



COVENTURE

A Business Incubator, Accelerator and Co-working Space
in Carbondale, Colorado

“Building Economic Resiliency for the Roaring Fork Valley and Beyond”

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Executive Summary

COVENTURE is the next iteration of GlenX and will evolve from a Business Resource Center to a robust Business Incubator and Co-Working Space located at 201 Main Street in Carbondale, Colorado. It will serve Carbondale, the Roaring Fork Valley and Garfield County through co-working, curated programming, business incubation and acceleration, access to capital and professional services.

Co-working is defined as a style of work that involves a shared, communal setting. Harvard Business Review compiled data from a variety of sources examining how workers thrive and discovered that the co-working model has significantly higher levels of satisfaction than traditional work environments. Co-working spaces often operate within Incubators which focus on start-up businesses and provide next-level opportunities for entrepreneurs to take ideas developed in a co-working environment to market. These spaces have grown dramatically over the last two decades and are now located in virtually every major city in the United States as well as many rural areas. In Colorado alone, there are 27 such spaces, with 9 of them located on the Western Slope.

Co-working Spaces/Incubators have become an important economic development tool for communities, both urban and rural. These spaces fill a niche for the growing population of location neutral workers (See Appendix C). The Huffington Post estimates that by 2020, 40% of workforce will be independent contractors, freelance, solopreneurs or location neutral employees. These spaces have also had success in generating new businesses by providing a collaborative environment, mentorship, networking and access to investors. As rural communities struggle to realize 'economic resiliency', these spaces provide an important strategy to support small businesses, grow new businesses, share resources and connect to new resources normally unavailable in small towns (See Appendix C).

Carbondale is at a crossroads of economic development. Research from the Colorado Office of Economic Development (OEDIT) as well as Start-up Colorado point to common problems in rural areas: Lack of industry diversity, lack of smart growth and limited local leadership. These issues coupled with brain-drain and a lack of opportunity for millennials are a concern for rural Colorado. Tourism continues to grow and sustain our community, but there is unclear strategy around how to support existing businesses as well as grow new businesses. COVENTURE believes that strategy should be rooted in 'economic gardening' while building an entrepreneurial ecosystem that helps existing businesses scale, while supporting entrepreneurs through curated programming. Last year, COVENTURE (operating as GlenX) had 76 members participate in the co-working space in the 3rd Street Center and more than 100 participants in their entrepreneurial programming. A dozen businesses participated in the Accelerator program as well as customized consulting. Of those 12 businesses, 5 received capital totaling \$1.25mm. All 12 businesses have realized revenue growth along with increased profit margins due to work done through the Accelerator. All 12 businesses continue to receive ongoing mentoring as they scale. The 5 businesses that received capital have collectively made 47 hires, with 8 of those hires at the executive level. These early successes represent a solid 'proof-of-concept' as well as a model for responsible economic growth that will serve Carbondale well into the future.

As COVENTURE steps into 2019, the focus will be on building strategic partnerships with local, regional and state resources. The executive team will work closely with the Carbondale Chamber, Art Council, 3rd Street Center and the Town to align a common vision for economic development that is scalable and sustainable. In addition, COVENTURE will continue to expand its curated programming through partnerships with Colorado Mtn. College (CMC), Denver University (DU), Roaring Fork Leadership (RFL) and the Small Business Development Council (SBDC) to provide a destination learning center with comprehensive business solutions. This programming will eventually be scaled to partner communities such as Rifle, Glenwood, Aspen and Vail in partnership with the SBDC. Finally, COVENTURE will refine its professional services to include industry leaders, mentors and content experts to help our businesses scale effectively (See Appendix G).

A Brief History

COVENTURE started as GlenX at the Third Street Center in Fall of 2017. We launched with our first Economic Summit that brought together community leaders, entrepreneurs and successful investors to discuss the challenges and opportunities around creating an entrepreneurial ecosystem. On the heels of that event, we embarked on an ambitious agenda to provide programs and events to entrepreneurs and business professionals in Carbondale. When the dust settled after our inaugural pitch event in Spring of 2018 that featured 8 entrepreneurs pitching to a crowd of 300+ people, we had successfully raised \$1.25m for 5 companies (4 of which pitched at event) resulting in 47 new jobs including 8 executive hires. Along the way, our committed team of volunteers hosted 24 guest speakers, built a community of 76 members (with almost half being active co-workers), coached 46 entrepreneurs, provided deal flow showcases for our investor community (resulting in funding for 1 company) and co-hosted multiple meetings with Start-Up Colorado and the Colorado Office of Economic Development to help define a plan for economic resiliency.

The testimonials our members have to offer are many and powerful. One example is Brian Soby, one of our remote workers who is a software engineer. He joined our co-working space late Spring of 2018. During his short stay, he was able to secure capital to launch an important complimentary software platform to Salesforce (one of the world's largest management software companies). One of his first moves was to hire a small team of programmers he had met in our co-working space. This budding start-up that was formed in a humble office space at the Third Street Center will now be moving to our new location to incubate their business and become a powerful example of how a small group of co-workers can create a rural business enterprise with global reach. Another example is Pat Conorro, a product engineer who has struggled to launch his company in a basement in Glenwood Springs. He has joined our 2019 Accelerator program and will be moving his entire operation (which includes a Maker's Space) to our COVENTURE offices. His expertise in product design and delivery provides a rare resource to many entrepreneurs in our Valley looking to beta test promising products in emerging markets.

The two most powerful examples from last year's Accelerator are Jon Perin, a former health care executive at Valley View hospital who saved his father's struggling manufacturing company in Iowa by focusing on aerospace and medical industries. His experience in our program helped secure him \$250k in start-up capital which in 8 months has resulted in almost \$2.5m in signed contracts for 2019. He has committed to keeping his marketing arm at our new space and will be making several local executive hires over the coming years. A more familiar example would be Connie Wolf, owner of Marble Distillery. She is implementing a plan created during our 2018 Accelerator program to expand in North America that will 3x-5x her revenue within the next 2 years. This plan is particularly powerful because it maintains her commitment to sustainable practices. She is working with the Nieslanik Ranch to keep her production in the Valley. That commitment means more stability for one of our most important agricultural businesses by keeping the supply chain in the Valley. Finally, there is the collective story of all our businesses who did not receive capital but are staying with us as we move to our new space because they value our commitment to provide ongoing mentoring.

Even though we started this journey in Glenwood Springs in early 2017, we are grateful we ended up in Carbondale. The strong sense of community coupled with an already budding landscape of entrepreneurial activity made Carbondale the right place to call home. In the beginning, we had a vision to create a community resource that would have long-lasting economic impact. In the end, it was the right choice because being an entrepreneur is fundamentally a creative endeavor that can only take root in true community. We have had artists, plumbers, business tycoons and high school students circle through our space at the Third Street Center. We have watched new friendships develop and businesses form simply out of gathering people in a common space. We have greatly benefitted from the generosity local businesses, non-profits and community leaders in our first year. We carry this strong sense of community into 2019 and embrace our evolution as COVENTURE into a highly focused organization around economic resiliency. We bring forward the best of our team and projects while expanding that team to take on bolder initiatives.

Value Proposition

COVENTURE will build ‘economic resiliency’ in Carbondale, Colorado that will serve the communities of the Roaring Fork Valley and Garfield County. It will become a model for how to utilize co-working, business incubation and acceleration to drive strategic, thoughtful economic growth for rural communities. The COVENTURE Space will be a hub of networking, collaboration, education, mentoring and community problem-solving. The Space will serve to connect local needs with local, state and national resources through effective use of cutting-edge technology and dedicated expertise. The Space will serve as a flexible environment that utilizes some of the best practices from flagship Co-working/Incubator Spaces. COVENTURE will operate as a true public/private partnership and strive to bring together the best resources and talent from public agencies, local businesses and the non-profit community to solve rural challenges of economic diversity, smart growth and targeted leadership.

Objectives

1. Provide curated programming for local businesses and entrepreneurs.
2. Create and manage a state-of-the-art co-working space.
3. Build community through networking, collaboration, events, mentoring.
4. Develop strategic public/private partnerships with local and regional entities.
5. Provide business incubation, acceleration and access to capital.
6. Develop professional services and mentoring to support local businesses and entrepreneurs.
7. Establish robust apprenticeship and internship programs.
8. Work with local and regional partners to establish a strategic vision for economic resiliency.

Mission Statement

“Building economic resiliency in rural communities through co-working, business incubation, acceleration, curated programming, professional services and access to capital.”

Keys to Success

Business incubators/co-working spaces rarely survive in rural areas without a public/private partnership. Rural communities in Colorado including Telluride, Durango, Montrose and Gunnison have found success by working with their respective public agencies and local businesses to build resources around a common economic vision (See Appendix G). The conversation around economic development is now focused on ‘Economic Resiliency’. The Colorado Office of Economic Development (OEDIT) suggests the following metrics around ‘Economic Resiliency’:

1. **Quality of Life**
2. **Economic Diversity and Smart Growth**
3. **Community Leadership**
4. Education and HealthCare
5. Transportation Access
6. Housing Availability and Supply
7. Labor Market and Wages
8. Youth and Family Retention

Through multiple meetings facilitated by Aspen Entrepreneurs and COVENTURE with OEDIT and Start-up Colorado over the last year, distinct themes emerged around resiliency within rural areas. Economic diversity was the top response, indicating the importance of maintaining a wide array of different industries within a community. Community leadership was also common. Finally, the concept of smart growth emerged as an overarching theme, as communities are concerned with how to manage growth in a sustainable manner. (See Appendix C).

Technical Feasibility

This project requires a significant investment of capital to help renovate part of the old Timbers Resort building at 201 Main Street, provide appropriate furnishing and technology, develop and sustain an operating budget that includes hiring an executive director and attract a team of part-time talent to manage the space, events and programming.

Company Ownership/Legal Entity

COVENTURE is DBA operating under Social Bridge's 501c3(See Appendix A). We have an Executive Management Team and Board of Directors including an attorney and controller. The Board of Directors will expand to include community leaders from local public agencies and businesses. The Executive Management Team will utilize strategic partnerships, volunteers and in-house consultants/experts to provide a wide range of services to the community.

Location

COVENTURE will be housed in office suites in the old Timber Resorts Space at 201 Main Street in downtown Carbondale on the south end of town. The location is an attractive 12,000sqft 3-story building that includes an open floor plan on the 1st floor that will be used primarily for co-working. The 2nd floor will be used to house local start-ups and business professionals needing more privacy and resources. The 3rd floor will function as an executive suite and will house professional services that include legal, accounting, marketing, financial and operations expertise. A Makers Space will also be located on the 3rd floor that will provide product innovation services.

Tyler Moebius, CEO of FastG8, has purchased the building and is willing to cover renovation costs up to \$50k on the 1st floor as well as subsidize rent to COVENTURE for the co-working space until it becomes sustainable. CMC and DU have both committed to helping cover some of the renovation costs (\$50k-\$75k) to become founding members of the COVENTURE Rural Innovation Lab. We are still actively raising capital to provide the state-of-the art technology and infrastructure. Red House Architecture has been hired to design and renovate Space. Permits have been approved and renovation will commence end of November and be finished in January.

Architecture and interior design will be attractive inside and out. Renewable energy and technology partners will be explored to implement sustainable elements such as solar. The exterior of the building will remain largely intact, but certain tasteful touches similar to Carbondale's 3rd Street Center will be added. An attractive roof awning, some strategically placed metal or wood finishes with clear clean lines that blend with the existing structure. Attractive signage. Landscaping that may include some wall garden features.

Maintenance

All expenses associated with the upkeep of the building will be a shared expense between COVENTURE and landlord as defined by the lease between tenant and landlord. Any significant upgrades to the Co-working Space on the 1st floor will be tied to a Capital Campaign. Minor upgrades will be covered by our operating budget. Businesses and professionals located on the 2nd and 3rd floor will be responsible for maintenance as defined in membership agreement.

Hours of Operation

The Space will operate under normal business hours of 8am-5pm Monday through Friday but will have extended hours during the week from 5pm-10pm for events, meetings and workshops. Weekends will be open from noon-8pm. Full-time members will have access to the Space 24/7 but will have strict protocols in place they must follow. No events will be held outside existing hours to honor community feedback for limited noise after hours.

Operations

The Space will have multiple conference rooms, computers, videoconferencing equipment, multi-media in addition to a large communal area, breakout rooms, dedicated offices, shared offices and anchor member offices for professionals that assist with rural economic development. Members will have full access to facilities but will have to find parking around Carbondale. Additional parking is available in 9 dedicated spots next to building. Parking challenges will be mitigated by incentivizing bikers and promoting a ride share program. Event parking will be more accessible as all events will be pushed to evening hours. Technology and Space support will be available during normal business hours.

Community Partnerships

The Space will primarily be used to support economic development in Carbondale, the Roaring Fork Valley and Garfield County and will integrate programming for a variety of customer segments. Programs targeting seniors, youth and the underserved in our community will be a regular part of our offerings. We will work closely with the Carbondale Chamber, Art Council, 3rd Street Center and Town to find solutions to community challenges. We will subsidize mentoring, programming, sponsorship and co-branding to help our partners grow their respective organizations. We will work closely with CMC, DU, RFL and SBDC to customize programming for our business community and create a destination learning center. Finally, we will work collaboratively with the Western Slope coalition of incubators, equity partners, co-working spaces and Front Range economic leadership to share resources and expertise.

Community Buy-In

We used surveys as well as primary and secondary research to establish a needs assessment during 2018 on how to best craft the customer experience around co-working and business development. The feedback from our members was to have access to more space, better resources and to continue to offer our core programming around ideation, incubation and acceleration. Our members were highly satisfied with our events but would be welcome a stronger integration of local and regional expertise into our activities. Our neighborhood feedback was almost exclusively around noise, parking and after hour usage. Feedback from our community leaders including the Chamber, Art Council, 3rd Street, the Town and numerous business leaders has been primarily focused on working in alignment with Carbondale to craft and carry out an economic vision that represents shared goals. COVENTURE has incorporated all this feedback into our business model and operation plan and will continue to revise our strategy as necessary to support a shared vision (Appendix C).

Management

The Management Team will be led by an Executive Director who will manage the facility, finances, events, programming, growth opportunities and staffing. A part-time staff has been on-boarded and will assist the Executive Director to deliver programming, events and consulting (See Appendix D). The scope of work will include grant writing, event coordination, curriculum design, business consulting, co-working recruitment and management, strategy and communication with our constituents (both customers and strategic partners). Many of our in-house consultants will double as teachers for classes and will also help host events. Our in-house technologists will oversee deployment of software, hardware and technology infrastructure needs and provide support and training for our members. The Colorado Lending Source, SBDC, RFL and other economic development businesses will occupy space on the 3rd floor and provide mentorship to help grow space. Finally, we have enough commitments from technologists, programmers and industry experts to provide a wide range of comprehensive business support services to the broader community. Many of these members will be helping host events and workshops (See Appendix G).

Activities

Economic Resiliency will focus on sustaining existing businesses while helping entrepreneurs grow new businesses. COVENTURE will offer mentoring, curated business programming and strategic resources to our members and to the larger community. We will serve both investors and entrepreneurs as we create a sustainable business environment. Our target demographic will be working professionals, but we will build robust offerings for youth, seniors and the underserved. Many activities will showcase and celebrate our strategic partnerships.

1. Monthly weekend Ideation Programs for beginning entrepreneurs for business fundamentals.
2. 4-Week intensive Incubator Programs for developing entrepreneurs looking for go-to-market strategy.
3. 3-Month intensive Accelerator Program for established businesses looking to scale.
4. Weekly Speaker Series showcasing local experts, community leaders, and national game-changers.
5. Monthly Pitch Night celebrating entrepreneurial community and showcasing how to tell a business story.
6. Ongoing business classes and workshops offered in partnership with CMC, DU, RPL and SBDC.
7. Community events and conversations around economic development (Quarterly Economic Summits).
8. Annual big stage Pitch Event for Accelerator Program.
9. Private deal flow discussions/meetings/presentations with local investors.
10. Professional services including accounting, finance, marketing, tech support, operations and business strategy.
11. Apprenticeship and internship opportunities for local students and recent college graduates.
12. Outreach that will take some of our programs and events to partner locations on Western Slope.

Financial Management

The COVENTURE Revenue Model (See Appendix B) will be built on public and private funding as well as internal revenue streams for co-working, programming and revenue share from consulting.

As a public/private partnership, revenue will be weighted towards public funds for the first few years, but gradually change as revenue streams take the place of public funds that become non-renewable.

Given the following assumptions, the roughly \$250k minimum to operate the business is attainable. We have applied a 15-20% growth per year to reach a \$450k-\$500k operating budget by Year 5 (See Appendix B).

Public Funds

1. Small Donations/Grants (\$50k/yr)
 - a. Local Businesses (\$5k/yr from 10 organizations; Rotary, Colorado Lending, etc)
 - b. Add \$10k every year (by Year 3, money will take place of Town)
2. City/County Grants (\$50k/yr)
 - a. County (\$25k Renewable)
 - b. Town (\$25k/yr for 3yrs – Annually reapply)
3. SBDC Incubator Grant (\$50k over 5yrs)
 - a. 2/1 Match: Need \$100k in matching public/private funds to secure \$50k/yr (see 1&2)
 - b. Total of \$250k over 5 years. Small Grants will scale to replace Town give by Year 3

Revenue Streams

1. Co-Working
 - a. Drop-in and Membership (\$20/day and \$20/mo x 50ppl) = \$12,000
 - i. Community memberships (monthly subscription at same rate) includes limited drop-ins
 - ii. Scales from \$1000 to \$2000 month in yr 2 and remains fixed based on industry data
 - b. Flex Desk(\$250/mo x 10ppl) = \$30,000
 - i. 6 ppl have signed up by 12/1/19. Add 4 more by 1/1/19
 - ii. Scale based on industry avg
 - c. Dedicated Desk (\$350/mo x 9ppl) = \$37,800
 - i. 9 ppl have signed a year membership agreement for 2019
 - d. Office (\$500/mo x 4 offices) = \$24,000
 - i. Perin Industries and Product Launch pay for offices for themselves and professional services
2. Programs
 - a. Ideation Program priced at \$99/customer, but \$50 avg w/ scholarships
 - i. Yr 1: 6 programs/20 customers avg = \$6000
 - ii. Scale by adding 2 programs per year and/or 5-10 customer
 - b. Incubation Program priced at \$299/customer, but \$250 avg w/ scholarships
 - i. Yr 1: 3 programs/20 customers avg = \$15,000
 - ii. Scale by adding 1-2 programs per year and/or 5-10 customers
 - c. Accelerator Program priced at \$1299/customer, but \$100 avg w/ scholarships
 - i. Program capacity 8 w/half scholarship = \$4000 first year
 - ii. Scale by increasing price, but eventually adding 1 more accelerator Yr 3
3. Consulting Revenue (10% of all Rev from Professional Services goes back to Budget)
 - a. 4 companies will be incubated in COVENTURE space in 2019
 - b. Each has committed \$10K for 2019 for professional services for \$40k/yr (Scale to \$250k/yr by Yr 5)

The COVENTURE Budget is based on expenses from 2018 that includes travel, marketing, and other requirements to support our programs and events. There are additional expenses around rent, internet, legal, insurance and accounting that represent operational expenses. The 2018 total was about \$75k. Expense assumptions for 2019 start with that number and scale up by 10%-25% a year based on data from neighboring co-working spaces. 2019 budget includes payroll. 2018 had no payroll and relied on a tremendous effort from volunteers and community leaders to achieve objectives (See Appendix B).

