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Tenant Handbook

Hines

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WELCOME

We at Hines are pleased to welcome you to 1144 Fifteenth. It is truly our pleasure to assist you and we look forward to providing you with all the comfort and superior service our prestigious Property Management Team has to offer.

The following information is provided to help you plan your move as well as serve as a reference guide once you are settled in. We will send you an updated Tenant Handbook as updates arise. In addition, we highly recommend to each tenant representative that they familiarize themselves with their Lease to fully understand the commitments made by both Landlord and Tenant. If you have questions regarding anything at all, please don't hesitate to reach out to Hines. We are always here to assist!

Thank you for choosing 1144 Fifteenth.

The Hines Management Team

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1. PROPERTY OVERVIEW

1144 Fifteenth is a Class AA trophy office tower in Denver located on 15th Street between Arapahoe and Lawrence Street. The building consists of the following specifications:

1144 Fifteenth

Address:	1144 15th Street Denver, CO 80202
Year Built:	Completed in March of 2018
Size:	673,850 rentable square feet, 41 floors
Type:	Structural steel with composite metal decks
Sprinklered:	Yes
County:	Denver

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2. BUILDING AMENITIES

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3. AREA AMENTITIES

1144 Fifteenth is ideally situated to offer a wide variety of amenities for your convenience and pleasure.

Denver Center for Performing Arts
1000 Fourteenth Street
303-893-4000

Larimer Square

Coors Field
Home of the Colorado Rockies
2001 Blake
Street #A
303 292-020

Union Station
1701 Wynkoop Street
303-534-6333

Ball Arena
1000 Chopper Circle
303-405-1100

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4. PROPERTY MANAGEMENT

1144 Fifteenth has an experienced Property Management team to assist you during business hours and a 24-hour emergency call service.

Management Office: Hines
1144 15th Street
Suite 2600
Denver, CO 80202

303-572-1144 Business line
303-572-1144 After-hours answering service
303-572-1144 Security Desk
Email Address: 1144.fifteenth@hines.com

Office Hours: Monday – Friday 8:00am – 5:00pm
(Holidays excluded)

Staff:

Stephanie Rosenthal – Director of Property Management
stephanie.rosenthal@hines.com

Hannah Teague –Assistant Property Manager
hannah.teague@hines.com

Emily Jeansonne –Management Assistant
emily.jeansonne@hines.com

Paul Kancir – General Engineering Manager
paul.kancir@hines.com

Mike George- Senior Engineer
michael.george@hines.com

Anthony Swingle– Building Engineer
anthony.swingle@hines.com

Larry Martinez – Apprentice Engineer
larry.martinez@hines.com

1144 Building General Email –
1144.fifteenth@hines.com

Tenant Website: http://1144fifteenthstreet.com *Password to access documents is* ***1144street***

Angus Work Order System Link: https://www.ng1.angusanywhere.com/Tenant/Hines/Main/home/home.aspx

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5. DIRECTIONS

From the South heading North:

- Travel North on I-25 towards Downtown Denver.
- At exit 210B, take ramp right and follow signs for Auraria Pkwy
- Bear right onto Speer Blvd
- After turning left onto Lawrence Street
- Entry doors are between 14th and 15th on the Right.

From the North heading South:

- Travel South on I-25 towards Downtown Denver.
- At exit 212B toward Downtown/Convention and Arts Complex
- Turn Left onto Speer Blvd.
- Turn Left onto Lawrence Street using the right most turning lane.
- Garage Entry is on the right between 14th and 15th.

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6. TENANT CONTACT INFORMATION

Through experience, we have learned that the best way to effectively serve our tenants is to have primary contact information on file with specific individual names for each of the main aspects of Landlord / Tenant business:

- Emergency Contact I & II (person to call after hours at home/cell phone number in the event of an emergency)
- Daily Contact (for day-to-day contact, routine service)
- Accounting Contact (for accounting functions: monthly rent, annual expense reconciliations, etc.)

A Tenant Contact Information Sheet will be sent to you prior to your move-in. An example of this sheet is on the following page. We also ask that when information changes you keep us informed by submitting a revised form to us as quickly as possible. In addition, as part of our annual audit of records, we will send you the completed form once a year requesting confirmation and/or updates as appropriate.

SAMPLE TENANT CONTACT INFORMATION SHEET

(PDF is available for download on 1144 Website)

1144 Fifteenth Street **TENANT INFORMATION**		
GENERAL INFORMATION		
Business Name:		
Business Address		
Type of Business:		
Number of Employees:		
Hours of Operation:		
DAILY CONTACT		
Title:		
Business Phone:		
E-Mail:		
Fax:		
Fire Warden:		
EMERGENCY CONTACT #1		EMERGENCY CONTACT #2
Name:		Name:
Title:		Title:
Business Phone:		Business Phone:
After Hours Phone (Home):		After Hours Phone (Home):
After Hours Phone (Cell):		After Hours Phone (Cell):
E-Mail:		E-Mail:
ACCOUNTING CONTACT		
Name:		
Title:		
Business Phone:		
E-Mail:		
Fax:		
HOLIDAYS OBSERVED (please check all that your company observes)		
New Year's Day		Labor Day
Martin Luther King Day		Columbus Day
President's Day		Thanksgiving
Good Friday		Day After Thanksgiving
Memorial Day		Christmas Eve
July 4th		Christmas
Other		

7. DELIVERIES

At 1144 Fifteenth, all deliveries are made to the loading dock area with entry from Lawrence Street between 14th and 15th. Goods are then transported to tenant space using the freight elevator unless other arrangements are made through the Property Management Office.

Loading Dock Clearance: The loading dock clearance level is 13'4" high when entering the dock and 12'4" when exiting the dock. Delivery vehicles must be under that height to safely enter without causing any damage.

The loading dock is monitored during business hours by a dock master. All deliveries must check in with Security to obtain access. Security will then direct deliveries to the appropriate freight elevator based on the delivery and hours or operation.

Both large and small deliveries (such as courier service, office supplies, water delivery, etc.) are expected to use the loading dock and freight elevator as passenger elevator access is restricted for deliveries.

Large Deliveries

For large deliveries, such as furniture, equipment or a large quantity of supplies, arrangements must be made at least 48 hours in advance with Property Management. Deliveries must be scheduled outside normal business hours and must be supervised by a tenant representative.

Loading and Delivery Disclaimer

The delivery and shipping of merchandise, supplies, fixtures and other materials or goods to or from the Premises and all loading, unloading and handling thereof shall be done only at such times in such areas by such means and through such elevators, entrances, halls and corridors as are reasonably designated by Landlord. Landlord may from time to time make and amend regulations for the orderly and efficient operation of the Project's delivery facilities.

