

## LEASE

This Lease is made as of this 27th day of June, 2022, by and between the City of Pueblo, a Colorado municipal corporation (“Landlord”) and Friday Health Plans Management Services Company, Inc., a Colorado corporation (“Tenant”).

### ARTICLE 1 BASIC DATA

Each reference in this Lease to any of the terms contained in this Article or otherwise defined in this Lease will be construed to incorporate the definitions or data stated under that term, defined as follows:

- 1.1. Building: 317 N. Main Street, Pueblo, CO 81003
- 1.2. Leased Premises: Suite 300. Three thousand (3,000) rentable square feet (RSF)
- 1.3. Term: Three (3) months
- 1.4. Commencement date: July 1, 2022.
- 1.5. Termination date: September 30, 2022.
- 1.6. Renewal option: One (1) option for an additional sixty (60) days.
- 1.7. Tenant improvement allowance: None
- 1.8. Agency disclosure and commission: None
- 1.9. Landlord address:  
  
City of Pueblo  
Attn: Mayor  
1 City Hall Place, 2<sup>nd</sup> Floor  
Pueblo, CO 81003
- 1.10. Tenant address:  
  
Friday Health Plans Management Services Company, Inc.  
Attn: Sal Gentile  
700 Main Street  
Alamosa, CO 81101

**ARTICLE 2  
LEASE OF PREMISES**

Leased Premises. In consideration of the mutual covenants and agreements herein contained, Landlord hereby leases to Tenant the premises of approximately 3,000 rentable square feet (“RSF”) located in the Building (the “Leased Premises”) together with all appurtenances.

**ARTICLE 3  
TERM**

Term: Three (3) months.

Commencement Date: July 1, 2022.

Termination date: September 30, 2022.

**ARTICLE 4  
RENT**

4.1. Rent. Tenant’s rent and other payment obligations are as follows:

MONTH	RENT	PARKING	TOTAL
July, 2022	\$ 4,250	\$ 900	\$ 5,150
August, 2022	4,250	900	5,150
September, 2022	4,250	900	5,150
TOTAL	\$12,750	\$2,700	\$15,450

Tenant shall not be obligated to pay any CAM expenses. Tenant is hereby assigned 30 parking spaces at the rate of \$30 per parking space per month. Tenant shall pre-pay \$15,450 prior to taking occupancy. Tenant is hereby granted an option to continue the lease for an additional 60 days on the same terms and conditions, provided that Tenant gives Landlord written notice of Tenant’s intent to exercise this option on or before September 23, 2022. Tenant shall pre-pay rent and parking fees applicable to the duration of the option exercised.

4.2. Tenant’s Tax Obligations. Tenant shall be solely responsible for the payment of its own tax obligations and agrees that said obligations shall not be paid by Landlord. Tenant’s own tax obligations include, but are not limited to, sales and use taxes, personal property taxes and possessory interest real property taxes.

**ARTICLE 5  
USE**

5.1. Use. Tenant may use the Leased Premises as office space including any uses incidental thereto. Any change of use by the Tenant shall require the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

5.2. Compliance with Laws. During the Term of this Lease, Tenant shall comply with all applicable laws, rules, regulations and ordinances of all federal, state, county and municipal authorities having jurisdiction over the Leased Premises or the Building.

## **ARTICLE 6 ALTERATIONS AND SIGNS**

6.1. Tenant's Alterations. Alterations, installations, improvements, additions or other physical changes to the Leases Premises shall not be made by the Tenant without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

6.2. Signage. The size, location, color and design of any sign placed by the Tenant on the Leased Premises or Building, shall be subject to the Landlord's prior written approval, not to be unreasonably withheld, conditioned or delayed.

6.3. Liens. Tenant must keep the Leased Premises and this Lease free from any mechanic's, materialman's, or similar liens or encumbrances, and any claims therefore for labor or materials furnished Tenant. If Tenant fails to do so, Landlord may pay the amount or take such other action as Landlord deems necessary to remove such claim, lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by the Landlord will be deemed additional rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord.

6.4. Surrender. On the Termination Date of this Lease, Tenant shall quit and surrender the Leased Premises in substantially the same condition as they were on the Commencement Date, reasonable wear and tear excepted. Tenant shall remove all personal property from the Leased Premises, provided that Tenant repairs any damage caused by such removal. Any items of personal property not removed by Tenant on the Termination Date of this Lease may be retained or disposed of by Landlord, at Tenant's expense.

## **ARTICLE 7 INDEMNIFICATION AND INSURANCE**

7.1. Landlord's Indemnity. Landlord shall defend, indemnify and save harmless Tenant and its agents and employees against all costs (including, without limitation, reasonable attorneys' fees), damages or claims whether for personal injury, bodily injury or property damage, during the Term of this Lease, occurring in the Building, if caused by an act or omission by Landlord or its agents or employees, arising out of Landlord's operations or Landlord's use or occupancy of the Building.