<u>Outgoing</u>	<u>2018</u>	<u>2019</u>	<u>Growth Assumptions</u>
1. Food & Alcohol	\$2777	\$5000	10-25% growth
2. Supplies/Reimbursements	\$18,340	\$20,000	
3. Travel (Gas/Hotels/Plane)	\$3123	\$5000	
4. Marketing	\$6035	\$6000	
5. Insurance/Legal/Actg	\$3876	\$4000	
6. Other Programs (Remaining Expenses)	\$25,000 \$19,000	\$35,000	
TOTAL	\$74,374	\$75,000	
7. Rent	\$13,008	\$60,000	
8. Internet	\$960	\$12,000	
9. Payroll	\$28000	\$80,000	
10. Loan (\$50k/3yrs/2.9%)	NA	\$17,400	Loan for 2017/18 expense shortfall
Total Expenses	\$117,342	\$244,400	
Total Revenue (see above)	\$125,000	\$282,800	
Cash (no balance b/c Lowe loan)	0	\$38,400	

Start-Up Strategy Summary

Most successful business incubators/co-working spaces require a public/private partnership to get started. Even though COVENTURE is functioning in start-up mode, we have proof of concept and success that rivals the top rural business incubators in the country. We bring significant resources, talent and success to the table because of the success achieved during the GlenX period at the 3rd Street Center in 2018. We established over \$50k in renewable small grants and donations that have positioned us to qualify for \$25k from Garfield County. With a matching contribution from Carbondale, we are in position to receive a \$50k annual commitment from the SBDC for the next 5 years for a total of \$250k. COVENTURE wouldn't qualify for the grant if GlenX hadn't established proof of concept in 2018. In addition, local entrepreneur (Tyler Moebius) who is our Board Chairman has stepped up to provide the necessary space and lenient terms to help build the COVENTURE enterprise. Finally, a robust collection of programs, events and activities have been vetted and are ready to scale under leadership that is experienced, passionate and committed to the long vision.

Marketing

The mission of COVENTURE is to strategically grow a community of members committed to improving small businesses and developing new businesses that scale effectively within the long-term economic vision of the community. Our market strategy will focus on holistic marketing which includes a combination of community outreach, local events and tours. We will promote members, implement community software, build on-line member community, use google ad-word display network, stay connected to past members, highlight local amenities, design for collaboration, grow social media, push PR. We will package membership benefits with community partnerships (See Appendix H).

Market Analysis

The Market for co-working is massive in urban areas (See Appendix C). There are national brands such as Galvanize that have dozens of locations in the western United States with revenue at \$2m+/yr per space. WeWorks has similar per space revenue but is the largest co-working business in the world at just over \$3b in annual revenue. Rural co-working spaces such as Proximity in Montrose or Elevate in Summit County shows modest revenue between \$30k-\$60k annually. Most spaces supplement with programming and pursue grants/donations to support a budget. COVENTURE will use all these strategies along with a membership subscription to drive revenue to over \$400k annually by Year 5.

Market Segmentation

Differentiation will be achieved through our strategic partnerships, in-house expertise, operational efficiency and access to capital. The COVENTURE model will replicate best practices from flagship Co-working spaces around the world to provide proven software for scheduling, security and management. We will offer similar space options as other Co-working spaces but will provide in-house access to mentoring. In addition, we will use our partnership with CMC, DU, RFL and SBDC to create destination learning for business professionals. We intend to build a vast network of industry experts that will use our space as a satellite office to serve a broader Western Slope market.

Competition

There is currently no competition in the regional co-working/business incubation local market. Aspen has tried multiple times and failed due mostly to high cost of real estate. Glenwood has recently opened a modest space but will be converting it back to traditional rental in the new year. Basalt is ideating and exploring resources around co-working. Rifle will be establishing a space in the new year, but lack programming and expertise to manage space. Our partner communities look to us to provide a model for co-working and business incubation, so potential competition ironically presents an opportunity to grow our revenue model by scaling our programs to partner locations.

Pricing

Pricing varies widely in the industry for comparable programming. COVENTURE programming prices are below average compared to urban areas, but average for a rural market. We will offer a significant number of scholarships that will reduce the overall revenue but will help build and support the larger economic vision of the community. Our prices for co-working reflect an industry average for the Western Slope. We intend to boost those revenues through add-on membership features that are unique to our Space.

Implementation (100-day Plan to open by 2/1/2019)

1. Corporate structure, bank accounts and insurance are already established. Continue to work with legal and accounting team to develop necessary documents for new year.
2. Our website and social media have already been established. Continue to revise/update content.
3. An Operating Board has been established. Continue to recruit strategic Board members.
4. Space design and permits are already established. Work with builder to renovate and furnish space.
5. Identify technology and furniture partners to help customize space, programs, tools.
6. Finalize Operating and Marketing Plan and onboard staff to implement it.
7. Begin moving members to upper floors during December. Move all members following renovation.
8. Continue to work with town, county and strategic partners to align activities to common economic vision.
9. Continue to work with CMC, DU, RFL and SBDC to develop curriculum for COVENTURE
10. Finalize master calendar for 2019 and distribute accordingly.

Measuring Success

Always, we monitor and measure the results of our economic resiliency programs and will share that data with our strategic partners to shine a light on Carbondale, the Roaring Fork Valley and Garfield County. We intend to become a flagship enterprise for rural economic development and will work with our partners to craft PR that could help propel our community as a leader in how to build a successful rural Community.

1. Track the number of attendees in our events and programs. Survey success metrics.
2. Continue to integrate feedback loops among staff, partners and investor community.
3. Track local, county, state and national data around economic resilience as defined by OEDIT.
4. Share and compare data with partner organizations. Define best practices.
5. Implement data-driven decision making around best practices.
6. Track industry data for those businesses incubating in our Space. Cross-platform w/other industries.
7. Track local and regional impact of businesses that scale: Jobs, Revenue, Net, Growth, Secondary Impact.
8. Track impact on Carbondale economy and Town budget as well as other communities as we scale.

Appendix A: Corporate Structure

1. 501c3 State Good Standing Summary for Social Bridge
2. IRS EIN Letter for Social Bridge
3. COVENTURE Trade Name for Social Bridge Summary
4. COVENTURE Conflict of Interest Policy

Appendix A 1



For this Record...
Filing history and documents
Get a certificate of good standing
File a form
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Unsubscribe from email notification

Business Home
Business Information
Business Search

FAQs, Glossary and Information

Summary


Details			
Name	Social Bridge		
Status	Good Standing	Formation date	03/31/2017
ID number	20171258711	Form	Nonprofit Corporation
Periodic report month	March	Jurisdiction	Colorado
Principal office street address	1912 Midland Avenue, Glenwood Springs, CO 81601-3682, United States		
Principal office mailing address	n/a		

Registered Agent	
Name	Michael William Lowe
Street address	1912 Midland Avenue, Glenwood Springs, CO 81601-3682, United States
Mailing address	n/a

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Appendix A 2

 IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 03-31-2017

Employer Identification Number:
82-1024452

Form: SS-4

Number of this notice: CP 575 A

SOCIAL BRIDGE
% MICHAEL WILLIAM LOWE
1912 MIDLAND AVE
GLENWOOD SPGS, CO 81601

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-1024452. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

04/15/2018

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

Appendix A 2

(IRS USE ONLY)

575A

03-31-2017 SOCI B 9999999999 SS-4

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is SOCI. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Appendix A 3

UNANIMOUS CONSENT OF THE BOARD OF SOCIAL BRIDGE D/B/A COVENTURE

November 2, 2018

The undersigned, constituting all of the Directors of Social Bridge d/b/a CoVenture, a Colorado non-profit corporation ("CoVenture"), hereby waive any notice of meeting, and consent to and adopt the following resolution, which resolution shall be effective as of the date hereof:

Resolved, that Altai Chuluun and Nicole Christianson have resigned from the Board and their resignations have been accepted;

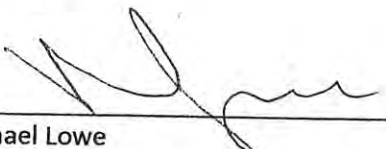
Resolved, that there is presently no Nominating Committee;

Resolved, that Michael Lowe has been elected as President; Tyler Moebius has been elected as Vice President; and Kelcey Nichols has been elected as Secretary;

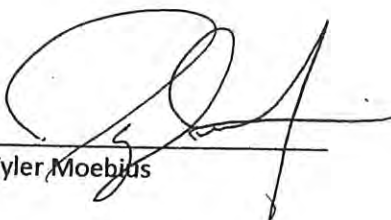
Resolved, that this Consent Resolution be inserted in CoVenture's minute book.

The undersigned have executed this Unanimous Consent of the Directors and it shall be effective as of November 2, 2018.

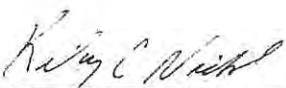
DIRECTORS:



Michael Lowe



Tyler Moebius



Kelcey Nichols



Colorado Secretary of State
 Date and Time: 11/04/2018 04:36 PM
 ID Number: 20181874132
 Document number: 20181874132
 Amount Paid: \$20.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Trade Name of a Reporting Entity

filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

ID Number	<u>20171258711</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>Social Bridge</u>
Form of entity	<u>Nonprofit Corporation</u>
Jurisdiction	<u>Colorado</u>

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

CoVenture

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

Business incubation, acceleration, collaboration and co-working space

4. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains additional information as provided by law.

5. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

6. The true name and mailing address of the individual causing this document to be delivered for filing are

Nichols Kelcey
(Last) (First) (Middle) (Suffix)
201 Main Street Ste 301
(Street number and name or Post Office Box information)
Carbondale, CO 81623
Carbondale CO 81623
(City) (State) (Postal/Zip Code)
United States
(Province – if applicable) (Country – if not US)

- (If the following statement applies, adopt the statement by marking the box and include an attachment.)*
- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

Appendix A 4

COVENTURE POLICY REGARDING BOARD R COMMITTEE MEMBER CONFLICTS OF INTEREST

Adopted November 2, 2018

The following resolution has been adopted by the Directors ("Board") of Social Bridge d/b/a CoVenture, a Colorado non-profit corporation ("CoVenture") pursuant to the Colorado statutes, at a meeting of the Board to establish a policy and procedure for handling conflicts of interest by Board and Committee members.

I. RECITALS

- A. The Board wishes to avoid self-dealing, actual or apparent, in its administration of CoVenture.
- B. The Board wishes to adopt requirements for members of the Board of Directors ("Board Members") and Committee Members ("Committee Members") in order to assure sound management of CoVenture.

NOW, THEREFORE, BE IT RESOLVED that the following shall apply:

II. Requirements Upon All Board Members and Committee Members.


1. All Board Members and Committee Members shall exercise their power and duties in good faith and in the interest of, and with utmost loyalty to CoVenture. All Board Members and Committee Members shall comply with all lawful provisions of CoVenture's Governing Documents.
2. Any duality of interest or possible conflict of interest on the part of any Board Members or and Committee Members shall be disclosed to the other Board Members or Committee Members as soon as conflict of interest is or should be discovered. Such disclosure shall be made a matter of record in the minutes of the Board or Committee meeting at which the disclosure of the conflict or possible conflict of interest is made.
3. The interested Board Member or Committee Member shall leave the meeting during any time when discussion of any topic related to the conflict or possible conflict of interest is conducted. The minutes of the meeting shall reflect that the interested Board Member or Committee Member did not participate in the discussion and left the meeting during the discussion.
4. Any Board Member or Committee Member having a duality of interest or possible conflict of interest on any matter shall not vote or use his or her personal influence on the matter. The minutes of the meeting shall reflect the abstention from voting and the reason for the abstention.
5. The foregoing requirements shall not be construed as preventing the interested Board Member or Committee Member from briefly stating his or her position in the matter nor

from answering pertinent questions of other Board Members or Committee Members since his or her knowledge may be of great assistance.

6. Any breach or suspected breach of this resolution by a Board Member or Committee Member shall be brought to the attention of the Board or Committee Members for appropriate action.
7. This Policy shall be effective commencing November 2, 2018.

SECRETARY'S CERTIFICATION:

The undersigned, being the Secretary of Social Bridge d/b/a CoVenture, a Colorado non-profit corporation, certifies that the foregoing policy was adopted by the Board at a duly called and held meeting of the Board effective as of November 2, 2018, and in witness thereof, the undersigned has subscribed her name.

By: 
Kelcey C. Nichols, Secretary

Appendix B: Financials

1. Cash Flow Statement 2017
 - a. Incoming Revenue
 - b. Outgoing Expenses
2. Cash Flow Statement 2018
 - a. Incoming Revenue
 - b. Outgoing Expenses
3. Cash Flow Budget 2019
4. 5 Year Projections
 - a. P&L Projections Year 1 (2019)
 - b. P&L Projections Year 2 (2020)
 - c. P&L Projections Year 3 (2021)
 - d. P&L Projections Year 4 (2022)
 - e. P&L Projections Year 5 (2023)
5. Review Letter from Nicole Christianson (Colorado Lending Source)

Appendix B 1

2017 Cash Flow Statement

2017 Incoming Revenue

1. LOANS				
a. From Lowe	\$3000	2/17/17	(pre-account expense)	
b. From Lowe	\$5100	4/24/17		
c. From Lowe	\$5000	8/08/17		
d. From Lowe	\$10,000	10/16/17		
e. From Lowe	\$1633	11/13/17		
Sub-TOTAL	\$24,733			
2. GENERAL FUND DONATIONS				
a. Carbondale Rotary	\$5000	11/29/17		
Sub-TOTAL	\$5000			
3. PARTNER PROGRAM DONATIONS+				
a. YMHS	\$7160	9/26/17	(Expenses -- \$6023)	
b. EXPO	\$6840	MISC dep	(Expenses -- \$8225)	
c. HAVOC	\$100	MISC dep	(Expenses -- \$2529)	
Sub-TOTAL	\$14,100			
4. INTERNAL PROGRAM REVENUE				
a. Co working	NA			
b. Educational Programs	NA			
Sub-TOTAL	NA			
TOTAL	43,833			

+Partner Programs for GlenX. No longer on COVENTURE for 2019

2017 Outgoing Expenses

1. RENT		
a. Rent (3 rd street)	\$6504	
Sub-Total	\$6504	
2. SPACE		
a. Internet (Cedar)	\$490	
b. Alcohol/Food	\$1738	
c. Computers (ODEpot)	\$2919	
d. Furnishing (AFW)	\$2558	
e. Furnishing (Stools)	\$704	
f. Supplies (Multiple)	\$777	
g. Banking (USBank)	\$111	
Sub-Total	\$9297	
3. PAYROLL		
a. Graphic Design (Isaac)	\$1000	
b. Electrical (L2K2)	\$1800	
c. Video (Align Media)	\$1000	
d. Consulting (Evan)	\$3400	
e. Design (Rita)	\$4000	
f. Design (Bruce)	\$3000	
g. Graphics (Anna?)	\$500	
Sub-Total	\$14,700	
4. MARKETING		
a. All Social Media	\$1610	
b. Chamber	\$180	
Sub-Total	\$1790	
5. OUTREACH		
a. Gas	\$238	
b. Hotel	\$307	
Sub-Total	\$545	
6. PARTNER PROGRAMS+		
a. EXPO	\$8225	
b. YMHS	\$6023	
c. HAVOC	\$2529	
Sub-Total	\$16,777	
7. INTERNAL PROGRAMS		
a. Co-working	\$199	
b. Educational Events	NA	
Sub-Total	\$199	
TOTAL	\$49812	
SHORTFALL	\$5979	

+Partner Programs for GlenX. No longer on COVENTURE for 2019

Appendix B 2

2018 Cash Flow Statement

2018 Incoming Revenue

1. LOANS

a. From Lowe	\$2839	1/18
b. From Lowe	\$1126	1/18
c. From Lowe	\$116	1/18
d. From Lowe	\$5000	9/11/18
e. From Lowe	\$16,185	12/1/18
Sub-TOTAL	\$24,266	

2. DONATIONS

a. Carbondale City	\$2645	1/10/18
b. Jim Calaway	\$2500	4/19/18
c. Multiple Small Don	\$2050	5/22/18
d. Start-Up CO	\$2417	5/14/18
e. Jimmy Johns	\$3500	5/8/18
f. EIPomar	\$2500	7/3/18
g. Grant	\$4000	9/18/18
Sub-TOTAL	\$19612	

3. PROGRAMS†

a. EXPO Fall	\$25,000	10/30/18
b. EXPO Spring		
	a. \$9758	3/18
	b. \$11,550	4/16/18
	c. \$2700	6/5/18
	d. \$1430	6/8/18
	e. \$1000	6/19/18
	f. \$2500	9/7/18
	g. \$3500	10/18
c. HAVOC	\$4162	6/13/18
Sub-TOTAL	\$51600	

4. CO-WORKING

a. 1 st Q (Jan - \$227, Feb - 0, Mar - \$758)		
b. 2 nd Q (Apr - \$303, May - \$634, June - \$331)		
c. 3 rd Q (July - \$858, Aug - \$1267, Sept - \$1183)		
d. 4 th Q (Oct - \$1323, Nov-\$1513, Dec)		
Sub-TOTAL	\$8397	
TOTAL	\$121,767	