Insurance Disclaimer

Tenant shall ensure that all vendors are fully insured and meet all minimums as applicable by law and per the terms and conditions of the Lease. Landlord accepts no liability and is hereby relieved and released by Tenant in respect of (a) the acts or omissions of any Person(s) engaged in the operation of such delivery facilities, including with respect to any acceptance, holding, handling, delivery of dispatch of any of Tenant's goods (or any delay in doing or failure to do any of the same); and (b) damage, loss, theft or any error, negligence or delay therein which is not caused by Landlord's negligence of willful misconduct.

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8. TENANT MOVING GUIDELINES

Moving and/or large furniture deliveries must be scheduled at least one week in advance and shall be accomplished on weekdays after normal business hours (normal business hours are 7:00am – 6:00pm) and any time on Saturday and Sunday. The Property Management Office must be notified in advance of any move in order to assure availability of the freight elevator. **Freight elevator reservations are made on a first come, first serve basis through the Property Management Office. All deliveries and move-ins/move-outs shall take place through the loading dock of the building.**

All moves require a walkthrough of the common area adjoining the premises the day before the move. The walk-through will take place with representatives of the Tenant, moving company, and Property Management in order to determine any damage that may or may not exist in the common area prior to the move.

An authorized representative of the Tenant must be on the premises to oversee the move from the time that the moving company arrives until the time they leave. Property Management is not responsible for providing access to the premises nor are they responsible for securing the space afterwards. In no instance shall a representative from Property Management sign-off on a delivery of furniture or for a completion of a move in place of the tenant.

It is the responsibility of the mover/tenant to perform the move in the safest manner possible, avoid blocking the building corridors, entrances and exits, and avoid accumulation of large amounts of combustible materials. Staging of items in common areas, hallways, and at entrances to the building is not permitted.

Flooring protection must be placed from the loading dock to the freight elevator. On the tenant floors, the corridor from the freight elevators to tenant spaces must be protected with either plywood or Masonite. Walk-off plates must be provided to protect door thresholds. Proper protection for building property must be provided by the moving company. No move shall take place until the Property Management has approved the placement of all protection.

Removal of plywood, Masonite, tape, tape adhesive residue, corner boards, empty containers, boxes and carts from public areas (corridors, elevators, lobby, etc.) must be completed prior to the following business day. Cardboard boxes must be broken down. If there is excess trash that will not fit in the compactor, Property Management will arrange for additional trash service and the tenant will be invoiced accordingly.

Property Management may arrange to have a security officer or other staff oversee the move. The extra time is billed to the tenant.

Property Management will arrange for repair of all damages incurred by the movers. Damage repair is billed to the tenant.

9. MOVES – ELEVATOR USAGE

- Schedule moves with the Property Management Office at least one (1) week prior to the move date.

- Movers are required to provide a Certificate of Insurance naming 1144 Fifteenth Partners LLC as certificate holder, and the following as additional insureds:
    1) 1144 Fifteenth Partners LLC
    2) Hines Interests Limited Partnership

See Insurance Section for other requirements or refer to the Forms tab for the Group I & II Vendor INS Requirement PDFs; which you can send directly to vendors.

- A pre-move meeting on site must be scheduled at least one (1) week prior to the move with (a) the tenant representative, (b) the mover representative, and (c) a Property Management representative. The purpose of the meeting is to review all the arrangements/requirements, train on proper elevator usage, sign out keys, etc. Please make note that both freight elevator dimensions are as follows:

    Service Elevator 1:
    10’ high
    5’8” wide
    8’5” deep

    Service Elevator 2:
    10’ high
    6’8” wide
    5’5” deep

- A post-move meeting with the same pre-move meeting representatives must be scheduled to inspect the premises, collect keys, and discuss the move.

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10. KEYS/LOCKS AND BUILDING ACCESS

The Landlord must maintain access to all areas of the building and consequently controls the key system in the building, key duplication, and key distribution. There are two key systems administered by Property Management at 1144 Fifteenth Street: Card Access & Passkeys.

Passkeys (Interior Doors)

Property Management is required to have access to all doors 24 hours per day, 7 days per week. It is therefore necessary to have all doors keyed in accordance with the building's Master Key System. In order to maintain consistency with the building key systems, any keying of the building locksets must go through the Property Management Office. Additional keys may be obtained upon request and for a fee through the Property Management Office.

Card Access (24-Hour Building Access, key access is required during below times)

Public Access Hours: (excluding Holidays)	Monday – Friday	7:00am – 6:00pm

The building is secure during all other hours and will require an access card to move throughout the building. Please refer to the next page for more information on access cards.

Please note: For monthly parking garage access, there is a separate Transponder that can be obtained through the Property Management Office.

Please refer to the Parking Section 21 for more information.

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11. SECURITY/CARD ACCESS

1144 Fifteenth is equipped with an access card system that controls access after business hours to the building. Some of the features of the system include:

- Maintains a record and can produce activity reports of all cards used to access the building after hours (card number, date, time, door location, etc.)
- Enables a card for assignment to an individual
- Can customize the hours of access programmed for individual cards
- Can disable lost/stolen card key(s)

To obtain the initial set of access cards, an Access Card / Key(s) Form will need to be completed and submitted to the Property Management Office. A sample of this form is on the following page. The number of cards you request will determine the time frame in which we can complete the programming, testing, and delivery of your order.

Kindly advise your staff that there is a replacement fee for a lost or stolen card, as well as for any additional access cards requested after the initial batch is distributed at Lease Commencement. It is each tenant's responsibility to submit a request through the Angus Work Order System to provide Property Management with notice as soon as possible if you wish to deactivate a card, especially in the event of an involuntary termination of an employee.

Access cards can be reassigned from one employee to another by submitting an access card request through the Angus Work Order System with the name change so that programming is correct and we can maintain accurate records.

If you have any questions or need additional information, please contact us at the Property Management Office (303) 572-1144.

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ACCESS CARD / KEY(S) FORM

Name: _____

Company: _____

Address: _____ **Suite #:** _____

Phone: _____

Accepted by: _____ **Date:** _____

Issued by: _____

By signing this form, you are acknowledging receipt of the following keys/access cards/transponders:

Access Card #	*Key #*	*Print Name*	*Date Issued / Signature*	*Date Returned / Signature*

12. SIGNAGE

Depending on specific Lease terms, suite signs are installed at suite entry doors identifying the occupant of that space. All public area signage conforms to building standard specifications designed to maintain the professional appearance of the property.

No other signs are permitted on windows, in common areas, etc.

For all new sign requests, please contact the Property Management Office.

13. RENT

Rent is due on the 1st of every month. If you would like to send in the check the lockbox information is below. Please note that we do not invoice monthly for rental charges. If you need a supporting document for your records, we suggest making a copy of the rent schedule included with your annual rent start letter sent at the Commencement of your Lease or prior to a new year. Please refer to your Lease for further instructions.

Lockbox Information:
Lockbox 207361
PO Box 207361
Dallas, TX 75320-7361

Overnight Address:
Hines
Lockbox 207361
2975 Regent Blvd
Irving, TX 75063

14. INSURANCE

Tenant Insurance:

All tenants are required to maintain appropriate insurance at the limits of coverage stated in their Lease. Tenants must maintain a current Certificate of Insurance on file with the Property Management Office and their third-party insurance management vendor, MyCOI, evidencing coverage at all times. Insurance requirements are outlined in your Lease and your Insurance Certificate must name the Landlord as the Certificate Holder.

