area

Total net rentable square feet of the building: 54,916.

2. Covenant To Perform

The Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed, and Tenant agrees that this Lease is made upon the condition of said performance.

3. Possession

3.1 Delivery

The premises are leased in an "As Is" condition, except as for items discussed in section 3.2.

3.2 Improvements

The premises are leased in "AS IS" condition.

4. Rent

4.1 Rate

Tenant agrees to pay Landlord as rental for the Premises, without prior notice or demand, the sum of $TBD payable in advance in monthly installments as follows:

All rent shall be paid to Landlord on or before the first day of the month of the term hereof, without deduction or offset, in lawful money of the United States of America, at the office of the Landlord or to such other person or at such other place as Landlord may from time to time designate in writing.

4.2 Renewal Option

There is no renewal option included in this lease.

4.3 Late Fees

If rent or other monetary sums due Landlord hereunder are paid later than the Fifth day of the month when due, a monthly late fee of seven percent of the amount due, or $25, whichever is greater, shall be due and payable by Tenant as additional rent.

5. Security Deposit

5.1 Security Deposit

Tenant has deposited with Landlord the sum $ TBD as Security for the full and faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent or late fees, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent, any other sum in default, including brokerage commissions and re-leasing the Premises, or any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage caused by the default. The security deposit shall not be considered as liquidated damages, and if claims of Landlord exceed the deposit, Tenant shall remain liable for the balance of such claims. Tenant waives all claims to interest on such deposit. Upon Tenant's release of the Premises and within 60 days after expiration of the Lease, Landlord shall return the remaining security deposit or any balance, together with its written explanation of the application of the funds, to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest). In the event of termination of Landlord's interest in this Lease, Landlord shall transfer the deposit to Landlord's successor in interest, giving notice to Tenant, and Tenant waives any claim to approve the transfer. Tenant agrees that, upon a transfer of the deposit, Landlord shall have no further liability to return or account for it.

6. Operating Expenses

Tenant shall pay to Landlord during the term of this Lease an amount equivalent to Tenant’s share of all operational expense above Tenants Base Allowance of year TBD actual expenses. Obligations for payments in excess of the Base Allowance are due and payable monthly on the same date as the Base Rent. Tenant’s monthly payment may be adjusted on a quarterly basis. If payments made by Tenant pursuant to this paragraph are less than or exceed the amounts shown in any statement, Tenant’s account will be adjusted to reflect the amounts due. All deficiencies are payable 30 days after the receipt of invoice and all credits will be applied by Landlord to the next installment of operational expense reimbursement. Concurrently, with the remittance of the prior year’s statement, or as soon thereafter as is reasonably possible, Landlord shall advise Tenant of the then current year’s estimate of operational expenses as well as the monthly payment due thereon. Any deficiencies in the monthly billings that may have accrued from either the commencement date of the Lease or the first day of the subsequent calendar year shall be due and payable 30 days after the receipt of an invoice to Tenant by Landlord.

6.1 Tenant’s Share

Tenant’s share is defined as the Tenant’s percentage (0.86%) multiplied by the total operational expenses for the current year, less Tenant’s base year allowance will the year 2001 actual expenses. Operational Expenses. Operational expenses is defined, for purposes of this Lease, to include all costs, incurred by Landlord in the operation of the Building and shall include:

- The operation, repair, maintenance, and replacement, in a neat, clean, safe, good order and condition of the Office Building, including but not limited to the following:

- The common areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, irrigation systems, common area lighting facilities, building exteriors, and roofs.
- All heating, air conditioning, plumbing, electrical systems, life safety equipment, telephone and other equipment used in common by, or for the benefit of, Tenants or occupants of the Building, including elevators, tenant directories, fire detection systems including sprinkler system maintenance and repair.
- Trash disposal, janitorial and security services.
- Any other service to be provided by Landlord that is elsewhere in the Lease stated to be an "Operating Expenses".
- The amount of real property taxes to paid by Landlord.
- The cost of water, sewer, gas, electricity, and other publicly mandated services to the Building.
- Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Building and accounting and a management fee attributable to the operation of the Building.
- Replacing and/or adding improvements mandated by any governmental agency and any repairs or removals necessitated thereby amortized over its useful life according to Federal income tax regulations or guidelines for depreciation thereof (including interest on the unamortized balance as is then reasonable in the judgments of Landlord's accountant(s)).
- Replacement of equipment or improvements that have a useful life for depreciation purposes according the Federal income tax guidelines of five (5) years or less, as amortized over such life including interest thereon.
- Any equipment, device or capital improvement incurred as a replacement of a labor saving measure or to reduce operation or maintenance expenses with respect to the Building, which costs are amortized over the useful life including interest thereon.

6.2 Exclusions

Operating Expenses shall not include the costs of replacements of equipment or improvements that have a useful life for Federal income tax purposes in excess of five years unless it is of the type described in paragraph 7 and 9 above, in which case their cost shall be included as above provided. Operating Expenses shall not include any expenses paid by any tenant directly or as to which Landlord is otherwise reimbursed by any third party, other tenants, or by insurance proceeds.

7. Use

Tenant shall use the Premises for <u>Type of Business</u> and related purposes and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord. Tenant shall not permit anything to be done or bring any materials into the Premises that would increase the existing rate of any fire or other insurance upon the Building or its contents, to affect or cause cancellation of any such insurance policy. Tenant shall use the Premises in compliance with governmental laws and regulations. Tenant shall not commit waste or allow any waste to be committed in or upon the Premises.

8. Compliance With Law

Tenant shall, at its sole cost, comply with all laws, ordinances and governmental rules and regulations now in force or that may hereafter be in force, and with the requirements of any board of fire insurance underwriters or any other similar bodies now or hereafter constituted, affecting the condition, use or occupancy of the Premises, excluding changes not related to Tenant's improvements or acts.