+Partner Programs for GlenX. No longer on COVENTURE books for 2019

2018 Outgoing Expenses

1. Programs	
a. EXPO/Havoc	\$25,000
Sub-Total	\$25,000
2. Food & Alcohol	
a. 1 st Q (Jan - \$200, Feb - \$244, Mar - \$256)	
b. 2 nd Q (Apr - \$348, May - \$948, June - \$348)	
c. 3 rd Q (July - \$358, Aug - 0, Sept - 0)	
d. 4 th Q (Oct - \$75, Nov, Dec)	
Sub-Total	\$2777
3. Supplies/Reimbursements	
a. 1 st Q (Jan - \$121/ \$3885,\$97 , Feb - 0, Mar - 0/ \$500)	
b. 2 nd Q (Apr - \$7658, May - \$2594, June - \$1250)	
c. 3 rd Q (July - \$597, Aug - 0, Sept - \$678)	
d. 4 th Q (Oct - \$165/\$795, Nov, Dec)	
Sub-Total	\$18,340
4. Travel (Gas/Hotels/Plane)	
a. 1 st Q (Jan - \$220, Feb - \$416, Mar - \$702)	
b. 2 nd Q (Apr - \$614 , May - 0, June - \$160)	
c. 3 rd Q (July - \$898, Aug - 0, Sept - 0)	
d. 4 th Q (Oct - \$113, Nov, Dec)	
Sub-Total	\$3123
5. Rent/Internet	
a. 1 st Q (Jan, Feb, Mar - \$1084x3/\$80x3) = \$3252/ \$240	
b. 2 nd Q (Apr, May, June - \$1084x3/\$80x3) = \$3252/\$240	
c. 3 rd Q (July, Aug, Sept - \$1084x3/\$80x3) = \$3252/\$240	
d. 4 th Q (Oct, Nov, Dec - \$1084x3/\$80x3) = \$3252/\$240	
Sub-Total	\$13,008/\$920
6. Marketing (SM/Web/Events)	
a. 1 st Q (Jan - \$458, Feb - \$113, Mar - \$427)	
b. 2 nd Q (Apr - \$2813, May - \$781, June - \$228)	
c. 3 rd Q (July - \$80, Aug - \$370, Sept - \$150)	
d. 4 th Q (Oct - \$615, Nov, Dec)	
Sub-Total	\$6035
7. Payroll	
a. 1 st Q (Jan - 0, Feb - 0, Mar - 0)	
b. 2 nd Q (Apr - \$10,000Prize, May - \$7000Jayne, June - \$1000Evan) = \$18,000	
c. 3 rd Q (July - \$2000Evan, Aug - \$3000Evan, Sept - \$5000Evan) = \$10,000	
d. 4 th Q (Oct - 0, Nov, Dec)	
Sub-Total	\$28,000
8. Insurance/Legal/Actg	
a. 1 st Q (Jan - 0, Feb - 0, Mar - 0)	
b. 2 nd Q (Apr - 0, May - \$380/\$2860, June - \$200/\$206/\$230)	
c. 3 rd Q (July - 0, Aug - 0, Sept - 0)	
d. 4 th Q (Oct - 0, Nov, Dec)	
Sub-Total	\$3876
TOTAL	\$101,079 + \$16,185 (Remaining) = \$117,264

Appendix B 3

2019 Cash Flow Budget

2019 Incoming Revenue

Growth Assumptions

1. Co-Working			
a. Drop-in/Member(\$20/day/mo) 50ppl	\$12,000		industry avg
b. Co-Working Flex (\$250/mo) 10ppl	\$23,880	13,880	10+year, industry avg
c. Dedicated Desk (\$350/mo) 9ppl	\$35,000	37,000	max, no change
d. Offices (\$500/mo) 4 Desks	\$24,000		
2. Programs			
a. 6 Ideation Programs (\$50) 20ppl	\$6000		Add 3 per year to 12
b. 3 Incubation Programs (\$250) 20ppl	\$15000		Add 1 per year to 5
c. 1 Accelerator Program (\$1000) 6 ppl(2comps)	\$4000		Add 2ppl/yr + Yr 3=2AP
3. Donations/Small Grants			
a. Perin Industries, LLC	\$10,000		Renewable
b. Aspen Sotheby's	\$5000		"
c. Carbondale Rotary	\$5000		"
d. Colorado Lending Source	\$5000		"
e. Start-Up Colorado	\$5000		"
f. Alpine Bank	\$5000		"
g. Garfield County	\$5000		"
h. School Blocks, LLC	\$5000		"
i. Aspen Entrepreneurs	\$5000		"
4. Large Grants			
a. Garfield County	\$25,000		Renewable
b. City Carbondale	\$25,000		Renewable up to 3yrs
c. SBDC Business Incubator Grant	\$50,000		5-year program (\$250k)
5. Consulting 10% Revenue Share			
a. Anticipated Consulting Work (\$50,000)	\$4000		Grow by \$50k(5k)/yr
(Perrin - \$10k, P4P - \$10k, Product Launch - \$10k, IMounts - \$10k)			
TOTAL	\$282,000		

2019 Outgoing Expenses

<u>2018</u>		<u>2019</u>	<u>Growth Assumptions</u>
1. Food & Alcohol	\$2777	\$5000	10-15% growth
2. Supplies/Reimbursements	\$18,340	\$20,000	
3. Travel (Gas/Hotels/Plane)	\$3123	\$5000	
4. Marketing	\$6035	\$6000	
5. Insurance/Legal/Actg	\$3876	\$4000	
6. Other Programs	\$25,000	\$35,000	
(Remaining Expenses)	\$19,000		
<u>TOTAL</u>	<u>\$75,374</u>	<u>\$75,000</u>	
7. Rent	\$13,008	\$60,000	
8. Internet	\$960	\$12,000	
9. Payroll	\$28000	\$80,000	
10. Loan Payoff (\$50k)	NA	\$17,400	\$50k at 2.9% for 3yrs
<u>Sub-Total</u>	<u>\$41,968</u>	<u>\$141,000</u>	
Total Income		\$282,800	
Total Expenses		\$244,400	
<u>Net</u>	<u>\$0 Balance</u>	<u>+\$34,400</u>	

Appendix B 4

Profit and Loss Projections

Company Name:

Social Bridge dba CoVenture

MONTH	Total Year 1												
	1	2	3	4	5	6	7	8	9	10	11	12	
Revenue													
Drop in rate/Mem (\$20/day/mo)	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000
Coworking Flex (\$250/mo)	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$30,000
Dedicated Desk (\$350/mo)	\$3,150	\$3,150	\$3,150	\$3,150	\$3,150	\$3,150	\$3,150	\$3,150	\$3,150	\$3,150	\$3,150	\$3,150	\$37,800
Office (\$500/mo)	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
Program Revenue	\$2,084	\$2,084	\$2,084	\$2,084	\$2,084	\$2,084	\$2,084	\$2,084	\$2,084	\$2,084	\$2,084	\$2,084	\$25,008
Donation/Grants	\$50,000												\$50,000
Subsidies (City/County)	\$50,000												\$50,000
SBDC Grant	\$50,000												\$50,000
Consulting Revenue Share	\$4,000												\$4,000
Total Sales/Gross Profit	\$164,734	\$10,734	\$10,734	\$10,734	\$10,734	\$10,734	\$10,734	\$10,734	\$10,734	\$10,734	\$10,734	\$10,734	\$282,808
Expenses													
Rent	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$60,000
Director Salary	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$40,001
Staff Payroll	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$3,333	\$39,996
Program Expenses	\$6,000	\$6,000	\$7,000	\$6,000	\$6,000	\$6,000	\$7,000	\$6,000	\$6,000	\$7,000	\$6,000	\$6,000	\$75,000
Internet + Utilities	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000
Total expenses	\$18,666	\$18,666	\$19,666	\$18,666	\$18,666	\$18,666	\$19,666	\$18,666	\$18,666	\$19,666	\$18,666	\$18,671	\$226,997
Totals													
Total income	\$164,734	\$10,734	\$10,734	\$10,734	\$10,734	\$10,734	\$10,734	\$10,734	\$10,734	\$10,734	\$10,734	\$10,734	\$282,808
Total expenses	\$18,666	\$18,666	\$19,666	\$18,666	\$18,666	\$18,666	\$19,666	\$18,666	\$18,666	\$19,666	\$18,666	\$18,671	\$226,997
Loan Payoff	\$1,450	\$1,450	\$1,450	\$1,450	\$1,450	\$1,450	\$1,450	\$1,450	\$1,450	\$1,450	\$1,450	\$1,450	\$17,400
Net Profit	\$144,618	-\$9,382	-\$10,382	-\$9,382	-\$9,382	-\$9,382	-\$10,382	-\$9,382	-\$9,382	-\$10,382	-\$9,382	-\$9,387	\$38,411
Cash on hand	\$144,618	\$135,236	\$124,854	\$115,472	\$106,090	\$96,708	\$86,326	\$76,944	\$67,562	\$57,180	\$47,798	\$38,411	\$38,411

Profit and Loss Projections

Company Name:

Social Bridge dba CoVenture

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	Total Year 2
Revenue													
Drop in/Mem rate (\$20/day/mo)	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
Coworking Flex (\$250/mo)	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$60,000
Dedicated Desk (\$350/mo)	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$42,000
Offices (\$500/mo)	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
Program Revenue	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$35,004
Donations/Grants	\$60,000												\$60,000
Subsidies (City/County)	\$50,000												\$50,000
SBDC Grant	\$50,000												\$50,000
Consulting Revenue Share	\$10,000												\$10,000
Total Sales/Gross Profit	\$185,417	\$15,417	\$15,417	\$15,417	\$15,417	\$15,417	\$15,417	\$15,417	\$15,417	\$15,417	\$15,417	\$15,417	\$355,004
Expenses													
Rent	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$90,000
Director Salary	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$60,000
Staff Payroll	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$36,000
Program Expenses	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$84,000
Internet + Utilities	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000
Total expenses	\$23,500	\$23,500	\$23,500	\$23,500	\$23,500	\$23,500	\$23,500	\$23,500	\$23,500	\$23,500	\$23,500	\$23,500	\$282,000
Totals													
Total income	\$185,417	\$15,417	\$15,417	\$15,417	\$15,417	\$15,417	\$15,417	\$15,417	\$15,417	\$15,417	\$15,417	\$15,417	\$355,004
Total expenses	\$23,500	\$23,500	\$23,500	\$23,500	\$23,500	\$23,500	\$23,500	\$23,500	\$23,500	\$23,500	\$23,500	\$23,500	\$282,000
Loan Payoff	\$1,450	\$1,450	\$1,450	\$1,450	\$1,450	\$1,450	\$1,450	\$1,450	\$1,450	\$1,450	\$1,450	\$1,450	\$17,400
Net Profit	\$160,467	-\$9,533	-\$9,533	-\$9,533	-\$9,533	-\$9,533	-\$9,533	-\$9,533	-\$9,533	-\$9,533	-\$9,533	-\$9,533	\$55,604
Cash on hand	\$160,467	\$150,934	\$141,401	\$131,868	\$122,335	\$112,802	\$103,269	\$93,736	\$84,203	\$74,670	\$65,137	\$55,604	\$55,604

Profit and Loss Projections

Company Name: Social Bridge dba CoVenture

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	Total Year 3
Revenue													
Drop in/Mem rate (\$20/day/mo)	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
Coworking Flex (\$250/mo)	\$11,250	\$11,250	\$11,250	\$11,250	\$11,250	\$11,250	\$11,250	\$11,250	\$11,250	\$11,250	\$11,250	\$11,250	\$135,000
Dedicated Desk (\$350/mo)	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$42,000
Office (\$500/mo)	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
Program Revenue	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$45,000
Donations/Grants	\$70,000												\$70,000
Subsidies (City/County)	\$50,000												\$50,000
SBDC Grant	\$50,000												\$50,000
Consulting Revenue Share	\$15,000												\$15,000
Total Sales/Gross Profit	\$207,501	\$22,502	\$22,503	\$22,504	\$22,505	\$22,506	\$22,507	\$22,508	\$22,509	\$22,510	\$22,511	\$22,512	\$390,000
Expenses													
Rent	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$123,000
Director Salary	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$75,000
Staff Payroll	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$48,000
Program Expenses	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$96,000
Internet + Utilities	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000
Total expenses	\$29,250	\$29,250	\$29,250	\$29,250	\$29,250	\$29,250	\$29,250	\$29,250	\$29,250	\$29,250	\$29,250	\$29,250	\$354,000
Totals													
Total income	\$207,501	\$22,502	\$22,503	\$22,504	\$22,505	\$22,506	\$22,507	\$22,508	\$22,509	\$22,510	\$22,511	\$22,512	\$455,078
Total expenses	\$29,250	\$29,250	\$29,250	\$29,250	\$29,250	\$29,250	\$29,250	\$29,250	\$29,250	\$29,250	\$29,250	\$29,250	\$354,000
Loan Payment	\$1,450	\$1,450	\$1,450	\$1,450	\$1,450	\$1,450	\$1,450	\$1,450	\$1,450	\$1,450	\$1,450	\$1,450	\$17,400
Net Profit	\$176,801	-\$8,198	-\$8,197	-\$8,196	-\$8,195	-\$8,194	-\$8,193	-\$8,192	-\$8,191	-\$8,190	-\$8,189	-\$11,188	\$83,678
Cash on hand	\$176,801	\$168,603	\$160,406	\$152,210	\$144,015	\$135,821	\$127,628	\$119,436	\$111,245	\$103,055	\$94,866	\$83,678	\$83,678

Profit and Loss Projections

Company Name: Social Bridge dba CoVenture

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	Total Year 4
Revenue													
Drop in/Mem rate (\$20/daymo)	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
Coworking Flex (\$250/mo)	\$8,955	\$8,955	\$8,955	\$8,955	\$8,955	\$8,955	\$9,950	\$9,950	\$9,950	\$9,950	\$9,950	\$9,950	\$113,430
Dedicated Desk (\$350/mo)	\$3,588	\$3,588	\$3,588	\$3,588	\$3,588	\$3,588	\$3,588	\$3,588	\$3,588	\$3,588	\$3,588	\$3,588	\$43,056
Office (\$500/mo)	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
Program Revenue	\$4,585	\$4,585	\$4,585	\$4,585	\$4,585	\$4,585	\$4,585	\$4,585	\$4,585	\$4,585	\$4,585	\$4,585	\$55,020
Grants/Donations	\$80,000												\$80,000
Subsidies (City/County)	\$25,000												\$25,000
SBDC Grant	\$50,000												
Consulting Revenue Share	\$20,000												
Total Sales/Gross Profit	\$196,128	\$21,128	\$21,128	\$21,128	\$21,128	\$21,128	\$22,123	\$22,123	\$22,123	\$22,123	\$22,123	\$22,123	\$364,506
Expenses													
Rent	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$150,000
Director Salary	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$75,000
Staff Payroll	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$60,000
Program Expenses	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$108,000
Internet + Utilities	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000
Total expenses	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750	\$405,000
Totals													
Total income	\$196,128	\$21,128	\$21,128	\$21,128	\$21,128	\$21,128	\$22,123	\$22,123	\$22,123	\$22,123	\$22,123	\$22,123	\$434,506
Total expenses	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750	\$33,750	\$405,000
Net Profit	\$162,378	-\$12,622	-\$12,622	-\$12,622	-\$12,622	-\$12,622	-\$11,627	-\$11,627	-\$11,627	-\$11,627	-\$11,627	-\$11,627	\$29,506
Cash on hand	\$162,378	\$149,756	\$137,134	\$124,512	\$111,890	\$99,268	\$87,641	\$76,014	\$64,387	\$52,760	\$41,133	\$29,506	\$29,506

Profit and Loss Projections

Company Name:

Social Bridge dba CoVenture

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	Total Year 5
Revenue													
Drop in/Mem rate (\$20/day/mo)	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
Coworking Flex (\$250/mo)	\$11,250	\$11,250	\$11,250	\$11,250	\$11,250	\$11,250	\$11,250	\$11,250	\$11,250	\$11,250	\$11,250	\$11,250	\$135,000
Dedicated Desk (\$350/mo)	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$84,000
Office (\$500/mo)	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
Program Revenue	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500	\$66,000
Grants/Donations	\$90,000												\$90,000
Subsidies (City/County)	\$25,000												\$25,000
SBDC Grant	\$50,000												\$50,000
Consulting Revenue Share	\$25,000												\$25,000
Total Sales/Gross Profit	\$217,750	\$27,750	\$27,750	\$27,750	\$27,750	\$27,750	\$27,750	\$27,750	\$27,750	\$27,750	\$27,750	\$27,750	\$523,000
Expenses													
Rent	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$180,000
Director Salary	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$75,000
Staff Payroll	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$72,000
Program Expenses	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$120,000
Internet + Utilities	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000
Total expenses	\$38,250	\$38,250	\$38,250	\$38,250	\$38,250	\$38,250	\$38,250	\$38,250	\$38,250	\$38,250	\$38,250	\$38,250	\$459,000
Totals													
Total income	\$217,750	\$27,750	\$27,750	\$27,750	\$27,750	\$27,750	\$27,750	\$27,750	\$27,750	\$27,750	\$27,750	\$27,750	\$523,000
Total expenses	\$38,250	\$38,250	\$38,250	\$38,250	\$38,250	\$38,250	\$38,250	\$38,250	\$38,250	\$38,250	\$38,250	\$38,250	\$459,000
Net Profit	\$179,500	-\$10,500	-\$10,500	-\$10,500	-\$10,500	-\$10,500	-\$10,500	-\$10,500	-\$10,500	-\$10,500	-\$10,500	-\$10,500	\$64,000
Cash on hand	\$179,500	\$169,000	\$158,500	\$148,000	\$137,500	\$127,000	\$116,500	\$106,000	\$95,500	\$85,000	\$74,500	\$64,000	\$64,000



Michael Lowe <michael@social-bridge.org>

CoVenture

1 message

Nicole Christianson <nicole@coloradolendingsource.org>
To: Michael Lowe <michael@social-bridge.org>

Tue, Dec 4, 2018 at 9:22 AM

To Whom It May Concern,

I have reviewed the financials and assumptions as well as the feasibility study for the CoVenture expansion to the larger location, that will include coworking, accelerator, incubator, mentors, dedicated desks and offices, the Rocky Mountain Innovation hub, as well as training and events.

The quality and detail of the assumptions behind the cash flow projections is based on demand in the market. The financial projects appear reasonable and attainable. The quality of the documentation provided is at the level we would expect when reviewing an application for a loan request.

Thank you very much!