There will also be requirements for listing the following Additional Insureds: 1144 Fifteenth Partners LLC; Hines Interests Limited Partnership; Wells Fargo Bank NA.

Vendor Insurance:

All contractors doing work on the premises are required to provide a Certificate of Insurance evidencing insurance coverage in the amounts required by the Landlord.

Incidents/Property Damage/Personal Injury Claims

Please report any personal injury or property damage incidents to Property Management immediately. A Property Management representative will document the incident in accordance with the Landlord's insurance representative for handling.

Please refer to the forms section on the website for the vendor insurance requirement documents and your lease for tenant specific insurance requirement amounts and information.

15. EMERGENCY PROCEDURES

Per City of Denver requirements, a Life Safety Plan (a.k.a. Tenant Emergency Procedures Manual) has been written and approved for 1144 Fifteenth. Included in the plan are fire and emergency instructions as well as floor plans for all levels of the building, including the parking garage.

Please refer to the Tenant Emergency Procedures Manual for Site Specific Information.

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16. BUILDING RULES AND REGULATIONS

Please refer to your individual Lease for specific Rules and Regulations as the ones listed below are building standard.

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside or inside of the Building without prior written consent of Landlord, and Landlord shall have the right to remove any such sign, placard, picture, advertisement, name and notice without notice to and at the expense of Tenant. At all times and at its sole discretion, Landlord shall have the express right to control signage outside or inside the Building.

2. No furniture, freight or equipment of any kind shall be brought into the Building without prior notice to Landlord and all moving of same into or out of the Building shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving same in and out of the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord shall not be responsible for loss of or damage to any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of Tenant.

3. The sidewalks, halls, passages, entrances, stairways, elevators and other common areas shall not be obstructed by any tenants, their agents or employees, or used by them for any purpose other than ingress and egress to and from their offices. Tenant shall cooperate with Landlord in maintaining the good order and cleanliness of all such common areas.

4. Tenant shall not disturb the occupants of this or adjoining buildings by misuse of any television, radio or musical instrument, making loud or disruptive noises, vibrations or creation of offensive odors.

5. No cooking shall be done or permitted by Tenant in the Leased Premises; provided, however, Underwriters' laboratory-approved equipment and microwave ovens may be used in the Leased Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages, provided that such use is in accordance with all applicable Operational Requirements, and does not cause odors which are objectionable to Landlord and/or other tenants. The Leased Premises shall not be used for storage of merchandise, washing clothes, lodging or any improper, objectionable or immoral purpose.

6. Except as set forth in Section 36 of Rider 1 to this Lease, Tenant shall not use or keep in the Leases Premises or Project any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than the at supplied by Landlord.

7. Tenant shall not bring any animals (subject to applicable Laws) and shall not permit bicycles or other vehicles inside the Building or on the sidewalks outside the Building or the Project except in areas designated from time to time by Landlord for such purposes.

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8. No additional lock or locks shall be placed by Tenant on any door in the Building without prior written consent of Landlord. A reasonable number of keys to the Leased Premises and to the restrooms shall be furnished by Landlord, and neither Tenant nor its agents or employees shall have any duplicate key made. At termination of tenancy, Tenant shall promptly return all keys to offices, restrooms or vaults to Landlord.

9. Tenant shall give Landlord access to the Leased Premises and to all locked areas at all reasonable times for the purpose of inspecting and maintaining the same.

10. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Tenant, or Responsible Parties, whoever shall have caused it.

11. Tenant shall not employ any person other than the janitor of Landlord for the purpose of cleaning the Leased Premises without prior written consent of Landlord, and without Landlord's consent, no person or persons shall be permitted to enter the Building for the purpose of cleaning the same. Tenant shall not cause any unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness.

12. Canvassing, soliciting and peddling in or about the Project are prohibited.

13. No window shades, blinds, screens or draperies shall be attached or detached by Tenant without Landlord's prior written consent.

14. With the exception of normal office decorations reasonable approved by Landlord, Tenant shall not make upon, paint signs upon, cut, drill into, drive nails or screws into, or in any way deface the walls, ceiling, partitions or floors of the Leased Premises or the Building, and any defacement, damage or injury caused by Tenant, its agents employees, shall be paid for by Tenant.

15. Tenant shall comply with all Building security procedures as may from time to time be put into effect by Landlord. Landlord may take such reasonable measures as Landlord deems advisable for the security of the Building and its occupants; evacuating the Building for cause, suspected cause, or for drill purposes; temporarily denying access to the Building; and closing the Building after Normal Business Hours and on Sundays and holidays, subject, however, to Tenant's right to enter when the Building is closed after Normal Business Hours under such reasonable regulations as Landlord may prescribe from time to time, which may include, by way of example but not limitation, that persons entering or leaving the Building, whether or not during normal business hours, identify themselves to a security officer by registration or otherwise and that such persons establish their right to enter or leave the Building.

16. For the purpose of providing utilities and services, the Building's normal business hours shall be 7 a.m. to 6 p.m., Monday through Friday; and, provided that Tenant has requested Saturday service by 4 p.m. on the preceding business day, 8 a.m. to 1 p.m. Saturday; Sunday and Holidays excluded.

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17. Prior to leaving the Building, Tenant shall make certain the doors of the Leased Premises are closed and securely locked, all water faucets or water and electrical apparatus are entirely shut off so as to prevent waste or damage (except for those equipment items water or energy efficient and meant to be kept on) and for any default or carelessness Tenant shall make good all injuries sustained by other tenants, occupants, the Building or Tenant.

18. Tenant shall at all times cooperate with Landlord in preserving a first-class image for the Building.

19. Neither Tenant nor any of its contractors, agents, employees, invitees or visitors shall smoke (including the use of any form of e-cigarette, electronic cigarette, personal vaporizer or electronic nicotine delivery system) in the Leased Premises, in the Building or in any other portion of the Project which is not designated as an area in which smoking is permitted (if at all). Notwithstanding the foregoing, the smoking and use of marijuana is prohibited at all times and in all areas of the Project, the Leased Premises and Building (including but not limited to the Parking Facility, stairwells, elevator lobbies, elevators, public corridors and restrooms).

20. Landlord reserves the right to make such reasonable additions and amendments to these Rules and Regulations as in its judgment may from time to time be needful and desirable for the safety, security, care, efficiency and cleanliness of the Project and the preservation of good order therein.

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17. TENANT IMPROVEMENTS/ALTERATIONS

In order to maintain quality and uniformity of 1144 Fifteenth building materials and finishes, the Landlord requires all alterations to your premises, subject to the terms and conditions of your Lease, to be approved in advance by Property Management if you wish to change/alter any of the following:

- Wall finishes/coverings
- Floor coverings
- Window coverings
- Lighting
- Plumbing
- Electrical
- Locks
- Configuration of office
- Affix furniture or equipment to the floor or walls (other than wall décor)
- Carpet cleaning

Please contact the Property Management Office at 303-572-1144 to discuss the appropriate way to proceed.

