

SUBLEASE AGREEMENT

BY AND BETWEEN

**THE GREENHOUSE PROJECT, LLC,
a Colorado limited liability company,
as Sublandlord**

AND

**INTERNATIONAL DEVELOPMENT ENTERPRISES,
a Pennsylvania non-profit corporation,
as Subtenant**

**SUBLEASE AGREEMENT
BASIC LEASE INFORMATION**

Sublandlord: The Greenhouse Project, LLC, a Colorado limited liability company

Subtenant: International Development Enterprises, a Pennsylvania non-profit corporation

Building: 1031 33rd Street
Denver, Colorado 80205

Sublease Premises: Approximately 3,260 rentable square feet ("RSF") of space, consisting of Tenant Zone No. 270, as shown on **Exhibit "A"**, plus Subtenant's Pro Rata Share of Common Areas of 3,585 square feet.

Sublease Commencement Date: January 1, 2014

Term: The initial term of this Sublease shall be for five months ("Term") and will automatically renew for successive one (1) year Terms for an additional nine (9) years on June 1st each year, expiring on May 31, 2023. Should Sublandlord exercise its option to extend its term for an additional five (5) years under Paragraph 5 of the Master Lease, the Sublease Agreement will automatically renew for successive one (1) year Terms for an additional five (5) years, expiring on May 31, 2028.

Base Rent: \$10,695.00 per month through June 30, 2014, based on \$18.75 per RSF and Subtenant's Pro Rata Share of Common Area square footage, subject to escalation in subsequent years solely to account for the 3% annual rent escalator in the Master Lease and reasonable increases of up to 3% annually in Building Management and Operation Expenses.

Security Deposit: \$10,695.00

Subtenant's Pro Rata Share: 28.43% (based on 3,260 RSF in the Sublease Premises and 11,467 RSF in the Master Premises)

Addresses for Notices:

Sublandlord: The Greenhouse Project, LLC
1031 33rd Street, Suite 140
Denver, Colorado 80205
Attn: Doug Vilsack

Subtenant: International Development Enterprises
1031 33rd Street, Suite 270
Denver, Colorado 80205
Attn: Tim Prewitt, Executive Director

SUBLEASE AGREEMENT

This Sublease Agreement (this "Sublease") is made effective as of January 1, 2014, ("Effective Date"), by and between THE GREENHOUSE PROJECT, LLC, a Colorado limited liability company ("Sublandlord"), and INTERNATIONAL DEVELOPMENT ENTERPRISES, a Pennsylvania non-profit corporation ("Subtenant").

RECITALS

A. Sublandlord is the tenant under that certain Commercial Lease dated October 11, 2012 ("Master Lease"), pursuant to which Curtis Park Horse Barn, Inc., a Colorado non-profit corporation and wholly-owned subsidiary of The Housing Authority of the City and County of Denver ("Master Landlord"), leased to Sublandlord, as tenant, certain premises ("Master Premises") located in the building located at 1031 33rd Street, Denver, Colorado 80205 ("Building").

B. Sublandlord desires to sublet to Subtenant and Subtenant desires to sublet from Sublandlord, on the terms and conditions set forth herein, a portion of the Master Premises, consisting of approximately (and, for purposes of determining any amounts due hereunder, deemed to be) 3,260 rentable square feet ("RSF") ("Sublease Premises"), consisting of a portion of the Building including the iDE Office - 270 and iDE Flex Rooms 250, 251, and 252 as outlined on the floor plan attached hereto as Exhibit "A" and incorporated herein by reference.

C. This Sublease is subject and subordinate to the Master Lease, attached hereto as Exhibit "B" and incorporated herein by reference.

D. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Master Lease.

NOW, THEREFORE, Sublandlord and Subtenant agree as follows:

1. Sublease. Sublandlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Subtenant to be performed, hereby subleases the Sublease Premises to Subtenant, and Subtenant hereby accepts and subleases the Sublease Premises from Sublandlord, together with the non-exclusive right to use the Common Areas as set forth in the Master Lease in accordance with reasonable policies set by the Sublandlord that will be commensurate with those of similar shared office-space facilities. In addition, Subtenant shall have the right to use exclusively the following amenities for Subtenant's Pro Rata Share of the time such amenities are made generally available for use by all subtenants of Sublandlord: The Commons (main common area), Flex Rooms, and Conference Rooms.

2. Term and Necessary Approvals.

A. This Sublease shall govern the relationship between Sublandlord and Subtenant with respect to the Sublease Premises from the Effective Date through the last day of the Term, unless terminated early in accordance with this Sublease. The Sublease Agreement shall commence on January 1, 2014 ("Commencement Date"). The initial term of this Sublease shall be for five months ("Term") and will automatically renew for successive one (1) year Terms for an additional nine (9) years on June 1st each year, expiring on May 31, 2023. Should Sublandlord exercise its option to extend its term for an additional five (5) years under Paragraph 5 of the Master Lease, the Sublease Agreement will automatically renew for successive one (1) year Terms for an additional five (5) years, expiring on May 31, 2028. Subtenant shall be entitled to terminate the Sublease Agreement prior to the expiration of any extended one (1) year Term by providing Sublandlord with at least 90 days' prior written notice of Subtenant's intent to not renew the Sublease Agreement.

B. If Subtenant's mission or purpose is not substantially similar to that of Sublandlord, the validity of this Sublease shall be subject to Sublandlord obtaining the Master Landlord's prior written consent hereto pursuant to the terms of the Master Lease.

3. Rent.

A. As consideration for this Sublease, commencing on the Commencement Date, Subtenant shall pay to Sublandlord as base rent, without any demand, setoff or deduction, at Sublandlord's address stated in the Basic Lease Information, or at any other place Sublandlord designates by notice to Subtenant, Base Rent in the amounts set forth in the Basic Lease Information above ("**Base Rent**"), plus any and all other sums payable by Subtenant hereunder (collectively "**Rent**"). Base Rent shall be due on the first day of each month during the Term. All other items of Rent shall be due and payable by Subtenant on or before twenty-five (25) days after receipt of an invoice therefor. All payments of Rent shall be by good and sufficient check or by other means (such as automatic debit or electronic transfer) acceptable to Sublandlord.

B. Base Rent of \$10,695.00 per month through June 30, 2014 is subject to escalation in subsequent years solely to account for the 3% rent escalator in the Master Lease and reasonable increases of up to 3% annually in expenses for building management and operation ("**Building Management and Operation Expenses**"), including employee expenses related to building management, office cleaning and maintenance supplies, utilities, insurance, professional and purchased services, maintenance contracts, administrative expenses, including reserves and depreciation, and other necessary expenses for building management and operation.

C. During the Term of the Sublease Agreement and any extensions of such Term, Subtenant's Base Rent shall not increase more than 3% per year, even if actual operating expense increases exceed that amount. If, however, rental rates decrease for Posner Center Facility tenants in any year, Subtenant will receive at least 30% of the total decrease. In no event will Subtenant receive a reduction in Rent that is less than the percentage reduction received by a different tenant nor will the increase in Rent paid by Subtenant be greater than the percentage increase of a different tenant.

4. Other Amounts Due from Subtenant. In addition to Base Rent, throughout the Term, Subtenant shall pay Subtenant's Pro Rata Share of any special assessments required to be paid by Sublandlord to Master Landlord or resulting from any significant and unexpected increase in expenditures for Sublandlord's Services, as listed below ("**Special Assessments**"), which amounts shall be paid to Sublandlord on or before twenty-five (25) days after Subtenant's receipt of an invoice therefor.

5. Sublandlord's Services. Subject to the provisions of Section 4 regarding Sublandlord's right to seek reimbursement for Special Assessments, in consideration of Subtenant's payment of Rent, Sublandlord shall provide the following services attributable to the Sublease Premises to Subtenant: payment of property taxes and utility costs, general maintenance, janitorial services, pest control, building security, and internet/WIFI access.

6. Use. The Sublease Premises shall be used and occupied only for general office, assembly and educational purposes not inconsistent with the character and type of tenancy found in comparable office, assembly and educational buildings in the Denver metropolitan area and for no other purpose. Under no circumstances shall the Sublease Premises be used by Subtenant for the following uses: trades or businesses consisting of the operation of any private or commercial golf course, country club, massage parlor, hot tub facility, race track, or other facility used for gambling, any store the principal business of which is the sale of alcoholic beverages for consumption off the premises, medical marijuana dispensary or distribution center, adult book or video store, or strip club.

7. Condition of Sublease Premises; Personalty; IT Matters. Sublandlord has made no promise to alter, remodel or improve the Sublease Premises and no representation respecting the condition of the Sublease Premises to Subtenant. Subtenant has examined the Sublease Premises, is fully familiar with its physical condition, and accepts the Sublease Premises in its then present condition "AS IS" and "WHERE IS" as of the date of this Sublease with no express or implied warranties. During the Term, Subtenant shall have the use of all items of personal property currently located in the Sublease Premises, including data lines and internet service (the "**Personalty**") at no charge. Subtenant shall have the right to decorate all internal parts of the Sublease Premises without additional approval from Sublandlord and Subtenant will not be subject to stylistic mandates or requirements regarding its leased space so long as its usage does not violate the requirements of the Master Lease. Provided, however, Subtenant shall not be entitled to use land-line telephone services, office space furnishings (including desk chairs, etc.), and business center services (including copier, fax, scanner, etc.) located in the Sublease Premises. Subtenant will coordinate, install, and maintain separate telephone lines for Subtenant's use, at Subtenant's sole cost and expense. Upon the expiration of the term of this Sublease, or upon any earlier termination

of the term or of Subtenant's right to possession, Subtenant will remove all of its trade fixtures and personal property (but not including the Personalty) and surrender the Sublease Premises broom-clean, with all decorations removed, and the Sublease Premises and the Personalty in at least as good condition as at the date Subtenant took possession, ordinary wear and tear and casualty loss excepted.

8. Parking. Subtenant shall be entitled to use at no charge Subtenant's Pro Rata Share of the parking space(s) in the parking lot allocated to Sublandlord pursuant to the terms of the Master Lease in accordance with reasonable policies set by Sublandlord. Subtenant's clients or invitees may use the parking lot when visiting the Building for business purposes in accordance with the Master Lease.

9. Assignment and Subletting. Subtenant shall notify Sublandlord if it wishes to sublet any part of the Subleased Premises. Subtenant shall have, after consultation with the Sublandlord, the right to sublet any of the Sublease Premises to subtenants that have a mission or purpose substantially similar to that of Subtenant and Subtenant will attempt to sublease such space at rental rates substantially similar to the standard rates set by Sublandlord.

10. Remedies. Sublandlord shall have the same rights and remedies with respect to a breach of this Sublease by Subtenant as Master Landlord has with respect to a breach of the Master Lease by Sublandlord thereunder, and Subtenant shall have the same rights and remedies with respect to a breach of this Sublease by Sublandlord as Sublandlord has with respect to a breach of the Master Lease by Master Landlord thereunder.

11. Casualty or Condemnation.

A. Casualty. If the Sublease Premises or the Building shall be partially or totally damaged by fire or other casualty, the consequences thereof shall be determined pursuant to the Master Lease. No damage, compensation or claims shall be payable by Sublandlord for inconvenience or loss of business arising from any such damage by fire or other cause or by the repair or restoration of any portion of the Sublease Premises or of the Building; provided, however, that if Sublandlord is entitled to any such damages, compensation or claims from Master Landlord pursuant to the Master Lease, any amounts which Sublandlord actually receives from Master Landlord as a result of such damages, compensation or claims shall be equitably allocated between Sublandlord and Subtenant.

B. Condemnation. In the event that the Sublease Premises or any part thereof or the Building shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, whether permanently or temporarily, the consequences thereof and related award, if any, shall be determined pursuant to the Master Lease.

12. Master Lease Incorporation.

A. This Sublease is subject and subordinate to, and Subtenant accepts this Sublease subject to, all of the terms, covenants and conditions of the Master Lease, together with any future modifications, amendments or supplements thereto. Except as may be expressly excluded below and except as may be inconsistent with the terms of this Sublease, all of the terms, covenants and conditions of the Master Lease, except for those provisions which by their nature do not relate to the Sublease Premises or the Term, are hereby made part of this Sublease with the same force and effect as if fully set forth at length herein. Except as otherwise expressly set forth herein, the following terms shall have the stated meanings herein: the term "Landlord" in the Master Lease shall mean Sublandlord herein; the term "Tenant" in the Master Lease shall mean Subtenant herein; the term "Premises" in the Master Lease shall mean Sublease Premises herein; the term "Lease" in the Master Lease shall mean this Sublease herein; the term "Term" in the Master Lease shall be replaced with the defined Term herein; the term "Commencement Date" in the Master Lease shall be replaced with the defined Commencement Date herein; the term "Security Deposit" in the Master Lease shall mean the defined Security Deposit herein (and any reference in the Master Lease to the amount of the Security Deposit thereunder shall not be incorporated herein); and the term "Base Rent" in the Master Lease shall mean the defined Base Rent herein.

B. Except as otherwise specifically provided herein, the time limits contained in the Master Lease for the giving of notices, making payments or demands or performing of any act, condition or covenant on

Sublandlord's part, as tenant thereunder, are amended for the purposes of incorporation herein by reference by shortening the same in each instance by five (5) days, so that notice may be given, demands made or any act, condition or covenant performed or any right, remedy or option hereunder exercised by Subtenant within the time limit relating thereto contained in the Master Lease. Notwithstanding the foregoing, if the Master Lease allows only ten (10) days or less for Sublandlord, as tenant thereunder, to perform any act, to undertake to perform such act, or to correct a failure relating to the Sublease Premises, then Subtenant shall perform or undertake such act and/or correct such failure within the time provided therefor in the Master Lease, less two (2) business days. Notwithstanding the foregoing, any applicable notice or cure period for Subtenant will begin to run on the date upon which Subtenant has received any applicable notices required in connection therewith, regardless of when Sublandlord receives any such notice from Master Landlord.

C. Subtenant shall comply with all of the terms, covenants and conditions of the Master Lease on the part of the Tenant therein named arising after the Effective Date of this Sublease as they affect the Sublease Premises (other than those not incorporated into this Sublease).

D. The following provisions of the Master Lease, Riders and Exhibits attached thereto shall not be incorporated herein by reference because they are either not applicable, are otherwise covered herein, or otherwise do not apply: Master Lease Sections 4, 5, 6, 19, 22, 27, 28 (other than the first sentence of Section 28, which sentence shall be incorporated herein), 29, 44, 45, 46(H), 46(I), 46(J), 46(K), Exhibit A, Exhibit B, Exhibit C, Exhibit E, Exhibit F (and all references in the Master Lease to the Guaranty) and Exhibit G.

E. The term "Landlord" where used in the following Sections of the Master Lease, as incorporated herein by reference, shall refer to Master Landlord only and shall not refer to Sublandlord: Sections 9, 11, 12 and 46(L).

F. The term "Landlord" where used in the following Sections of the Master Lease, as incorporated herein by reference, shall refer to both Master Landlord and Sublandlord: Sections 15 (provided that (i) Subtenant shall be required to ensure that any policy referenced in such section contains a statement that the policy will not be cancelled without first giving thirty (30) days written notice thereof to Sublandlord at the address set forth in the Basic Lease Information of this Sublease; and (ii) any provision of the Master Lease that requires "Landlord" or any other party to be a "named insured", "loss payee", or "additional insured", shall include Master Landlord, Sublandlord and any other parties required by the Master Lease) and 16.

G. Notwithstanding anything to the contrary herein or in the Master Lease, any provisions of the Master Lease that provides for "Tenant" to indemnify "Landlord" shall be deemed to include Master Landlord and Sublandlord.

H. Performance by Master Landlord as the "Landlord" under the Master Lease shall be deemed and accepted by Subtenant as performance by Sublandlord herein and Sublandlord shall not be responsible for any breach of the Master Lease by Master Landlord or any nonperformance or noncompliance with any provision thereof by Master Landlord, including the failure of Master Landlord to provide any services, utilities, and/or repairs. Sublandlord makes no representation that Master Landlord will provide any or all of the services, utilities and/or repairs referred to in the Master Lease, whether incorporated herein or not.