9. Alterations Or Additions

Tenant shall not make or allow any alterations to the Premises without the written consent of Landlord. Any alterations made to the Premises at the expense of Tenant, including, but not limited to, wall covering, paneling and built-in cabinet work, but excluding movable furniture not attached to the Building, shall be deemed a part of the real estate and the property of Landlord and shall be surrendered with the Premises, unless the Landlord by notice given to Tenant no later than 30-days prior to the end of the term shall elect

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to have Tenant remove such alterations, additions or improvements. Tenant shall accomplish such removal at its sole cost and repair any damage to the Premises caused by such removal. In the event Landlord consents in writing to any alterations to the Premises, contractors approved by Landlord shall make the work at Tenant's expense.

10. Repairs

10.1 Tenant's Responsibilities

Tenant shall maintain the Premises in good condition and repair, ordinary wear and tear excepted. All damage to the Building or to the Premises, fixtures, appurtenance or equipment caused by Tenant, its employees, agents or invitees, in moving furnishings, fixtures, or equipment into or from the Premises or by any other cause of any kind or nature whatsoever due to carelessness, omission, neglect, improper conduct, or other act, shall be repaired, restored or replaced promptly by Tenant at its sole cost to the satisfaction of Landlord. All repairs, restorations and replacements shall be made in a good and workmanlike manner to Landlord's satisfaction. If Tenant fails to keep these undertakings, after written demand has been made by Landlord, Landlord may repair, restore or replace to good condition and repair without liability to Tenant for any loss or damage that may result to Tenant's property or business, and upon completion of such work, Tenant shall pay Landlord the costs of the work. Landlord shall have no obligation to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof.

10.2 Landlord's Responsibilities

Landlord shall repair and maintain the structural portions of the Building, including the basic plumbing, air conditioning, heating and electrical systems installed by Landlord, unless the condition requiring such maintenance and repairs is caused in part or in whole by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees or invitees, in which cause Tenant shall pay Landlord the reasonable cost of such maintenance and repairs. Except as provided in Article 23 hereof, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance or hereafter in effect.

11. Liens

Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed or obligations incurred by Tenant, and failure to keep said Premises free of liens shall be a default under the terms of this Lease. Tenant shall indemnify, hold harmless and defend Landlord from any liens and encumbrances arising out of any work performed, or materials furnished, by or at the direction of Tenant. In the event that Tenant shall not, within 20-days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, all such sums paid by Landlord and all expenses incurred in connection therewith involved in enforcing its rights under this Lease, including attorney's fees and costs, shall be payable to Landlord by Tenant on demand with interest at the rate of 18% per annum. Landlord shall have the right to post on the Premises any notices permitted or required by law that Landlord shall deem proper for the protection of Landlord and the Premises, or any other party having an interest therein, from mechanics' liens. Tenant shall give written notice to Landlord at least 10 business days prior to the commencement of any work relating to alterations or additions to the Premises.

12. Assignment And Subletting

Tenant shall not voluntarily or by operation of law, assign or encumber this Lease or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the employees, agents, servants, and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without prior written consent of Landlord. Landlord's consent to sub-lease shall not be unreasonably withheld. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any such subsequent transaction by another person. Any such assignment, subletting, occupation or use without such consent shall be void, and shall, at the

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option of the Landlord, constitute a default under this Lease. Notwithstanding any assignment or subletting, Tenant shall remain liable for all rents due under the Lease. If tenant is a corporation, the sale of greater than twenty-five (25%) of the corporation's stock shall constitute assignment under this paragraph.

13. Hold Harmless

Tenant shall indemnify and hold Landlord harmless from any and all claims arising from Tenant's use of the Premises or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest or invitee of Tenant, and from all costs, attorney fees, expenses and liabilities incurred in or about any such claim or action. In case any such action or proceeding be brought against Landlord, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises, from any cause other than Landlord's gross negligence, and Tenant hereby waives all claims in respect thereof against Landlord.

Neither Landlord nor its agents shall be liable for any damage or loss by theft to property entrusted to employees of the Building, with Landlord's consent or otherwise, not for any injury to or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak for any reason from any part of the Building from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place, unless due to the negligence of Landlord, its agents, servants or employees. Landlord shall not be liable for loss or business of Tenant nor for any latent defect in the Premises or in the Building. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or in the Building or of defects therein or in the fixtures or equipment.

Anything contained in this lease notwithstanding, Tenant agrees that Tenant shall look solely to the interest of the Landlord in the Building for the collection of any judgment requiring payment of money by the Landlord in the event of any default or breach by Landlord under this lease, subject to the prior rights of the holder of any mortgage covering the Building. No other assets of the Landlord shall be subject to levy, execution, or other judicial process for the satisfaction of Tenant's claim.

14. Subrogation

As long as their respective insurers so permit without additional premium, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with this waiver.

15. Insurance

During the term of this Lease, Tenant, at its sole cost and for the mutual benefit of Landlord and Tenant, shall carry and maintain the following insurance coverage:

15.1 Casualty Insurance

Casualty insurance, including extended coverage, and coverage for fire and smoke damage on all of Tenant's leasehold improvements and personal property in or about the Premises or Building, in an amount of not less than ninety (90) percent of the replacement cost. Landlord shall be named as an additional insured and shall be entitled to recover thereunder for any loss occasioned to Landlord by reason of Tenant's negligence. Any proceeds shall be used for the repair or replacement of leasehold improvements damaged or destroyed during the term of this Lease.

15.2 Liability Insurance

Commercial General liability insurance insuring Tenant against liability for injury to persons or damage to properties occurring in or about the Premises or arising out of the ownership, maintenance, use or occupancy thereof. The coverage shall be not less than $500,000 each occurrence.

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15.3 Workmen’s Compensation Insurance

Workmen's compensation insurance insuring Tenant from all claims for personal injury and death in such amounts as may, from time to time, be sufficient to pay the maximum accumulated award allowed by Colorado law.

