

ADDENDUM TO LEASE AGREEMENT
INTERNET ACCESS LICENSE

This Internet Access License (“License”) is dated _____, and is attached to that certain Lease Agreement (the “Lease”) dated _____ between DENVER MERCHANDISE MART, INC. (“Mart”) and _____ (“Licensee”).

RECITALS

- A. Mart at its sole expense has caused the property known as the Denver Merchandise Mart (the “Property”) to be wired for internet access by cable connection in various suites throughout the Property.
- B. Such internet access is available in the Demised Premises being leased by Licensee under the Lease. Licensee wishes to connect to the internet through the access provided at the Property and agrees to abide by the provisions of this License in connection therewith.

LICENSE

- 1. In the event of a conflict between any provision of the Lease and any provision of this License, the provision of this License controls. Capitalized terms used in this License have the same meanings set forth in the Lease unless otherwise defined in this License. Except as modified by any provision of this License, the provisions of the Lease remain in full force and effect. The above Recitals are incorporated into the provisions of this License.
- 2. Mart hereby grants to Licensee personally, a license to connect to the internet through access provided at the Property, in accordance with the provisions of this License. This License is personal to Licensee and may be immediately revoked by Mart upon the occurrence of a breach by Licensee of any obligation under this License or under the Lease. In no event may this License be sublicensed or otherwise assigned, transferred, conveyed or resold by Licensee to any other person or entity except and only to the extent that Licensee’s interest in the Lease or in any portion of the Demised Premises is assigned or sublet in accordance with the provisions of a permitted assignment or sublease that has been expressly approved by Mart in writing.
- 3. At the time of execution of this License, Licensee is paying to Mart an installation fee of \$ 75.00. In the event that Licensee relocates the Demised Premises at the Property or otherwise alters the Demised Premises so as to require a new or additional connection to the internet at the Property, Licensee will pay to Mart the Mart’s then prevailing installation fee. Licensee also agrees to pay to Mart, in advance on the first day of each month commencing _____, 20____ (the “Commencement Date”), without deduction or setoff, the amount of \$ 70.00 per month (“License Fee”) for each month that the License is in effect. The monthly fee shall be prorated for the first and last calendar months during which this License is in effect if the License does not commence on the first day of a calendar month, in each case based upon the number of days during that calendar month in which the License is in effect. The parties agree that the License Fee will also be considered additional rent under the Lease and may increase from time to time to the then prevailing amount charged by the Mart, as specified in a written notice to Licensee. The term of this License is one year commencing on the Commencement Date, unless revoked by Mart as described herein or unless the Lease expires or

terminates earlier in accordance with the provisions of the Lease (any such earlier expiration or termination is referred to as an "Early Termination"). Assuming that this License is in effect for the initial period of one year, the License will thereafter remain in effect through the end of the term of the Lease unless a revocation by Mart or an Early Termination occurs. Provided, however, that after the initial year either Mart or Licensee may terminate this License upon either party giving written notice to the other of such termination, in which case the termination date shall be the end of the calendar month that first occurs 60 days or more after the effective date of the notice of termination.

4. Mart will be responsible for the maintenance and repair of the cabling that provides internet access to the Demised Premises except to the extent that any such maintenance or repair is required as a result of the conduct of Licensee or its agents, representatives, contractors, invitees or employees. Licensee agrees to give prompt written notice to Mart of the need for any such repair or maintenance, and upon receipt of such notice, Mart will make commercially reasonable efforts to cause the maintenance or repair to be timely completed. Notwithstanding the foregoing, Licensee agrees that Mart shall not be held liable to Licensee for any Licensee loss, damage or expense for failure to supply the internet access that is the subject of this License or to maintain and repair the cabling, except that in the event that Mart fails to maintain or repair the cabling, Licensee as its sole remedy may seek specific performance of Mart's obligation to do so under this License (as an illustration of the foregoing but not in limitation thereof, Licensee waives the right to seek damages of any kind, including without limitation consequential damages, lost profits and punitive damages). Furthermore, Mart is not liable to Licensee for any Licensee loss, damage or expense if the quality of the internet access is changed or is no longer available or suitable for Licensee's requirements.
5. In the event of a breach of any obligation of Licensee under this License, or a default by Licensee under the Lease, then in addition to any other remedies to which Mart may be entitled under this License or under the Lease, Mart may, without notice to Licensee, discontinue furnishing the access to the internet, terminate this License and/or exercise any of Mart's rights under the Lease or this License. In any event, this License terminates automatically upon the expiration or earlier termination of the Lease.
6. Licensee acknowledges and agrees that Mart has no obligation whatsoever for the provision of security services as part of the internet access being provided under this License. Licensee is solely responsible for establishing any security that it desires for transmissions over the internet that Licensee sends or receives, provided that the foregoing does not give Licensee the right to install cabling in the Demised Premises without the prior written consent of Mart, which will not be unreasonably withheld.
7. Licensee agrees that, in the event of any default or breach by Mart under this License or in its capacity as landlord under the Lease, Licensee's remedies shall be limited solely and exclusively to an amount which is equal to the equity interest that Mart has in the Property. Neither Mart nor any of its partners, shareholders, officers, directors, employees, or any successor in interest of any of them (the "Mart Parties") shall have any personal liability therefor, and Licensee hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Licensee. The limitations of liability and other provisions contained in this paragraph shall inure to the benefit of Mart's and the Mart Parties' present and future partners, beneficiaries, officers, directors, trustees, shareholders, agents and employees, and their respective partners, heirs, successors and assigns, and control over any conflicting provision of

this License or of the Lease. Notwithstanding any contrary provision herein, neither Mart nor the Mart Parties shall be liable under any circumstances for injury or damage to, or interference with Licensee's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring. The provisions of this paragraph shall survive the expiration or termination of this License and the Lease.

8. This License is governed by and construed and enforced in accordance with the internal laws of the State of Colorado. All notices under this License will only be properly given and received if given in the manner prescribed for notices under the Lease. The parties agree that this License is merely a license to use, and not an agreement to lease, the internet access being provided under this License. This License does not create any property rights or rights of possession or occupancy whatsoever in favor of Licensee. No waiver of any default or breach by Mart under this License will be construed to be a waiver or release of any other default or breach of this License at a later time. No failure or delay by Mart in the exercise of any remedy provided for in this License will be construed as a forfeiture or waiver of the same or any other remedy at a later time. Subject to the limitations in Section 2 above, this License is binding upon the successors, assigns and transferees of the parties. No modification of this License will be enforceable unless evidenced in a writing executed by Mart and Licensee. Any of the License Fee that is not paid when due will accrue interest at the rate specified in Section 39 of the Lease.

LICENSOR:

DENVER MERCHANDISE MART, INC.

Regis Realty Prime, LLC, its agent

By: _____
Rick D. Conley, President

LICENSEE:

COPY

By: _____

Address: _____

Phone: _____