I. Neither Sublandlord nor Subtenant shall do or permit anything to be done that would violate or breach the terms and provisions of the Master Lease or cause the Master Lease to be terminated or forfeited by reason of any right of termination or forfeiture reserved or vested in Master Landlord or Sublandlord under the Master Lease or by reason of any agreement between Master Landlord and Sublandlord, without the consent of the other party hereto.

13. Subtenant's Covenants and Representations.

A. Except as otherwise provided herein, Subtenant covenants and agrees to perform and to observe all of the covenants, agreements, terms, provisions and conditions of the Master Lease on the part of the "Tenant" thereunder to be performed and observed during the Term, to the extent that they apply to the Sublease Premises or the use and occupancy by Subtenant of the Sublease Premises and the services and facilities of the

Building. Subtenant also covenants and agrees not to do or cause to be done or suffer or permit any act or thing to be done or suffered which would or might (i) constitute or cause a default under the Master Lease, (ii) cause the Master Lease or the rights of Sublandlord thereunder to be canceled, terminated or forfeited, (iii) cause Sublandlord to become liable for any damages, costs, claims or penalties, or (iv) adversely affect or reduce any of Sublandlord's rights or benefits under the Master Lease.

B. Promptly after receipt by Subtenant, Subtenant shall deliver to Sublandlord a copy of any notice of default or any other notice, statement, demand and other communication given or sent by or on behalf of Master Landlord which relates or is applicable to (i) the Sublease Premises; (ii) the Master Lease; (iii) Subtenant's use and occupancy of the Sublease Premises; and (iv) the services and facilities of the Building being furnished to the Sublease Premises or Subtenant.

C. Subtenant shall abide by the policies and procedures promulgated by Sublandlord, a copy of which policies and procedures shall be provided to Subtenant.

D. The foregoing provisions are not intended to limit or affect the provisions of the Master Lease as incorporated herein. The indemnifications and obligations of this Section shall survive the expiration or earlier termination of this Sublease.

14. Sublandlord's Covenants.

A. Except as otherwise provided herein, Sublandlord covenants and agrees to perform and observe all of the terms, covenants, provisions, conditions and agreements of the Master Lease including, without limitation, any and all rules and regulations which shall be in effect from time to time during the Sublease Term, in such a manner so as to prevent the Master Lease from being terminated, unless in connection with any such termination, Master Landlord accepts this Sublease as a direct lease between Master Landlord and Subtenant.

B. Promptly after receipt by Sublandlord, Sublandlord shall deliver to Subtenant a copy of any notice of default or any other notice, statement, demand and other communication given or sent by or on behalf of Master Landlord which relates or is applicable to (i) the Sublease Premises; (ii) the Master Lease; (iii) Subtenant's use and occupancy of the Sublease Premises; and (iv) the services and facilities of the Building being furnished to the Sublease Premises or Subtenant.

C. The provision of this Section shall survive the expiration or earlier termination of this Sublease.

15. Master Landlord's Services.

A. Notwithstanding anything contained in this Sublease to the contrary, Subtenant agrees and understands that Sublandlord does not make or adopt any representation or warranty of Master Landlord that has been incorporated herein from the Master Lease. Subtenant acknowledges and agrees that, except as may be expressly set forth herein, all services, repairs, restorations and access to and for the Sublease Premises provided for under the Master Lease as the obligation of the Master Landlord will, in fact, be provided by Master Landlord, and Sublandlord shall have no obligations during the Sublease Term to provide any such services, repairs, restorations and access. Subtenant agrees to look solely to Master Landlord for the furnishing of such services, repairs, restorations and access. Sublandlord makes no representation that Master Landlord will provide or perform any of the services, repairs, restorations or access referred to and incorporated herein from the Master Lease. Sublandlord shall in no event be liable to Subtenant nor shall the obligations of Subtenant hereunder be impaired or the performance thereof be excused because of any failure or delay on Master Landlord's part in furnishing such services, repairs, restorations and access; provided, however, that if Sublandlord's Base Rent payable under the Master Lease is actually abated pursuant to the Master Lease in respect to the Sublease Premises or any portion thereof, or in respect to any services allocated to the Sublease Premises pursuant to this Sublease, then Base Rent payable hereunder by Subtenant shall also be abated during the same period and to the corresponding extent that Sublandlord's Base Rent is so abated. Except as otherwise specifically provided in this Sublease, Subtenant further acknowledges and agrees that Sublandlord shall have no obligations to (i) provide any insurance with respect to the Building, the Sublease Premises or the improvements therein (except as may be required of "Tenant" under the

Master Lease), or (ii) take any other action that Master Landlord is obligated to provide, make, comply with, take or cause to be done, under the Master Lease, and, except with respect to the provisions of Section 6, the only services or rights to which Subtenant is entitled hereunder are those to which Sublandlord is entitled as the "Tenant" under the Master Lease, and for all such services and rights under the Master Lease, Subtenant will look solely to the Master Landlord. Sublandlord hereunder assumes no liability for any covenants, indemnities, representations or warranties made by Master Landlord under the Master Lease, other than those that have been incorporated into this Sublease for performance by Sublandlord.

B. The provisions of this Section shall survive the expiration or earlier termination of this Sublease.

16. Cooperation. To the extent of any conflict or inconsistency between the rights granted to Subtenant hereunder and the rights of Sublandlord with respect to the Building and the Master Lease, Subtenant shall cooperate in good faith with Sublandlord to resolve any such conflict or inconsistency. Sublandlord will reasonably cooperate with Subtenant to cause Master Landlord to provide services required by Subtenant in addition to those otherwise required to be provided by Master Landlord under the Master Lease (such as after-hours air conditioning or heat). Subtenant shall pay Master Landlord's charge for those additional services promptly after receipt of an invoice therefor from Landlord or Sublandlord. If at any time a charge for any services is attributable to the use of the services both by Sublandlord and Subtenant, the cost shall be equitably divided between them.

17. Insurance. Subtenant shall maintain all insurance required by Section 15 of the Master Lease with respect to the Sublease Premises and shall deliver to Sublandlord policies of insurance and certificates or such other evidence of such insurance not later than January 1, 2014.

18. Brokers. Each party represents that it has not dealt with any broker or other real estate representative in connection with this Sublease. SUBTENANT AND SUBLANDLORD SHALL EACH INDEMNIFY THE OTHER AGAINST ALL COSTS, EXPENSES, ATTORNEYS' FEES, LIENS AND OTHER LIABILITY FOR COMMISSIONS OR OTHER COMPENSATION CLAIMED BY ANY BROKER OR AGENT CLAIMING THE SAME BY, THROUGH OR UNDER THE INDEMNIFYING PARTY.

19. Merger. All prior understandings and agreements between the parties are merged within this Sublease, which, along with the incorporated provisions of the Master Lease, fully and completely sets forth the understanding of the parties. This Sublease may not be changed or terminated orally or in any manner other than by written agreement signed by the party or parties against whom enforcement of the change or termination is sought.

20. Exculpation of Parties. Notwithstanding anything contained herein to the contrary, Subtenant shall look solely to Sublandlord (and Sublandlord's interest in the Sublease and Master Premises) to enforce Sublandlord's obligations hereunder and no partner, shareholder, director, officer, principal, employee or agent, directly and indirectly, of Sublandlord (collectively, the "Sublandlord Exculpated Parties") shall be personally liable for the performance of Sublandlord's obligations under this Sublease. Subtenant shall not seek any damages against any of the Sublandlord Exculpated Parties. The limitation on the personal liability of the Sublandlord Exculpated Parties shall not in any manner constitute a waiver of or affect any of the obligations of Sublandlord under this Sublease, nor limit Subtenant's rights to name any of the Sublandlord Exculpated Parties in any action or proceeding relating to this Sublease to the extent necessary to recover any judgment from Sublandlord or the Sublandlord Exculpated Parties, provided that no such judgment shall be personally enforced against any of the Sublandlord Exculpated Parties.

21. Notices. All notices, consents and demands hereunder shall be in writing and shall be personally delivered or sent via overnight delivery by a nationally recognized carrier, addressed to the other party at its address set forth in the Basic Lease Information of this Sublease, and shall be deemed received upon (i) delivery, if personally delivered, or on the date of attempted delivery, if delivery is refused, or (ii) upon delivery or refusal, as shown on the confirmation from the carrier, if sent via overnight delivery. Either party may, by notice in writing, direct that future notices or demands be sent to a different address.

22. Successors and Assigns. This Sublease shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

23. No Waiver. The failure of Sublandlord to insist in any one or more cases upon the strict performance or observance of any obligation of Subtenant hereunder or to exercise any right or option contained herein shall not be construed as a waiver or relinquishment for the future of any such obligation of Subtenant or any right or option of Sublandlord. Sublandlord's receipt and acceptance of payment of Base Rent or Sublandlord's acceptance of performance of any other obligation by Subtenant, with knowledge of Subtenant's breach of any provision of this Sublease shall not be deemed a waiver of such breach. No waiver by Sublandlord of any term, covenant or condition of this Sublease shall be deemed to have been made unless expressed in writing and signed by Sublandlord.

24. Counterparts. This Sublease may be executed in any number of counterparts with the same effect as if both parties had signed the same document. All counterparts shall be construed together and shall constitute one Sublease.

25. Time is of the Essence. Time is of the essence of each term and provision of this Sublease.

Signatures on next page.

Sublandlord and Subtenant have executed this Sublease on 12/30, 2013, effective as of the Effective Date.

SUBLANDLORD:

THE GREENHOUSE PROJECT, LLC,
a Colorado limited liability company

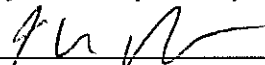
By: 

Name: Doug Vilsack

Title: Executive Director

SUBTENANT:

INTERNATIONAL DEVELOPMENT ENTERPRISES,
A Pennsylvania non-profit corporation

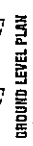
By: 

Name: TIMOTHY PREWITT

Title: CEO

EXHIBIT "A"
TO SUBLEASE AGREEMENT

Floor Plan of Sublease Premises



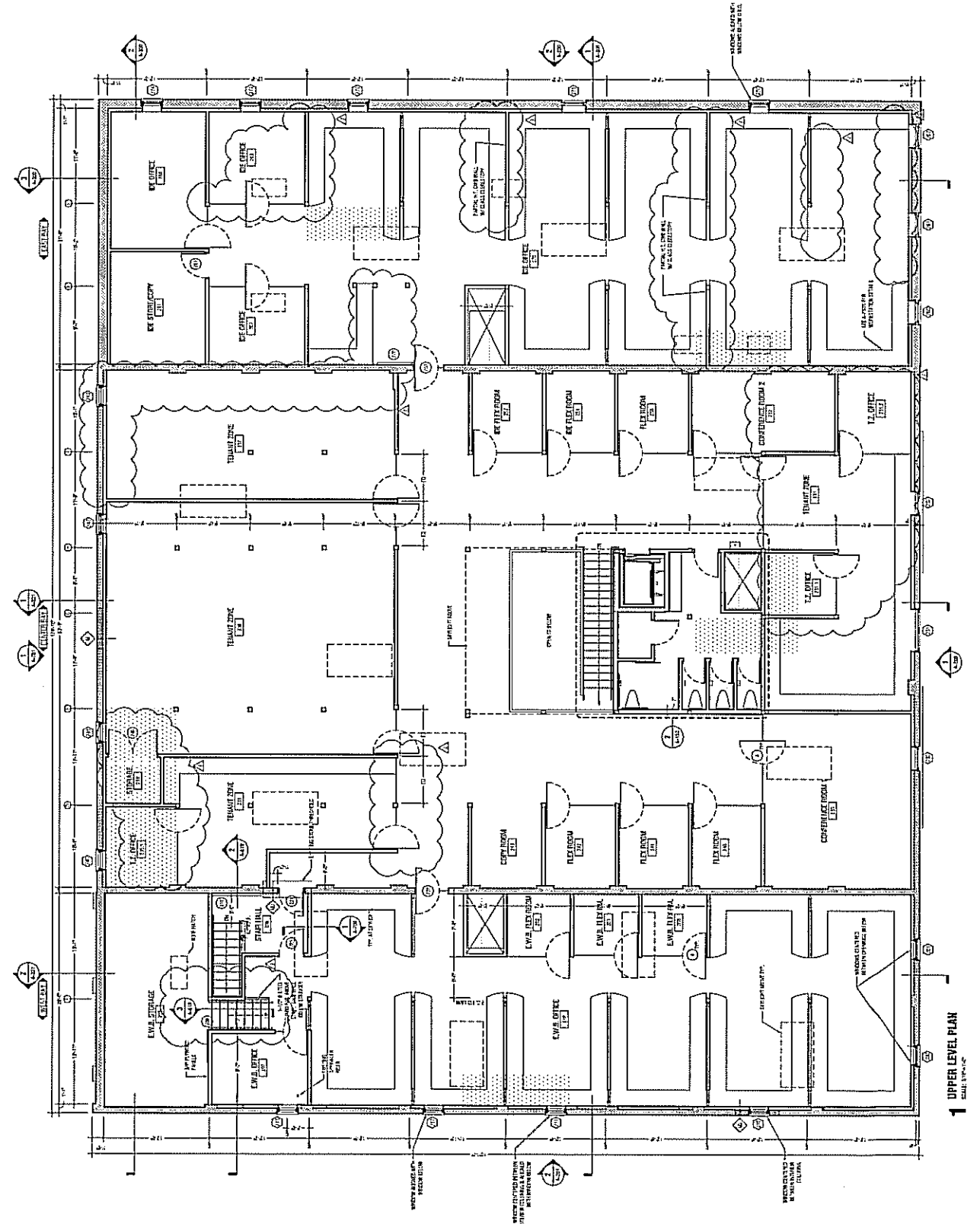


EXHIBIT "B"
TO SUBLEASE AGREEMENT

Master Lease

COMMERCIAL LEASE

BY

CURTIS PARK HORSE BARN, INC,
A subsidiary of
The Housing Authority of The City and County of Denver,
having an office at 777 Grant Street,
Denver, Colorado 80203
City and County of Denver
(the "Landlord")

AND

THE GREENHOUSE PROJECT, LLC
having an office at:

Pre Lease Commencement:
International Development Enterprises
1687 Cole Blvd, Suite 150
Golden, CO 80401

Post Lease Commencement:
1031 33rd Street.
Denver, Colorado 80205
City and County of Denver

COMMERCIAL LEASE

THIS COMMERCIAL LEASE (the "Lease") is made this 11 day of October 2012, by and between CURTIS PARK HORSE BARN, INC., a Colorado non-profit corporation, a wholly owned subsidiary company of The Housing Authority of the City and County of Denver, ("Landlord") and THE GREENHOUSE PROJECT, LLC, a Colorado Limited Liability Company ("Tenant"). Landlord and Tenant may be collectively referred to as the "Parties."

WITNESSETH, in consideration of the rents and covenants hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby rents from Landlord a portion of the building located at 1031 33rd Street, Denver, Colorado, also known as the Horse Barn, containing approximately 18,596 square feet of the building's approximate 25,000 total square feet as shown on Exhibit A attached hereto (hereinafter called "Premises"), upon the following terms and conditions:

1. Building. 1031 33rd Street, Denver, Colorado, (the "Building"), is a two story, multi tenant, approximately 25,000 square foot building, the interior of which is comprised of general office, assembly, and educational space with a small market and kitchen (Exhibit A). The building is intended to be a shared space with significant common areas in addition to designated office space

2. Premises. The Premises are located in a portion of the Building at 1031 33rd Street, Denver, Colorado, and contain approximately 18,596 square feet of rentable area as shown on Exhibit B attached hereto. The Premises consist of private office space, shared office space, and multiple common areas (Exhibit B).