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18. AFTER HOURS HEATING/AIR CONDITIONING SERVICE

The building heating/air conditioning service is provided in accordance with the hours as outlined in your Lease. Requests for weekend services or other additional services outside your Lease requirements can be submitted to the online work order system, Angus Work Order System, and will be billed subject to the terms of your Lease. Please notify Property Management prior to 4:00pm on the business day the service is required if the use of heat, ventilation or air conditioning is needed, or on the business day preceding Saturday, Sunday and Holidays.

19. JANITORIAL SERVICES

Evening janitorial services are provided Monday through Friday for office tenants only. Services are provided to thoroughly clean all areas except as designated by our tenants through the Property Management Office.

Additionally, a Day Porter is provided by Property Management, Monday through Friday. Some of the responsibilities covered during this time are spot cleaning the lobby, restrooms and elevators, vacuuming as needed, cleaning exterior ashtrays and trash receptacles, polishing stainless steel/chrome, removing debris from the parking garage and responding to any other work orders that have been entered into Angus Work Order System.

If additional services are needed, including excessive trash pick-up (during the day or after-hours), please submit a work order into Angus Work Order System for Property Management to coordinate directly with the janitorial team.

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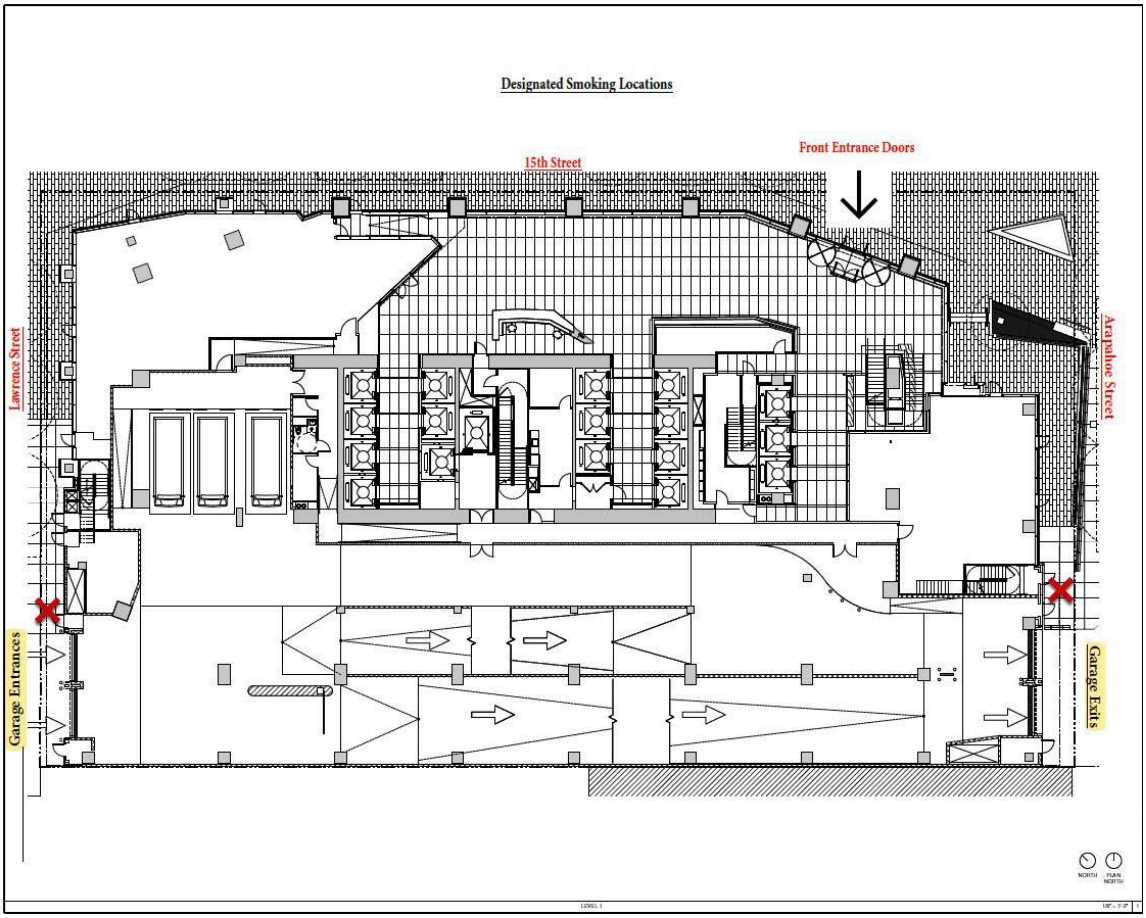
20. SMOKING

The 1144 Fifteenth building is smoke-free to provide a clean professional environment for our tenants and their visitors. **Smoking is not permitted inside the building.** Neither Tenant nor any of its contractors, agents, employees, invitees or visitors shall smoke (including the use of any form of e-cigarette, electronic cigarette, personal vaporizer or electronic nicotine delivery system) in the Leased Premises, in the Building or in any other portion of the Project which is not designated as an area in which smoking is permitted (if at all).

Property Management will strictly enforce the Smoke Free law which **prohibits smoking within 25 feet of the main entry way**. A map of the available smoking areas is located below.



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21. PARKING

Parking at 1144 Fifteenth is for building and public. Any vehicle found to be violating the posted signs will be towed from the premises. Additionally, any vehicles left on the premises for any extended period of time without pre-approval from the Property Management Office will be removed from the premises at the owner's expense.

To obtain parking garage transponders in accordance as outlined in the Lease, please contact the Property Management Office who will coordinate with our parking management company, LAZ Parking. A separate parking agreement will also need to be signed which will be administered through Laz Parking. The number of transponders you request will determine the time frame in which we can complete the programming, testing and delivery of your order. Costs associated with the garage transponders are dictated by your Lease.

Transponders can be re-assigned from one employee to another, but a request for such re-assignment must go through the parking garage management company. Please contact LAZ Parking at 303-291-1111 x 111 or email 1144parking@lazparking.com. This is required for security and safety purposes and allows the Parking Garage Manager to maintain accurate records.

Please note that transponders are equipped with an anti-passback feature which prohibits the ability to allow more than one car through the entry/exit terminal. Once a transponder has been read by one of the terminal sensors the transponder will not work again at that particular terminal until the transponder has been read by the other entry/exit terminal first.

Based upon availability, tenants may elect to Lease additional unreserved parking spaces (beyond those stipulated in the Lease) in the garage on a month-to-month basis.

If you have any questions or need additional information, please contact us at the Property Management Office at (303) 572-1144.