7.2. Tenant's Indemnity. Tenant shall defend, indemnify and save harmless Landlord and its agents and employees against all costs (including, without limitation, reasonable attorneys' fees), damages or claims whether for personal injury, bodily injury or property damage, during the Term of this Lease, occurring in the Building, if caused by an act or omission by Tenant or its

agents or employees, arising out of Tenant's operations or Tenant's use or occupancy of the Building.

### 7.3. Landlord's Insurance.

7.3.1. Liability Insurance. During the Term of this Lease, Landlord must maintain insurance covering Landlord's liability for ownership, maintenance and use of the Building. Such insurance must provide limits of not less than \$1 million with respect to injury to any one person, \$1 million with respect to any one occurrence and \$500,000 with respect to property damage arising out of any one occurrence.

7.3.2 Property Insurance. Landlord must maintain "all-risk" property insurance covering the Building against loss or damage resulting from fire or other insurable loss.

### 7.4. Tenant's Insurance.

7.4.1. Liability Insurance. During the Term, Tenant must maintain insurance covering Tenant's liability for occupation and use of the Leased Premises and the Building. Such insurance must provide limits of not less than \$1 million with respect to injury to any one person, \$1 million with respect to any one occurrence and \$500,000 with respect to property damage arising out of any one occurrence.

7.4.2. Worker's Compensation Insurance. Tenant shall maintain and keep in force an "all-employees" compensation insurance policy as required under the laws of the State of Colorado.

7.5. Insurance Requirements. All insurance required to be carried by the parties hereunder shall be issued with a company or companies licensed and authorized to conduct business in the State of Colorado with an A.M. Best rating of B+ or higher, the parties further agree to provide each other with copies of certificates of insurance for all policies required.

7.6. Waiver of Subrogation. The parties to this Lease hereby release each other and their respective officers, agents, managers, directors, and employees from any and all claims and demands for loss, damages, expense or injury to any person or the Building or to personal property or improvements which are caused by or result from any risk insured against under insurance policies carried or required to be carried by the parties and in force at the time of any such loss, to the extent such loss is covered by such parties' policies. The parties shall each obtain from their respective insurers waivers of all rights of subrogation, which the insurer of one party might have against the other party and Landlord and Tenant shall each indemnify the other against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waivers of subrogation.

## **ARTICLE 8 CASUALTY AND RESTORATION**

8.1. Restoration. Upon any damage due to fire or other casualty, if such casualty results in damage to more than 5% of the gross leasable area of the Building, Landlord may, in its sole

discretion, upon thirty (30) days written notice to Tenant after such casualty, terminate this Lease. Landlord may also, in its sole discretion, undertake restoration of the Building and complete such restoration, with due diligence, after such casualty.

8.2. Equitable Adjustment. Upon any damage due to fire or other casualty, whether or not Landlord decides to undertake restoration of the Building, the parties agree that the Tenant's obligation to pay rent shall be equitably abated and apportioned from the date of such casualty until such repairs are completed or until Tenant vacates the Leased Premises.

## **ARTICLE 9 DEFAULT AND REMEDIES**

9.1. Tenant's Default. If Tenant fails to perform or observe any agreement or condition contained in this Lease, and such failure is not corrected within thirty (30) days after Tenant receives notice from Landlord of such failure, then, in addition to all other remedies available at law or in equity, Landlord has the right to terminate this Lease and recover possession of the Leased Premises in the manner prescribed by law.

9.2. Landlord's Default: In the event Landlord defaults in the performance of its obligations hereunder, Tenant shall have the right to (i) terminate this Lease by written notice to City or (ii) treat this Agreement as being in full force and effect and to obtain specific performance, but not any damages. Such violations may be restrained or such obligations enforced by injunction at the instance and request of Tenant without the showing of any special damages or an inadequate remedy at law.

9.3. Disputes. In the event of an unresolved dispute between Landlord and Tenant regarding the performance by either party of an obligation or condition of this Lease, as a condition precedent to the filing of litigation, authorized representatives of Landlord and Tenant will use good faith and commercially reasonable efforts to resolve such disputes.

## **ARTICLE 10 RIGHT OF ENTRY**

Subject to Tenant's security requirements, including, without limitation, providing no less than 24 hours' notice and Tenant's right to require escorts for any persons entering the Leased Premises, Landlord, or Landlord's officers, employees, agents and representatives, as the case may be, may enter the Leased Premises during normal business hours upon no less than 24 hours' written or verbal notice to Tenant, except notice shall not be required in case of emergency, such as fire.