3. Definitions.

a) Common Area – Areas of the building used and/or shared by all tenants of the Building, and that is collectively cared for and maintained by all tenants and subtenants. These areas include but are not limited to the following: conference rooms, kitchen, restrooms, hallways and stairways. These Common Areas serve all building tenants and visitors and are shown on the attached (Exhibit B). Each building tenant and subtenant is responsible for a pro-rata rent share of the Common Area.

b) "Day" means calendar day unless otherwise specified.

c) Subtenant – Any entity or organization that subleases one or more of the private office spaces identified as space A through Q in Exhibit B, from the Tenant.

d) Guaranteed Space – subtenant zones A and B identified in Exhibit B and further identified as space where Rents are financially guaranteed by International Development Enterprises and Engineers Without Borders respectively in Exhibit F

e) Non-guaranteed Space – subtenant zones C through Q identified in Exhibit B

4. Term. "Term" means a period of 120 months, commencing upon the later of June 1, 2013 or Landlord's completion of the Improvements, as described in Exhibit C, as evidenced by the issuance of certificates of occupancy for the Premises, and Tenant's acceptance thereof. The first day of the Term shall be the "Commencement Date". In the event that Landlord has not received certificates of occupancy for the Premises by November 1, 2013, tenant shall have the right to terminate this Lease without further liability to Landlord.

5. Option to Extend Term. Provided that Tenant is not in default under the terms of this Lease and continues to occupy the Premises, Tenant shall have one (1) option to extend the term of the Lease for an additional five (5) years. Tenant shall provide Landlord with written notice nine (9) months prior to the end of the Term indicating whether it intends to exercise its option to renew the lease. Base rent during the option term shall continue with fixed 3% annual escalator from base rent in year 10.

6. Rent. Beginning on the Commencement Date Tenant shall pay to Landlord an annual rent ("Rent") of One Hundred Eighty Nine Thousand Six Hundred Seventy-Nine Dollars and 20/100 Dollars (\$189,679.20). The annual Rent is equal to \$8.20 per square foot for Base Rent plus \$2.00 per square foot for Tenant Improvement (TI) fee for a rentable area equal to 18,596 square feet. Such Rent, together with any escalation of rent provided for herein, shall be due and payable without prior notice, demand, deduction, or offset in 12 equal monthly installments on the first day of each calendar month during the Term of this Lease. In the event the Commencement Date is something other than the first day of the month, then the first month's Base Rent and Tenant's Pro Rata Share of estimated Operating Expenses shall be prorated for the month. The Base Rent shall increase at a fixed rate of 3% per year on the anniversary of the Commencement Date, in accordance with the following schedule:

BASE RENT + TI REPAYMENT
SCHEDULE

Estimated SF	Base Rent	TI FEE	Total Rent	Total Annual	Total Monthly
18,596	3% escalator	fixed			
Year 1	\$8.20	\$2.00	\$10.20	\$189,679.20	\$15,806.60
Year 2	\$8.45	\$2.00	\$10.45	\$194,253.82	\$16,187.82
Year 3	\$8.70	\$2.00	\$10.70	\$194,253.82	\$16,187.82
Year 4	\$8.96	\$2.00	\$10.96	\$203,818.88	\$16,984.91
Year 5	\$9.23	\$2.00	\$11.23	\$208,817.69	\$17,401.47
Year 6	\$9.51	\$2.00	\$11.51	\$213,966.46	\$17,830.54
Year 7	\$9.79	\$2.00	\$11.79	\$219,269.69	\$18,272.47
Year 8	\$10.08	\$2.00	\$12.08	\$224,732.02	\$18,727.67
Year 9	\$10.39	\$2.00	\$12.39	\$230,358.22	\$19,196.52
Year 10	\$10.70	\$2.00	\$12.70	\$236,153.21	\$19,679.43
Year 11	\$11.02	\$2.00	\$13.02	\$242,122.05	\$20,176.84

Year 12	\$11.35	\$2.00	\$13.35	\$248,269.95	\$20,689.16
Year 13	\$11.69	\$2.00	\$13.69	\$254,602.29	\$21,216.86
Year 14	\$12.04	\$2.00	\$14.04	\$261,124.59	\$21,760.38
Year 15	\$12.40	\$2.00	\$14.40	\$267,842.57	\$22,320.21

7. Security Deposit. Upon Lease Commencement, Tenant shall pay to Landlord a security deposit of last month's rent in the total amount of \$19,679.43 (the "Security Deposit") to be held by Landlord as security for the faithful performance of every provision of this Lease, including but not limited to the provisions relating to the payment of Base Rent, and other amounts due hereunder. Landlord may (but shall not be required to) use, apply or retain all or any part of this Security Deposit for the payment of rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default or to compensate Landlord for any other direct loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is to be used or applied, Tenant shall, within ten (10) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to the amount set forth above, and Tenant's failure to do so shall be deemed a default by Tenant under this Lease. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by Tenant, the Security Deposit, or any balance thereof, shall be returned to Tenant (or Tenant's assignee) at the expiration of the term and after Tenant has vacated the Premises; however, in no event shall Landlord be under any obligation to return the Security Deposit earlier than thirty (30) days and no later than sixty (60) days after the expiration of the term.

8. Purpose and Use The Premises are to be used for general office, assembly and educational purposes not inconsistent with the character and type of tenancy found in comparable office, assembly and educational buildings in the Denver metropolitan area and for no other purpose. In its sole discretion Landlord may approve additional uses of the Premises. In the event that Tenant wishes to use the Premises for any use other than those approved in this Lease Tenant must submit a written request to Landlord and receive Landlord's written approval prior to the commencement of any such additional use. Under no circumstances shall the Premises be used by Tenant, or by Tenant's permitted assigns and subtenants, for the following uses: trades or businesses consisting of the operation of any private or commercial golf course, country club, massage parlor, hot tub facility, race track, or other facility used for gambling, any store the principal business of which is the sale of alcoholic beverages for consumption off the premises, medical marijuana dispensary or distribution center, adult book or video store, or strip club.

Tenant may serve alcohol at events held on the Premises under the following conditions:

a) Tenant must comply with all local and state laws, ordinances, orders, rules, regulations, and other governmental requirements governing the serving and consumption of alcohol; and

b) Tenant shall maintain liquor liability insurance coverage at all times.

Landlord reserves the right to use the Common Area and shared conference rooms with advanced notice as long as it does not interfere with Tenant usage and quiet enjoyment of the space.

9. Taxes. Landlord shall pay all real estate taxes, if any, levied against the Building, including the land upon which the Building is situated and Tenant shall have no obligation for any such taxes. Tenant shall promptly, as and when the same become due and payable, pay and discharge all personal property taxes on Tenant's personal property located on the Premises. The Tenant shall also promptly, as and when the same become due and payable, pay and discharge all sales and use taxes payable by it, all withheld Colorado employee's income taxes, and all other taxes, charges or governmental impositions for which the Tenant is liable and which could or might, if not paid, result in a claim or charge or lien against any part of the Building or Premises.

10. Failure to Pay. If Tenant shall fail to pay any amounts due under this Lease, subject to and further defined by the Guaranty of Lease attached as Exhibit F, within seven (7) days after written notice from Landlord that the same is due, Tenant shall be obligated to pay Landlord a late payment fee equal to Ten and 00/100 Dollars (\$10.00) per day, commencing on the seventh (7th) day after the scheduled due date for such payment and continuing for each day that Tenant fails to pay Landlord all past due amounts; provided, however, Landlord shall not be obligated to give Tenant notice of such past due payment more than once during a twelve (12) month period.

11. Tenant Improvements. The Landlord will cause to be completed the mutually agreed upon Building improvements ("Improvements"), as depicted in the Construction Documents dated May 10, 2012 that have been previously shared and agreed by Tenant, see attached Exhibit C. Landlord will ensure that the Improvements are completed in accordance with all applicable laws and regulations. Landlord and Tenant agree that each party is independently responsible to fund their portion of the Building construction budget in order for the Improvements to be completed in accordance with the construction schedule. Landlord is responsible for "Core & Shell" costs while Tenant is responsible for "Tenant Improvement" costs identified in the mutually agreed upon construction budget (Exhibit E). Tenant is responsible for the payment of The Greenhouse Project, LLC Tenant Improvement Total Project Cost (TPC) of the overall construction budget in the amount of \$717,493 according to the below Tenant Improvement Payment Schedule. Any additional costs in excess of the Total Project Cost shall be the responsibility of the Landlord, unless such increase is due to a change in scope or change order requested by Tenant.

TI FUNDING SCHEDULE w DHA LOAN	COST	DUE DATE
1/3	\$79,164	9/15/2012
1/3	\$79,164	12/15/2012
1/3	\$79,164	4/15/2013
CASH FUNDING BY LEASE COMMENCEMET	\$237,493	
TI LOAN \$480,000 (+\$2.00PSF/15 YR)	\$480,000	
TOTAL PROJECT COST	\$717,493	

IF 100% of Tenant's cash funding is delivered to DHA prior to the Commencement Date as agreed to in the above Tenant Funding Schedule, Landlord agrees to give Tenant one (1) month free rent at the start of Term.

IF 100% of Tenant's cash funding is **not** delivered to DHA as cash in hand prior to the Commencement Date as agreed to in the above Tenant Funding Schedule, Tenant will be charged ten percent (10%) interest per annum on the remaining unpaid cash in hand balance. The interest charges will be added to monthly base rent, and the principal balance is to be paid as soon as possible within the following twelve (12) months. Base rent will return to the scheduled monthly amount once all remaining principal and interest amounts are paid in full.

IF Tenant does not exercise the five (5) year option to renew or breaks the lease early, a balloon payment for all remaining monies owed from Total Project Cost is due at the end of Tenant's term and shall be paid to Landlord within sixty (60) days of lease termination.

12. Maintenance/Repairs Landlord Duties. During the Term and any extensions thereof, Landlord will, at its own expense, keep and maintain: (i) the interior and exterior of the Premises in good working order and repair, including, but not by way of limitation, the roof, spouting, gutter, plumbing, HVAC systems and distribution, electrical systems, elevator mechanical systems, all doors and windows and (ii) all exterior areas which are adjacent to and/or serve the Premises, including basic right of way landscaping and parking. Landlord shall keep the parking areas which serve the Premises in good order and repair and free from obstructions, ice and snow. Landlord shall at no time be under any obligation to make repairs or conduct maintenance to the interior, exterior or surrounding areas of the Premises, resulting from, directly or indirectly, the Tenant's negligent acts or omissions.

13. Maintenance/Repairs Tenant's Duties. Tenant shall be responsible for all building janitorial duties, trash and recycling removal, and all routine maintenance and operations duties such as bulbs and ballasts replacement, window cleaning, carpet cleaning, and other ordinary routine maintenance obligations not specifically identified as Landlord's duty in Section 12 above. Notwithstanding anything to the contrary set

forth in this Section 13, Tenant shall not be obligated to surrender the Premises to Landlord in a condition that is above the condition of the Premises as it exists upon the date of this Lease provided, however, that maintenance, repairs or replacements that are necessitated as a result of Tenant's negligence or specific use of the Premises shall be the responsibility of Tenant. Ordinary wear and tear is excepted.

14. Historic Designation. Tenant acknowledges that portions of the Premises have been Landmark designated and the building itself sits in a designated Historic District. Tenant will not make any alterations to the Premises or take any other action, which might jeopardize such designation or violate any law, regulation, or ordinance governing historic structures.

15. Insurance. Landlord will maintain property insurance covering the Premises. The Tenant shall procure and maintain at its own cost at all times during the term of this Lease and any extensions hereof the following:

A. Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, and an umbrella/excess liability in the amount not less than \$2,000,000 (i.e. General Liability of \$3 million is acceptable)

B. Worker's Compensation in the amount required by Colorado Law.

C. Automobile Liability on owned and non-owned motor vehicles used on the site or in connection therewith of not less than \$1,000,000 per occurrence limit for bodily injury or death and damage to the property of others.

D. Special Form Property insurance coverage on Tenant's property and contents of the Premises.

All policies shall be issued by carriers having ratings of Best's Insurance Guide A and VII or better, and admitted to engage in the business of insurance in Colorado. With the exception of Worker's Compensation and Automobile Liability, the policies shall name Curtis Park Horse Barn Inc. and The Housing Authority of the City and County of Denver as an additional insured for the term of the lease, pursuant to an additional insured endorsement. Each policy shall contain a valid provision of endorsement stating, "This policy will not be cancelled without first giving thirty (30) days written notice thereof to the Landlord, attention Finance Department, 777 Grant Street, 4th Floor, Denver, Colorado 80203 sent by certified mail return receipt requested." Any employee or visitor of the Tenant to whom the property shall be entrusted or allowed access by the Tenant will be acting as Tenant's agent with respect to such property and Landlord shall not be liable for any damage to the property of the Tenant or others entrusted to employees, nor for the loss of or damage to any property of Tenant by theft or otherwise and Tenant shall indemnify Landlord of and from any loss or damages, costs or actions Landlord may suffer or incur as a result of such loss or damage to property. Tenant shall procure and maintain, at its own expense and cost, any additional kinds and amounts of insurance that, in its judgment, may be necessary for its proper protection in the performance under this Lease.

16. Waiver of Subrogation. Notwithstanding anything in this Lease to the contrary, each of the Parties, on behalf of themselves and their respective successors,

assigns, commissioners, agents, employees, officers, directors and representatives, hereto waives any and all rights of recovery against the other party for any loss or damages suffered by the Premises or by any of the contents within the Premises or as a result of any event, peril or occurrence covered by insurance. No carrier of insurance on the Premises shall have any right of subrogation against the Landlord or the Tenant, arising out of any claim paid under any insurance policy, issued by such carrier. All insurance policies on the Premises shall be so endorsed, if such endorsements are reasonably available from insurance companies or carriers that are acceptable to both Parties.

17. Lien Protection. During the Term, Tenant shall keep the Premises free and clear of any and all liens or claims of whatsoever type or nature that arise by, through or on account of Tenant (and no other), including mechanic's liens and materialman's liens. However, if any such lien or claim is filed, the terms and provisions contained in this paragraph shall not be deemed to be breached if the Tenant does either of the following:

(a) Causes such lien to be fully released within thirty (30) days after it was filed; or,

(b) Properly bond over such lien pursuant to Colorado law within thirty (30) days after such lien was filed; or,

(c) Provide Landlord other means of reasonable security such as cash collateral; or

(d) Contest in good faith and with reasonable diligence the validity of any such lien or claim, provided that Tenant gives Landlord such security as may be deemed reasonably satisfactory to Landlord to insure payment thereof and to prevent any sale, foreclosure, or forfeiture of the Premises.

Tenant shall indemnify and hold harmless Landlord against any claim, loss, cost, demand and legal or other expense, whether in respect of any lien or otherwise, arising out of the supply of materials, or work done or caused to be done by Tenant upon the Premises. Tenant shall immediately notify Landlord of any such lien, claim of lien or other action of which it has knowledge and which affects the title to the Premises or any part thereof. Tenant shall permit Landlord to post a notice on the Premises as may be contemplated by applicable law, as amended from time to time, or any comparable or other statutory provision for protection of the Premises and Landlord's interest in the Premises from mechanic's or other liens and to take all other actions Landlord may reasonably desire to protect Landlord's interest in the Premises.

18. Indemnification. To the fullest extent permitted by law, Tenant shall release, indemnify and save harmless the Landlord, its employees, agents and representatives from and against any and all loss of or damage to property or injuries to or death of any person or persons, including property and employees or agents of the Landlord and shall defend, indemnify and save harmless the Landlord, its employees, agents and representatives from any and all claims of any kind or nature whatsoever, including worker's compensation claims of or by anyone, in any way, resulting from, or

arising out of, directly or indirectly, the performance of Tenant's operations under this Lease; provided however, Tenant shall not be required to defend, indemnify and save harmless the Landlord, its employees, agents and representatives from claims, suits or expenses, including worker's compensation claims resulting from the sole negligence, fault or intentional misconduct of the Landlord, its employees, agents or representatives.