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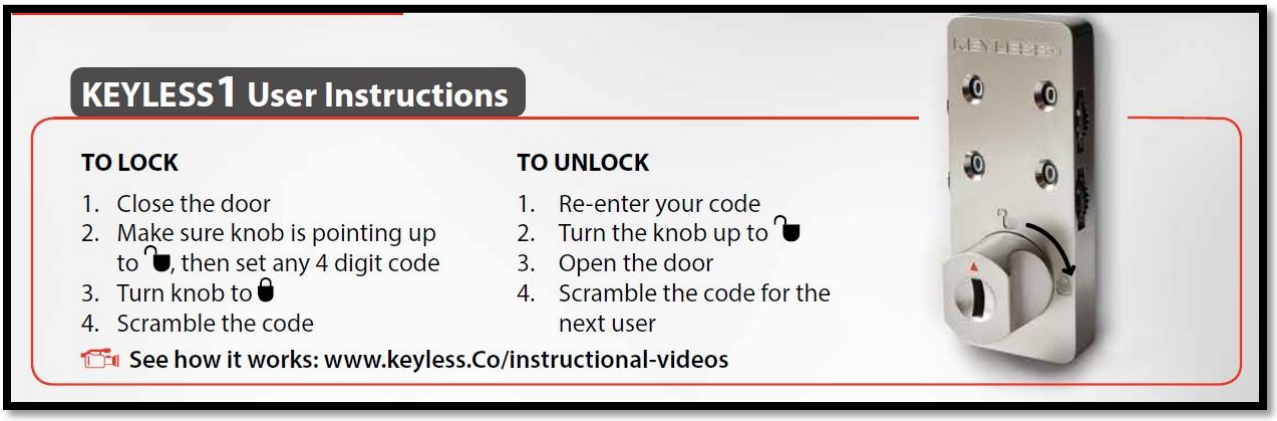
22. BIKE STORAGE, SHOWER ROOMS & LOCKERS

Bike storage is provided to our tenants for your convenience in the parking garage:

Located in Parking Level B-1
At 1144 there are (3) three rooms, holding up to 96 bikes, that are badge access only as an added security measure. There are three different styles of bike racks:

1. PushBike Arc
2. PushBike Loop
3. PushBike Cradle

In addition, there are 50 lockers for day-use, benches and a repair station. For the lockers, you will input a code of your choice each time you use a locker. This makes it very convenient as you don't have to worry about carrying a key around. See below for the keyless user instructions.



If you would like access to the bike storage and locker rooms, please contact Property Management and a waiver will be sent to you. A sample of this form follows on the next page and also can be located on our website 1144fifteenth@hines.com . Once the waiver is signed, the appropriate access will be added to your building access card or an access card will be assigned to you if you do not already have one.

While the secured areas are a theft deterrent, Property Management highly recommends the use of the lockers to provide an added level of security. Additionally, we highly suggest that tenants do not leave bags or accessories near or on bikes due to the risk of theft.

The bike storage areas are to be accessed through the parking garage only. Bikes are not allowed anywhere inside the building.

Showers and locker rooms are located on the second floor, mezzanine level. If you are interested in utilizing this amenity, please have your tenant representative put in a request into Angus with the signed waiver attached. As mentioned above, a waiver will need to be signed before access can be added to your access card.

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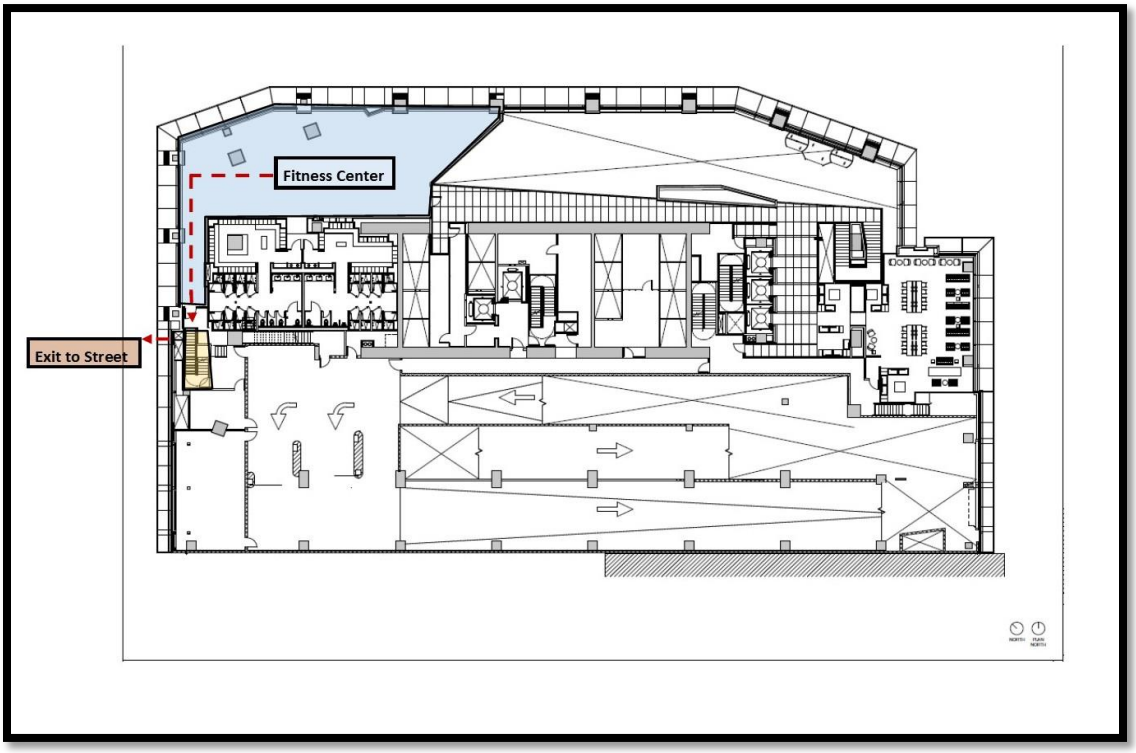
Within the fitness center, there is a men's and women's locker room. Each locker room within the fitness center includes lockers with locks with the same as the instructions as the bike lockers on the previous page. There is no cost to use the lockers. Due to the limited number of lockers, they are available on a first come, first serve basis and are for daily use only. Please do not leave belongings in a locker overnight and do not leave personal hygiene products behind. Remember, the showers and lockers are available for use by all tenants of 1144 Fifteenth so please be courteous and keep the locker rooms as clean and neat as possible. For your convenience, there is also a back entryway so you do not have to utilize the lobby to get to the fitness center, should you wish to change in the locker room and then go offsite for your workout. It is the stairwell off the back entrance to the gym on the Lawrence side – Stair C, see diagram below.