NICOLE CHRISTIANSON
Senior Loan Officer
nicole@clsloans.org



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Appendix C: Economic Data

1. Summary of Rural Community Economic Challenges
2. Location Neutral Employee Data
3. Forbes Article on Proximity in Montrose
4. Community Needs Assessment
5. Highlights/SWOT Analysis from OEDIT Deck

Appendix

I. The Problem

Source: *Jamie Finney, Western Slope Regional Director for Startup Colorado*

- More than 50% of economic growth since the Great Recession has occurred in just 20 counties (out of 3,007). (5)
- 59% of US counties are in a state of economic decline, while 66% of industries have become more concentrated. (8)
- While large firm employment is at an all-time high, small firm employment is at an all-time low. (7)
- Since 1992, firms under 1 year old have provided an average of 2.9MM net jobs per year, while older firms have been net job destroyers (-.3MM to -.5MM jobs per year). However, startup rates are in a 30 year decline. (8)
- In 2015, Colorado's top 20% richest zip codes accounted for 99% of the state's net new job creation. (6)
- The rural Colorado median income is 24% lower than that of urban Colorado. (9)
- 23% of rural Colorado children live in poverty, compared to the state average of 16%. (9)
- New businesses in rural markets have higher success rates (72% vs 67%). (10)
- Banks have been vanishing in small towns in response to consolidation and regulations. (13)
- Millennials are leaving for cities faster than ever before. (12)

Sources:

1. https://www.bls.gov/bdm/entrepreneurship/bdm_chart1.htm
2. <https://www.federalreserve.gov/publications/files/sbfrreport2017.pdf>
3. http://www3.weforum.org/docs/WEF_AI_FUTURE.pdf
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5. <https://eig.org/wp-content/uploads/2016/05/recoverygrowthreport.pdf>
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13. <https://www.usatoday.com/story/money/business/2014/03/02/bank-branches-vanishing-in-small-towns/5931551/>
14. <https://www.usnews.com/news/best-states/rankings>
15. <https://www.inc.com/bill-murphy-ir/ranking-the-10-top-states-for-entrepreneurship-and-innovation.html>
16. <https://www.kauffman.org/kauffman-index/reporting/startup-activity>

Appendix C 1

Appendix C 2

Location Neutral Employee Data

A Method of Assessing the Economic Magnitude of Location Neutral Businesses (LNBs) & Location Neutral Employees (LNEs)

Historical Background -

In Steamboat Springs / Routt County as early as 2002 we started to notice increases in Labor Source Household Income in BEA data that was exceeding what we understood the identifiable industry sectors were capable of producing. To put it simply, the output was exceeding the inputs.

At the time I was managing the Business Incubator on the Steamboat Springs campus of Colorado Mountain College. Along with Noreen Moore, Director of Routt County Economic Development Cooperative, we started to "noodle" on what would be causing this. It was during a business lunch with one of the incubator tenants that we stumbled upon the likely cause.

It was Peter Parsons and dozens of folks like him. Peter at the time owned a company that specialized in micro chip designs specifically for navigation satellites. Peter chose to move to Steamboat Springs for quality of life and as long as he had access to reliable broadband he could work.

In asking around it seemed that almost everybody knew someone similar to Peter, i.e., they lived in Steamboat Springs but did not work here. For example, my neighbor across the street manages logistics for SAP across the nation. Next door to him is an individual who sells software upgrades of MRIs globally. The characteristic they share in common is that either as an owner or an employee of some distant company – they choose to live in Steamboat Springs for quality of life and the technology/transportation infrastructure allowed them to make this choice.

Some areas call these folks "Lone Eagles". From my perspective this term makes them sound as if they are hermits and they are anything but. They typically are highly involved in the community. We eventually landed on the term Location Neutral Businesses (LNBs) and Location Neutral Employees (LNEs). From an economic impact perspective these two groups are identical. They live in Steamboat Springs but do not earn their Labor Source Household Income from the economic activity taking place in the area.

A Method to Assess Magnitude –

I like data that originates with reliable secondary sources such as US Census, Bureau of Economic Analysis, Bureau of Labor Statistics, etc. (Free is also good!) The best data sets allow for comparative analysis on both a time-series basis as well as to other areas.

Although not all LNBs/LNEs work from home, many do. An indicator of growth of the LNBs/LNEs in the economy can reasonably be the percentage of individuals who indicate that they work from home. The challenge with this indicator is that there likely is a percentage of individuals who work from home that are not LNBs/LNEs. An example of these could be bookkeepers, home day care providers, construction contractors, etc.

Appendix C 2

To use the "work from home" indicator we needed to first establish a baseline. Using 1980, 1990 and 2000 census data we established that the "work-from-home" baseline in Routt County was about 4.5% of the workforce. Changes in excess of this 4.5% were assumed to be attributed to LNB and LNE activity.

Sampling of Work from Home Data:

Year	Nation	Colorado	Prowers	La Plata	Routt
1980	3.8%	4.0%	N/A	N/A	4.1%
1990	3.7%	4.2%	N/A	N/A	4.5%
2000	3.8%	5.3%	N/A	N/A	5.1%
2009	4.0%	6.1%	6.4%	8.0%	10.0%
2010	4.1%	6.3%	6.0%	8.6%	10.0%
2011	4.3%	6.4%	5.8%	8.3%	10.0%
2012	4.3%	6.5%	7.2%	8.5%	11.4%

2009 data forward based on American Community Survey Table: B08301 (5 year average)

Routt County Calculation

Bodies Calculation

- Step #1 Difference between 4.5% and 11.4% = 6.9%
- Step #2 Workers age 16 years+ in 2012 = 13,781
- Step #3 13,781 X 6.9% = 950 (Only work from home)
- Step #4 Assumption that 1/3 work at an office (950 x 1.33 = 1,266)

Bucks Calculation

- Step #1 Select Industry Sector / Professional, scientific, and technical services
- Step #2 Median Wage (2012) = \$46,591 (Table S2403)
- Step #3 Estimate Wages 1,266 x \$46,591 = about \$59 million
- Step #4 Contrasting to other Industry sectors in Routt County
 - I. Arts, entertainment, and recreation, and accommodation and food services = \$63 million.
 - II. Retail Trade = \$22 million
 - III. Mining, quarrying, and oil and gas extraction = \$22 million
 - IV. Educational services, and health care and social assistance = \$87 million

Data Availability Note:

Data from the 1980-2000 census at the county level is in Summary File 3. (Most often you need to purchase this data from the US Census Bureau / Colorado only file \$50 / Total nation \$70 per decennial census.)

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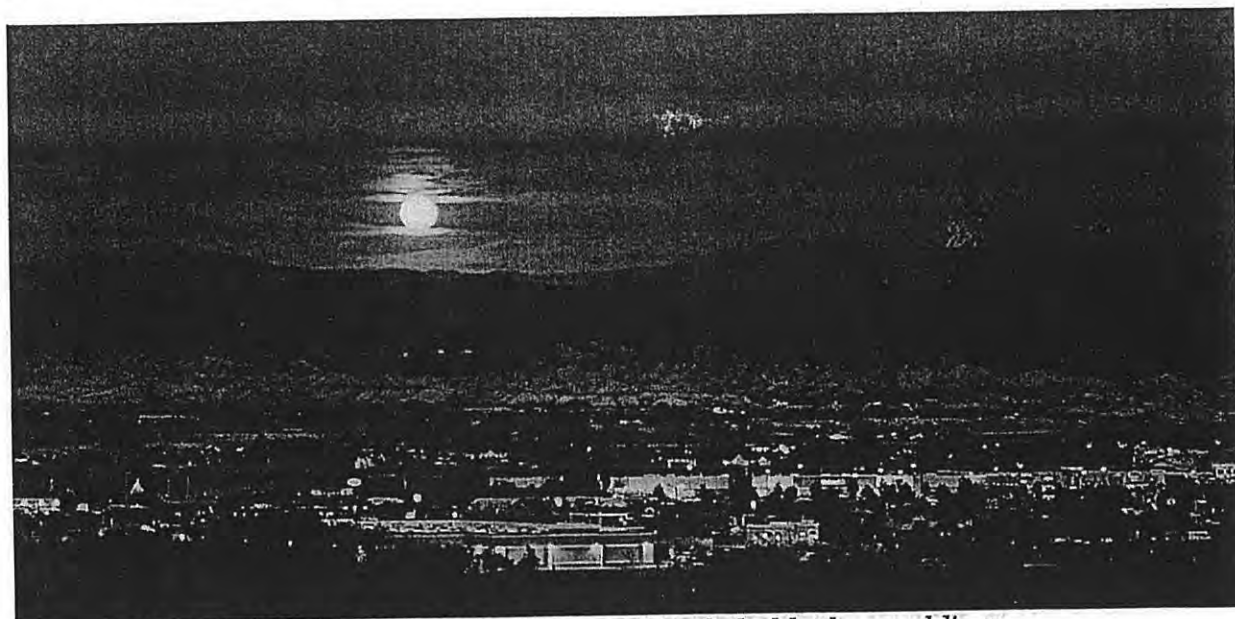
Appendix C 3

Where To Work? The 10 Best Coworking Spaces On Earth

Kavi Gupta , CONTRIBUTOR

I write about technology and how it impacts workforce transformation.

Opinions expressed by Forbes Contributors are their own.



The small but ambitious city of Montrose, Colorado holds the world's #1 coworking space. Image credit: Maplogs.

Shared working spaces have certainly blown up over the past few years. Any city vying to stand up a tech or innovation hub has to have coworking spaces for budding entrepreneurs, remote workers, and freelancers. Beyond forgoing conventional office spaces and lengthy lease contracts, coworking spaces offer like-minded individuals a sense of community; a place to learn from others; and valuable networking potential.

But where are the best coworking spaces in the world?

Leanne Beesley, founder of Coworker, was curious to find out. Coworker is a ratings and reviews platform that contains user generated feedback on over 2,000 coworking spaces across 700 cities throughout the globe. The company recently partnered with Nomad List to power the “where to work” feature for location independent workers who have the flexibility to work from anywhere in the world.

Over 3,000 participants submitted their opinions on what made a particular coworking space the best place to work. Founders from each venue were also asked to explain what their spaces contributed to local regions, and still had to be accomplished.

Appendix C 3

Based on those user reviews, here are the top 10 coworking spaces on earth right now:

1. Proximity Space in Montrose, Colorado, USA

It's surprising to see a city like Montrose, Colorado take the top spot on this list. You'd assume that if the #1 spot was going to be in the United States, the prize would go to a major tech hub like New York City, San Francisco, or Austin.

"Montrose is on the leading edge of what is possible when a community decides to face the future with intention and innovation," says Proximity Space co-founder Dennis Lankes. "With a gigabit connection and main street frontage, Proximity Space has quickly become an anchor in the evolving downtown ecosphere."

What's striking is the intentionality of Proximity Space and how the venue hopes to contribute to the broader development of Montrose. The city is a small player with big ambitions. With the right people and vision, Montrose could influence more than how people work.

"The problems faced today, specifically in a small market economy, will require solutions built by leaders both in the public and private sectors who are willing to reach for distant goals," says co-founder Josh Freed. "Affordable and intuitive housing options, focus on the education of our youth, as well as a diverse talent pool, are on the top of our regional initiatives. Connecting communities, leveraging regional strengths and deepening collaborations will be the way forward for our community."

For additional press, check out these links and videos:

~Video from Commons on Champa page: <https://www.youtube.com/watch?v=zERWBoRvdrq>

~Commons on Champa Impact Report: <http://www.downtowndenver.com/homepage/23457>

~Details on funding partnerships with Commons: https://www.ida-downtown.org/eweb/docs/2015_Awards/DowntownAchievementAwards_Commons_FINAL.pdf

~City of Montrose Downtown Awarded the Governor's Excellence Award for Proximity Space: <http://www.cityofmontrose.org/CivicSend/ViewMessage/message?id=8580>

~Proximity Space is one of the top 10 coworking spaces on Earth! wow!
<https://www.forbes.com/sites/kavigupta/2016/07/15/where-to-work-the-10-best-coworking-spaces-on-earth/#3b832dd35586>

~From Article re Proximity Space:

<http://www.gjsentinel.com/news/articles/readymade-space-for-startups>

The partners of Proximity Space say its success is attributable to a supportive community, which includes not just the members who use the space but also local government support that helped financially.

The city of Montrose chipped in one-third of the \$500,000 bill to renovate the empty storefronts for Proximity Space, according to City Manager Bill Bell, who called the success of the co-working destination a great example of public-private partnership that boosted the economy. Bell said more than 20 jobs have been created from the partnership so far.

"A growing number of location-neutral workers are coming to Montrose to enjoy a lifestyle which offers a world-class co-working space in a vibrant downtown setting, surrounded by an abundance of outdoor recreational opportunities," he said.

~From another article re Proximity Space:

http://www.telluridenews.com/the_watch/article_b4061188-5d62-11e5-ab54-cb8a739b6880.html

Appendix C 4

Community Survey

The following information was gathered from a Roaring Fork Valley Community Surveys. The request was sent to 312 contacts that were primarily comprised of members of Roaring Fork Young Professionals, Aspen Entrepreneurs, GlenX and all Rotary clubs in Carbondale and Glenwood Springs. We received 68 unique responses for a 23% response.

1. **Do you know what co-working is?**
 - a. Yes 84.62%
 - b. No 15.38%
2. **Are you interested in joining a co-working space?**
 - a. Yes 72.73%
 - b. No 4.55%
 - c. Don't Know 22.73%
3. **Would you pay for co-working?**
 - a. Yes 38.46%
 - b. No 15.38%
 - c. Don't Know 46.15%
4. **What would you like to see accompany the co-working space?**
 - a. Business Incubator 28.57%
 - b. Resource Center 42.86%
 - c. Maker Space 4.76%
 - d. Mentoring Programs 4.76%
 - e. Don't Know 19.05%
5. **Do you think co-working would bring value to Carbondale and the Roaring Fork Valley?**
 - a. Yes 84.62%
 - b. No 0%
 - c. Don't Know 15.38%

Appendix C 5

Highlights from Colorado Office of Economic Development (OEDIT) Presentation

"Economic Resiliency in the Roaring Fork" by Stephanie Copeland, Executive Director OEDIT

SWOT Analysis

1. Strengths
 - a. Populations are more stable across generations
 - b. Talent attraction
 - c. Garfield County has a health services cluster
 - d. Pitkin County highly educated population
 - e. Strong amenities and quality of life
2. Weaknesses
 - a. Lack of industry diversity
 - b. Lack of high wage jobs
 - c. Excessive low wage jobs in Garfield
 - d. Have not recovered jobs from the Great Recession
 - e. Pitkin County talent retention
 - f. Pitkin County loss of population
 - g. High cost of housing
3. Opportunities
 - a. Tourism market strong and growing
 - b. Remote workforce focused on quality of life
 - c. Businesses in urban areas looking for rural satellite offices
 - d. Growth in public/private support for co-working, business incubation in rural Colorado
4. Threats
 - a. Macroeconomic trends
 - b. External factors
 - c. Lack of high paying jobs
 - d. Housing availability to retain workforce

SUMMARY

1. Problem
 - a. Little or no population growth
 - b. High Industry concentration
 - c. Jobs and wages both lag behind state and pre-recession levels
 - d. Wage drag from amount of low and average paying jobs
 - e. Low unemployment rate not providing wage lift
2. Solution
 - a. Growing population built on opportunity
 - b. Industry diversification that hedges economic cycles
 - c. Wage dispersion to bolster local revenues
3. WHY IT MATTERS
 - a. Provides vital context for your data
 - b. Reveals actionable trends
 - c. Resilient communities are less vulnerable to economic/industry cycles and external forces
 - d. Resilient communities control their destiny

Appendix D: Pitch Deck

1. COVENTURE Motto & Mission
2. Economic Data on Rural Community Challenges
3. Company Values
4. Company Programming
5. Customer Experience
6. Pitch Event
7. 2018 Success
8. 2019 Financial Need
9. Co-Working/Incubation Regional Success
10. Our Strategic Partners
11. Business Model
12. Co-Working Model
13. Board Leadership
14. Management Team
15. ROI for Carbondale
16. Economic Impact

COVENTURE

WORK. BETTER. TOGETHER.

[a serious reboot of the non-profit formerly known as GlenX]

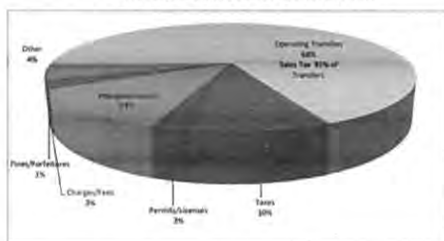


A COLORADO COLLABORATIVE BUILDING COMMUNITY AROUND CONSCIOUS CAPITALISM FOR THE 21ST CENTURY

COWORKING | INCUBATION | ACCELERATION | VENTURE CAPITAL

A PATH TO ECONOMIC RESILIENCE

Revenue Sources for General Fund



Source: <https://www.carbondalagov.org/PACKET%2010-9-18.pdf>

CURRENT CHALLENGES:

- Single Industry Reliance
- Non-Coordinated Infrastructure
- Lack of Opportunity
- Lack of Labor Supply

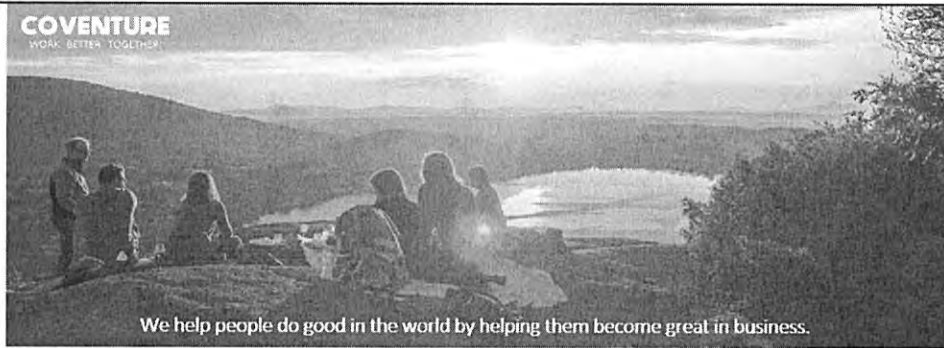
STATE-RECOMMENDED SOLUTIONS:

- ✓ Create a Development Plan with Buy-in & Input from the Community
- ✓ Develop a Culture of Commitment
- ✓ Diversify Community Industries
- ✓ Take Risks & Invest
- ✓ Enable New Business
- ✓ Allow Local Talent to Facilitate New Business Organically
- ✓ Champion Current Leaders
- ✓ Think and Act Regionally
- ✓ Identify Community Assets
- ✓ Develop Young Professional Leadership Programs

- Create a Collaborative Plan
- Develop a Culture of Commitment
- Invest in Education & Leadership
- Promote Opportunity for New Business



COLORADO
Office of Economic Development
& International Trade



we believe

business should put purpose before profit and serve the needs of all stakeholders.

we empower

people to do good in the world by helping them become great in business.