19. Acceptance of Premises. Upon the Tenant's acceptance of the Improvements as provided herein, Tenant shall be deemed to have accepted the Premises in its then existing condition and shall maintain the Premises and all contents thereof in clean, neat condition and, except as otherwise provided herein, except for those obligations of Landlord provided herein, Tenant shall maintain the premises and all contents thereof in good repair and shall deliver the Premises to Landlord in such condition and repair at the end of the Term, ordinary wear and tear excepted;

20. Alterations and Additions. Tenant may not make any structural changes to the Premises without Landlord's prior written consent. Tenant may, without Landlord's prior consent, make non-structural alterations to the Premises, such as decorating, repairing and maintaining the same. . Any such work, beyond the Improvements contemplated in Exhibit C, shall be performed by Tenant at Tenant's sole cost and expense. Tenant may install, at Tenant's sole cost and expense, interior and exterior signs on the Premises upon Landlord's prior written consent for exterior signs only, which such consent shall not be unreasonably withheld, conditioned or delayed, provided that all such signage must comply with all applicable laws, building codes, historic and/or Landmark designation and regulations.

21. Utilities. Unless otherwise provided below, the Tenant shall pay all charges for light, heat, gas, water, electricity, sewerage services, and for any and all other utilities or utility services charged to the Premises during the term of this Lease, promptly as and when the same become due and payable. Tenant shall supply to the Landlord: (i) evidence that all such utilities have been placed in Tenant's name within thirty (30) days of the Lease Commencement Date, and (ii) evidence of such actual payments promptly following Landlord's written request therefor. If the Utilities are not billed directly to Tenant but are billed to Landlord, Tenant shall reimburse Landlord, as Additional Rent, for such costs within ten (10) day following Tenant's receipt of Landlord's written demand therefor.

22. Parking. Tenant and its visitors shall have access to the shared building use of seventy-five percent (75%) of the total surface parking lot spaces adjacent to the Premises for the Term of this Lease at no additional charge. All other parking shall be accommodated by neighborhood street parking.

23. Surrender of Premises, Holdover. Tenant agrees that if it fails to surrender the Premises at the end of the Term to Landlord Tenant (i) will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, (ii) will indemnify Landlord from and against all claims and demands made against Landlord founded upon delay by Tenant in delivering possession of the Premises, and (iii) shall pay to Landlord, in addition to any charges due hereunder, an amount equal to 125% of

the then current Rent for each month or any part thereof that Tenant remains in possession of the Premises after the expiration of the Term.

24. Damage by Fire or Casualty. If the Premises are damaged by fire or other casualty, Landlord may elect to: (i) rebuild the Premises, in which event, Landlord shall promptly commence and diligently prosecute restoration of the Premises to the same condition, as nearly as practicable, as prior to such fire or other casualty, and rent shall abate during the period of such rebuilding, or (ii) terminate this Lease upon thirty (30) days prior written notice to Tenant, which notice shall be given to Tenant within sixty (60) days following the date of such fire or other casualty. In the event the damage cannot be repaired within one hundred and twenty (120) days following the date of fire or other casualty, Tenant shall have the option to terminate this Lease by written notice to Landlord.

25. Condemnation. If all or a substantial part of the Premises are taken or condemned by a governmental, quasi-governmental, public or other authority for any public or quasi-public use or purpose, then the Term will end as of the date of such taking, and all Rent otherwise due following the date of such taking shall abate. If such a portion of the Premises is taken that does not render the Premises unusable for Tenant's purposes, in Tenant's reasonable judgment, this Lease shall continue in full force and effect, and Rent shall be equitably adjusted in proportion to that portion of the Premises which is taken. Any award granted for a taking shall be the sole property of Landlord; provided, however, that Tenant shall be entitled to claim and receive any award for the taking of any property personally owned by Tenant and/or the interruption of Tenant's business and moving expenses, and any other amounts customarily awarded to tenants under similar circumstances.

26. Hazardous Materials.

A. Tenant, its agents and employees or sublease tenants, will not violate or cause to be violated any federal, state or local law, ordinance or regulation relating to the environmental conditions on, under or about the Premises or the land, including, soil and ground water conditions. Tenant, its agents and employees will not introduce, use, generate, store, accept or dispose of on, under or about the Premises or the land or transport to or from the Premises or the land any hazardous wastes, toxic substances, pollutants, or related materials ("Hazardous Materials"), except Landlord will permit Tenant to use and store office and cleaning supplies and other Hazardous Materials in such quantities as are necessary for and are typically found pursuant to Tenant's use of the Premises as set forth in Section 26 herein above, so long as the presence of such items does not violate any laws or regulations governing the use, storage, transportation or disposal of such items. The term Hazardous Materials includes substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1802; and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 *et seq.*; and any other substances considered hazardous, toxic or the equivalent pursuant to any other applicable laws and in the regulations adopted and publications promulgated pursuant to said laws or any future laws or regulations (collectively, the "Environmental Laws").

B. Tenant shall arrange for disposal or other proper disposition of Hazardous Materials generated, stored or treated in Tenant's operations in or about the Premises in a manner consistent with sound industry practice for the purpose of avoiding liability under applicable Environmental Laws.

C. At the expiration or prior termination of this Lease, Tenant will clean up and remove or cause to be cleaned up and removed from, under or about the Premises, any Hazardous Materials that Tenant or its agents or employees have or have caused to be introduced during the Term, at its sole cost, and will ensure that such removal is conducted in compliance with all applicable Environmental Laws.

D. This Section 26 will survive the expiration or earlier termination of this Lease.

27. Notices. All notices, amendments, modifications, or other communications hereunder will be in writing and will be deemed duly given if delivered by hand, or by a nationally recognized delivery service providing receipt evidencing such delivery, or by facsimile transmission the receipt of which is confirmed, or by certified or registered mail return receipt requested, postage prepaid. Notices shall be sent to:

Landlord:

Housing Authority of the City and County of Denver
C/O Curtis Park Horse Barn Inc.
777 Grant Street, 6th Floor
Denver, Colorado 80203
Attention: Real Estate Dept

Copy to:

Housing Authority of the City and County of Denver
C/O Curtis Park Horse Barn Inc.
777 Grant Street, 6th Floor
Denver, Colorado 80203
Attention: Agency Counsel

Tenant:

The Greenhouse Project, LLC
1031 33rd Street
Denver, Colorado 80205
Attention: President/CFO

Notice of a change of address must be given in writing pursuant to this Section 27. Notice will be deemed to have been given upon receipt or at the time delivery is refused.

28. Landlord's Right to Cure Tenant's Default. If Tenant fails to pay any amount or to do any act Tenant is required to perform under this Lease (other than to pay Rent), Landlord may, but will not be required to, pay such amount or do such act, and Tenant will reimburse Landlord for the total cost thereof, if paid or done by Landlord, with interest on such amount at 10% per annum from the date paid by Landlord, and such amount will constitute additional rent hereunder due and payable with the next monthly installment of Rent; but Landlord's paying such amount or doing such act will not operate to cure such default or to estop Landlord from pursuing any remedy to which Landlord would otherwise be entitled. Notwithstanding any other provision in this Lease, if Tenant fails to pay any amount of Rent due to the default or vacancy of one or more subtenants, and therefore creates an Event of Partial Default for the Tenant, the Tenant will have sixty (60) days to enter into a lease with another subtenant or cure all default Rent payments. In the event the Tenant is unable to secure a lease for that portion of the Premises or cure default within sixty (60) days the Landlord has the right, but not the obligation, to assign The Greenhouse Project LLC a new subtenant for that particular portion of the Premises to a subtenant identified by Landlord. Tenant agrees to execute a sublease with assigned subtenant for the terms and conditions negotiated by Landlord, using Tenant's standard sublease. If at any time the amount of Rent that Tenant fails to pay after sixty (60) days meets or exceeds Rent due for 1,750 square feet of Non-guaranteed space Landlord has the right, but not the obligation, to take back some or all of the Non-guaranteed space, regardless of the standing of any Subtenants, and/or assign the Tenant a new subtenant for any portion of the Non-guaranteed space. While the Landlord will use reasonable efforts to identify community development oriented non-profit subtenants, it is under no obligation to do so if a sublease with such a subtenant cannot be executed with reasonable efforts.

29. Limitation on Liability. In the event of a default by Landlord, Tenant may recover only to the extent of Landlord's interest in the Premises and Tenant may not recover against any director, officer, shareholder member or partner of Landlord or against any other assets of Landlord. In the event of a transfer of its interest by Landlord, Landlord shall be released from all obligations, except those arising prior to transfer, upon the assumption of liability under this Lease by the transferee. Nothing in this Lease shall be construed as an express or implied waiver by the Landlord of its governmental immunity, as an express or implied acceptance by the Landlord of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

30. Non-Waiver. The acceptance of rent by the Landlord shall never be deemed or taken to be a waiver by the Landlord of any breach or default in the performance of all of the Tenant's duties, obligations and liabilities under the terms and provisions of this Lease. No assent, expressed or implied, to any breach or default of any one or more of the terms, covenants, provisions, promises and conditions contained in this Lease shall ever be deemed or taken to be a waiver of any succeeding or additional breaches or defaults. No waiver of strict performance of any and all of the covenants, provisions, conditions and promises contained in this Lease shall ever be deemed or taken to be a waiver of future strict performance of the same.

31. Attorney's Fees. In the event of any dispute hereunder, or any default in the performance of any term or condition of this Lease, the substantially prevailing party in any proceeding shall be entitled to recover all costs and expenses associated therewith, including reasonable attorney's fees.

32. Subordination. Landlord shall have the right to subordinate this Lease to any ground Lease, deed of trust or mortgage encumbering the Premises, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Tenant shall cooperate with Landlord and any lender, which is acquiring a security interest in the Premises or the Lease. Tenant shall execute such further documents and assurances as such lender may reasonably require, provided that Tenant's obligations under this Lease shall not be increased in any material way (the performance of ministerial acts shall not be deemed material), and Tenant shall not be disturbed if Tenant pays the rent and performs all of Tenant's obligations under this Lease and is not otherwise in default. If any ground lessor, beneficiary or mortgagee elects to have this Lease prior to the lien of its ground Lease, deed of trust or mortgage and gives written notice thereof to Tenant, this Lease shall be deemed prior to such ground Lease, deed of trust or mortgage whether this Lease is dated prior or subsequent to the date of said ground Lease, deed of trust or mortgage or the date of recording thereof.

33. Attornment. If Landlord's interest in the Premises is acquired by any ground lessor, beneficiary under a deed of trust, mortgagee, or purchaser at a foreclosure sale, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Property and recognize such transferee or successor as Landlord under this Lease. Tenant waives the protection of any statute or rule of law, which gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Property upon the transfer of Landlord's interest.

34. Signing Of Documents. Tenant shall sign and deliver any instrument or documents necessary or appropriate to evidence any such attornment or subordination or agreement to do so. If Tenant fails to do so within ten (10) days after written request, Tenant hereby makes, constitutes and irrevocably appoints Landlord, or any transferee or successor of Landlord, the attorney-in-fact of Tenant to execute and deliver any such instrument or document.

35. Estoppel Certificates. Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated; (iii) the last date of payment of the Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, stating why); and (v) such other representations or information with respect to Tenant or the Lease as Landlord may reasonably request or which any prospective purchaser or encumbrancer of the Property may require. Tenant shall deliver such statement to Landlord within ten (10) days after Landlord's request. Landlord may give any such statement by Tenant to any prospective purchaser or encumbrancer of the

Premises. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.

If Tenant does not deliver such statement to Landlord within such ten (10) day period, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease. In such event, Tenant shall be estopped from denying the truth of such facts.

36. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Lease, and all rights of action relating to such enforcement, shall be strictly reserved to Landlord and Tenant, and nothing contained in this Lease shall give or allow any such claim or right of action by any other or third person on such Lease. It is the express intention of the Landlord and Tenant that any person other than the Landlord or Tenant receiving services or benefits under this Lease shall be deemed to be an incidental beneficiary only.

37. Paragraph Headings. The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors and assigns, and subtenants.

38. No Recordation. Tenant shall not record this Lease without prior written consent from Landlord. However, Landlord may require that a "Short Form" memorandum of this Lease executed by the Parties be recorded.

39. Force Majeure. If Landlord cannot perform any of its obligations due to events beyond Landlord's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond Landlord's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood, or other casualty, shortages of labor or material, government regulation or restriction and weather conditions. Insufficient funds is not a basis for a force majeure event.

40. ADA Compliance. Tenant shall not cause or permit any violation of the Americans with Disabilities Act ("ADA"), 42 U.S.C. Section 12101, et seq., to occur on or about the Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, damages arising from any adverse impact on marketing of space of the Premises, sums paid in settlement of claims, attorney's fees, consultation fees and expert fees) which arise during or after the term of this Lease as a

result of such violation. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any remedial work required by a federal, state or local government agency or political subdivision because, or any ADA violation present on or about the Premises, caused by Tenant. Tenant shall be permitted to make such alterations to the Premises as may be necessary to comply with the ADA, at Tenant's sole expense. Without limiting the foregoing, if the presence of any ADA violation on the Premises caused or permitted by Tenant results in remedial work on the Premises, Tenant shall promptly take all actions at its sole expense as are required by any federal, state or local governmental agency or political subdivision to comply with the ADA provided that Landlord's consent shall be obtained, such consent not to be unreasonably withheld.

41. Binding Effect. This Lease and all of the matters herein contained shall be and remain fully binding upon, enforceable by and inure to the benefit of the personal representatives, successors and assigns of each of the Parties hereto.

42. Severability. Should any provision of this Lease be declared invalid by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect regardless of such declaration.

43. Venue. Each and every term, provision or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law, without regard to conflict of law provisions. Venue for any actions arising hereunder shall be in the City and County of Denver, Colorado.

44. Assignment and Subletting. Tenant may assign this Lease, with Landlord's prior written consent, provided that the assignee utilizes the Premises as office space, assembly or education purposes and has a mission or purpose substantially similar to that of Tenant; such consent not to be unreasonably withheld, conditioned or delayed. Tenant may sublet any portion of the Premises, excluding Common Area, without Landlord's consent as long as subtenant has a mission or purpose substantially similar to that of Tenant. All building tenants reserves the right to rent or reserve the building Common Area for single use events for daily or short-term usage as Tenant sees fit as long as renter usage does not compromise the building or tenants in any manner. Tenant agrees to share sublease and rental income statements with Landlord if requested. Under no circumstances shall the Premises be used by Tenant, or by Tenant's permitted assigns and subtenants, for the following uses: trades or businesses consisting of the operation of any private or commercial golf course, country club, massage parlor, hot tub facility, race track, or other facility used for gambling, any store the principal business of which is the sale of alcoholic beverages for consumption off the premises, medical marijuana dispensary or distribution center, adult book or video store, or strip club.

45. Right of First Refusal. Shall Landlord decide to sell the Building during the term of this lease, Tenant shall have a Right of First Refusal, working with other Building tenants, to purchase the Building at competitive terms. The Parties agree that an assignment of this Lease by Landlord will not give rise to this Right of First Refusal.

46. Additional Covenants. IT IS FURTHER AGREED that:

A. Landlord shall not be responsible for loss of, damage to, and/or theft of Tenant's property and Tenant shall occupy and conduct business from the Premises at its own risk, except to the extent that any loss, damage or theft is caused by the sole negligence or intentional misconduct of Landlord. This Lease contains all of the obligations, representations and warranties of Landlord and Tenant with respect to the Premises and this Lease, and there are no others.

B. This Lease may be amended from time to time, provided that any such amendment shall be in writing and consented to by Landlord and Tenant, such consent not to be unreasonably withheld, conditioned or delayed. Failure to obtain both Landlord's and Tenant's consent shall deem such amendment void and of no further affect. This Lease supersedes any and all prior written or oral agreements and there are no covenants, conditions or agreements between the Parties except as set forth in this Lease.

C. So long as Tenant is not in default hereunder, Tenant shall have the right to the peaceful and quiet enjoyment and occupancy of the Premises. Tenant shall have access to the Premises 24 hours a day, seven (7) days per week, subject to reasonable security requirements of Landlord.

D. The Landlord and its agents or employees may enter the Premises for any lawful purposes at any and all reasonable times during the term of this Lease.