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(PDF is available for download on 1144 Website)

Waiver and Release of Claims Arising Out of the Use of the 1144 15TH STREET Fitness Center Facilities

I,_____hereby request permission to use the Fitness Center, located on level 2 of 1144 15th Street, Denver, CO, together with any and all equipment, and other facilities located therein (the "Fitness Facilities"). I understand and acknowledge that the Fitness Facilities are not public facilities, but are for the exclusive use of those individuals, such as myself, who are specifically authorized in writing by1144 FIFTEENTH PARTNERS LLC, C/O Hines Interests Limited Partnership ("Landlord") or its authorized representative to use the facilities, and who read and sign this **WAIVER AND RELEASE.** I understand that the Fitness Facilities shall be unmanned and unsupervised. Any and all employees or agents of Landlord or its authorized representative who may be present at any time in the Fitness Facilities are not trained or authorized to provide health, fitness, medical assistance or advice. I understand and acknowledge that there are risks inherent with vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Facilities and with the use of the pool, including but not limited to serious bodily injury or even death. I also understand and acknowledge that I should not engage in vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Facilities without first consulting my personal physician and considering any particular risks I may incur in participating in these activities. I acknowledge that any safety equipment needed and/or required by law are to be provided by me.

I further understand and acknowledge that novel coronavirus ("COVID 19") infections have been confirmed throughout the United States, including in the State where the Fitness Facilities are located. I acknowledge that the Centers for Disease Control and Prevention ("CDC") has advised that COVID-19 is transmitted mainly from person-to-person, including through respiratory droplets, and may be spread by people who are not showing symptoms. Accordingly, I understand that there is an inherent risk of exposure to COVID 19 through use of the Fitness Facilities. I certify that I will not enter the Fitness Facilities if I have tested positive for COVID 19 within the last thirty (30) days or been exposed to someone that has tested positive for COVID 19 or is believed to have contracted COVID 19 within the last thirty (30) days, nor will I enter the Fitness Facilities if I have any of one of the following known symptoms of COVID 19: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea.

I HEREBY ASSUME ALL OF THE RISKS OF USING THE FITNESS FACILITIES AND THE EQUIPMENT THEREIN, INCLUDING THE RISKS OF COVID 19 EXPSOURE. I F U R T H E R AC KNOWLEDGE AND AGREE THAT, IN CONSIDERATION FOR BEING PERMITTED TO USE THE FITNESS FACILITIES, I SHALL BE ENTIRELY RESPONSIBLE FOR, AND I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS I HAVE OR MAY HAVE IN THE FUTURE AGAINST LANDLORD, AND ITS SUCCESSORS, ASSIGNS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, MEMBERS, OWNERS, MANAGERS, TENANTS, OR CONTRACTORS (COLLECTIVELY, "LANDLORD PARTIES") FOR ANY AND ALL LOSSES, COSTS, EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, DAMAGES, OR LIABILITIES WHATSOEVER OF ANY NATURE, INCLUDING PROPERTY DAMAGE, LOSS OR THEFT, BODILY INJURY OR DEATH RELATED TO COVID 19 OR OTHERWISE, ARISING OUT OF (i) MY USE OF THE FITNESS FACILITIES, (ii) THE NEGLIGENCE OR OTHER ACTS OF THE LANDLORD PARTIES, WHETHER DIRECTLY CONNECTED TO MY USE OF THE FITNESS FACILITIES OR NOT, AND HOWEVER CAUSED, OR (iii) THE CONDITION OF THE FITNESS FACILITIES. FURTHER, I AGREE TO INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE, THE LANDLORD PARTIES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, JUDGMENTS, LIABILITIES, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES AND OTHER LITIGATION COSTS, WHICH MAY IN ANY WAY ARISE FROM MY U SE OF THE FITNESS FACILITIES, EVEN IF SUCH LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF A LANDLORD PARTY.

I also agree that my use of the Fitness Facilities shall be in accordance with the Rules and Regulations attached hereto, as the same may be amended, modified or replaced from time to time by Landlord or its authorized representative, and I agree to follow CDC guidelines for minimizing the risk of COVID 19 spread, including maintaining appropriate physical distance from other persona, hand washing, cleaning and disinfecting, and

following local ordinances regarding the use of gyms or other public spaces. I further agree to follow any oral instructions or directions given by the employees, agents or representatives of Landlord at the Fitness Facilities. I agree that my failure to use the Fitness Facilities in accordance with the Rules and Regulations or as directed by such agents or representatives at the Fitness Facilities may result in the permanent loss of my privileges to use the Fitness Facilities. I certify that I have read this document, and I fully understand its content. I am aware that this is a release of liability and a contract and I sign it of my own free will.

Signed: _____

Print Name: _____

Company: _____

Date: _____

E-Mail: _____

If the person signing above is under the age of 18, I certify that I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Waiver and Release of Claims.

Signed: _____

Print Name: _____

Company: _____

Date: _____

E-Mail: _____

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1144 15TH STREET
FITNESS CENTER AND SHOWER AND LOCKER ROOM FACILITIES
RULES AND REGULATIONS

1. Use of the Fitness Center and Shower and Locker Room Facilities are limited to tenants of 1144 15th Street only. No guests are allowed. Minors may accompany tenants at the Fitness Center with Landlord permission and must remain in the immediate supervision of the tenant at all times. No minors under the age of 16 may utilize the Fitness Center equipment. Minors 16 or older may only utilize the Fitness Center equipment after both the minor and his or her legal guardian sign a Waiver and Release provided by Landlord.

2. While utilizing the Fitness Center, gym users are required to wipe down equipment after each use. This includes, hand weights, machines, mats, medicine balls and the television remotes.

3. You may not use the Fitness Center and Shower and Locker Room Facilities unless you have read, understood and signed the Waiver and Release of Claims Arising Out of the Use of the Fitness Center and Shower and Locker Room Facilities for use of the Fitness Center and Shower and Locker Room Facilities.

4. The use of personal trainers, coaches or advisers are strictly prohibited in the Fitness Center and Shower and Locker Room Facilities unless the consent of Landlord is obtained and such personal trainer, coach, or adviser signs a Waiver and Release provided by Landlord. No group fitness or group workout classes are permitted in the Fitness Center and Shower and Locker Room Facilities without Landlord's prior written consent.

5. To protect your belongings, use a locker to secure your items while you are using the Shower and Locker Room Facilities. Items left in lockers overnight may be removed by the building management. Neither Landlord nor building management will be responsible for any personal property left within the Fitness Center and Shower and Locker Room Facilities, including any items stored in lockers.

6. Report any injuries or problems immediately to building management.

7. Offensive behavior of any kind will NOT be tolerated in the Fitness Center and Shower and Locker Room Facilities. You may be removed from the premises for any such behavior, and multiple instances of offensive behavior may result in the permanent loss of use of the Fitness Center and Shower and Locker Room Facilities. Any behavior you feel is inappropriate should be reported to building management immediately.

8. As a courtesy to others, music may be played on personal headphones only. No speakers allowed when others are present.

The Fitness Center and Shower and Locker Room Facilities are for the convenience of all tenants of 1144 15th Street and their employees. Please assist us in maintaining these facilities' cleanliness by disposing of all trash in the receptacles provided. Please report any problems immediately to the building management.