15.4 Failure to Comply

If Tenant fails to obtain and maintain said insurance, Landlord shall have the right to effect such insurance at the expense of Tenant as additional rent. Such payment shall be due with the next monthly rental payment. Tenant shall deliver to Landlord, prior to occupancy of the Premises, copies of policies or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord.

16. Services And Utilities

Subject to the rules and regulations of the Building attached as Exhibit C, and provided Tenant is not in default hereunder, Landlord agrees to furnish services and utilities, as follows, during the standard operating hours of the Building, which are 6:30 a.m. to 6:30 p.m., Mondays through Fridays, and 7:00 a.m. to 3:00 p.m. on Saturdays.

16.1 Electricity and Water

Landlord shall make water available in reasonable quantity and cause electrical current to be supplied for lighting the Premises and public halls and for the operation of ordinary office equipment exclusive of heavy duty equipment, including but without limitation, heavy duty accounting equipment, mainframe computers, commercial copying equipment, and the like. Tenant shall pay Landlord as additional rent the costs of electric current for an excluded equipment and the costs of excess water used. Such payments shall be due with the next monthly rental payment. The amount to be paid for such usage shall be determined by data from meters or other measuring devices satisfactory to Landlord, based upon the charges to Landlord. If meters or other such devises are required, Tenant shall pay all costs associated therewith. Tenant shall not use more electric current than can be safely used in the Premises. Landlord shall have the exclusive right to replace electric light bulbs, tubes, and ballasts in the Premises throughout the Lease continuance. Landlord may adopt a system for periodic replacement of such items on a group basis in accordance with good management practice. Tenant shall pay Landlord's cost for such replacement as additional rent with the next regular rent installment.

16.2 Heating and Air-conditioning

Landlord shall provide heating and air conditioning during standard operating hours as required in Landlord's judgment for the use and occupation of the Premises, except during the making of repairs, inspections, alterations or improvements.

16.3 Elevator Service

Landlord shall furnish elevator service during standard operating hours except when repairs, inspections, alterations or improvements are being made.

16.4 Janitorial Service

Landlord shall make janitorial and cleaning services available to the Premises five (5) times per week in a manner consistent with the customary operation of a suburban office building.

16.5 Energy Shortage

In the event of energy shortages to the Building, Tenant agrees to cooperate in the reduction of energy consumption in accordance with recommendations of the applicable utility supplier.

16.6 Private Facilities

If Tenant provides any private bathrooms in the Premises other bathrooms common to every floor of the Building, Tenant shall provide, at its expense, all furnishings and supplies therefor. The furnishings and supplies shall be serviced and replaced by Tenant.

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17. Rules And Regulations

Tenant shall faithfully observe and comply with the rules and regulations of the Building which are attached hereto as Exhibit C and made a part hereof. Landlord reserves the right to make all reasonable modifications to the rules and regulations from time to time. The additions and modifications to those rules shall be binding upon Tenant upon delivery of a copy of them to Tenant.

18. Holding Over

If Tenant remains in possession of the Premises or any part thereof after the expiration of the lease, with or without the express written consent of Landlord, such occupancy shall be a month-to-month tenancy at a rental in the amount of 200% times the last monthly rental, plus all other charges payable hereunder, and upon all applicable terms excluding all those as to length of tenancy.

19. Entry By Landlord

Landlord and its agents may enter the Premises at any time for the purpose of inspecting and making repairs, alterations, or improvements to the Premises or the Building, for access to ducts and mechanical shafts (which Tenant agrees not to obstruct), to supply janitorial and any other services to be provided by Landlord, to exercise other rights of Landlord under this Lease, and to show the Premises to prospective purchasers or tenants of the Building. The Tenant shall not be entitled to compensation or rent abatement for any interference or discomfort occasioned by Landlord's entry. Landlord may enter by means of a master key without affecting this lease and without liability to Tenant except for gross failure to exercise due care of Tenant's property. Tenant shall not change door locks to the Premises without Landlord's prior written consent.

20. Reconstruction

In the event the Premises or the Building of which the same are a part are damaged by fire or other casualty, the damage shall be repaired by and at the expense of Landlord, provided such repairs can, in Landlord's sole opinion, be made within one hundred and twenty (120) days after the occurrence of such damage without the payment of overtime or other premiums. Until such repairs are completed, the rent shall be abated in proportion to the part of the Premises that are unusable by Tenant in the conduct of its business, but there shall be no abatement of rent if any portion of the Premises are usable for a period of three (3) days or less. If the damage is due to the fault or neglect of Tenant or its employees, agents or invitees, there shall be no abatement of rent. If repairs cannot, in Landlord's sole opinion, be made within 60 days, Landlord may at its option make them within a reasonable time. In such event, this Lease shall continue in effect and the rent shall be apportioned in the manner provided above. If Landlord does not elect to make repairs which cannot be made within one hundred twenty (120) days, then either party may, by written notice to the other, cancel this Lease as of the date the damage occurred.

In the event the Building is damaged 30% or more of the replacement costs thereof, Landlord may elect to terminate this Lease, whether the Premises were damaged or not, by giving notice to Tenant at any time within 60 days after such damage occurred that this Lease will terminate as of the date specified in the notice, but the termination date shall be no less than 30) and no more than 60 days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date specified in such notice and the rent shall be paid to the date of termination in proportion to the part of the Premises made unusable by Tenant in the conduct of its business.

Notwithstanding anything to the contrary contained in this Article, Landlord shall have no obligation to effect such insurance at the expense of Tenant as additional rent. Such payment shall be due with the last 12 months of the term of this Lease or any extension thereof.

Landlord shall not be required to repair any injury or damage by fire or other cause, or to make repairs or replacements of any panels, decorations, office fixtures, railings, floor coverings, partitions, or any other property installed in the Premises by Tenant.