we deliver

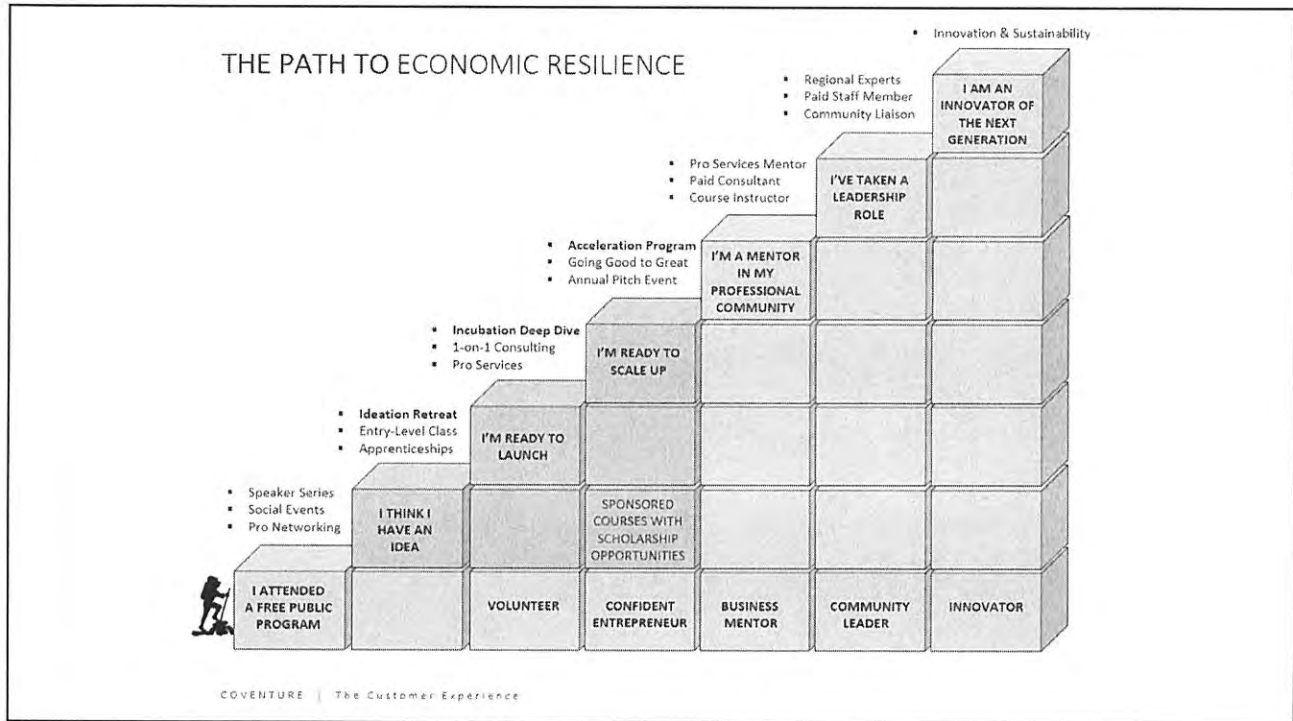
training and professional communities designed to promote success in business and in life.

we love

working together on big ideas that make the world a better place for everyone.

COVENTURE | Purpose/Mission/Vision





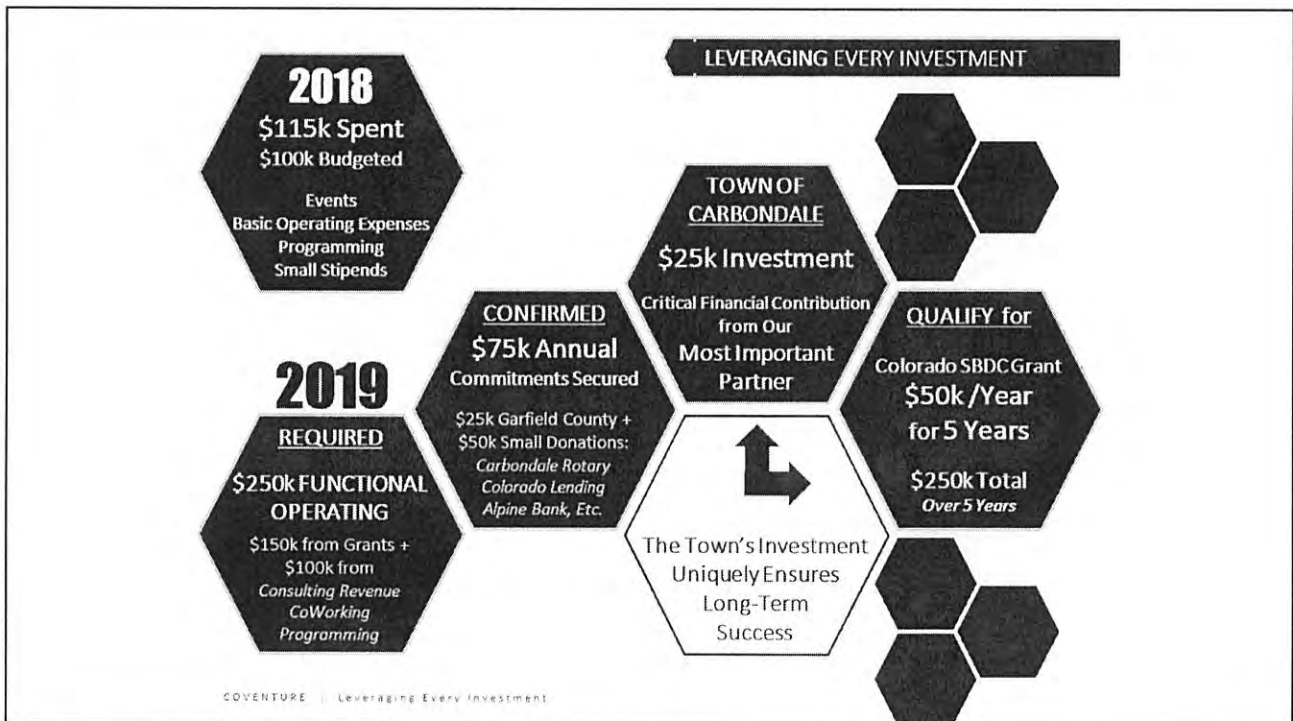
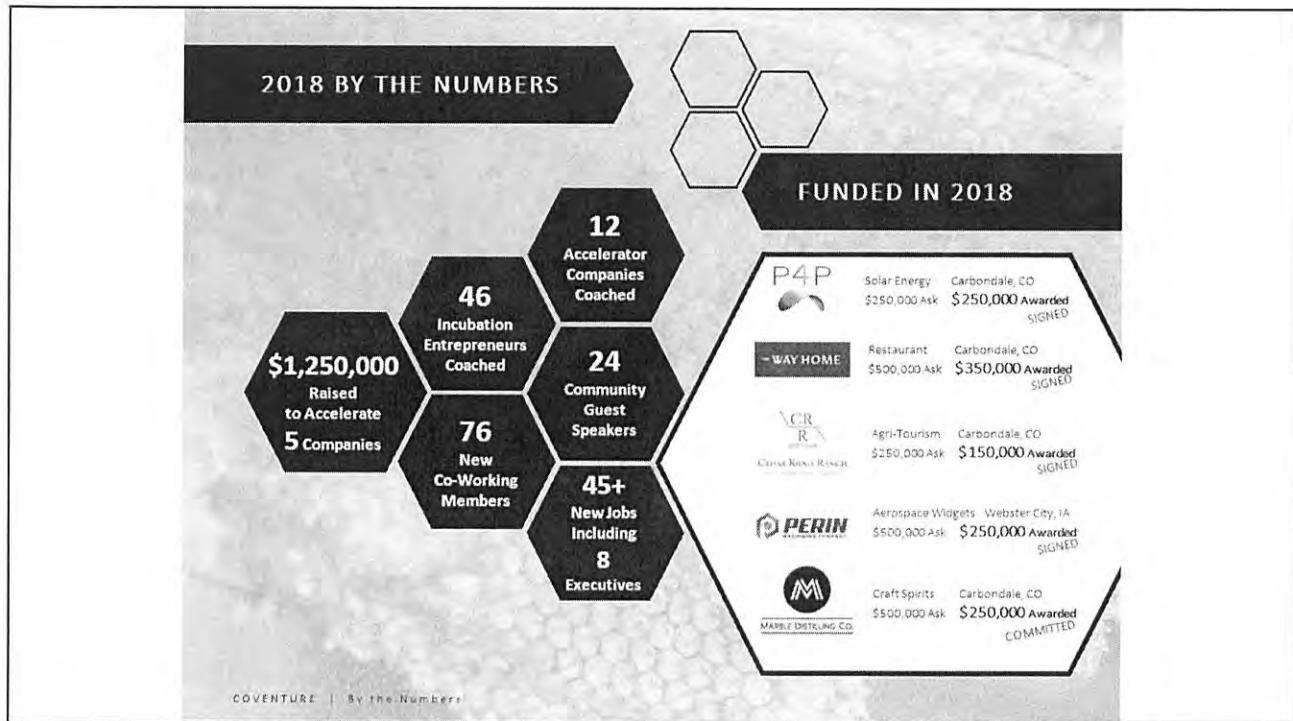
ANNUAL VC PITCH EVENT

One night only.
 Fewer than 10 entrepreneurs on the Main Stage.
 A couple hundred in the audience on the edge of their seats.
 Among them,
 representatives from Colorado's most respected angel & venture capital funds.

One question on everyone's mind...

Who makes the deal that could change the trajectory of business forever?

COVENTURE | Annual Pitch Event



SUCCESSFUL COLORADO PUBLIC PARTNERSHIPS



COVENTURE | Public Partnership

WE ARE A STATE-WIDE COLLABORATION OF PROACTIVE PUBLIC & PRIVATE PARTNERS COMMITTED TO RURAL ECONOMIC RESILIENCE IN WESTERN COLORADO & BEYOND





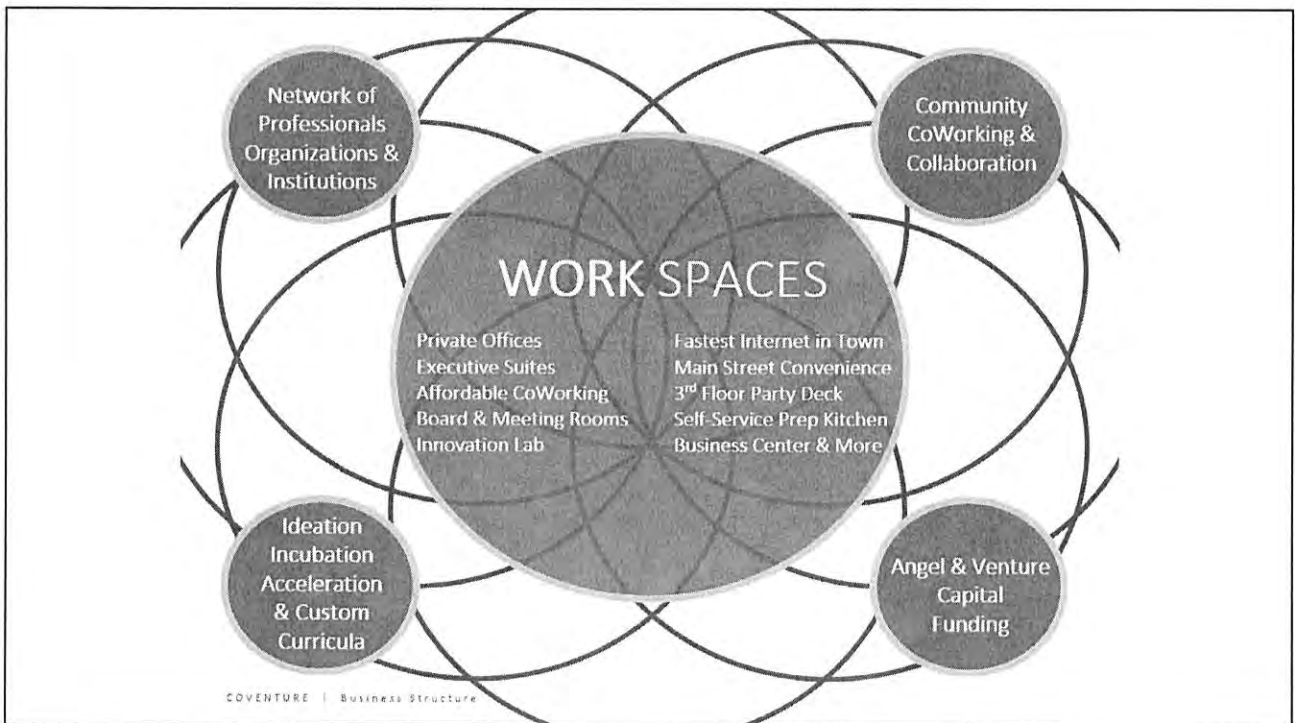
Private Equity Funds & Venture Capital Clubs of Colorado

Public Funding Corporate Sponsors & Private Donors



COVENTURE | Colorado Collaboration

STAKEHOLDERS	ENTREPRENEURS	EXECUTIVES	STUDENTS & APPRENTICESHIPS	COMMUNITY MEMBERS
COVENTURE LAB	IDEATION Monthly Weekend Retreat Focus: Viability & Planning			
	INCUBATION Quarterly 4-Week Deep Dive Focus: Launch Prep			
	ACCELERATION Annual 8-Week Immersion Focus: Scale Up			
COVENTURE PROSERV	DEEP DIVE NEEDS ASSESSMENT			
	FEASIBILITY ANALYSIS			
	SALES & MARKETING			
	FORECASTING			
	LEADERSHIP			
OUTSOURCED ACCREDITED INSTRUCTION		COLLABORATIVE CURRICULA		LOCAL BUSINESS EXPERTS
				PROSERV CONSULTANTS <ul style="list-style-type: none"> • MBA Experienced Experts • CPA's & Bookkeepers • Business Attorneys • Innovative Entrepreneurs • Corporate Executives • Conscious Leadership Trainers • Tech & Industry Pioneers
COVENTURE Products				



BOARD LEADERSHIP



TYLER MOEBIUS
Seasoned Entrepreneur & Executive
Ernst & Young Entrepreneur of the Year 2011
Adconian Media Group | Founder & CEO, Executive Board
FastG8, Inc. | CEO & Chairman
Crystal River Meats | Investor & Board Member
Colorado Mountain College | Board of Overseers
206.406.4864 Mobile
COVENTURE | Chairman of the Board



KELCEY NICHOLS
Business Attorney | Pro Bono Legal Services
Wood Nichols, LLC
Partner
Carbondale Chamber of Commerce
Board President
970.963.3800 Office
COVENTURE | Founding Member



DAVE MAYER
Startup Consultant
Technical Integrity
Founder & CEO
Aspen Entrepreneurs
Founder
720.935.6257 Mobile
COVENTURE | Founding Member



ALICE HACKNEY
Accounting Wizard
Backbone Media
Controller
City of Aspen
Former Controller
970.227.2520 Mobile
COVENTURE | Founding Member

COVENTURE | Board Leadership

TEAM LEADERSHIP



MICHAEL LOWE
Serial Entrepreneur | MBA
Glenwood Adventure Company | Owner & President
Social Bridge & GlenX | Founder & Executive Director
DU Daniels College of Business | Adjunct Professor
Colorado Mountain College | Adjunct Professor
970.319.5041 Mobile
COVENTURE | Executive Leadership



EVAN ZISLIS
Social Entrepreneur | 1% for the Planet Corporate Member & Conscious Capitalism Scholar
Intentional Solutions | Organizational Leadership & Operations Consultant
Founder & Principal
ClutterFree Revolution: Simplify Your Stuff, Organize Your Life & Save the World
Author | Amazon Top Rated #1 New Release | Amazon #1 Bestseller
970.366.2532 Mobile
COVENTURE | Operations




JONATHAN STOKELY
Tech & Business Strategist
Current SBDC Consultant
Chicago Mercantile Exchange
Chicago Board of Trade
KDNK Technology Committee
Bridging Bionics
COVENTURE | Programs



BRIAN WARD
IT Architect & Systems Engineer
TechStars Start-Up Recipient
Wellhire, Co-Founder & CTO
Altvia Solutions LLC, VP Engineering
IBM, IT Architect
Sopris Health & Wellness, CEO
COVENTURE | Systems

COVENTURE | Team Leadership



ANNUAL ROI

\$25k INVESTMENT for 3YRS

TOWN OF CARBONDALE

- ✓ Bring \$1MM - \$5MM to Carbondale in Potential Venture Capital Investments via Annual Flagship Pitch Event
- ✓ Substantively Grow Town Budget through Tourism, New Jobs, Sales Tax, New Property Taxes and Auto Sales
- ✓ Strategic Co-Sponsor of Select COVENTURE Events + Professional Services in Support of Town \$5,000

CARBONDALE CHAMBER OF COMMERCE

- ✓ Strategic Co-Sponsor of Select COVENTURE Events
- ✓ COVENTURE Incubation Program Participants Required to Join the Carbondale Chamber
- ✓ Reciprocal Incentives & Discounts for COVENTURE Members to Join the Carbondale Chamber
- ✓ Dedicated Scholarships for up to 10 Constituents of the Carbondale Chamber \$2,990
- ✓ COVENTURE Corporate Membership (Coworking Flex Desks) for 2 Chamber Employees \$500/mo

THIRD STREET CENTER

- ✓ Strategic Co-Sponsor of Select COVENTURE Events
- ✓ Ongoing Referrals of COVENTURE Constituents to Rent & Participate at Third Street Center
- ✓ Dedicated Scholarships for up to 10 Constituents of the Third Street Center \$2,990
- ✓ COVENTURE Maintains a Strategic Presence with an Office at the Third Street Center \$2,400

CREATIVE ARTS DISTRICT

- ✓ Strategic Co-Sponsor of Select COVENTURE Events
- ✓ Dedicated Scholarships for up to 10 Constituents of the Creative Arts District \$2,990


Value to Community = \$16k +

COVENTURE | ROI on \$25k

Average 2019 Projected Revenue to Town of Carbondale

- COVENTURE Coworkers
- COVENTURE Visitors
- Employees as a Result of COVENTURE

2019 Carbondale Total Projected Revenue Breakdown

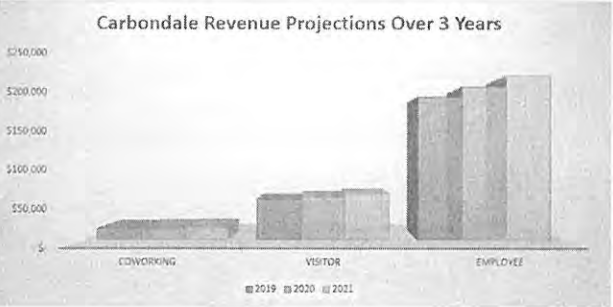


Total = \$272,178

3 Year Average Projected Revenue to Town of Carbondale

- COVENTURE Coworkers
- COVENTURE Visitors
- Employees as a Result of COVENTURE

Carbondale Revenue Projections Over 3 Years



Appendix E: ROI Analysis

1. Economic Impact Deck
2. Spending Assumption
3. Co-Worker Impact
4. Employee Impact
5. Visitor Impact
6. Total Average Revenue