E. Whenever under this Lease "reasonableness" is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

F. The person or persons signing and executing this Lease on behalf of the Tenant and the Landlord, do hereby warrant and guarantee that he/she or they have been fully authorized by the Tenant or the Landlord (whichever is applicable) to execute this Lease on behalf of the Tenant and Landlord (whichever is applicable) and to validly and legally bind the Tenant and Landlord to all the terms, performances and provisions herein set forth.

G. Tenant shall, during the Term, comply in all material respects with all laws, ordinances, rules and regulations affecting the Premises, as well as the rules, regulations and directives, written or verbal, established from time to time, by Landlord. Tenant shall give written notice within two (2) business days from receipt thereof to Landlord of any notice it receives of the violation of any law or requirement of any public authority with respect to the Premises or the use or occupation thereof. Landlord shall give written notice within two (2) business days from receipt thereof to Tenant of any notice it receives relative to the violation by Tenant of any law or requirement of any public authority with respect to the Premises or the use or occupancy thereof.

H. Term Delay – Tenant acknowledges there is the possibility of up to a twelve (12) month construction schedule after the closing of the New Market Tax Credit loan. Landlord will use its best efforts to deliver the Premises prior to the Commencement Date. In the event the Landlord shall suffer unforeseen delays of delivering tenant occupancy beyond the Commencement Date and such delay, if any, is due to Landlord's gross negligence, Landlord will use all reasonable efforts to mitigate any potential loss to the Tenant.

I. Landlord reserves the right to sell the building and assign the lease at any time to a DHA owner entity without offering a first right of refusal to the Tenant. All building management duties will remain the obligation of DHA shall an owner entity sale occur.

J. Broker - In consideration of Tenant's prior existing relationship with Leuthold Commercial Properties, Landlord agrees to pay a one-time broker fee equal to 3% of the net lease amount for the first five years of the lease and 1.5% of the net lease amount for the last five years of the lease. Such fee will be paid 33% upon lease execution, 33% upon occupancy and the remaining 33% over the first 24 months of the lease term. Each party agrees to indemnify and hold the other harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation related to this transaction.

K. Limitations of LLC. It is understood and agreed between all parties that the Tenant has limited or no financial resources and is unlikely to have any financial resources other than the rents and security deposits received from its subtenants during the Term of this Commercial Lease. For this reason, it is further agreed that the Landlord will not seek to recover any monies from Tenant caused by the failure of one or more subtenants to pay rent, monies and charges due. Landlord further agrees not to seek to recover any monies from International Development Enterprises or Engineers Without Borders due to any default by the Tenant under this Commercial Lease other than the rent, monies and charges due for their allocated share of the Premises as stated in the Guaranty of Lease attached to this Commercial Lease as Exhibit F.

L. Tenant acknowledges and agrees that its use of the premises is restricted in order to permit the Landlord to comply with the New Markets Tax Credit program statute and regulations. Landlord has agreed with its lender that it shall not suffer, cause or permit the Premises to be leased (whether directly by any tenant or through any subtenant) to any tenant, the trade or business of which consists of the operation of any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, racetrack or other facility used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises, nor shall any part of the tenant's business activities include the rental to others of any portion of the Premises as residential rental property, as defined in Section 168(e)(2)(A) of the Internal Revenue Code (collectively, the "Excluded Business"). Tenant hereby agrees that it does not and shall not conduct (whether directly or through any subtenant or licensee) any Excluded Business at the Premises (the "Excluded Business Prohibitions"). Landlord shall enforce all provisions of this Lease pertaining to the Excluded Business Prohibitions. Failure of Tenant to strictly comply with the Excluded Business Prohibitions shall be a basis for immediate termination of the Lease, notwithstanding any notice, grace or cure period otherwise set forth in this Lease."

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Lease as of the date set forth above.


LANDLORD:

CURTIS PARK HORSE BARN, INC, a Colorado non-profit corporation and a subsidiary of The Housing Authority of The City and County of Denver

By: 
Ismael Guerrero, ~~Executive Director~~
Chairperson *IS*

TENANT:

THE GREENHOUSE PROJECT, LLC

By: 
Andrew Romanoff, Manager

APPROVED AS TO FORM:

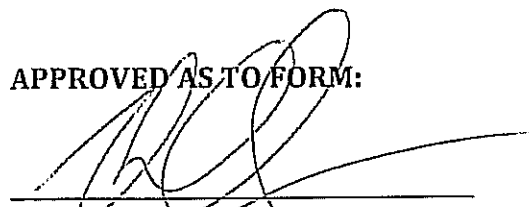

Joshua Crawley, Agency Counsel
for the Housing Authority of the
City and County of Denver

EXHIBIT A

BUILDING

2 story

**44-38861-1
INVESTIGATIVE**

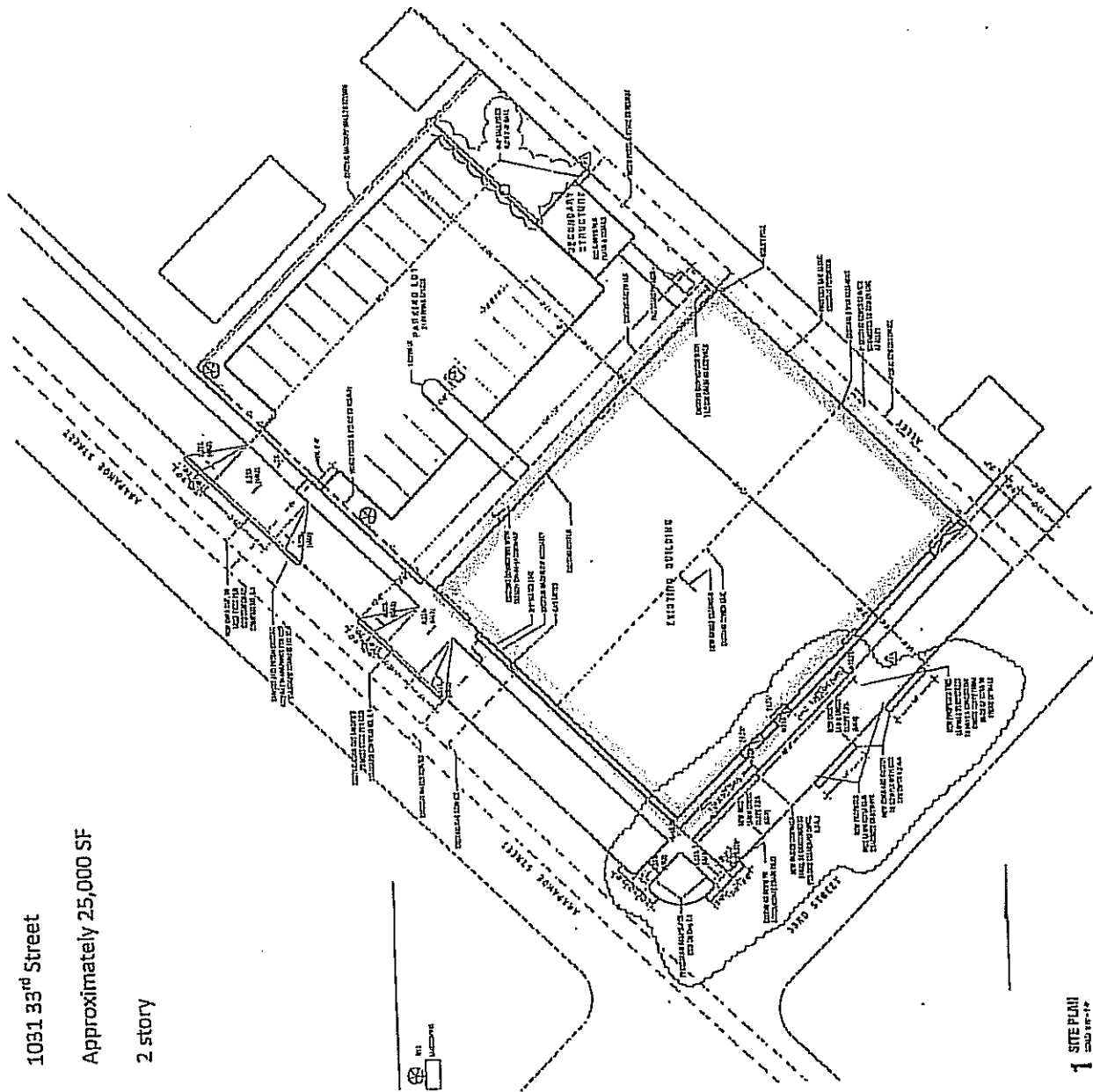
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EXHIBIT B

LEASED PREMISES, COMMON AREA, TENANT ZONES (A-Q), AREA MATRIX

JUNE 28, 2012

DATE: 6/28/12
BY: [signature]
PROJECT: [signature]
SHEET: [signature]

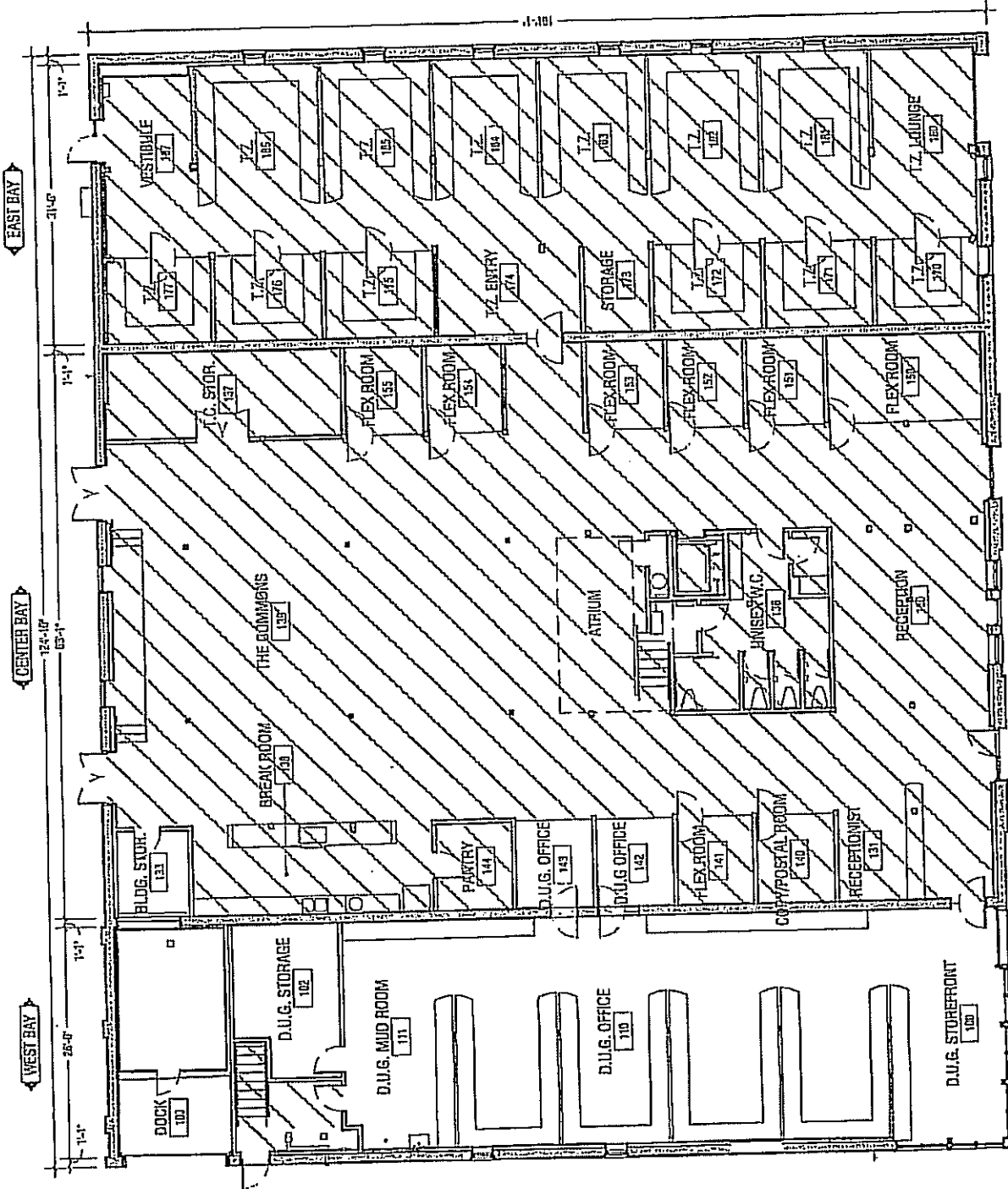
tres birds workshop

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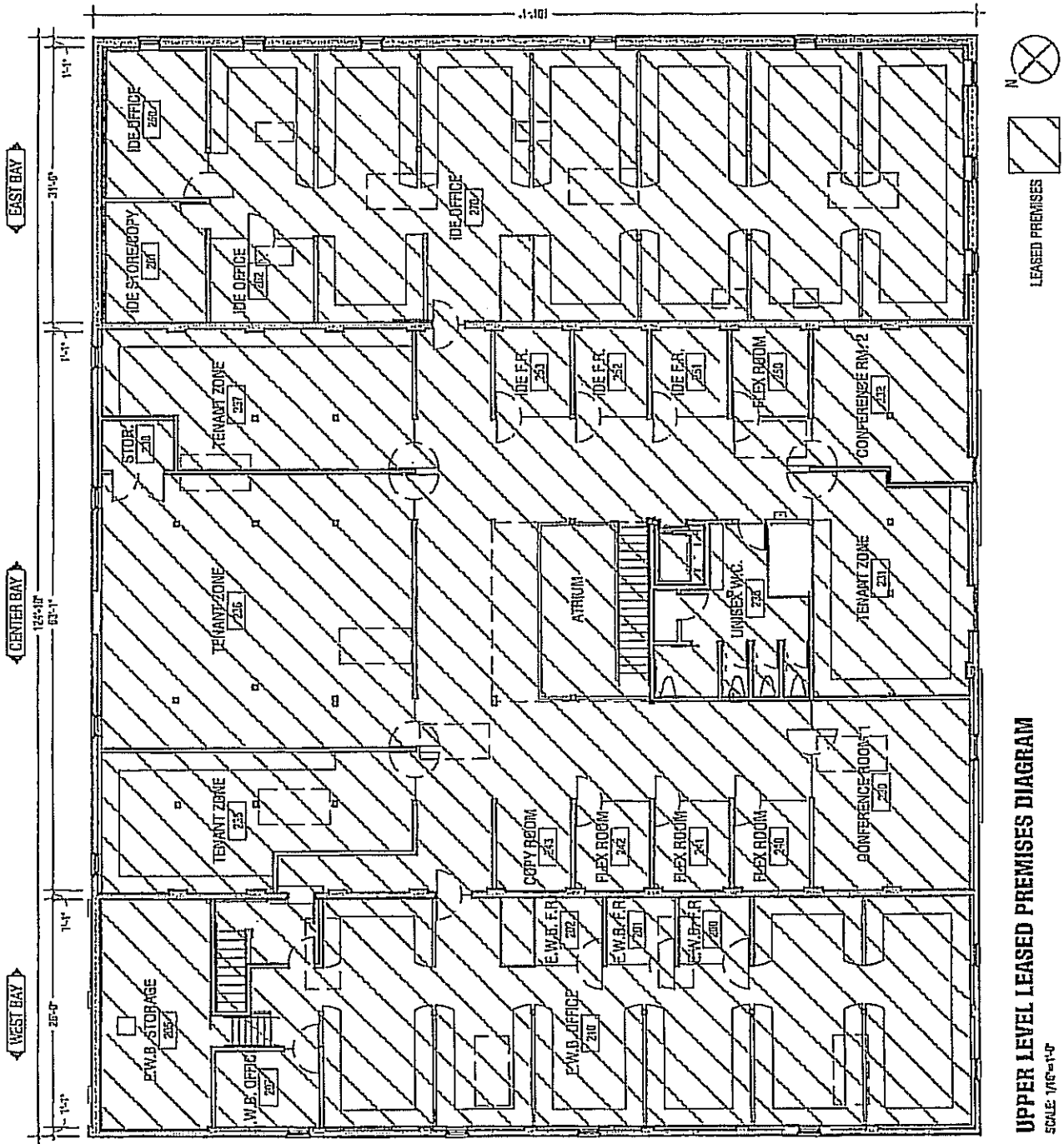
HORSEBARN 1031 33rd Street, Denver, CO 80205