______ _______

21. Default

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- The vacating or abandonment of the Premises by Tenant;
- The failure by Tenant to make any payment of rent or other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three business days after written notice thereof by Landlord to Tenant;
- The failure of Tenant to observe or perform any of the material covenants or provisions of this lease, other than to make payments, where such failure shall continue for a period of three days after written notice by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than three days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said 3-day period and completes within 30 days;
- The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization, liquidation or dissolution of Tenant under the Federal Bankruptcy Act (as now or hereinafter in effect) or any state bankruptcy or insolvency act; or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days; or the attachment execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged in 30 days.
- The causing, or permitting to be caused, by Tenant any act which creates a mechanics lien or claim against the Building if such lien or claim is not released or otherwise provided for in a manner satisfactory to Landlord, in its sole discretion, within 20 days.
- No action or failure to act on the part of the Landlord with respect to any of the provisions, conditions, or covenants contained in this Lease shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach, or non-observance. No waiver shall be implied or inferred by anything done or omitted by Landlord except an express written waiver. All rights and remedies of the Landlord in this Lease shall be cumulative.

22. Remedies In Default

In the event of any default or breach of Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of a right that Landlord may have by reason or such default or breach, proceed as follows:

- Landlord shall have the right to terminate this Lease, subject to Colorado Law, by giving the Tenant notice in writing, and upon the giving of such notice, this Lease and the term hereof as well as the interest of the Tenant under this lease shall wholly cease and expire in the same manner and with the same force and effect on the date specified in such notice as if such date were the expiration date of the term of this Lease, without the necessity of re-entry or any other act on the Landlord's part. Upon termination, the Tenant shall quit and surrender to Landlord the Leased Premises. If this Lease is so terminated by the Landlord, the Landlord shall be entitled to recover from the Tenant as damages, in addition to other costs, damages, charges or obligations under this Lease, the worth at the time of such termination of the excess, if any, of the amount of rent reserved in this Lease for the balance of the term of this Lease (which shall be calculated on the then current rent under this Lease) in excess of the then reasonable rental value of the Leased Premises for the same period plus all costs and expenses of Landlord caused by the Tenant's default.

- Landlord may, without demand, or notice, re-enter and take possession of the Leased Premises or any part thereof, repossesses the same and expel the Tenant and those claiming through or under the Tenant, and remove the effect of any and all such persons (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies or arrears of rent or preceding breach of covenants. Should the Landlord elect to re-enter as provided, or should the

Landlord take possession pursuant to legal proceedings or pursuant to any notice provided in this Section pursuant to any notice provided by law, the Landlord may, from time to time, without terminating this Lease, relet the Leased Premises or any part thereof for such other conditions as the Landlord may deem advisable, with the right to make alterations and repairs to the Leased Premises. No such re-entry or repossession of the Leased Premises by the Landlord shall be construed as an election on the Landlord's part to terminate this Lease unless a written notice of termination is given to the Tenant by the Landlord. No such re-entry or repossession of the Leased Premises shall relieve the Tenant of its liability and obligation under this Lease, all of which shall survive such re-entry or repossession. Upon the occurrence of such re-entry or repossession, Landlord shall be entitled to damages in the amount of the monthly rent, and any other sums, which would be payable hereunder if such re-entry or repossession had not occurred, less the net proceeds, if any, of any re-leasing of the Leased Premises after deducting all the Landlord's *reasonable* expenses in connection with such re-leasing, including, but without limitation, all repossession costs, brokerage commissions, legal expenses, attorney's fees, expenses of employees, alteration costs, and expenses of preparation for such re-leasing. Tenant shall pay such liquidated damages to the Landlord on the days on which the rent or any other sums due hereunder would have been payable if possession had not been retaken. In no event shall the Tenant be entitled to receive any excess, if any, of net collected by the Landlord as a result of such re-leasing over the sums payable by the Tenant to the Landlord hereunder.

- If the Tenant shall default in making any payment required to be made by the Tenant (other than payments of rent) or shall default in performing any other obligations of the Tenant under this Lease, the Landlord may, but shall not be obligated to, make such payment or, on behalf of the Tenant, expend such sums as may be necessary to perform such obligations. All sums so expended by the Landlord, with interest thereon at the rate of eighteen percent per year shall be repaid by the Tenant to the Landlord on demand. No such payment or expenditure by the Landlord shall be deemed a waiver of the Tenant's default nor shall it affect any other remedy of the Landlord by reason of such default. If the Tenant shall default in making payment of any rent or other sums due under this Lease, including, but not limited to, the late charge and failure to replenish all or part of the Security Deposit provided for in Section 7, the Landlord may charge and the Tenant shall pay upon demand interest thereon at the rate of eighteen percent (18%) per year from the date such rent or other sums first become due.

- Nothing in this Lease contained shall limit or prejudice the right of Landlord to prove and obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or dissolution proceeding an amount equal to the maximum allowed by any statute or rule of law governing such a proceeding and in effect at the time which such damages are to be provided, whether or not such amount be greater, equal to or less than the amounts recoverable, either as damages or rent, referred to in any of the preceding provisions of this Lease.
- Nothing in this Lease shall limit the Landlord's ability to pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state of Colorado.

23. Eminent Domain

In the event the Premises or any part thereof shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, this Lease shall terminate at the option of the Landlord. If the Landlord shall elect to terminate this Lease, the rental shall be proportionately reduced by the ratio of the Premises taken or appropriated compared to the total rentable area of the Premises (as determined in Article 8.03) Landlord shall be entitled to any and all income, rent, award, and interest therein which may be paid or made in connection with such appropriation, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or improvements made by either Landlord or Tenant. Tenant hereby waives any claim it may have against the condemning authority on account of any taking. If any part of the Building other than the Premises is so taken or appropriated, Landlord shall have the right at its option to terminate this Lease and shall be entitled to the entire award as above provided.