COVENTURE Economic Impact Projections

a Model of Revenue Generation for Town of Carbondale

3 Profiles (Primary Contributors of Revenue Generation & Economic Impact)

- CoWorkers Independent professionals working at 201 Main Street
- Employees Professionals hired by local companies as a result of COVENTURE
- Visitors Tourists brought to Carbondale as a result of COVENTURE

3 General Spending Habits (25% Increase in Amount Spent per Category)

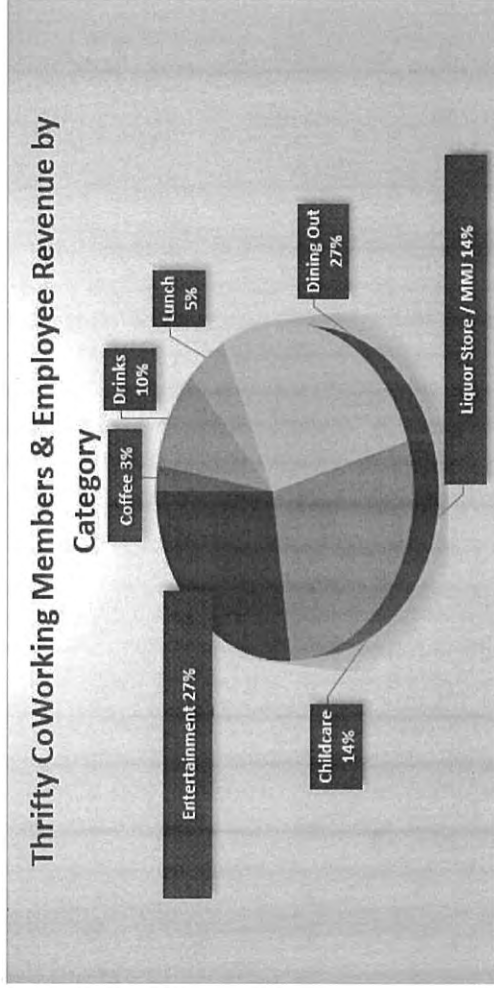
- Thrifty People with conservative spending habits
- Moderate People spending somewhere between Thrifty and Big Spender
- Big Spender People with liberal spending habits

Amount of Projected Spending Growth (Over 3 Years)

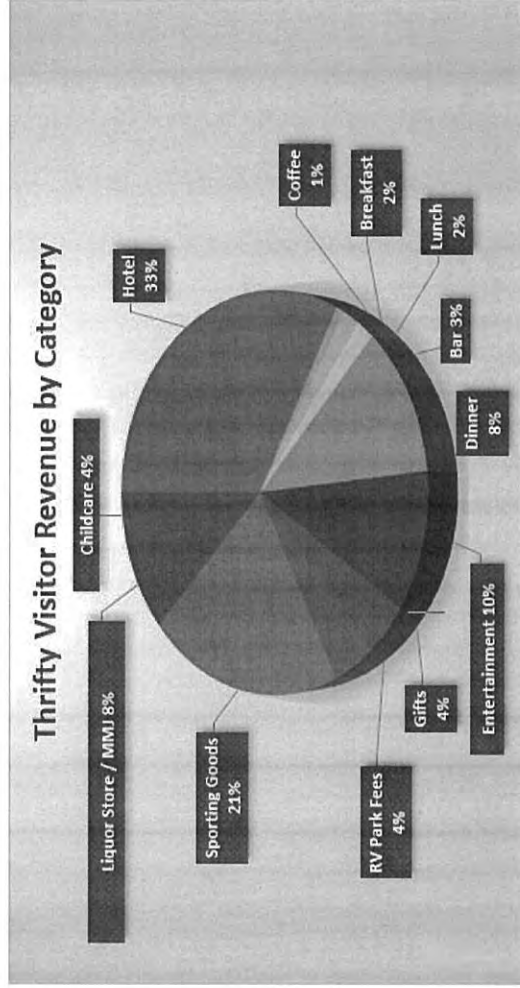
- Thrifty Approximately 3.5% More NEW Thrifty Spenders
- Moderate Approximately 5% More NEW Moderate Spenders
- Big Spender Approximately 7.5% More NEW Big Spenders

An interactive model of these projections is available online at <https://tinyurl.com/lybe9z8gf>.

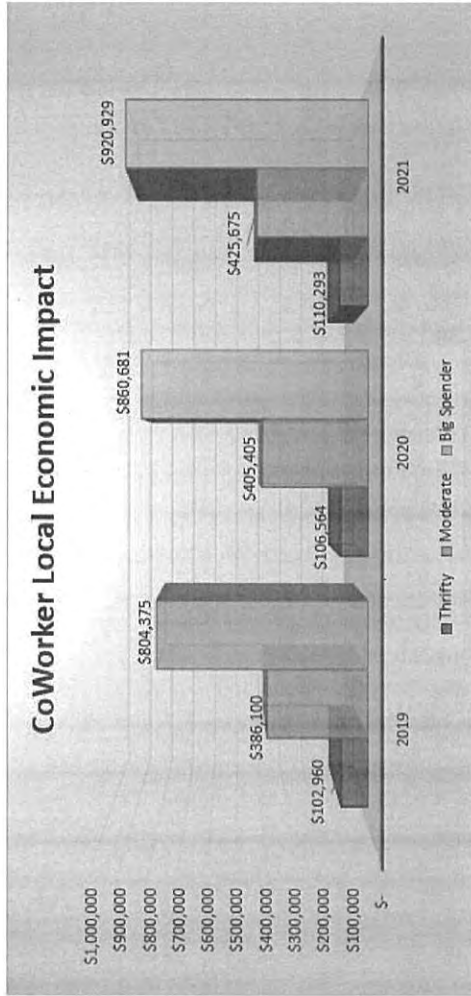
**Projected Breakdown
of How People Spend
(CoWorkers & Employees)**



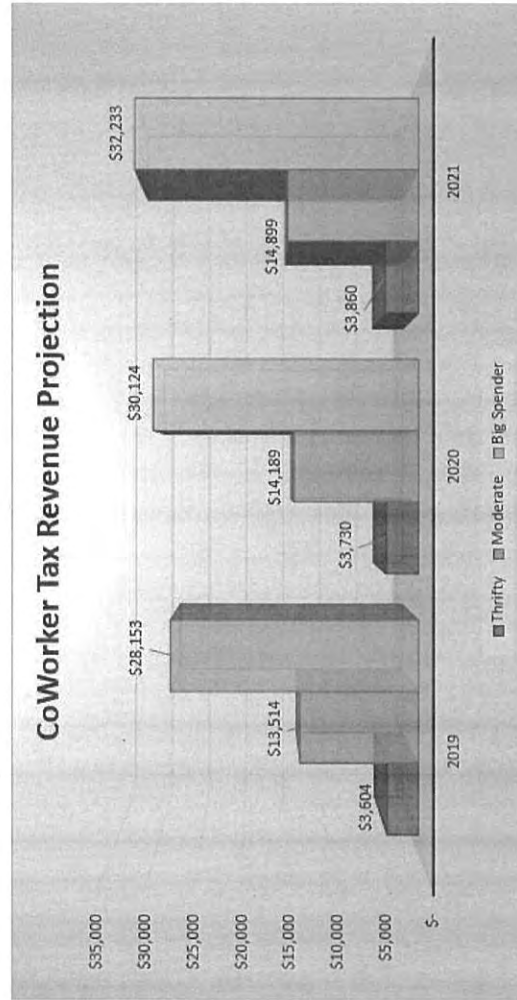
**Projected Breakdown
of How People Spend
(Visitors of COVENTURE)**



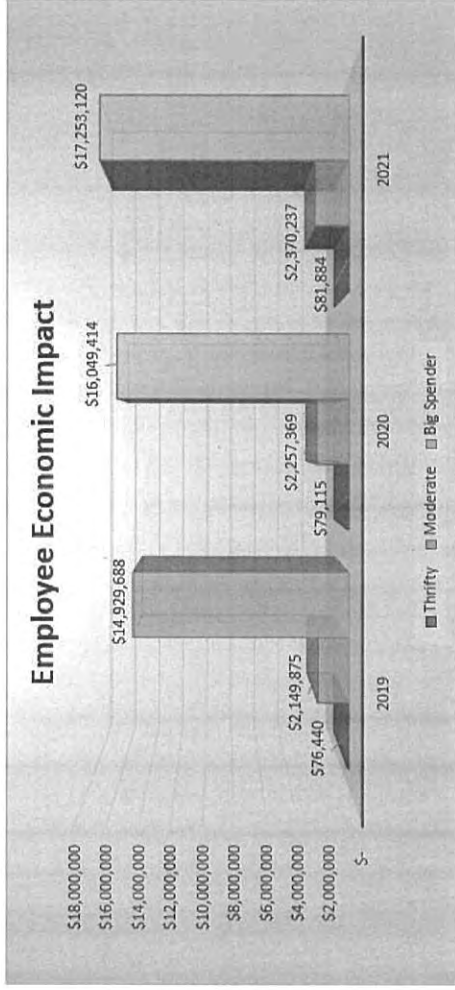
**Total Estimated Spending
By COVENTURE CoWorkers**



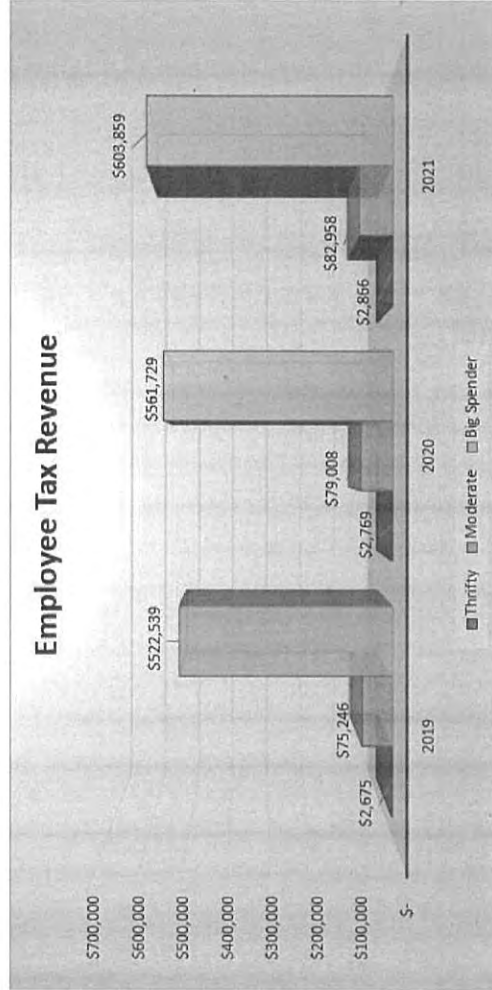
**3.5% from Total Spending
to Town of Carbondale**



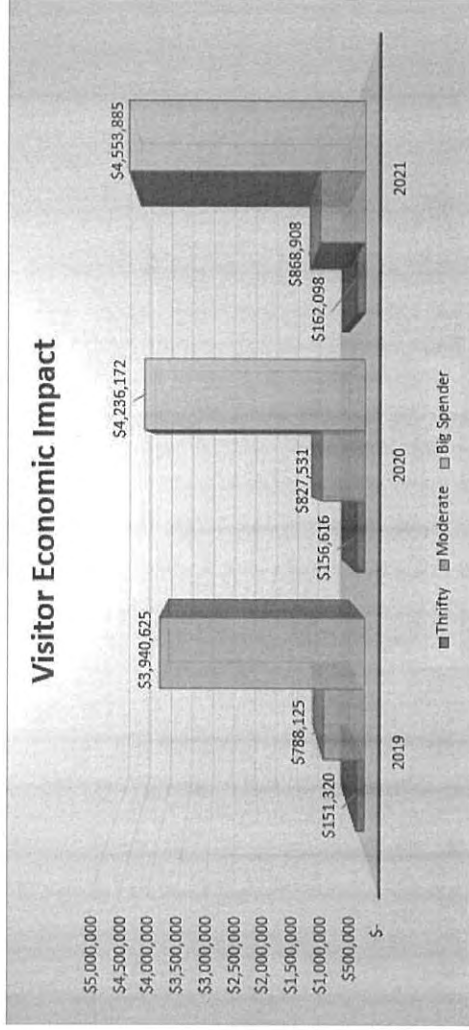
**Total Estimated Spending
By Employees Working as
a Result of COVENTURE**



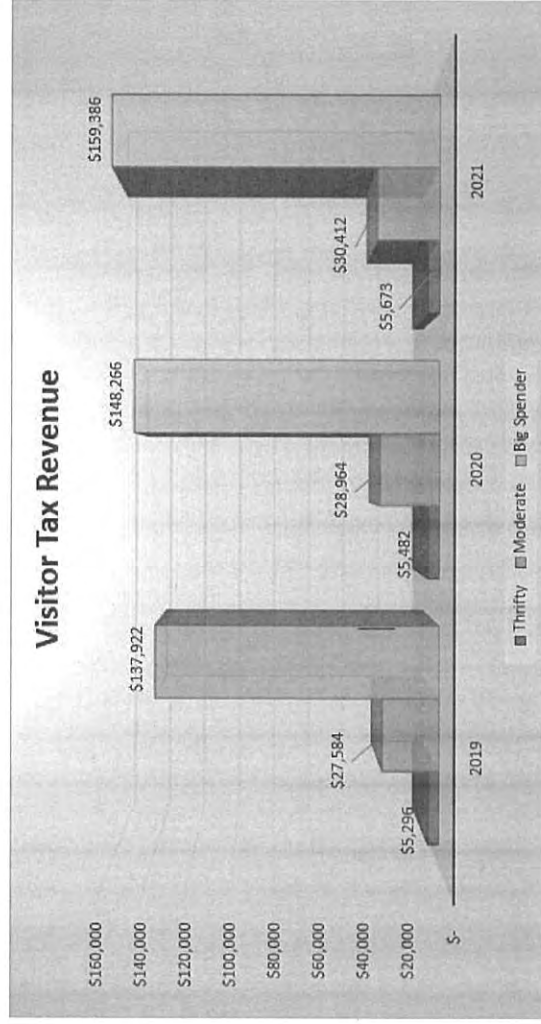
**3.5% from Total Spending
to Town of Carbondale**



**Total Estimated Spending
By Visitors of COVENTURE**

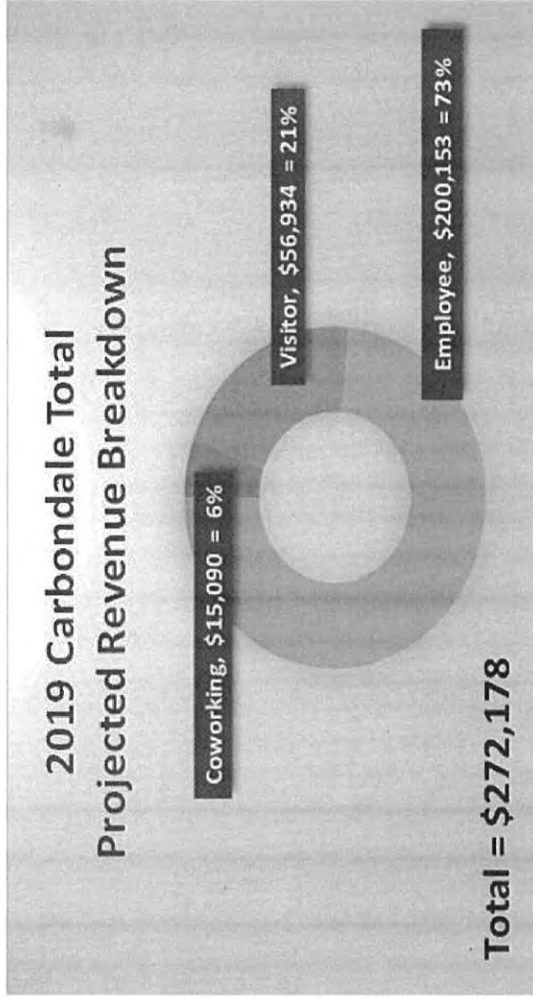


**3.5% from Total Spending
to Town of Carbondale**



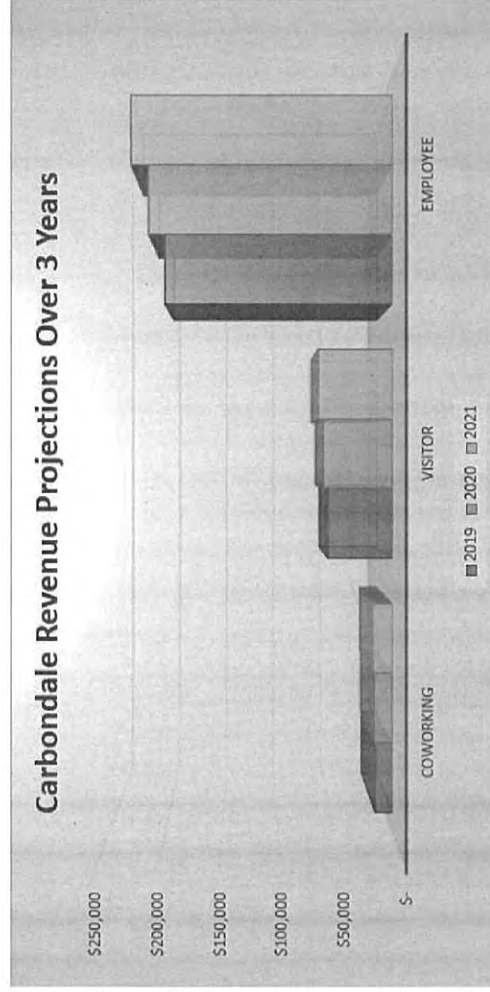
Average 2019 Projected
Revenue to Town of Carbondale

- COVENTURE Coworkers
- COVENTURE Visitors
- Employees as a Result of COVENTURE



3 Year Average Projected
Revenue to Town of Carbondale

- COVENTURE Coworkers
- COVENTURE Visitors
- Employees as a Result of COVENTURE



Appendix F: Grant Requirements

1. Business Incubator Proposal Guidelines
2. SBDC Grant Metrics

Appendix F 1

Economic Development Commission

Business Incubator Proposal Guidelines

Experience from around the country as well as Colorado communities has shown that entrepreneurial support programs such as business incubators can significantly improve the survival rate of new businesses. These programs can also support economic vitality by creating new businesses with roots in the local community, who will provide innovative products and services, create jobs, and support local suppliers and service providers.