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GROUND LEVEL LEASED PREMISES DIAGRAM

SCALE: 1/16"=1'-0"



JUNE 28, 2012

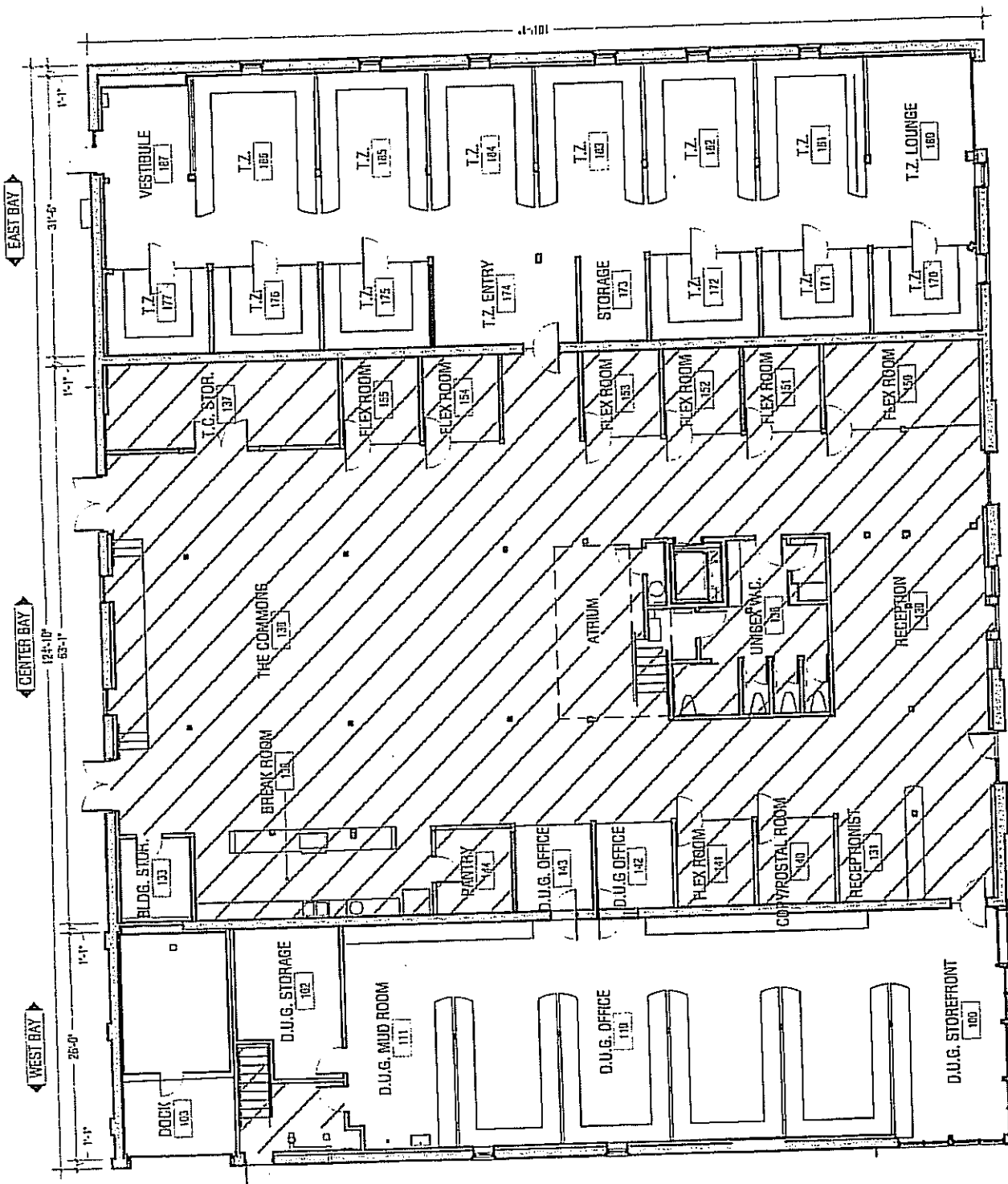
DATE: 6/28/12
PROJECT: 1031 33rd Street, Denver, CO 80205
DRAWN: J. DAVIN
CHECKED: J. DAVIN
DESIGNED: J. DAVIN
PROJECT: 1031 33rd Street, Denver, CO 80205
DRAWN: J. DAVIN
CHECKED: J. DAVIN
DESIGNED: J. DAVIN

tres birds workshop

DAVIN

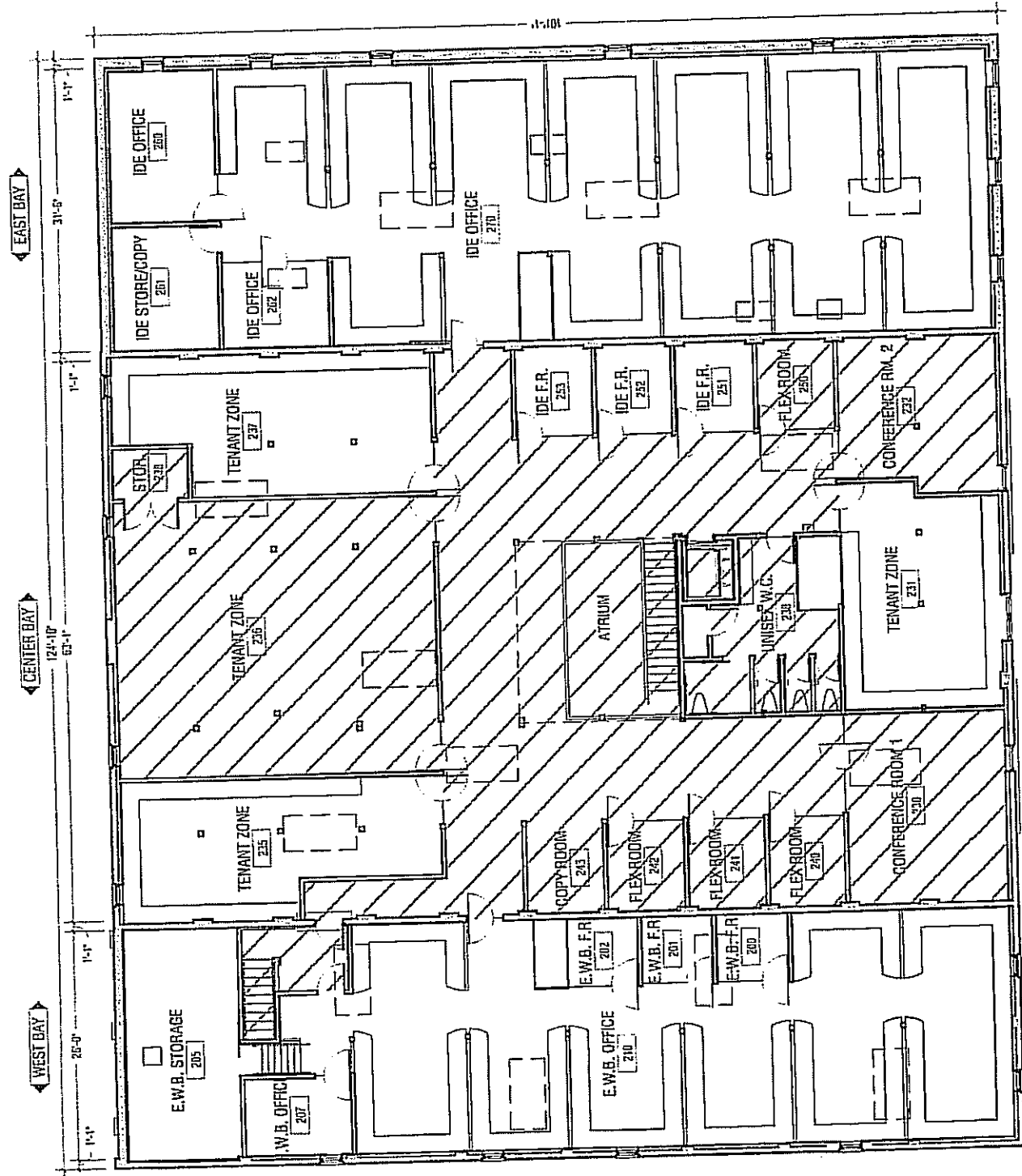
HORSEBARN 1031 33rd Street, Denver, CO 80205

PROJECT



GROUND LEVEL COMMON AREA DIAGRAM

SCALE: 1/16" = 1'-0"



UPPER LEVEL COMMON AREA DIAGRAM

SCALE: 1/8" = 1'-0"

AUGUST 23, 2012

DATE

PROJECT: 1031 33RD STREET, DENVER, CO 80205
DRAWN BY: J. B. BARN
CHECKED BY: J. B. BARN
DATE: AUGUST 23, 2012

tres birds workshop

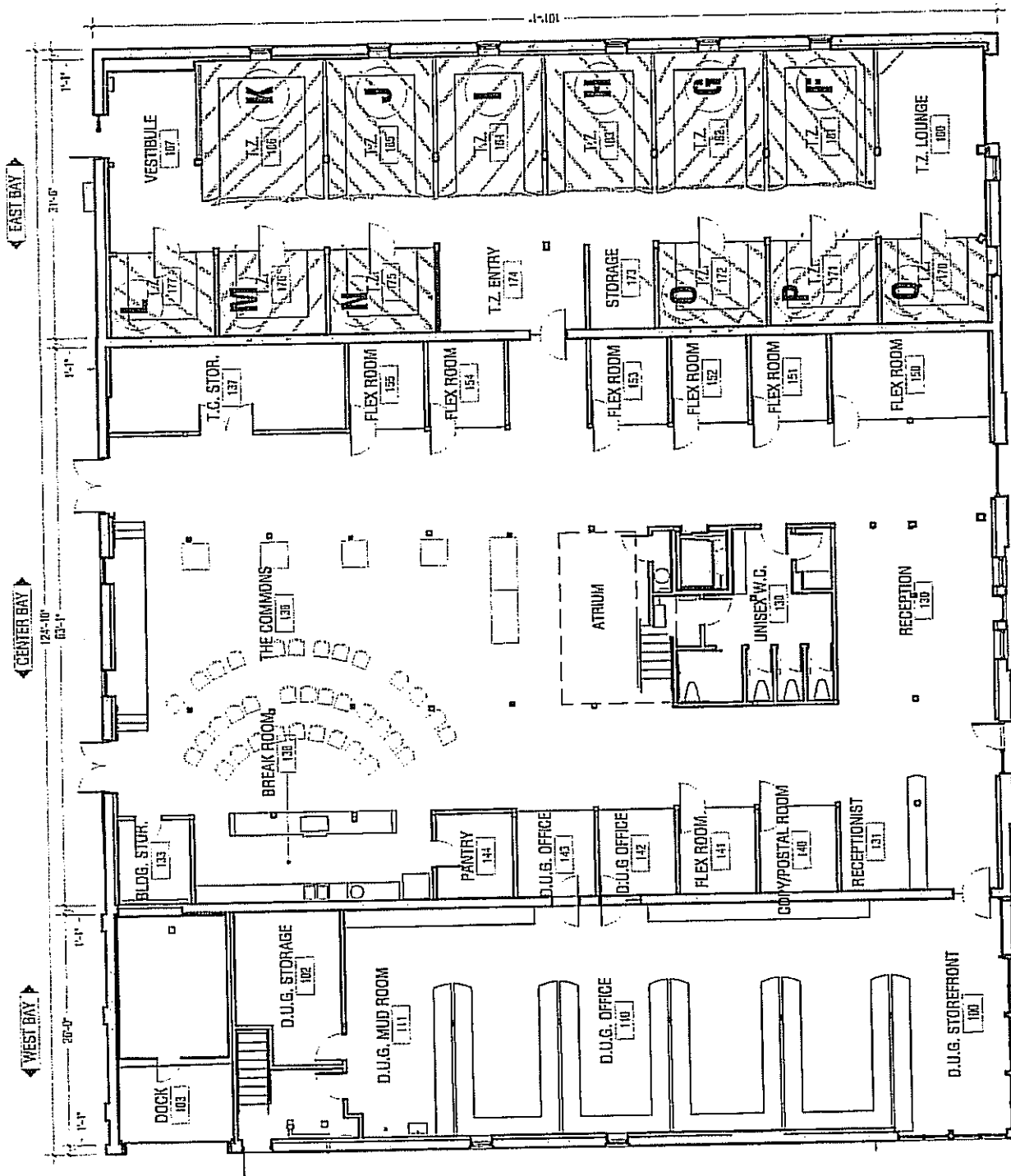
DESIGN

MA

OWNER

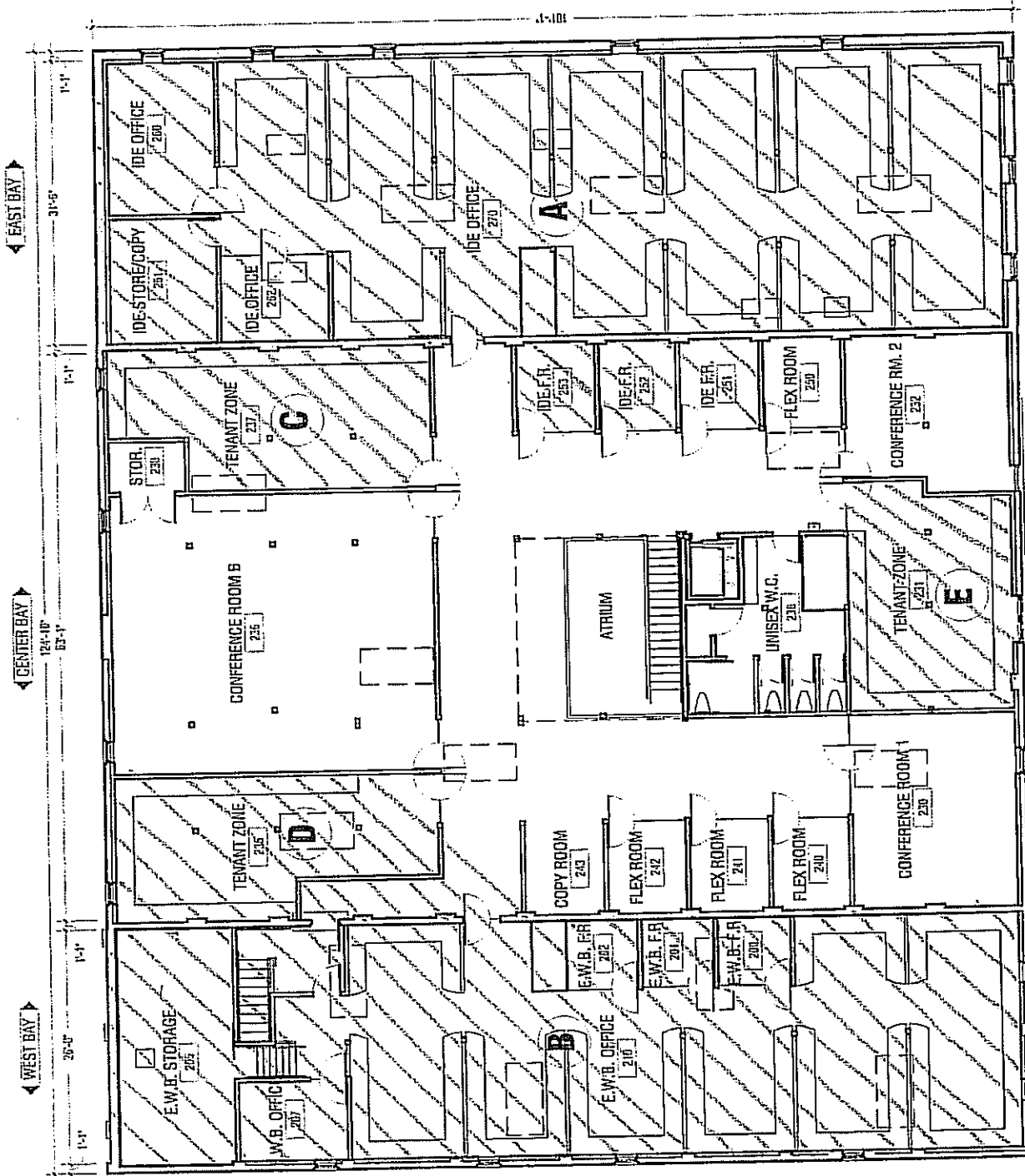
HORSEBARN 1031 33rd Street, Denver, CO 80205