24. Relocation

If the Premises are less than three thousand (3,000) rentable square feet, Tenant agrees that Landlord may relocate Tenant to other space in the Building containing at least the same amount of rentable space as the Premises, provided that the rent is not increased above the amount payable hereunder and that the costs of relocating Tenant, including costs of altering the new space to make it comparable to the Premises, are borne by Landlord.

25. Authority Of Parties

If Tenant is a corporation, general or limited partnership, each individual executing this Lease on behalf of said entity represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said entity, in accordance with a duly adopted resolution of the board of directors and the bylaws of the corporation or in accordance with the partnership agreement, and that this Lease is binding upon said entity in accordance with its terms.

26. Estoppel Certificate

26.1 Each party (as “responding Party”) shall at any time upon not less than ten (10) days’ prior notice from the other party execute, acknowledge, and deliver to requesting party a statement in writing (i) certifying that this lease in unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges paid in advance, if any, and (ii) acknowledge that there are not, to responding party’s knowledge, any uncured defaults on the part of requesting party, or specifying such defaults if any are claimed. Any prospective purchaser or encumbrancer of the Office Building or of the business of Tenant may rely conclusively upon such statement for the conduct of their business.

26.2 At the requesting party’s option the failure to deliver such statement within such time shall be material default of the Lease by the party who is to respond, without any further notice to such party, or it shall be conclusive upon such party that (i) this Lease is in full force and effect, without modification except as may be represented by the requesting party, (ii) there are no uncured defaults in the responding party’s performance, and (iii) if Landlord is the requesting party, not more than one month’s rent has been paid in advance.

26.3 If Landlord desires to finance, refinance, or sell the Office Building, or any part thereof, Tenant hereby agrees to deliver to any lender or purchaser designated by Landlord such financial statements of Tenant as may be reasonably required by such lender or purchaser. Such statements shall include past three years’ financial statements of Tenant. All such financial statements shall be received by Landlord and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

27. General Provisions

27.1 Exhibits, Plats and Riders

Exhibits, plats and riders, if any, signed by Landlord and Tenant and endorsed on or affixed to this Lease are a part hereof.

27.2 Waiver

The waiver by Landlord of any term, covenant or condition hereof shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition hereof. The subsequent acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of the acceptance of such rent.

27.3 Notices

Any notices and demands, required or permitted to be given by either party to the other pursuant to this Lease shall be in writing and shall be deemed sufficiently given if deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the other party at the following addresses or at such other address as either party may have specified in a notice given as provided in this Article:

To Landlord:	To Tenant:
Mohsen Pazirandeh	TBD.
Ariana 3, LLC	DBA TBD
90 Madison Street, Suite 106	90 Madison Street, Suite number
Denver, Colorado 80206	Denver, Co. 80206

27.4 Joint Obligation

If there be more than one party comprising the Tenant, the obligations imposed upon them as Tenant shall be joint and several.

27.5 Successors and Assigns

The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

27.6 Recordation

Tenant shall not record this Lease or a short form memorandum hereof without the prior written consent of Landlord.

27.7 Prior Agreements

This Lease contains all agreements of the parties hereto with respect to any matter covered in this Lease, and no prior agreements or understandings shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties and delivered by each party to the other.

27.8 Representations

No representation or recommendation has been made by Landlord or the real estate broker or its agents or employees either as to the legal sufficiency, legal effect, or tax consequences of this Lease or the transactions relative thereto, or as to the condition of the premises or the Building except as specifically stated herein.

27.9 Inability to Perform

This Lease and the obligations of the Tenant hereunder shall not be impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor disputes, acts of God, or any other cause beyond the reasonable control of the Landlord.

27.10 Attorney Fees.

In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and expenses including the fees of its attorneys in such amounts as the court may adjudge reasonable.

27.11 Sale of Premises by Landlord

If the Landlord sells the Building, Landlord shall be and is hereby entirely relieved of liability from all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation, of such sale; and the purchaser at such sale or any subsequent sale of the premises shall be deemed, without any further agreement, to have assumed and agreed to carry out all of the covenants and obligations of the Landlord arising under this lease after conveyance of title to it, but it shall not be liable for any prior breaches.

 ______ ______

27.12 Subordination, Attornment

Upon request of the Landlord, Tenant will subordinate its rights hereunder in writing to the lien of any first mortgage or first deed of trust now or hereafter in force against the land and Building and upon any buildings hereafter placed upon the land of which the premises are a part, and to all advances made or hereafter to be made upon the security thereof. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.
The provisions of this Article to the contrary notwithstanding and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.

27.13 Name and Advertising

Tenant shall not use the name of the Building for any purpose other than as an address of the business to be conducted by the Tenant in the Premises. Tenant shall not use photographs, television or movie film of the Building for advertising or other promotional purposes.

27.14 Severability

Any provisions of this Lease that is proved to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provision shall remain in full force and effect.

27.15 Cumulative Remedies

No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

27.16 Choice of Law

This Lease shall be governed by the laws of the State of Colorado.

27.17 Signs and Sales

Tenant shall not place any sign upon the premises or Building or conduct any sale, auction or leasing thereon without the Landlord's prior written consent. Landlord will provide one (1) line in the building directory for listing Tenant's name and that of its personnel at Tenant's expense. Subject to availability, Tenant may use additional lines of the directory upon payment to Landlord of its costs thereof. Landlord will provide at Tenant’s expense one suite sign.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date specified by their respective signatures.

EXECUTED THIS TBD.