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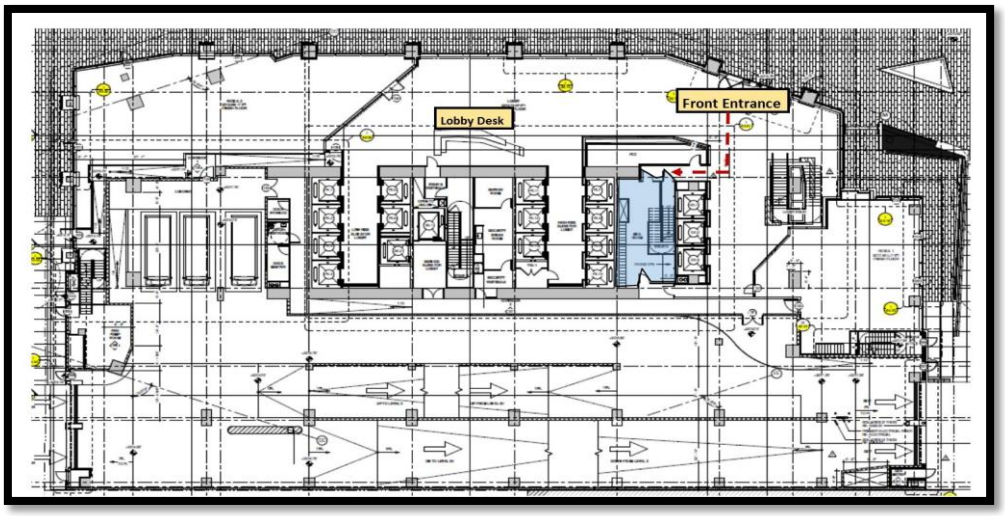
23. MAIL, FEDEX & UPS

The mailroom is located in the service corridor on the first floor, behind the lobby. See diagram below. Please see security if you are unable to locate the mailroom and they can assist. Each tenant is assigned a mailbox by the United States Postal Service and the Property Management Office will supply you with a mail key to your assigned mailbox. In addition, there are two overflow mailboxes on the opposite wall in the event the Post Office cannot fit all your mail in your assigned mailbox. Lastly, there are slots in the bank of mailboxes that are designated for outgoing mail.



The Post Office that services our building is located at:

951 20th Street
Denver, CO 80202
1-800-275-8777
www.usps.com

Hours of operation:
Monday through Friday, 8:00am – 6:00pm
Saturday 9:00am – 6:00pm
Sunday – Closed

USPS slots as well as a UPS Express drop box & a FedEx drop box are located in mail room.

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24. SERVICE REQUESTS

All service requests should be entered into the building's work order system, Angus. The log-in and tutorial information will be provided to each tenant's daily contact by Property Management when you move in.

It is preferred that work requests are not given directly to the engineers while they are in the field unless it is an emergency. When service requests are made to the Property Management Office, a work order is generated. To submit a work order, visit the below address. The login page for work orders is located under the Tenant Services tab.

http://tenants.1144fifteenth.com

For any questions/inquires, you are welcome to send an email to the Property Management Team at 1144.fifteenth@hines.com or call 303-572-1144.

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25. HOLIDAYS

The following is a list of holidays observed by the Property Management Office at 1144 Fifteenth:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Please keep in mind:

- The Property Management Office will be closed.
- No janitorial service is performed unless arrangements are made in advance throughthe Property Management Office. A fee will be charged.
- The building is secured as in after-hours mode and card access will be required for entry.
- The building's heating and air conditioning system will not be scheduled to operateunless arrangements are made in advance through the Angus Work Order System. After-hours use charges will apply.

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26. TENANT GREEN OFFICE ("GO") GUIDELINES

In our efforts to continually improve sustainability measures, Hines initiated a Green Office program to improve energy efficiency and sustainable practices within Tenant spaces.

The following two pages provide Frequently Asked Questions related to the Tenant Guide for Green Offices and instructions on how to be recognized as a Green Office participant.

Property Management encourages you to participate in the program and "Walk the Walk" with us. For further information on the Green Office program, please contact the property management office at 303-572-1144 or 1144fifteenth@hines.com.

GREEN OFFICE FAQs

As Hines launches the GREEN OFFICE Tenant Guide, a list of anticipated questions with answers has been prepared to assist you with this initiative.

1. Is every Hines tenant required to complete and submit the GREEN OFFICE Guide?

The GREEN OFFICE Tenant Guide initiative is voluntary. Hines is hopeful that each tenant office will "walk the walk" when it comes to sustainability and set an example for employees and your fellow tenants.

2. What are the primary benefits of participating in the GREEN OFFICE initiative in our office?

- Demonstrate leadership in sustainability and efficient operations
- Create a competitive advantage for business
- Set sustainable goals and then measure improved performance
- Motivate, educate and engage employees
- A sustainable office is a great recruiting tool

3. What award or recognition will a GREEN OFFICE receive upon successfully achieving 70 or more Leaf Credits?

Tenant offices submitting a successfully completed Tenant Guide as specified in the introduction will receive a distinctive award to display in your office.

4. What tenant offices may participate in the GREEN OFFICE initiative?

GREEN OFFICE is open to occupied tenant offices anywhere in the world that are owned or managed by Hines.

5. If an existing tenant space is already using the specified item or product (no changes are necessary), is the tenant office allowed to count the Leaf Credits for that Green Opportunity?

Yes, Leaf Credits are awarded if the item is achieved at the time the scorecard is completed.

6. What are Life Cycle Savings?

This is an indication that implementation of a Green Opportunity will return a financial benefit as well as a sustainable benefit to your office.
Example: If you can substantiate an operating cost savings, whether lower paper costs or lower printing costs, this can be used as support for a Life Cycle Savings.

7. When submitting a completed GREEN OFFICE Tenant Guide do I need to submit other supporting documentation?

No, but your office is encouraged to maintain supporting documentation prior to and after your transition to Green Opportunities as this may assist in LEED CI or other application/certification processes.

8. Is it necessary to re-apply as a GREEN OFFICE on an annual basis or some other frequency?

No. Once an office has been designated a Green Office it is Hines' hope that your office and employees would maintain or exceed your sustainable operations.

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9. If interested in applying GREEN OFFICE efforts toward LEED Commercial Interiors (CI), where can I find more information?

Information is available at www.usgbc.org/leed/ci/.

10. Who will oversee my office's GREEN OFFICE efforts?

Each tenant office is encouraged to establish a sustainability advocate or team leader within your office's green team to encourage and provide leadership in achieving the designation as a GREEN OFFICE.

11. What impact do items such as organizing office employees to participate in a sustainability-focused community project once a year have on an office?

Community projects provide educational and awareness opportunities for the offices as well as community involvement. The impact of each office's sustainability reaches much further than a single office or property.

12. In the "Reduce, Re-use and Recycle" category, items A, B & C, why are there three opportunities for the same product?