## **ARTICLE 11 CONDITION OF PREMISES**

11.1 EXCEPT AS SPECIFICALLY SET FORTH IN THIS LEASE, IT IS UNDERSTOOD AND AGREED THAT LANDLORD IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTY OR REPRESENTATION OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED PREMISES,

INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR REPRESENTATION AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE ZONING, PHYSICAL OR ENVIRONMENTAL CONDITIONS, UTILITIES, GOVERNMENTAL APPROVALS, COMPLIANCES OF THE LEASED PREMISES WITH GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF ANY DOCUMENT OR OTHER INFORMATION PROVIDED TO TENANT BY ANY OTHER PERSON, OR ANY OTHER MATTER OR THING REGARDING THE LEASED PREMISES.

11.2 The taking of possession of the Leased Premises, including but not limited to all building component and systems, by Tenant after the Commencement Date shall be conclusive evidence that the Tenant accepts the Leased Premises in its then present condition "As Is, Where Is, With All Faults" and that the Leased Premises are in good and satisfactory condition at the time of the commencement of this Lease.

## **ARTICLE 12 UTILITIES**

Landlord shall pay, before delinquent, any and all charges for sewer, water, gas, electricity, telephone and all other utility services furnished to or used in or supplied to the Leased Premises.

## **ARTICLE 13 GENERAL PROVISIONS**

13.1. Notices. Notices, consents, and demands required or permitted to be given hereunder must be in writing and be effective when received or refused, whether by hand delivery, nationally recognized overnight courier (with evidence of receipt or refusal), or U.S. Mail (return receipt requested), to the parties' respective addresses stated in Article 1 of this Lease, or to such other address as the parties designate by written notice to each other, and each party may identify additional parties to receive copies of same.

13.2. Waiver/Remedies. The failure of Landlord or Tenant to insist upon strict performance by the other of any of the provisions of this Lease or to exercise any option herein conferred will not be deemed as a waiver or relinquishment for the future of any such provision or option. Except as expressly provided otherwise herein, all rights and remedies provided for herein or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive its right to the exercise of any or all the others.

13.3. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance is, at any time or to any extent, invalid or unenforceable, the remainder of this Lease will not be affected thereby, and each such provision will be valid and will be enforced to the fullest extent permitted by law.

13.4. Attorneys' Fees. In the case of any litigation among the parties under this Agreement, the prevailing party will be entitled to reimbursement for its reasonable costs, including reasonable attorneys' fees, incurred in any such dispute.

13.5. Entire Agreement. This Lease contains the entire and exclusive agreement between the parties relating to the Leased Premises and may not be modified except by written instrument signed by the party to be bound thereby.

13.6. Venue and Waiver of Trial by Jury. In the event of any litigation arising under this Agreement, exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District or County Court and each party submits to the personal and subject matter jurisdiction of such court. Landlord and Tenant hereby waive a trial by jury in any action, proceeding, or counterclaim brought by either against the other, upon any matters whatsoever arising out of or in any way connected with this Lease, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage.

13.7. Relationship of the Parties. Neither Party shall be, or hold itself out as, agent of the other or as joint venturers or partners under this Agreement.

13.8. Drafting of Agreement. Each Party acknowledges that this Agreement was fully negotiated by the Parties and, therefore, no provision of this Agreement shall be interpreted against any Party because such Party or its legal representative drafted such provision.

13.9. No Monetary Damages Against Landlord. In consideration of Landlord entering into this Lease, Tenant waives and discharges Landlord, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

13.10. Broker. Tenant and Landlord represent and warrant that they shall each pay their respective brokers or real estate agents, if any, in connection with this transaction. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all claims, loss, liability, costs and expenses (including reasonable attorneys' fees), resulting from any claims that may be made against Tenant by any broker or other person claiming a commission, fee or other compensation by reason of the transaction contemplated hereby if the same shall arise by, through or on account of Landlord. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, loss, liability, costs and expenses (including reasonable attorneys' fees), resulting from any claims that may be made against Landlord by any broker or other person claiming a commission, fee or other compensation by reason of the transaction contemplated hereby if the same shall arise by, through or on account of Tenant.

13.11. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the Parties hereto and their successors and permitted assigns, and no third party shall be a beneficiary, or have any rights by virtue of this Agreement.

13.12. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed for all purposes to be an original, and all such counterparts shall together constitute but one and the same original.

13.13. Survival. Whether or not specifically noted within any section or provision of this Lease, any provision of this Lease which must survive termination of this Lease in order to be effective will so survive such termination.

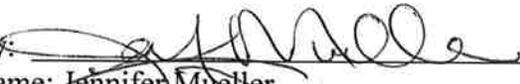
IN WITNESS WHEREOF, this Lease is executed and delivered as of the date first above written.

LANDLORD  
City of Pueblo, Colorado  
a Colorado municipal corporation

By: \_\_\_\_\_  
Name: Nicholas A. Gradisar, Mayor

Date: \_\_\_\_\_

TENANT  
Friday Health Plans Management Services Company, Inc.  
a Colorado corporation

By:  \_\_\_\_\_  
Name: Jennifer Mueller

Title: COO \_\_\_\_\_

Date: 6/23/22 \_\_\_\_\_