LANDLORD:

To Landlord:
To Landlord:
Mohsen Pazirandeh
Ariana 3, LLC
90 Madison Street, Suite 106

TENANT:

To Tenant:
To Tenant:
TBD.
DBA TBD
90 Madison Street, Suite TBD

Mohsen Pazirandeh
____
Managing Partner

TBD.
____
Owner

 _____ ______

28. Exhibit C: Rules and Regulations

The following rules and regulation are made part of this lease agreement:

- The sidewalks, corridors, lobbies, common areas of facilities, elevators and stairways shall not be obstructed by or used by bicycles, other vehicles of any of the tenants, or used by them for purpose other than for transportation to and from the Building. The lobbies, corridors, common areas of facilities, parking areas, elevators and stairways are not for the use of the general public and the Landlord retains the right to control and prevent access thereto by all persons whose presence in the judgment of the Landlord shall be prejudiced to the safety, character and reputation of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom the Tenants normally deal in the ordinary course of Tenant's business unless such persons are engaged in illegal or obnoxious activities. The tenant and none of its employees or invitees shall go upon the roof of the Building nor into the mechanical room.
- The Tenant must, upon the termination of tenancy, return to the Landlord all keys and in the event of the loss of any keys, such Tenant shall pay to the Landlord the cost of changing the locks opened by such lost key.
- Tenant shall not advertise for laborers giving an address at the Premises. The Premises shall not be used for lodging or sleeping or for any illegal purposes.
- Landlord will prescribe a uniform pattern of identification signs to be placed in the outside corridor wall which is next to the door leading into the leased premises, and other than such identification sign, no sign, picture, name, notice or other object shall be displayed or affixed on or to any part of the outside or inside of the Building (including all common areas in the Building) or the leased Premises (including the window sills) which is visible from the outside Premises without the prior written consent of Landlord, and Landlord shall have the right to remove any object without notice to and at the expense of Tenant. Under no circumstances shall Tenant attach or affix any object to any door in the leased Premises or in the Building whether visible from outside the Premises or not.
- The toilet room, urinals, wash bowls, and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it. All coffee grounds and other similar substances shall be disposed of only in plastic liners provided by the Building, in Tenant's wastebaskets so designated by Tenant for such disposal.
- Tenant shall not overload the floor of the Premises or mark, glue, drive nails, screw, cut or drill into partitions, woodwork, walls, ceilings, floors or doors or in any way deface the Premises or any part thereof, and any such damage or injury caused by Tenant, its agents and employees, shall be paid for by Tenant. No boring, cutting or stringing of wires or laying of linoleum or other similar floor coverings shall be permitted except with the prior written consent of the Landlord and as the Landlord may direct. Under no circumstances shall Tenant penetrate the floor without the prior written consent of Landlord.
- No furniture, freight or equipment of any kind shall be brought into the Building without the consent of Landlord and all moving of the same into or out of the Building shall be done at such times and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and halls, the times and manner of moving the same in and out of the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on wood strips of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired or replaced at the expense of Tenant. There shall not be used in any space, or in the public halls of the Building, either by any Tenant or others, any hand trucks.

- Landlord shall in no way be responsible to any Tenant for any loss of property on the Premises, however occurring, or for any damage done to the effects of any Tenant by the janitor or any other employee or any other person.
- Janitorial service will be provided by Landlord five (5) nights per week except for legal holidays and shall include ordinary dusting and cleaning and shall not include cleaning of carpets or rugs, except normal vacuuming, or moving of furniture and other special services. Janitor service will not be furnished on nights when rooms are occupied after 8:00 P.M. The janitor may at all times keep a passkey and shall be allowed admittance to the leased premises.
- Tenant shall not use, keep or permit to be used or kept any noxious gas, liquid or similar substance in the Premises, or permit or suffer the premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals, fish or birds be brought in or kept in or about the Premises or the Building. No Tenant shall make or permit to be made any unseemly or disturbing noise or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them whether by the use of any musical instrument, radio, phonograph, unusual noise, or in any other way. No Tenant shall throw or discard anything outside of their entrance door or in corridors, lobbies, or other common areas.
- Tenant shall not use or keep in the Premises or in the Building any kerosene, gasoline, or flammable or combustible fluid or combustible material, or use any method of heating or air conditioning or any method of distribution of same other than that supplied by the Landlord.
- Landlord will direct electricians as to where and how telephone and electrical wires are to be introduced. No boring or cutting for wires will be allowed without the consent of the Landlord. The location of telephones and electrical outlets and other office fixtures and equipment affixed to the Premises shall be subject to the prior approval of Landlord.
- No Tenant shall install linoleum, tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by the Landlord. The expense of repairing any damage resulting from a violation of this rule or removal of any floor covering shall be borne by the Tenant by whom, or by whose contractors, employees or invitees, the damage shall have been caused.
- No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators except between such hours and in such elevators as shall be designated by Landlord. Tenant shall cause its movers or moving company to use only the loading facilities and elevator designated by Landlord. In the event Tenant's movers damage the elevator or any other part of the Building, Tenant shall forthwith pay to Landlord the amount required to repair or replace said damage.
- On Sundays, legal holidays and on Saturday commencing at 12:00 noon, and on other days between the hours of 7:00 p.m. and 7:00 a.m. the following day, access to the Building, or to the halls, corridors, elevators or stairways in the Building, or to the Premises, may be refused unless the person seeking access is known to the person or employees of the Building in charge and has a pass or is properly identified. The Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement or other commotion, the Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors or otherwise for the safety and protection of the Building. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building on Sundays, legal holidays, and on Saturdays commencing at 12:00 noon, and on other days between the hours of 7:00 p.m. and 7:00 a.m., and during such further hours as Landlord may deem advisable for the adequate protection of said Building.
- Landlord shall furnish heating, air conditioning, and elevator service during the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday, and 7:00 a.m. to 3:00 PM on Saturday, except for legal holidays.