The following are general guidelines for the Commission's consideration in screening potential business incubator proposals:

EDC Funding

- Will support start-up only. Incubators should have a viable plan for long-term self-sustainability.
- Maximum \$50,000 per year for up to 5 years on a year to year application basis. EDC may consider requests for operating and/or capital costs.
- 5-year limit for disbursement of funds.
- Equal funding of \$50,000 per year structure to focus on start-up costs and encourage move to self-sustainability
- Matching funds – EDC funds requested should be no more than one-half of total non-fee revenues over 5-year period; higher match is preferred. 2:1 matching requirement
- The incubator director's salary may not exceed 50% of the total cost of operational expenses of the incubator per year.
- Only 50% of the EDC annual advance may go toward salaries over the 5-year EDC funding period.
 - **Example:** The incubator director's salary is \$50,000. A maximum of \$25,000 of EDC funds may go toward the salary and the remainder of \$50,000 will go to directly benefit the center's operational expenses. The requirement does not inhibit the incubator from raising private funds to compensate the director's salary.
- The incubator director can not directly benefit or receive compensation or warrants from fee's charged to clients/tenants of the incubator during the 3 year period of EDC funding.
- Signed Conflict of Interest Statement.

Community support – financial as well as moral support from the community, including:

- Local government (city or county) – should provide significant financial support during start-up period.
- Financial and/or programmatic support from, and integration of services with, other entities as appropriate to community:
 - Chamber of commerce.
 - Local economic development organization.
 - Small Business Development Center.

- Local higher education institution(s).
 - Revolving loan fund.
 - Other business leadership – financial institutions, professional advisors.
- Include at least 3 letters of support, indicating the type of support planned (cash or in-kind donations, cooperative agreement, etc.).

Performance Measures – Show satisfactory progress as a condition prior to releasing Yearly funds, including measures of.

- Number of businesses assisted.
- Success rate over time of businesses assisted.
- Job creation by client companies and graduates.
- Sales levels achieved by assisted companies.
- Level of investment in or amount of funding raised by assisted companies.
- And/or other measures identified as appropriate to local goals for the incubator program.

Business Model – Proposals should show a sound business model, including

- Clear mission and goals, integrated with community economic development and business support networks.
- Qualified director identified – experience shows this is key to success.
- Feasibility/market study defining target type(s) of entrepreneurs appropriate to the community and showing a source of deal flow for the incubator’s target market.
 - Process for selecting and graduating clients.
- Identification of technical assistance services to be offered, and when or if “brick-and-mortar” office/manufacturing space will be provided for clients.
- Financial self-sustainability.
 - Multi-year commitments from local funders.
 - Reasonable assumptions regarding fee and other revenue and expenses.

Additional Items that will be evaluated:

- Evaluation of the needs assessment study that was conducted or the basis for incubator’s existence.
- Revenue generation.
- Incubator director’s experience managing incubators.
- Total expenses incurred by the incubator compared to the director’s salary.
- Realistic performance measurements and the impact justification methodology.
- Evaluation of the need in the state for the incubator prior to listing on the EDC agenda.
- Conflict of Interest.
- Additional funding requests may be considered based on consistency with the state’s strategic initiatives, geographical location, community partnership coordination, and need/necessity.

Appendix F 2

Criteria		Detailed OEDIT Criteria for Funding				Evaluator Guidelines & Notes	
Technical Proficiency and Management		No Evidence to Meet Criteria	Some Evidence Meets Criteria	Evidence+ Meets Criteria	Evidence++ Exceeds Criteria	Key Info about Meeting (or Not) the Criteria	
						Some support = 10%; Evidence+ = 25%	
Initial Needs Assessment	Provide history and need for the designated target industry					Document demand for the service	
Mission & Goals	Incubator has a clear mission & goals with integration with Community EDO & business support networks					Meets criteria = Mission & goals are clear, integration w/ community EDO & biz networks	
Qualified Incubation Professional (Director)	Incubator professional (manager, director) has 3 or more years of Experience. NBIA membership helps. NBIA Manager Certificate is helpful.					Will assess the community and the skills the individual possess to serve the designated service area	
Feasibility/Market Study	Copy of feasibility/market study submitted to OEDIT with focus on entrepreneurs & integrated programming						
Quality of offerings	What services are being offered					What are the services that are being offered that are not already being conducted by others?	
Scale of services offered	Depth of offerings					What is the quality of the services?	
Facility & Technical Assistance -	What the facility offers					How is this different from other resources in the community?	
Community Support+ Funding							
Local Gov't Support	The local gov't (City, County) provides significant support (%) for incubator/accelerator program during the start up period						
Add'l Financial Support	The local Chamber, EDO, SBDC, higher ed, revolving loan fund, business leadership provides financial and integration of services support					Funds invested from keystakeholders?	
Letters of Support	Include at least 3 letters of support from the Community (public, private, EDO, non-profit, SBDC), indicating the type of support (cash, in-kind, space, coop agreement, etc)					Are community key stakeholders supportive? Did they get the letters of support and potential funding?	
Revenue Generation	Estimated fee to charge						
Matching Funds?	EDC (state of Colorado) requested should be no more than one-third of total non-fee revenues over 3-yr period (Fee's collected can be used as match)					2:1 match of local funding to match EDC funds meets criteria; high local match will exceed. Is the match yearly or committed for future?	
	How are the funds redistributed?					Director is 60% or more of Ops budget = some	

<p>Incubator Director Salary Limited to 50% of Ops</p>	<p>For EDC incubator funding, Director's salary may not exceed 50% of the total cost of operational expenses of the incubator/accelerator program per year.</p>					<p>Evidence: 70% or more = No Evidence If Director Salary is 40% or less = Exceeds Criteria</p>
<p>Financial Sustainability Multi-Yr Local Funding</p>	<p>Multi-year local funding support (over 3-year period) Reasonable assumptions regarding fees & revenues along with expenses to run incubator program</p>					<p>2 years or less = Some Evidence; 3 years = Meets Criteria; 4+ years = Exceeds</p>
<p>Sustainability of year 4+</p>	<p>What is the plan for future sustainability Provide the data and research</p>					<p>Community support, plans for the future, expectation on future funding? Compile the above criteria for an overall rating</p>
<p>Alignment with OEDIT</p>						
<p>Align with the SBDC and services being offered</p>	<p>Partnership and communication</p>					<p>Are the competing or partnering? Have the worked or communicated to local SBDC Letter of support</p>
<p>Aligned with the Blueprint and key industries</p>	<p>Meeting state strategies on key segments</p>					<p>Are they targeting one or more of the 14 targeted industries? How are they aligned with state initiatives? Do they have letters of support from Key Industry Leads</p>
<p>Performance Measures KPI's for EDC success</p>	<p>Jobs created, retained, sales increase or other KPI's that is applicable for the direction of the entity</p>					<p>Provide in a 4 year chart Provide proposed to actuals from year 2 on.</p>
<p>EDC Strategic Initiatives Incubator is Aligned</p>	<p>Supply chain, cluster initiatives and recruitment efforts, marketing Colorado</p>					<p>How is this aligned with blueprint and other local community plans?</p>

No Evidence 0 points No Evidence
Some Evidence 1 point Some Evidence
Evidence+ 2 points Meets Criteria
Evidence++ 3 points Exceeds Criteria

Appendix G: Letters of Support

Financial Commitments

Organization	2019 Give	5-year Give
1. Garfield County	\$25k	\$125k
2. Perin Industries, LLC	\$10k	\$50k
3. Start-Up Colorado	\$5k	\$25k
4. Aspen Entrepreneurs	\$5k	\$25k
5. Carbondale Rotary	\$5k	\$25k
6. Alpine Bank	\$5k	\$25k
7. Colorado Lending	\$5k	\$25k
8. Garfield County	\$5k	\$25k
9. School Blocks, LLC	\$5k	\$25k
10. ZG Hospitality	\$5k	\$25k
TOTAL	\$75k	\$375k

Strategic Partners

Organization	Commitment
11. Tyler Moebius	Subsidized Rent/Renovation
12. Colorado Mtn College	Programming/Instructors/Renovation
13. Denver University	Programming/Instructors
14. RF Leadership	Programming/Consultants
15. Regional SBDC	Programming/Consultants
16. State SBDC	Resources/Curriculum
17. Product Launch	Makers Space/In-house Product Development
18. Carbondale Chamber	Community Partner
19. Art Council	Community Partner
20. Third Street Center	Community Partner

Tom Jankovsky
District 1

John Martin, Chair
District 2

Mike Samson, Chair Pro Tem
District 3



To whom it may concern;

Garfield County through the economic development round table continues to champion and invest in economic development. Since I took office in 2011, we have made progress in areas we all value, such as job growth, economic development and infrastructure improvements.

Garfield County and the economic development round table work together with the Chambers of Commerce, municipalities and the Economic Development Corporations to improve our economy.

GlenX and the Carbondale Co-operative workspace are important entities as we work to diversify the Garfield County economy. The GlenX Pitch Event that raised over \$1mm for 5 companies was particularly impressive as is the GlenX commitment to continue working with those companies to scale effectively.

Garfield County has appropriated a grant of \$25K in the 2019 budget to GlenX. As GlenX and their team move into a bigger space with even stronger strategic partners and an excellent leadership team, I'm confident that they will be able to accomplish great things on behalf of our communities.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom Jankovsky'. The signature is fluid and cursive, with the first name 'Tom' and last name 'Jankovsky' clearly distinguishable.

Tom Jankovsky
Garfield County Commissioner



November 19, 2018

Michael Lowe
Coventure
520 South 3rd Street
Carbondale, CO 81623

Dear Michael Lowe,

This letter is intended to show Perin Industries ongoing support and financial commitment to Coventure. Perin Industries participated in the first accelerator program during the 2018 year, and as a result received critical and timely funding for our new manufacturing startup. In October of this year we began production, and we are excited to share that Perin Industries is currently on track to exceed its first year revenue projections by nearly two hundred percent.

In 2015 Perin Industries made the difficult decision to centrally locate the company with its customer base. While we are located in central Iowa our company continues to utilize the state of Colorado and the Roaring Fork Valley for its advertising and professional development needs. In the past six months we have sent nearly seventy-five hundred dollars back to the state of Colorado for advertising services.

Coventure partnered with Perin Industries at a critical moment, and it is not an overstatement to say that we would not be in business without this important organization. To show our support to Coventure, Perin Industries is committing to give back \$10,000 annually for the next five years. We hope that our support can help another entrepreneur realize their dream, while continuing to make the Roaring Fork Valley the prosperous home we love to come back to.

Perin Industries is excited to continue a relationship with Coventure, and looks forward to the upcoming business incubator program. We know that the professional services team at Coventure will continue to play a major role in our future growth.

Sincerely,

Jonathan Perin
President/ CEO

To Mayor Dan and the Town of Carbondale,

I am writing in support of CoventureX as a recipient of funding and partnership from the Town of Carbondale.

In the face of mounting macroeconomic factors that continue to disadvantage our rural communities, Carbondale is uniquely positioned to prove that small communities have a prosperous future in the innovation economy.

As the Western Regional Director for Startup Colorado, I am tasked with increasing entrepreneurship in Western Colorado. Entrepreneurship is the most powerful lever available to communities. A one percent increase in entrepreneurship is correlated with a two percent decrease in poverty. Moreover, in the past 30 years, firms less than one-year-old are the only reliable provider of net new jobs. All other firm-age categories were net destroyers of jobs. This provides a convincing case for entrepreneurship in all localities. For small towns specifically, entrepreneurship is a critical response to the accelerating accumulation of wealth to major cities and large corporations, of which our small communities do not have the population or infrastructure to support.

At the Mayor's request, Startup Colorado conducted an entrepreneurial workshop to help the community identify strengths and opportunities in its ecosystem. This was one of the most optimistic, collaborative, and actionable workshops we have held, out of more than twenty across the state. I admired the Mayor's comment to the group, urging them to lead the development of an entrepreneurial community, as opposed to relying on local government. This decentralized leadership is essential to the ecosystem's long-term growth. Coventure has delivered on this, while empowering others, such as Roaring Fork Technologists and Aspen Entrepreneurs, to take initiative as well. Startup Colorado is committed to continuing to support the programs that will be housed in the new Coventure location.

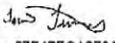
What's more, based on experience in over thirty communities, we have found three common factors amongst the highest performing small-town entrepreneurial communities - effective leaders, an encouraging innovation culture, and a local industry cluster. With 12 business supported in 2017 - making up for 47 hires, the largest pitch event in 'Rural Colorado,' and self-organizing groups of technologists, creatives, and food entrepreneurs, Carbondale has all three key ingredients in place.

In order to seize this opportunity, Carbondale needs a place for its innovative community to convene. Telluride provides a clear example of the cultural bottleneck that exists when there is not a centrally-located, professional space. Over the past five years, Telluride has built a successful accelerator, investor syndicate, and venture capital fund. However, it wasn't until 2018, when Telluride Works opened on Main Street, that the community has been able to adopt this entrepreneurial identity. By providing a physical place for an informal network, this space has already attracted business, key hires for member companies, and provided work for many

of the location-neutral workers in Telluride. Coventure offers the Town of Carbondale the chance to continue its community's momentum and avoid Telluride's mistake.

By supporting Coventure at this critical juncture, the Town of Carbondale can prove its commitment to an entrepreneurial future by helping provide a home for years of economic growth and become a national leader in small-town innovation economies. Startup Colorado is committed to supporting \$5,000 worth of Coventure programming anticipated to take place over the next year in Carbondale and surrounding communities.

Best,

DocuSigned by:

57F4FECA270A454...

Jamie Finney

Western Regional Director, Startup Colorado

etter



Michael Lowe <michael@social-bridge.org>

to Dave

Dear Committee,

On behalf of Aspen Entrepreneurs, we are pleased to offer COVENTURE \$5000 to help them complete their \$100k for the Business Incubator Grant. Aspen Entrepreneurs has been the lead organization in building an entrepreneurial ecosystem in Aspen and the Roaring Fork Valley for the last 7 years. We have a community of over 2000 members that includes local business executives, investors, entrepreneurs and community leaders. We are proud to join forces with COVENTURE to create economic resiliency for our region.

As a local business owner, entrepreneur and president of Aspen Entrepreneurs, I know the value of a strong partnership to help move the needle for economic development. As a result, I have agreed to join the board of COVENTURE and am grateful to have a group of partners who are committed to helping build scalable and sustainable solutions for this beautiful Valley we call home. I look forward to combining the resources, talent and deep network of our two sister organizations to create opportunities for businesses and professionals at all stages of their entrepreneurial journey. Finally, we welcome the regional approach of COVENTURE to scale programs and talent to the Western Slope, while building a state-of-the art facility in Carbondale that can serve as a regional hub for entrepreneurial activity.

Sincerely,

Dave Meyer

Alan Cole

Wed, Nov
7, 8:55 AM
(3 days
ago)

to me

Mike,

Just wanted to let you know that the Rotary Club of Carbondale board voted unanimously today to renew our commitment to Glen X for another year at the \$5,000 level. We wish you great success in the coming year. Please let me know who to make the check out to and where to deliver it. Good luck on your additional requests for support and feel free to use our backing wherever it's needed.

Best regards,

Alan

Alan Cole
Carbondale Rotary President 2018-19

Owner
Modern Day Media
(970) 618-7690
www.moderndaymedia.net

Dear Community Partner:

Please accept this letter as Alpine Banks' support of GlenX and its myriad community and business programs.

Since its inception four years ago, Alpine Bank has been a sponsor of GlenX with a financial commitment of \$5000 annually, in addition to our staff support at events like the career fairs at the high schools, speaker series, events like Fall Fest and Glen-a-Palooza and other programming for businesses, youth and community.

I urge you to support GlenX, too, with your time and financial support.

Many thanks for the time and attention,

Kate Collins

<https://www.alpinebank.com/images/maroonbellsm.jpg>

Kate Collins

Regional Marketing Coordinator

Tel: +19703843268

PO Box 10000 | 2200 Grand Ave.

Glenwood Springs, CO 81602

<https://www.alpinebank.com>



COVenture
c/o Social Bridge, GlenX Space
Carbondale CO 81623

11/7/2018

RE: CoLaunch – CoWorking space expansion in Carbondale

To Whom It May Concern;

I am writing to confirm the financial support of the coworking space proposed on Main Street in Carbondale. Colorado Lending Source has committed to a sponsorship of \$5,000/ year for 5 years (2019-2023). This is the expansion of the GlenX.Space currently located in the Third Street Center. We are also committed to offer "office hours" each week at the space and be a resource for entrepreneurs and small business owners looking into funding options.

We are in support of the Coworking Space and Innovation Lab being located in this larger facility on Main Street. The location of this coworking space on Main Street is larger and more attractive, making it easier to patronize the businesses there. The benefits of continuing and expanding the GlenX.Space organization going forward is critically important to myself, other remote workers, business owners and non-profits, as well as the entire community. This facility will continue to provide the coworking space – which is already at max capacity at the Third Street Center location. The other programming will continue at this new location as well – including the speaker series, trainings, educational offerings and access to mentors, as well as the business accelerator program and Pitch Events. This coworking space will continue to be a cornerstone as we grow a stronger entrepreneurial support network in this region.

Sincerely,

A handwritten signature in black ink, appearing to read "Nicole Christianson".

Nicole Christianson
Senior Loan Officer
Colorado Lending Source
2520 S Grand Avenue, Suite 207
Glenwood Springs CO 81601

Vola Mercer <vmerc@garfield-county.com>

to me

FYI-

You were granted \$5,000.00 from the discretionary fund.

Regards,

Vola Mercer

Executive Assistant

Garfield County Commissioners & Administration

108 8th. St., Suite 101

Glenwood Springs, CO 81601

vmerc@garfield-county.com

www.garfield-county.com

970.945.5004 x1040 - office

970.210.3761 - cell

970.945.7785 - fax



Blocks



FROM

Stephen Shapiro
President, Sopris Apps LLC
417 Main St. Suite U
Carbondale, CO

Dear Committee,

As the President and CEO of Sopris Apps LLC, I am pleased to offer our support to COVENTURE as they strive to build an entrepreneurial hub in Carbondale. My educational software, titled "SchoolBlocks," has found success in making Carbondale it's headquarters. Its success stands as proof that a rural business can serve a national marketplace. Our client-base of 1,500 schools are distributed across North America, primarily in the United States and will soon be in Europe and other parts of the world. Like many entrepreneurs in the Roaring Fork Valley, I have relied on resources, talent and training from urban areas. The fact that we now have a resource here committed to fostering and developing talent is a fantastic community asset.