PROJECT



GROUND LEVEL LEASE PREMISES DIAGRAM TENANT ZONES F-Q

SCALE: 1/8" = 1'-0"



UPPER LEVEL LEASED PREMISES DIAGRAM TENANT ZONES A-E

SCALE 1/15"=1'-0"

DHA Horsebarn
1031 33rd Street
Denver, CO 80205

Area Matrix

tres birds workshop
4520 n. broadway ave., ste. A
brookfield, co 80304

tres birds workshop : designated	Floor	Square Footage	% of overall SF	% of Designated	Proportional SF of Scheduled Spaces	Proportional SF of Common Spaces	Total of Designated	Scheduled/comm/notes
1-29-2012								
Non-profits combined								
Non-profits combined	1+2	3,252	13.5%	28.5%	1,551.9	2,069.8	6,693.6	
Denver Urban Gardens	1	2,631	10.5%	23.1%	1,256.7	1,651.0	5,578.0	
IDE	2	3,316	13.7%	29.1%	1,592.3	2,130.8	7,028.8	
Engineers Without Borders	2	2,205	9.1%	19.3%	1,052.2	1,416.9	4,673.9	
Total		11,404	47.2%					
Scheduled Spaces (Meeting Rooms, Flex Rooms, and The Commons)								
The Commons	1	1,930	8.0%					
Reception	1	115	0.5%					
Flex Rooms	1	1,329	5.5%					
Large Conference Room	2	1,115	4.6%					
Medium Conference Rooms	2	389	1.6%					
Small Conference Room	2	300	1.2%					
Kitchen	1	268	1.1%					
Total		5,442	22.5%					
Common Spaces (Bathrooms, Circulation, Entry, Walls)								
Ground Level	1	4,375	18.1%					
Upper Level	2	2,954	12.2%					
Total		7,329	30.3%					
Total Sq Ft		24,174	100.0%					

All numbers are based on a net leasable square footage calculation.

EXHIBIT C

CONSTRUCTION DOCUMENTS: A001, A002, A003, A100, A101, A110, A111, A200,
A201, A750, E100, E101, M103,

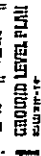
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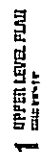
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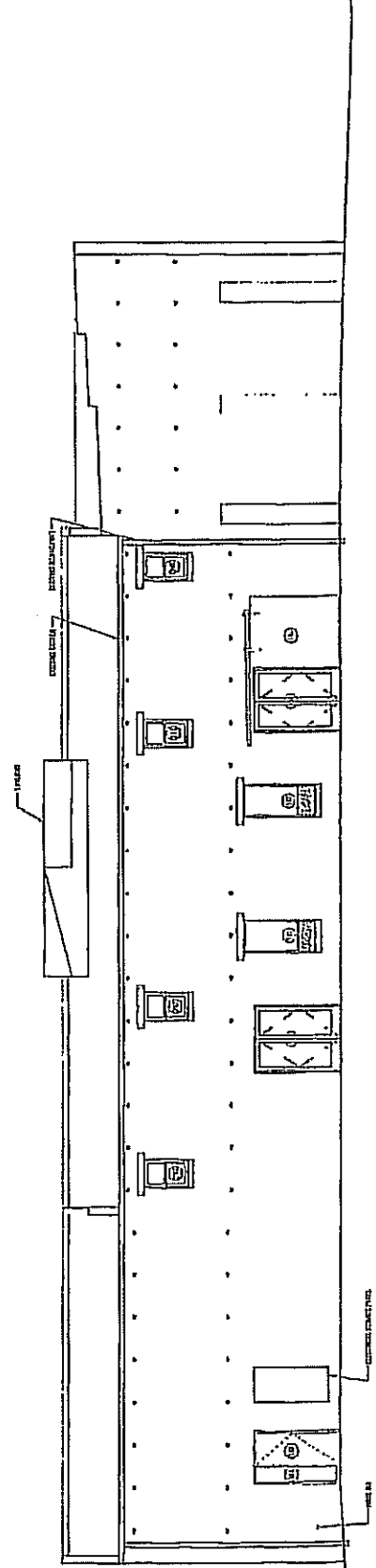
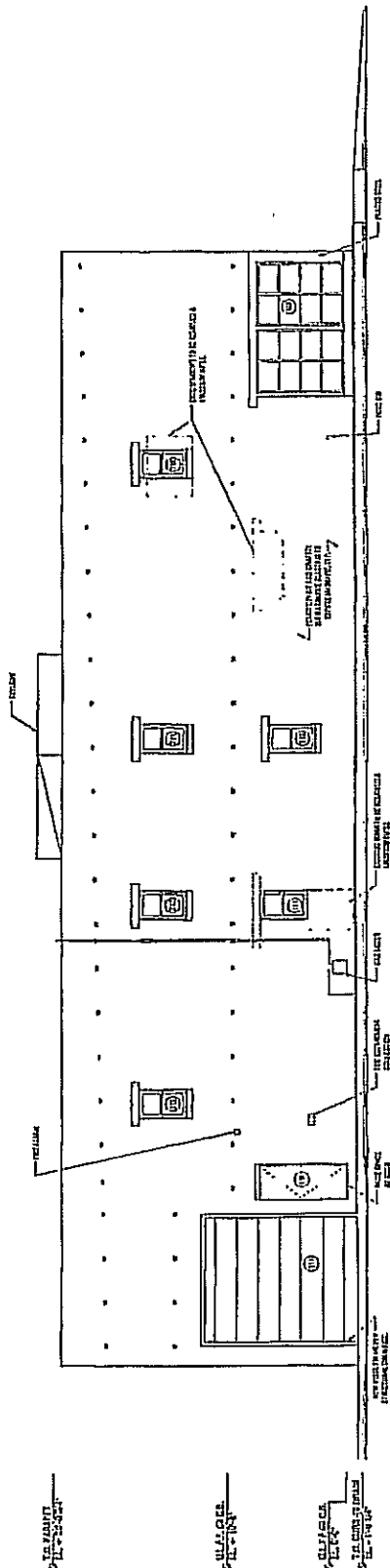


EXHIBIT D

BUILDING RULES AND REGULATIONS

Landlord and Tenant agree that the following rules and Regulations shall be and hereby are made a part of this Lease, and Tenant agrees that Tenant's employees, agents, contractors and invitees or any others permitted by Tenant to occupy or enter the Premises, will at all times abide by said Rules and Regulations:

1. The sidewalks, entries, passages, corridors, stairways, and elevators of the Building shall not be obstructed by Tenant, or Tenant's agents, employees, contractors or invitees or used for any purpose other than ingress to and egress from the Premises.

A. (1) Tenant's movers must provide Landlord with proof of insurance coverage naming Landlord, its manager, and any other parties so designated by Landlord as additional insured. In the event Tenant's movers damage the elevator or any part of the building, Tenant shall forthwith pay to Landlord the amount required to repair said damage.

(2) No safe or articles, the weight of which may in the opinion of Landlord constitute a hazard or damage to the Building or Building's equipment shall be moved into the Premises.

(3) Safes and other equipment, the weight of which is not excessive, shall be moved into, from and about the Building only during such hours and in such manner as shall be prescribed by Landlord; and Landlord shall have the right to designate the location of such articles in the Premises.

B. During the entire Term of the Lease, Tenant shall at Tenant's expense install and maintain under each and every caster chair a chair pad to protect the flooring.

2. No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the inside or outside of the Building unless of such color, size and style and in such place upon or in the Building as shall be first designated by Landlord; but there shall be no obligation or duty on the part of Landlord to allow any sign, advertisement or notice to be inscribed, painted or affixed on any part of the inside or outside of the Building. No furniture shall be placed in front of the Building or in any lobby or corridor, without the prior written consent of Landlord. Landlord shall have the right to remove all non-permitted signs and furniture, without notice to Tenant, and at the expense of Tenant.

3. Tenant shall not do or permit anything to be done in the Premises or bring or keep anything therein which would in any way increase the rate of fire insurance on the Building or on property kept therein, constitute a nuisance or waste, or obstruct or interfere with the rights of other tenants or in any way injure or annoy them, or conflict with the laws relating to fire or with any regulations of the fire department or with any

insurance policy upon the Building or any part thereof or conflict with any of the rules or ordinances of the Department of Health of the City and County where the Building is located.

4. Landlord shall be in no way responsible to Tenant for any loss of property from the Premises, however occurring, or for any damage done to Tenant's furniture or equipment by the janitor or any of the janitor's staff, or by any other person or person whomsoever. The janitor of the Building may at all times keep a pass key, and other agents of Landlord shall at all times be allowed admittance to the Premises.

5. Water closets and other water fixtures shall not be used for any purpose other than that for which the same are intended; and any damage resulting to the same from misuse on the part of Tenant or Tenant's agents or employees shall be paid for by Tenant. No person shall waste water by tying back or wedging the faucets or in any other manner.

6. No animals shall be allowed in the offices, halls, corridors and elevators of the Building. This prohibition does not apply to individuals who utilize assistance animals. No persons shall disturb the occupants of this or adjoining buildings or premises by the use of any radio sound equipment or musical instrument or by the making of loud or improper noises.

7. Bicycles shall be permitted in designated areas of the Building and shall not be permitted to obstruct the sidewalks or entrances of the Building.

8. Tenant shall not allow anything to be placed on the outside of the Building, nor shall anything be thrown by Tenant or Tenant's agents, employees, contractors, or invitees out of the windows or doors, or down the corridors, elevator shafts, or ventilating ducts or shafts of the Building. Tenant, except in case of fire or other emergency, shall not open any outside window.

9. No additional lock or locks shall be placed by Tenant on any door in the Building unless written consent of Landlord shall first have been obtained. A reasonable number of keys and/or key cards to the Premises and the toilet rooms, if locked by Landlord, will be furnished by Landlord. At the termination of this tenancy, Tenant shall promptly return to Landlord all keys and/or key cards to offices, toilet rooms or vaults.

10. No window shades, blinds, screens, draperies or other window coverings will be attached or detached by Tenant without Landlord's prior written consent. Tenant agrees to abide by Landlord's rules with respect to maintaining uniform curtains, draperies and linings at all windows and hallways.

11. No awnings shall be placed over any window.

12. If any Tenant desires telegraphic, telephonic or other electric connections, Landlord or Landlord's agents will direct the electricians as to where and how the wire may be introduced; and without such directions, no boring or cutting for wire will be

permitted. Any such installation and connection shall be made at Tenant's expense.

13. Tenant shall not install or operate any steam or gas engine or boiler in the Premises. The use of oil, gas or inflammable liquids for heating, lighting or any other purpose is expressly prohibited. Explosive or other articles deemed extra hazardous shall not be brought into the Building or the property.

14. Any painting or decorating, as may be agreed to be done, by and at the expense of Landlord shall be done during regular working hours. Should Tenant desire such work on Saturdays, Sundays, holidays or outside of regular working hours, Tenant shall pay for the extra cost thereof.

15. Except as permitted by Landlord, Tenant shall not mark upon, paint signs upon, cut, drill into, drive nails or screws into, or in any way deface the walls, ceilings, partitions or floors of the Premises or of the Building; and any defacement, damage or injury caused by Tenant or Tenant's agents or employees shall be paid for by the Tenant.

16. Landlord shall at all times have the right, by and through Landlord's officers or agents, to enter the Premises and show the same to persons wishing to lease them and may, at any time within ninety (90) days preceding the termination of the Term of Tenant's Lease, place upon the doors and windows of the Premises the notice "For Rent" which notice shall not be removed by Tenant.

17. The Premises shall not be used or permitted to be used for residential, lodging or sleeping purposes, or for the storage of personal effects or property not required for business purposes.

18. Storage of vehicles in the parking lot is not permitted. Any vehicles appearing to be stored or abandoned will be ticketed and towed at the vehicle owner's expense.

19. All areas in the Building have been designated as "No Smoking" areas and Tenant, and its employees, agents and invitees agree to abide by this designation.

20. Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may in Landlord's sole judgment appear unsightly from outside the Building.

21. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purposes other than that for which they were constructed, and no foreign substances of any kind whatsoever shall be thrown therein, and to the extent caused by Tenant or its employees or invitees, the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Tenant.

22. Tenant shall cause all doors to the Premises to be closed and securely locked before leaving the Building at the end of the day.

23. Without the prior written consent of Landlord, Tenant shall not use the name of the Building or any depiction of the Building in connection with, or in promoting or advertising the business of Tenant, except Tenant may use the address of the Building as the address of its business.

24. Tenant shall cooperate fully with Landlord to assure the most effective operation of the Premises' or the Building's heating and air conditioning, and shall refrain from attempting to adjust any controls. Tenant shall keep corridor doors closed.

25. Tenant agrees that Landlord may reasonably amend, modify, delete or add new and additional rules and regulations for the use and care of the Premises and the Building of which the Premises are a part. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord. In the event of any breach of the rules and regulations herein set forth, or any reasonable amendments, modifications or additions thereto, Landlord shall have all remedies set forth in this Lease in the event of default by Tenant.