_____ ______

- Tenant shall see that the doors of the Premises are closed and securely locked before leaving the Building and must observe strict care and caution that all electricity shall likewise be carefully shut off, so as to prevent waste or damage.
- Tenant agrees that it shall comply with all fire and security regulations that may be issued from time to time by Landlord and Tenant also shall provide Landlord with the name of a designated responsible employee to represent Tenant in all matters pertaining to such fire or security regulations. Tenant shall further provide Landlord with a list of all its employees who are physically handicapped in any manner whatsoever.
- No window shades, blinds, screens or draperies other than the building standard will be attached by Tenant without Landlord's prior consent. Tenant agrees to abide by Landlord's rules with respect to maintaining blinds at all windows so that the Building will present a uniform exterior appearance.
- Tenant agrees to furnish at its cost and use chair pads under all chairs or stools in the carpeted areas of the Building throughout the term of this lease unless the prior written consent of Landlord is obtained.
- Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building, or causes or creates an annoyance to any Tenant.
- No vending or coin-operated machine of any description shall be installed, maintained or operated upon the premises without the written consent of the Landlord.
- Tenant shall not disturb nor solicit any occupant of the Building and shall cooperate to prevent same.
- Tenant shall not use the hallways, lobbies, or corridors as storage or work areas without the prior approval of Landlord. Tenant shall be liable for and shall pay the expense of any additional cleaning or other maintenance required to be performed by Landlord as a result of the transportation or storage of materials or work performed within the Building by or for the Tenant.
- Landlord reserves the right by written notice to Tenant to rescind, modify or waive any rule or regulation at any time prescribed for the Building when, in Landlord's judgment, it is necessary, desirable or proper for the best interest of the Building and its tenants.
- The building is a non-smoking building, and smoking is prohibited in the building, including Tenant's offices, at all times.

 ______ _______

- Attachment D: Personal Guarantee

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration for, and as an inducement to Landlord to make into the Lease dated TBD (the "Lease") with TBD ("Tenant"), the undersigned ("Guarantor") guarantees, without condition or limitation to Landlord, the full performance, payment and observance of all of the terms, covenants, conditions, provisions and agreements provided in the Lease to be performed or observed by Tenant without requiring any notice of non-payment, nonperformance or nonobservance, or proof, or notice, or demand, by which to charge Guarantor under this Guaranty, all of which expressly waives. The obligations of Guarantor shall not be terminated, affected or impaired by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease. Landlord may grant extensions of time and other indulgences and may modify, amend or waive any of the terms, covenants, conditions, provisions or agreements of the within Lease, and discharge or release any party or parties to it, all without notice to the Guarantor and without in any way impairing, releasing or affecting the liability or obligation of the Guarantor. The Guarantor agrees that Landlord may proceed directly against the Guarantor without taking any action under the Lease and without exhausting Landlord's remedies against Tenant; and no discharge of Tenant in bankruptcy or in any other insolvency proceeding shall in any way or to any extent discharge or release the undersigned from any liability or obligations under the Guaranty. Guarantor further covenants and agrees that this Guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of the Lease, and that no subletting of the Leased Premises and no assignment of the Lease, with or without Landlord's consent, shall release or discharge the Guarantor. Guarantor agrees to pay, in addition to any damages which a court of competent jurisdiction may award, such amount or amounts as the court may determine to be reasonable attorneys' fees incurred by Landlord or its successors or assigns in the enforcement of this Guaranty. This Guaranty shall inure to the benefit of any successors or assigns of Landlord.

Dated this_______ day of ________________,19____

Guarantor

____
TBD

State of__________________________)
) ss.
County of________________________)

The foregoing instrument was acknowledged before me this___day of_________,19___by
____

Witness my hand and official seal.

My commission expires_________________________________

______ _______

Exhibit D: Moving Regulations

This Exhibit sets rules and regulations governing transfer of furniture, heavy equipment and supplies in and out of Madison Plaza:

- All moves (delivery and removal of furniture, construction supplies, etc.) must be done after 3:00 PM Monday through Friday and on Weekends. Mail, UPS, express mail, small office supplies, and other minor deliveries are exempted.

- The tenant must coordinate the move with our office before the actual move. This will allow us to install pads in the north elevator and supply the tenant with an elevator key.

- The tenant must contact Ariana Properties to obtain an elevator key for use during the move for loading and unloading. The mover must only use the padded elevator for the move and must unlock the elevator while not in use.

- The moving company must provide a certificate of insurance and name Ariana 3, LLC as additional insured, prior to the move. This will not cost you or the moving company any additional fees.

- No objects can be left in the common areas at any time.

- The tenant and its moving company are responsible for all damages.

- The tenant must borrow the elevator key from us to stop the elevator during loading and unloading.

- The moving path through the lobby must be covered with Masonite or a similar product to protect the floor.

- The cleaning crew (who are employees of another company) should not be contacted to help with the move in any way.

These rules have been adopted to ensure that you and your clients are well served and to protect the building, especially the elevators. We appreciate your support in observing these rules.

As always, we are available to answer any questions you may have.

 ______ ______

Exhibit E: Parking Regulations

- All cars must prominently display a permit issued by ARIANA Properties. The permit must be easily visible from the outside.
- Garage parking requires a GREEN permit. GREEN permits cannot use surface parking.
- Surface parking requires an ORANGE permit and must park in the permit area on the surface. ORANGE permits cannot use the garage parking.
- Cars must be parked within the white lines. An increasing number of cars are using two spaces.
- Although we guarantee you a space, this does not extend to over-sized cars.
- VISITOR parking is reserved for the visitors who are conducting business at Madison Plaza only, and is subject to a two-hour limitation.
- Tenants cannot park in the VISITORS parking even for a short period of time. Although we have ample visitors parking, they are full most of the time, and some clients have had to park three blocks away and walk to their appointments.
- One day passes for visitors or those who have misplaced or forgotten their permits can be issued.
- An outside company monitors the parking lot. Therefore, informing us of what kind of car you drive and where you are parked is of no use.

All cars violating any of the parking regulations are subject to towing at the owner's expense. Should your car or a client's car be towed you must contact the towing company, not Ariana Properties

PARKING LICENSE AGREEMENT

Ariana 3, LLC hereinafter referred to as "Licensor" hereby grants TBD, hereinafter referred to as "Licensee" the following nonexclusive right and license to use parking spaces in the Madison Plaza (also known as 90 Madison St.), Denver, Colorado 80206, hereinafter referred to as the "Project".