Item C is the greener option; however it is 1 of 3 options as not all offices will be able to transition on the first attempt due to costs, resources, property-specific ownership approval or local availability.

13. If an office is actively participating in an existing recycling program and recycling 50% of office waste (Reduce, Re-use and Recycle category), is it also able to pick up the 2 Leaf Credits as well as the 1 Leaf Credit for surpassing the 25% goal?

No. The office achieving 50% participation would receive 2 Leaf Credits as credits are awarded for the achievement at the time that the GREEN OFFICE Guide is completed. It is a snapshot at that given moment.

14. May a non-USA tenant office use BREEAM in lieu of LEED?

Yes, non-USA tenant offices may substitute any country-specific program credits such as those from BREEAM in the UK instead of LEED. LEED is prevalent in the U.S. and appears to be gaining a foothold in Spain, Italy and the Middle East, but it is not a requirement for the GREEN OFFICE initiative.

15. May a tenant office space receive "Leaf Credits" for "Green Opportunities" already taken?

Yes, "Leaf Credits" achieved are a snapshot of what your office has accomplished at the time you complete the Tenant Guide.

16. How many "Leaf Credits" are required to qualify as a GREEN OFFICE?

70 "Leaf Credits" or more.

17. Is any action required by my office in the "Upfront Costs" or "Life Cycle Savings" columns before submitting the Tenant Guide?

No. Both columns are included to indicate general conditions you may expect when pursuing a given "Green Opportunity".

Please contact your Hines Property Management representative with any other questions you may have regarding GREEN OFFICE.

27. RECYCLING PROGRAM

1144 Fifteenth utilizes Alpine Waste & Recycling for the building's trash and recycling needs. Alpine does not require separation at the point of collection and all recyclable items may be co-mingled. Separation of the various recyclable components is done at an off-site facility. The following items can be recycled through the building's recycling program:

* Newspaper (including inserts)	* Corrugated Cardboard (**FLATTENED**)	* Office Paper
* Mixed Paper	* Chipboard (Cereal and Tissue Boxes)	* Brown Paper Bags
* Phone Books	* Plastic (#1 - #7) Plastic Bottles or Tubs	* Aluminum (do not crush)
* Steel or Tin Cans	* Empty Aerosol Cans	* Glass Bottles and Jars
* Aluminum foil	* Pie Tins	* Detergent Bottles (Tide)
* Plastic Milk Jugs	* Magazines	* Bulk or Junk Mail
* Aseptic Packaging (Milk and Orange Juice Cartons)		* Mixed Rigid Plastics

∅ **Plastic bags, Plastic Shrink Wrap, Plastic Containers marked as "PLA", Compostable Plastic Containers, Ceramics, Batteries or Light Bulbs, Paper Towels, Paper Plates or Cups, Hazardous Materials (Needles, Syringes, motor oil Plastic bottles), Garbage and Soiled food items are not permitted in the recycling containers.**

Please refer to the following page for illustration and more detail on recyclable/non-recyclable items. We also encourage you to contact Property Management to set up a time to coordinate a kick off meeting with Alpine Waste & Recycling on proper waste and recycling efforts and to order recycling containers.

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<u>Here are some more in-depth helpful hints when deciding whether you can recycle the item:</u>

<u>Plastic</u> -- Only recycle plastic bottles and tubs. This is typically a #1 through #7 plastic and only pertains to the bottles and tubs. Please do not add clamshell containers or #7 PLA compostable plastics. No need to remove the screw tops on the bottles. In addition, we accept the larger what are known as "mixed rigid plastics." These are the larger toys and buckets. Here are some examples of plastics that are okay to recycle:

- Soda, water, and juice bottles
- Liquid detergent and other cleaning supply bottles
- Condiment bottles (ketchup, mustard, etc)
- Milk jugs and orange juice jugs
- Shampoo bottles and liquid soap dispensers
- Peanut butter jars (please rinse out)
- Butter and Yogurt tubs
- Large toys
- Plastic Lawn furniture
- Plastic buckets (with metal handles removed)

Plastic Items NOT accepted:

- NO PLASTIC BAGS
- NO clamshell or "to go" plastic containers
- NO plastic egg cartons
- NO six-pack ring holders
- NO plastic plates, forks, spoons or knives
- NO #7 PLA compostable containers

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- NO six pack holders
- NO plastic syringes
- NO Styrofoam

Steel-- Please make sure any aerosol cans are totally empty. This would include containers such as shaving cream and hairspray cans. Labels are okay.
Cardboard – Make sure to flatten cardboard. No wax-lined cardboard is accepted in the recycling mix. Wax-lined cardboard can be composted in a different service.
Brown paper bags – NO PLASTIC BAGS
Chip or Paperboard – This type of material includes items such as:

- Cereal boxes
- Soda carrier boxes
- Tissue holders
- Other food boxes such as popcorn or microwave food boxes (not the cooking sleeves)
- Paper egg cartons are okay
- Paper towel and toilet paper tubes

Newspaper – We accept the entire newspaper including the inserts and ads
Office Paper – All types of office paper are accepted. If you can tear it, we can take it. All colors are fine as well. Don't worry about paperclips, staples, tape, and sticky notes. These are all okay in the mix. NO TYVEK (polyethylene fiber) plastic, over-night mailing folders.
Bulk or Junk Mail – This material is okay as well. Do not worry about any stamps or staples or sticky notes in this material, either. Remember, if you can tear it, we can take it. Again, NO TYVEK (polyethylene fiber) plastic, over-night mailing folders.
Magazines, Catalogs, Phone Books -- Please discard plastic bags around these items and items such as CDs and magnets. Everything else is okay.

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28. ABOUT HINES

We are delighted to have you as a tenant and we want your tenancy to be a pleasant experience. Our goal is to provide outstanding and courteous service.

While this handbook has been prepared for your reference and convenience, it is to be used as a guideline and is subject to change. Landlord reserves the right, at any time, to rescind any one or more of these rules and regulations, or to make such other and further reasonable and nondiscriminatory rules and regulations as seen fit or as necessary or desirable for the safety, care and cleanliness of the Building or for the preservation of order therein. With this said, if there are things that we missed that would be helpful to have in the handbook, please feel free to share your ideas with Property Management.

Just in case you are not familiar with Hines and what we do, the following is some background information on us:

Hines is a privately owned global real estate investment, development and management firm, founded in 1957, with a presence in 201 cities in 21 countries and $100 billion of assets under management—including $54.5 billion for which Hines provides fiduciary investment management services and $45.5 billion for which Hines provides third-party property-level services. Hines has 113 developments currently underway around the world, and historically, has developed, redeveloped or acquired 1,262 properties, totaling over 414 million square feet. The firm's current property and asset management portfolio includes 529 properties, representing over 213 million square feet. With extensive experience in investments across the risk spectrum and all property types, and a pioneering commitment to sustainability, Hines is one of the largest and most respected real estate organizations in the world. Visit www.hines.com for more information.

Again, we welcome you to 1144 Fifteenth!

The Hines Management Team

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