EXHIBIT E
BUDGET

Revised 05.18.2012	Phase I	Phase II	Core & Shell	Termin Improvements				Notes
	100% GMP			DUG	EWB	DB	Small Ten.	
00: CONDITIONS OF CONTRACT								
Performance & Payment Bond Fee	\$93,274	\$0	\$29,873	\$5,745	\$4,952	\$9,950	\$5,724	
TOTAL	\$93,274	\$0	\$29,873	\$5,745	\$4,952	\$9,950	\$5,724	
01: GENERAL REQUIREMENTS								
Fees - Permits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Final Cleaning	\$5,000	\$5,000	\$2,804	\$5,999	\$4,681	\$6,537	\$5,337	
Debris Cleanup & Recycling	\$10,165	\$10,165	\$5,700	\$1,036	\$9,511	\$1,324	\$1,032	if schedule is extended cost will accrue at \$39 per day
Temporary Facilities	\$11,576	\$2,893	\$9,488	\$1,246	\$1,082	\$1,509	\$1,243	if schedule is extended cost will accrue at \$39 per day
Project Management	\$122,660	\$15,946	\$105,714	\$45,241	\$13,237	\$16,002	\$13,179	75% of Construction Cost excluding Section 01
Onsite Foreman	\$48,134	\$6,257	\$41,877	\$19,147	\$4,581	\$5,278	\$4,581	25% of Construction Cost excluding Section 01
Structural Engineering During Construction	\$8,080	\$7,050	\$6,980	\$0	\$0	\$0	\$0	
TOTAL	\$203,959	\$30,620	\$172,969	\$21,301	\$18,471	\$25,768	\$21,224	
02: EXISTING CONDITIONS								
Structural Wood Demolition	\$1,000	\$1,000	\$1,000					Remove debris, misc demo, pull nails etc, remove upper level top decking, etc
Exterior Abrasive Blasting	\$5,043	\$0	\$5,043	\$0	\$0	\$0	\$0	Remove graffiti and other painted surfaces at exterior
TOTAL	\$7,043	\$1,000	\$5,043	\$0	\$0	\$0	\$0	
03: CONCRETE								
Cast-in-Place Concrete	\$134,945	\$24,820	\$110,125	\$1,367	\$1,367	\$0	\$0	All concrete work
Exterior Curbcut to Load Dock	\$137,675	\$24,820	\$112,855	\$1,367	\$1,367	\$0	\$0	Curb cut to loading dock
TOTAL	\$272,620	\$49,640	\$222,980	\$2,734	\$2,734	\$0	\$0	
04: MASONRY								
Masonry Repairs	\$67,381	\$29,710	\$37,671	\$1,849	\$1,849	\$1,849	\$1,849	Partial lock painting, called brick removal and replacement
New Masonry Openings	\$14,753	\$7,367	\$7,386	\$1,849	\$1,849	\$1,849	\$1,849	New openings at exterior and interior locations
TOTAL	\$82,134	\$37,077	\$45,077	\$3,698	\$3,698	\$3,698	\$3,698	
05: METALS								
Structural Steel	\$29,461	\$23,649	\$5,912	\$29,461				Steel work at new masonry openings, new columns, and miscellaneous structural plates
Light Gauge Steel Framing	\$47,780	\$2,700	\$45,080	\$1,732	\$1,173	\$9,530	\$11,575	Stud framing for new interior walls
Railings	\$27,561	\$0	\$27,561	\$27,561	\$11,173	\$9,630	\$11,575	Metal railings at stair and new staircases
TOTAL	\$104,802	\$26,349	\$78,453	\$58,754	\$12,346	\$19,160	\$23,150	
06: WOOD, PLASTICS, AND COMPOSITES								
Rough Carpentry	\$95,305	\$66,770	\$28,535	\$95,305				Install masonry tie plates, floor decking in infills, new stairs, elevator shaft, etc
Wood Tracings @ Main Stair	\$5,135	\$0	\$5,135	\$5,135	\$717	\$1,002	\$1,002	Wood heads at stair stair
Interior Garmenty	\$8,080	\$0	\$8,080	\$4,353	\$717	\$1,002	\$1,002	Miscellaneous trim, patchings, escalators
TOTAL	\$108,520	\$66,770	\$41,750	\$104,440	\$889	\$2,004	\$2,004	
07: THERMAL AND MOISTURE PROTECTION								
Roofing Membrane Modifications	\$6,265	\$285	\$6,004	\$6,265				Install waterproofing at "Cable Steps" on front facade, misc roof membrane penetrations and repairs excluding skylight, foam insulation at existing paneltrons
Closed Cell Foam Insulation	\$17,608	\$0	\$17,608	\$17,608				At perimeter masonry walls spray polyiso foam vapor-barrier/insulation, overframes, and drywall
TOTAL	\$23,873	\$285	\$23,588	\$23,873	\$0	\$0	\$0	
08: OPERINGS								
Wood Windows	\$17,084	\$0	\$17,084	\$10,678	\$2,139	\$2,139	\$2,139	New wood windows. Openings are included in Masonry. Repair of existing sliding fire doors
Rehabilitation of Existing Fire Doors	\$1,478	\$0	\$1,478	\$1,478	\$10,768	\$10,768	\$10,768	Large action skylight-includes skylight, parapet, flashing and all work encompassed
Skylight	\$43,070	\$6,768	\$36,302	\$10,768	\$10,768	\$10,768	\$10,768	New skylight installation
Stormfront	\$19,713	\$0	\$19,713	\$9,857	\$2,557	\$3,069	\$3,069	Assumes use of all door stock existing on site
Interior Solid Doors	\$18,180	\$0	\$18,180	\$4,545	\$3,150	\$2,552	\$3,069	Repair and installation of new garage doors
Garage Doors	\$4,147	\$0	\$4,147	\$4,147				Insulation of roof hatch
Roof Hatch	\$1,150	\$0	\$1,150	\$1,150				
TOTAL	\$104,822	\$6,768	\$98,054	\$42,622	\$25,809	\$15,435	\$16,871	
09: FINISHES								
GWB Walls and Ceilings	\$46,780	\$0	\$46,780	\$1,754	\$10,940	\$9,429	\$13,335	Drywall and finishing of interior walls

Revised 06.18.2012	Phase I	Phase II	Core & Shell	Tenant Improvements	Notes
	100% GMP				
Glass Walls and Doors	\$58,247	\$52,902	\$52,902	\$58,247	Glass walls at offices.
Flooring	\$19,991	\$45,060	\$35,702	\$18,576	Sealed concrete floor on ground level and used carpet tile on upper level.
Exterior Painting	\$3,616	\$0	\$0	\$3,455	Paint new steel and oak pine
Interior Painting	\$3,231	\$4,332	\$0	\$5,501	Paint all GWB walls and ceilings.
TOTAL	\$85,085	\$60,234	\$53,342	\$80,405	500 sqft unconditioned tool storage with integrated shelving and electrical
10. SPECIALTIES					
Exterior Tool Storage	\$35,342	\$0	\$0	\$0	
TOTAL	\$35,342	\$0	\$0	\$0	
11. EQUIPMENT					
Break Room Equip., Cabinetry, & Countertops	\$14,089	\$0	\$0	\$4,015	Range, sink, counter, refrigerator, dishwasher, etc
Range Hood	\$6,403	\$0	\$1,281	\$1,281	Residential hood
Walk-In Refrigeration Unit	\$18,037	\$0	\$1,281	\$4,015	Walk-in refrigeration unit for Denver Urban Gardens
TOTAL	\$38,529	\$0	\$1,281	\$5,300	
12. FURNISHINGS					
Reception Desk	\$3,555	\$0	\$0	\$1,058	Work surface at reception desk
Workstations	\$141,501	\$0	\$0	\$41,177	Work surface for workstations with sound dampening system
Mobile Workstations	\$18,786	\$0	\$0	\$5,467	Tables for The Commons
Large Conference Room Table	\$4,242	\$0	\$0	\$1,234	Tables for the Conference Room(s)
TOTAL	\$166,165	\$0	\$0	\$47,927	
14. CONVEYING SYSTEMS					
Elevator	\$46,473	\$0	\$0	\$0	LULA hydraulic elevator
TOTAL	\$46,473	\$0	\$0	\$0	
21. FIRE SUPPRESSION					
Fire Detection and Alarm	\$18,840	\$0	\$0	\$1,793	Detection and alarm system
Fire Sprinkler Modification	\$12,585	\$0	\$0	\$1,683	Reddy sprinkler system as required.
Hood Suppression System	\$39,850	\$1,053	\$0	\$3,924	Fire suppression system for range hood
TOTAL	\$69,275	\$1,053	\$0	\$2,907	
22. PLUMBING					
Water, Waste, and Gas Piping	\$33,134	\$0	\$0	\$0	All rough plumbing
Plumbing and Accessories (from Cal. 10)	\$15,776	\$0	\$0	\$0	All plumbing fixtures, water heaters, and accessories
TOTAL	\$48,910	\$0	\$0	\$0	
23. HVAC					
Equipment, Duct Drops, Trunk Line Ductwork	\$95,026	\$4,400	\$0	\$27,253	RTUs, curbs, duct drops, controls, VVT dampers
Branch Ductwork	\$95,026	\$0	\$0	\$27,253	Ductwork distribution
TOTAL	\$190,052	\$4,400	\$0	\$54,506	Electrical service, panels, and main feeders, and general area lighting
26. ELECTRICAL					
General Electrical and Lighting	\$94,515	\$5,377	\$0	\$24,087	Electrical distribution and tenant area lighting
Tenant Distribution and Lighting	\$94,515	\$0	\$0	\$24,087	
TOTAL	\$189,030	\$5,377	\$0	\$48,173	
27. COMMUNICATIONS					
Data Cabling	\$1,500	\$0	\$0	\$0	low to coordinate work of datacom team
TOTAL	\$1,500	\$0	\$0	\$0	
28. ELECTRONIC SAFETY AND SECURITY					
Burglar Alarm & Access Control	\$12,501	\$0	\$0	\$3,125	"Passive" monitoring system
TOTAL	\$12,501	\$0	\$0	\$3,125	
32. EXTERIOR IMPROVEMENTS					
Soil Preparation	\$42,201	\$1,413	\$0	\$10,550	Added cost of quality fill materials, final grading, and two trees
Parking Lot	\$46,746	\$1,413	\$0	\$11,687	Parking lot
TOTAL	\$88,947	\$2,826	\$0	\$22,237	
33. UTILITIES					
Electrical Utilities	\$42,000	\$0	\$0	\$0	Service upgrade and bonding of line for masonry work. Price is not final.
TOTAL	\$42,000	\$0	\$0	\$0	

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EXHIBIT F

GUARANTY OF LEASE & LIMITATION OF LIABILITY

In order to induce Curtis Park Horse Barn, Inc. ("Landlord") to enter into that certain Lease, dated October 11, 2012 (the "Lease") with The Greenhouse Project, LLC ("Tenant"), both **International Development Enterprises** and **Engineers Without Borders USA, Inc.** ("Guarantors") hereby make the following guaranty, indemnification and agreements with and in favor of Landlord:

- a. Guarantors hereby covenant and agree with Landlord to make the due and punctual payment of all rent, monies and charges payable under the Lease as defined in Section b. below during the term thereof and all renewals or extensions thereof. Without limiting the generality of the foregoing, the liability of Guarantors under this Guaranty shall not be deemed to have been waived, released, discharged, impaired, or affected by reason of any waiver or failure to enforce any of the obligations of the Tenant under the Lease, or assignment of the Lease by Landlord or Tenant, or the subletting of the demised premises by the Tenant, or by the expiration of the Lease term, or the release or discharge of Tenant in any receivership, bankruptcy, winding-up or other creditors' proceedings, or the rejection, disaffirmance or disclaimer of the Lease by any party in any action or proceeding, or any extension, modification, amendment or alteration of the Lease. The liability of the Guarantor shall not be affected by any repossession of the demised premises by Landlord, provided that the repossession does not adversely impact the Guarantors' use of their allocated share of the building.
- b. Notwithstanding any other provision in this Exhibit or the Commercial Lease, it is agreed that the liability of the Guarantors hereunder shall be limited to the rent, monies and charges due and payable for the prorated share of space specifically allocated to said Guarantor as shown on the attached Area Matrix (lease Exhibit B). More specifically **International Development Enterprises** will be responsible for the full payment of its allocated space (7,029 SF) and **Engineers Without Borders USA, Inc.** will be responsible for the full payment of its allocated space (4,674 SF). This Guaranty shall be one of payment and performance and not simply of collection.
- c. Guarantors shall, without limiting the generality of the foregoing, be bound by this Guaranty in the same manner as though Guarantors were the Tenant named in the Lease.
- d. All of the terms, agreements and conditions of this Guaranty shall extend to and be binding upon Guarantors, his heirs, executors, administrators, successors and assigns, and shall inure to the benefit of and may be enforced by Landlord, its successors and assigns, and the holder of any mortgage to which the Lease may be subject and subordinate from time to time.
- e. Landlord may, without notice, assign or transfer this Guaranty, in whole or in

part, and no such assignment or transfer shall operate to extinguish, diminish, waive, release, discharge or otherwise affect Guarantors' liability hereunder.

- f. In the event of any dispute hereunder, or any default in the performance of any term or condition of this Lease, the substantially prevailing party in any proceeding shall be entitled to recover all costs and expenses associated therewith, including reasonable attorney's fees..

GUARANTORS

By: _____
International Development Enterprises
Al Doerksen, CEO

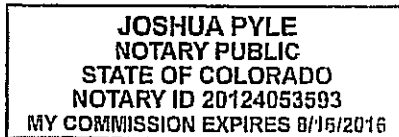
STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

On this ___ day of _____, 20____, _____ personally appeared before me and, being first duly sworn, declared that he read and signed the foregoing _____ and that the statements therein contained are true.


In witness whereof, I have hereunto set my hand and seal this 29th day of Aug, 2012

My commission expires:

(SEAL)



Notary Public


By: Cathy Leslie

Engineers Without Borders USA, Inc.
Cathy Leslie, Executive Director

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

On this 29th day of Aug, 2012, Cathy Leslie personally appeared before me and, being first duly sworn, declared that he read and signed the foregoing LEASE and that the statements therein contained are true.

part, and no such assignment or transfer shall operate to extinguish, diminish, waive, release, discharge or otherwise affect Guarantors' liability hereunder.

- f. In the event of any dispute hereunder, or any default in the performance of any term or condition of this Lease, the substantially prevailing party in any proceeding shall be entitled to recover all costs and expenses associated therewith, including reasonable attorney's fees..

GUARANTORS

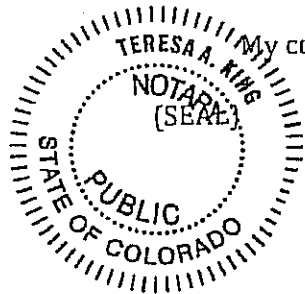
By: *Al Doerksen*
International Development Enterprises
Al Doerksen, CEO

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

On this 28 day of August, 2012, Al Doerksen personally appeared before me and, being first duly sworn, declared that he read and signed the foregoing Lease and that the statements therein contained are true.

In witness whereof, I have hereunto set my hand and seal this 28 day of August, 2012

My commission expires: 7/29/15 *Teresa A. King*



Notary Public

By: _____
Engineers Without Borders
Cathy Leslie, Executive Director

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

On this ___ day of _____, 20___, _____ personally appeared before me and, being first duly sworn, declared that he read and signed the foregoing _____ and that the statements therein contained are true.

My commission expires: _____

Notary Public

By

Name: Andrew Romanoff

Title: Manager

} ss.

On this 28 day of August, 2012, Andriod Romanoff personally appeared before me and, being first duly sworn, declared that he read and signed the foregoing LEAVE and that the statements therein contained are true.

My commission expires: 7/20/15

Charles A. King

Notary Public

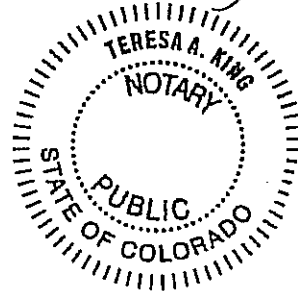


EXHIBIT G

ESTOPPEL AND COMMENCEMENT DATE CERTIFICATE

THIS ESTOPPEL AND COMMENCEMENT DATE CERTIFICATE ("Certificate") is executed this ___ day of ___, 2012, by Curtis Park Horse Barn, Inc. ("Landlord") and The Greenhouse Project, LLC ("Tenant") and **International Development Enterprises and Engineers Without Borders** ("Guarantors") with respect to and forming a part of that certain Lease ("Lease") dated October 11, 2012, for the premises commonly known as 1031 33rd Street Denver, Colorado, 80205 ("Premises").

WITNESSETH

WHEREAS, the parties desire to reaffirm and/or amend and certify to certain provisions of the Lease; and

WHEREAS, the parties desire that the matters set forth herein be conclusive and binding on the parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Lease Commencement Date is deemed and agreed to be _____, 20___, and the Lease Termination Date is agreed and deemed to be _____, 20___, unless sooner terminated, as provided therein.
2. Tenant's first installment of Rent in the amount of _____ Dollars for the period of _____ (is due on) (was paid on) _____, 20___.
3. Tenant's first installment of Tenant's Pro Rata Share of Operating Expenses in an amount to be determined is due on _____, 20___.
4. By execution hereof, Tenant acknowledges and agrees that all improvements or other work required of Landlord has been satisfactorily performed and Tenant hereby accepts the Premises in full compliance with the terms and conditions of the Lease.
5. Except as may be amended herein, all terms and conditions of the Lease shall continue in full force and effect and are hereby republished and reaffirmed in their entirety.
6. This Certificate shall be binding upon and may be relied upon by the parties hereto and their respective legal representatives, successors and assigns.

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

LANDLORD:

CURTIS PARK HORSE BARN, INC, a Colorado
non-profit corporation and a subsidiary of The
Housing Authority of The City and County of
Denver

By: Ismael Guerrero
Title: Chairperson

ATTEST:

By: _____
Title: _____

TENANT:

The Greenhouse Project, LLC _____

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

GUARANTORS:

By: _____
International Development Enterprises
Al Doerksen, CEO

By: _____
Engineers Without Borders
Cathy Leslie, Executive Director

ATTEST:

By: _____
Title: _____