- **Term of Agreement**: This agreement will commence on twelve o'clock noon on the **February 1, 2008**, and expires on twelve o'clock **January 31, 2015**, unless extended or terminated by mutual consent of the parties hereto.

- **Type, Number, and Location**: Licensee shall have the nonexclusive right and license during the term of this agreement to use the following location(s), type(s), and number(s) of spaces in the Project parking facilities for the monthly charge stated below:

Type of space	Number Of Spaces	Rate per Space	Current Monthly Charge
Surface	TBD	$35.00	$0
Garage	TBD	$65.00	$0

- **Monthly Fee:** Licensee shall pay for the right and License granted hereby at the prevailing rates charged for such spaces by Licensor ("Market Rate"). Licensor may adjust parking rates with a 30-day written notice. Licensee shall pay for the type and the number of spaces designated herein at the then prevailing market rate whether or not Licensee actually uses all or any portion of the spaces from month to month. Such sums shall be payable in advance without notice by the first of each calendar month. Due date and late fees will be same as those for the main lease for the Premises. Licensor reserves the right to assign the Licensee to a specific or a block of parking spaces.

- **Rights non-transferable**: The foregoing parking rights are for the use by Licensee and its employees. Licensee shall not assign, convey, or otherwise transfer said rights in any manner whatsoever without Licensor's prior written consent. Any attempt by Licensee to do so shall be null and void and, at Licensor's election constitute a material default hereunder.

- **Licensee Indemnification**: Use of said parking space(s) and the parking areas in the Project shall be at the sole risk of Licensee. Unless caused by wrongful acts of Licensor, its agents, or employees, Licensee hereby agrees to indemnify and hold Licensor harmless against any liability, loss, cost of expense (including attorney's fees) for any damage to or loss or theft of any vehicle or property within any vehicle or any other property (including property of Licensee), or injury to or death of any person (including licensee and Licensee's family, agents, employees, visitors, or customers) arising directly or indirectly out of or in connection with the use of Licensee or such other persons of the parking areas or any part thereof.

- **Interruption of Use**: Licensor shall not be liable to Licensee for any interruption of Licensee's use of the rights granted hereunder due to repairs, improvements, or alterations of the parking areas of the Project or due to any labor controversy, or resulting from any cause beyond the reasonable control of the Licensor. However, Licensee shall be entitled to an abatement of the monthly fees with regard to any assigned parking space to the extent it is prevented from using such space and no similar alternative space is made available to it by the Licensor.

- **Rules and Regulations**:

- Licensor may adopt rules and regulations relating to the use of the parking areas as in Licensor's opinion are necessary or desirable for the proper, orderly and safe use of the parking areas.
- If Licensee fails to comply with such rules and regulations after receiving notice thereof, Licensor at its option forthwith may terminate this license and all rights of Licensee hereunder, and may also, whether

______ _______

or not such license is so terminated, take such action as shall be required to remedy such failure, and Licensee agrees to pay Licensor on demand the cost to Licensor of such actions including attorney's fees.

- If Licensee at any time be parked in more than one marked space at a time, then the Licensor shall be entitled to tow away any vehicle that may be improperly parked, at the vehicle's owner's sole cost and expense and without any liability therefor to Licensee or to such vehicle owner.
- Parking areas shall be used only by vehicles no longer than full-sized passenger automobiles, herein referred to as "Permitted Size Vehicles".
- Licensor reserves the right to refuse the granting of parking license to any person or entity.
- Licensor will not be responsible for any damage to vehicles, injury to persons, or loss of property, all of which are assumed by the party using the parking area.
- Licensee shall be responsible for ensuring that all its employees, agents, invitees comply with all parking rules, regulations, laws, and agreements.
- Licensors reserves the right to modify and amend these rules and/or adopt such other rules and regulations as it may deem necessary for the proper operation of the parking areas.
- Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

- **Licensor's Property Rights**: Licensor shall have the right to decrease the size of any or all of the parking areas in the Project, to alter or rearrange parking spaces and improvements in the parking areas, to take all or any portion of the parking areas not to exceed 10% of the parking area for the purposes of maintaining, repairing or restoring same, or for the purpose of constructing or operating structure, thereon or adjacent thereto, to have ingress or egress in connection with the exercise of any such rights, and to do and perform such other acts with respect to parking areas as Licensor shall in its sole discretion designate any portion of the parking area in the Project for use as assigned parking, visitor parking, or tenant parking. Licensor may charge Licensee $10.00 per day for each day, or partial day, for each vehicle parked by Licensee or any of its employees in a parking space or area other than the space or parking area assigned or designated for such vehicle. Licensor may tow away any such improperly parked vehicles and any also attach violation notices or stickers to improperly parked vehicles. Licensee is responsible for all damages caused by Licensee or employees negligence.

- **Parking Permits**: Licensee acknowledges the receipt of 0 parking permits that will be returned at the termination of the lease. There will be a $10.00 deposit for each permit that will refunded upon the surrender of the permit(s) to Ariana Properties. There will be a $50.00 charge for each lost permit. Licensee agrees to prominently display one permit on each car while parked at the Project. Cars not displaying a valid permit issued by Ariana 3, LLC will be ticketed and towed away at the vehicle owner's expense.

- **Miscellaneous**: No waiver by Licensor of any breach of this agreement by Licensee shall constitute a waiver of any other breach. In the event of any legal action, the prevailing party shall be entitled to recover its attorney's fees and costs incurred in connection therewith.

- **Delivery Date**: The spaces are considered delivered when the Licensee delivers all parking permits to the Licensor. Until such time all or non-returned portion of the spaces are considered occupied by the Licensee.

By: Licensor: Ariana 3, LLC | By: Licensee: TBD

Mohsen Pazirandeh **Date** | TBD **Date**