Please join me in supporting this quality team. They have already proven the ability to create an enterprise capable of producing a significant impact on our economy. I'm highly confident of its ability to continue to do so and even expand their impact to create additional jobs and thriving young companies. Sopris Apps is happy to commit \$5000 per year for the next 5 years in support of this worthy COVENTURE vision.

Regards,

Stephen Shapiro

President, Sopris Apps LLC
(800) 313-6438 x101



Michael Lowe <mlowe@ymhs.org>

here you go

1 message

Mike Mercatoris <mike@mercatorisproperties.com>
To: Michael Lowe <mlowe@ymhs.org>

Wed, Nov 21, 2018 at 11:44 AM

To whom it may concern,

As president of ZG Hospitality, we are excited to partner with COVENTURE to help support Economic Development in the Roaring Fork Valley and Garfield County. We are committed to contributing \$5000 to this important organization to help them reach their target of \$100,000 in order to apply for the Business Incubator Grant. As an entrepreneur and local business owner, I understand the challenges all too well of trying to start a business in a rural community. COVENTURE not only provides the programming to help businesses succeed, but also the network and professional services to help businesses take the next step effectively.

We look forward to providing leadership around their new speaker series and will be using myself and local realtor and former Olympian, Chris Klug to engage some of our local business champions in a series of dialogues on successful business practices. Last year, we hosted a conversation with world renowned entrepreneur Brad Feld that was very successful. We look to collaborate with COVENTURE to attract top professionals in the field of business to help provide inspiration and guidance for our local entrepreneurs.

Sincerely,

Mike Mercatoris

Sotheby's International Realty

ZG Hospitality

Mercatoris Properties

C: 970.618.7092

O: 970.366.3511

Mike@MercatorisProperties.com

Mike.Mercatoris@SothebysRealty.com

Mike@ZGhospitality.com

November 30, 2018

Thomas Tyler Mobius

6316 Highway 133

Carbondale, CO 81623

To whom it may concern;

As an industry leader in digital marketing and serial entrepreneur, I am proud to call Carbondale, Colorado home. I have built international companies all over the world but have chosen to pursue my business interests from this Valley because I believe global brands can set up shop in small towns, while servicing the world. I also believe that we can attract talent to support these sophisticated businesses, while developing a better business culture. The work that GlenX accomplished last year in creating co-working spaces and customized programming for entrepreneurs was an important start to creating the right ecosystem for rural economic development, but this effort requires both public and private support to take that next step and become sustainable.

COVENTURE is that next step to providing economic resiliency and opportunity for the Roaring Fork Valley and beyond. This new enterprise will bring co-working, business incubation, programming, professional services and venture capital all under one roof to provide comprehensive solutions for a wide array of business needs. To help ensure their success, I have agreed to serve as Chairman of the Board as well as provide them adequate space in my new building in downtown Carbondale.

In my capacity as Landlord, I have agreed to provide a \$125K grant to subsidize COVENTURE's rent as they build their co-working revenue model over the next 5 years. In my capacity as Chairman of the COVENTURE Board, I will help their executive team implement a successful customer acquisition and business growth strategy to ensure they are sustainable within 5 years. I do not make this kind of financial commitment lightly. I believe in the COVENTURE vision for economic resiliency and am confident we are assembling the right team to realize this vision. I hope you will join me in supporting this important resource for rural communities on the Western Slope.

Regards,

A handwritten signature in black ink, appearing to read 'Tyler Moebius', with a horizontal line extending to the right.

Tyler Moebius

(206) 406-4864

ttmeobius@gmail.com



November 30, 2018

To whom it may concern;

Colorado Mountain College is pleased to offer its support for COVENTURE. We expect that this venture will develop into a vital resource for the economic development of our rural communities.

As the only institution of higher learning in our region, CMC sees important synergies with this project and the college's strategic directions. By attracting new businesses to our valley, COVENTURE's efforts will allow CMC students to participate in apprenticeships and internships, priorities for CMC. These opportunities are unique among rural access colleges and especially important for the Isaacson School of Communication, Art, and New Media, one of the college's flagship programs anchored in the Roaring Fork Valley.

We are excited to work with COVENTURE'S growing pool of industry leaders in technology, software and media to help boost our pool of adjunct faculty while providing our students with next-level opportunities and possible career paths typically only available to students in major metropolitan areas.

We are committed to collaborating with COVENTURE and are actively exploring ways to ensure that the resources needed to launch the innovation lab are obtained. This project represents a unique value proposition for our rural communities.

Regards,

Carrie Besnette Hauser, Ph.D.
President and CEO

COVENTURE support

Inbox

David Morelli

to me

To whom it may concern;

As the Executive Director of Daniels College of Business Executive Education Department at University of Denver, I am pleased to confirm our support for COVENTURE and to share our commitment to become strategic partners with this important entrepreneurial center in Carbondale, Colorado. We look forward to scaling our curated curriculum to the Western Slope of Colorado through our COVENTURE partnership. University of Denver currently offers a Master's of Social Work program through the Colorado Mountain College Campus in Glenwood Springs as well as a satellite PhD program through our Morgridge School of Education.

We are excited to build on this partnership with Colorado Mountain College to offer graduate level business classes and workshops through COVENTURE's Rural Innovation Lab. We will work in tandem with the Isaacson School of New Media, Colorado Mountain College and others to scale our customized business classes and programs to entrepreneurs, business professionals and traditional students.

Finally, we are committed to working with Michael Lowe and his team to provide more customized wrap-around professional services for business who are in need of very specific set of skills and/or tools to scale effectively. The Daniels Executive Education Department is well positioned to help both businesses and entrepreneurs take the next step in their entrepreneurial journey.

Regards,
David Morelli

David Morelli
Executive Director, Executive Education
Daniels College of Business | University of Denver
Office: 303.871.2671 | Cell: 720.239.3360
<http://daniels.du.edu/ExecEd>



**ROARING FORK
LEADERSHIP**

To whom it may concern;

I am writing on behalf of Roaring Fork Leadership to express our support for COVENTURE. We are excited to partner with this important organization in our valley to support regional economic development. Roaring Fork Leadership has provided customized leadership curriculum to the Roaring Fork Valley and beyond for three decades and is proud to be recognized as the go-to institution for leadership development. Our core training is around personal and professional growth, but we provide customized solutions around team building, strategy, peak performance and leadership development.

We are committed to working with COVENTURE, Denver University, Colorado Mountain College and the Small Business Development Council to provide a diverse, but specialized curriculum for business leaders and entrepreneurs. We will have a dedicated office in the new space in downtown Carbondale and intend to work collaboratively with COVENTURE to provide a myriad of solutions for our business community.

Regards,

Andrea Palu-Porter

Executive Director



November 19, 2018

To Whom It May Concern,

I am writing this letter to congratulate the GlenX team on their re-launch as COVENTURE and to affirm our partnership around economic development for the Central Rockies. Northwest SBDC is a public-partnership dedicated to cultivating vibrant entrepreneurial ecosystems in an 11-county region. As such, we are tasked with supporting small businesses, entrepreneurs, and business leaders as they build economic capacity of their respective communities. COVENTURE has done a tremendous job working within their respective communities, while aligning their standards with state recommendations for best practices.

We are currently collaborating on how to share programming and to build a bank of SBDC consultants that can serve a larger area in Garfield County and the Roaring Fork Valley. We are especially excited about the Rural Innovation Lab and are committed to working in tandem with Colorado Mountain College, Denver University and Roaring Fork Leadership to provide comprehensive business curriculum for our region. We have had great success with our own higher education partnerships and look forward to sharing best practices as we build a stronger regional effort to help businesses of all shapes and sizes find scalable and sustainable solutions.

COVENTURE's commitment to provide a dedicated space with dedicated SBDC hours in their new Carbondale location will not only help our organization share our resources more effectively but provide a necessary satellite office for the SBDC regional headquarters. In addition, their commitment to help us grow and train our consultants will provide a boost in an area that has proved challenging to build a strong SBDC talent pool.

We consider COVENTURE our essential partner for our region as we work to help our communities achieve economic resilience. We encourage full support from both private and public entities as they build a budget that can help support their important work.

Sincerely,
Lyndsey Brozyna
Northwest SBDC Acting Regional Director



Colorado Small Business Development Center Network
1625 Broadway, Suite 2700
Denver, CO 80202
303-892-3840
303-892-3848 fax
sbdc@state.co.us
www.coloradosbdc.org

SBDC Centers

Aurora-South Metro
303-326-8686

Boulder
303-442-1475

Denver Metro
303-620-8076

East Colorado
970-352-3661

Grand Junction
970-243-5242

Larimer County
970-498-9295

North Metro Denver
303-404-5340

Northwest Colorado
970-453-5700

Pikes Peak
719-667-3803

San Luis Valley
719-589-3682

Southeast
719-384-6959

Southern Colorado
719-549-3224

Southwest Colorado
970-247-7009

West Central
970-943-3157

To whom it may concern;

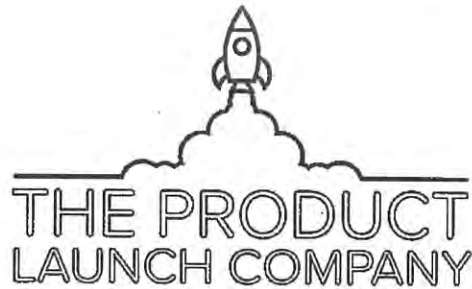
As State Director of the Colorado SBDC Network, I am pleased to write this letter for COVENTURE (formerly GlenX). We have enjoyed our collaboration with Michael Lowe and his team as they bring new resources and capital to the Roaring Fork Valley and Garfield County. The success of last year's pitch event, with over \$1mm raised and 5 out of 12 business funded was a strong statement of how this young organization can become an important part of economic resiliency for their region. We appreciate the ongoing efforts of CONVENTURE to communicate and invite us in regional meetings; insuring ongoing collaboration with public and private partners.

The two Economic Summits that Aspen Entrepreneurs and COVENTURE co-hosted this year was a powerful example of communities coming together towards a common vision for Economic Resiliency. We were pleased with the attendance and the excitement that the events generated from the Roaring Fork Valley. That meeting showcased how the COVENTURE organization has evolved into a regional resource. With this regional approach, CONVENTURE has the ability to apply for the State Incubator grant program.

The state incubator grant program is up to a five-year commitment of \$50,000 per year for a total of \$250,000. We require a 2 to 1 financial match and the organization must be able to impact a region through a multi-layered approach of curriculum, coaching and true business incubation, which involves helping companies scale. The evaluation process looks at the community support for the efforts and is a weighted process. The applications are stronger and taken more seriously when the community the incubator is located in financially supports the efforts. We look for strong public/private partnerships, excellent leadership and proof of concept.

Sincerely,

Kelly Manning
Deputy Director & State SBDC Director



Date: Nov. 9th 2018

Subject: Commitment Letter for COVENTURE partnership

Dear Mike,

I am writing to you to share with your group our commitment to the Rural Innovation Center and the Carbondale Business Accelerator program. Our company helps others working to take ideas from concept into production. We have built up technology ventures and sold them to companies listed on the NASDAQ in the field of semiconductor robotics. Today we have 7 major projects on deck that are in the final stages of product development. We expect to need technology skills to the valley in the fields of robotics programming, embedded microprocessor programming, back end database programming and 3D CAD machine design.

Other projects in the shop are a large carbon fiber project for Lockheed Martin that will start January 1st. We designed and built a new Vertical Axis Wind Turbine that is ready for funding. We have a 3D cabin fiber printing side of the business that has several products that are ready for production to both retail and government agencies. In December we start redesigning a large outdoor water purification system that is already in production. In total, over the next 3 years, we expect to see millions in revenue. We are excited to have met Mike and his resources over the past several months.

Our commitment to COVENTURE over the next 5 years is to move our Maker's Space into their new location in Downtown Carbondale and to move some of our executive team over to their new location to help manage and scale product development for aspiring entrepreneurs. We specialize in prototyping innovative products for emerging markets. As a part of that commitment, we will develop a robust internship and apprenticeship program that will be offered to Colorado Mtn. College students, High School Capstone projects and promising entrepreneurs. Along with the other 5 participants in the COVENTURE Accelerator program, we will collectively offer a dozen spots for 2019 in our respective companies as well as offer to teach a reasonable number of classes through the Isaacson School of New Media and Denver University.

It is our intentions to help our customers design and develop technology related products here in Colorado with production being completed in both the Western Slope and Front Range. We look forward to meeting everyone in Carbondale and becoming a keystone for a vision of healthy lifestyle innovators.

Regards,

Pat Conarro/CEO/Founder
The Product Launch Company



December 3, 2018

Town of Carbondale Board of Trustees,

The Carbondale Chamber of Commerce and the Tourism Council of Carbondale look forward to working together with CoVenture and the programming it will bring to the Carbondale business community. The Chamber is also committed to working together with local businesses and the community to provide leadership, education, and support for our members to make the Carbondale area a more vital and dynamic place to live, work, and visit.

Touted as one of "Top 12 Towns" in the "50 Next Great Places to Live and Play" by *National Geographic Adventure* magazine, Carbondale is a great base camp for arts, agriculture, and recreational enthusiasts, *and* is celebrating its second anniversary of a certified Creative District, and CoVenture will further compliment the Carbondale Creative District.

CoVenture will be an asset to the community, bolster our current businesses, increase tourism, and have a positive impact on sales tax, resulting in a more vital, dynamic, and vibrant Carbondale.

Arts, agriculture, recreation, tourism, and commerce work hand-in-hand to attract visitors, celebrate Carbondale's unique identity, improve the quality of life for Colorado residents, and enhance Carbondale's economy, all listed as purposes for the formation of Creative Districts (per HB11-1031, and signed into law in 2011 by Governor Hickenlooper).

Thank you for your time and consideration.

Sincerely,

Andrea Stewart
Executive Director
Carbondale Chamber of Commerce

Chamber of Commerce

Post Office Box 1645 • Carbondale, CO 81623 • 970.963.1890 phone • 970.963.4719 fax
chamber@carbondale.com • www.carbondale.com



11/26/18

To Whom It May Concern;

The addition of CoVenture to the Carbondale community is a much needed addition in our economic development trifecta. The Carbondale Creative District is a state certified district. Our emphasis is on the creative industries and the physical place. The Carbondale Chamber helps economic development through information and connection for businesses. CoVenture will provide deeper education and growth for businesses, as well as provide support and space for growing smaller businesses in the valley. It will also provide a hub for economic development throughout the valley, as opposed to just being Carbondale centric. The CCD fully supports this addition as it will bring 21st century skills and support where they are needed.

The Roaring Fork Valley needs an economic generator that speaks to innovation, collaboration and opportunity for small business ideation. CoVenture fills that need, while bringing cohesiveness in this kind of economic impact throughout the valley. This impact could also bring needed resources to our community.

We hope that CoVenture will join our economic development community to enhance what is all ready here, and attract what is missing. We fully support their presence in Carbondale and look forward to working with them in the years to come.

Sincerely,
Amy Kimberly
Carbondale Creative District Director
amy@carbondalearts.com



THIRD STREET CENTER

December 3, 2018

Dear Town of Carbondale Trustees;

Thank you for your initial and ongoing support of the Third Street Center.

As Third Street Center was in its development stage, the idea that it could serve as an economic incubator for innovative ideas and organizations was on many people's minds. Happily, after eight years, several organizations (like True Nature, Ascendigo, Valley Settlement, The Buddy Program, and Clean Energy Economy for the Region) have solidified their programs, expanded their services, hired more staff, and in some cases, moved to a larger location. The incubation idea is working.

COVENTURE is the latest organization to benefit from affordable office space, adjacent community spaces, and interactions with the 30+ organizations that call Third Street Center home.

Third Street Center is proud to have provided COVENTURE with their starting place as they operated under the GlenX brand. It has been exciting to see the energy behind the events, speakers, and programs they have offered over the last year.

We are eager to see what COVENTURE can grow into at a larger location. We look forward to collaborating with them on programs and will continue to host some of their major events at Third Street Center. We are also pleased that they have committed to supporting our in-house organizations with scholarships to some of their flagship programs.

We look forward to continuing to collaborate with COVENTURE, the Carbondale Chamber, and all the members of the Carbondale Creative District to help create a future for Carbondale that is vibrant, equitable and sustainable.

Sincerely,

Colin Laird
Director

A community place promoting inspiration, sustainability and creative exchange

520 South Third Street, Carbondale, CO 81623

P: 970.963.3221 | F: 970.963.0178

www.thirdstreetcenter.net

Appendix H: Membership Agreements

1. 3rd Floor Offices (\$500/mo = \$6000/yr) Product Innovation/ProServ Suite - ALL SIGNED

*(4 offices at \$2000/mo = \$24,000/yr) Paid by Perin Industries and Product Launch

- a. Shared Office (RFL/SBDC)
- b. Shared Office (DU/CMC)
- c. Shared Office (Perin/Product Launch)
- d. Shared Office (ProServ/Marketing)

2. 3rd Floor Executive Suites (\$350/mo = \$4200/yr) Software Suite -ALL SIGNED

* (9 Dedicated Desks at \$3150/mo = \$37,800/yr)

- a. Brian Soby (Software Company) – 6 Desks = \$2100/mo
- b. Nathan Baier (GIS Software) – 1 Desk - \$350/mo
- c. John Ramo (Education Software) – 1 Desk - \$350/mo
- d. Chris Beebe (Travel Software) – 1 Desk - \$350/mo

3. 1st Floor Flex Desks (\$250/mo = \$3000/yr) PARTIALLY SIGNED

*TARGET 10 by 1/1/2019 (6 Signed at \$1500/mo = \$18,000/yr)

- a. Marcus Thackston - annual
- b. Matt Buchanen - annual ✓
- c. ~~Steve Shapiro~~ ^{Greg Miller} - annual
- d. Steven Lee - annual ✓
- e. ~~Braxton Stevens~~ ^{Wendell Williams} - monthly
- f. ~~Jessica Loran~~ ^{Chris Kelly} - monthly ✓

4. 1st Floor Memberships (\$20/mo = \$240/yr) EMAIL COMMITMENTS

*TARGET 50 (~~19~~ Signed as of 12/1/2019) (50 members = \$12,000/yr)

TOTAL COMMITMENTS - \$6650/mo = 79,800/yr as of 12/1/18

5. Membership Agreement

6. COVENTURE Lease

- a. *Tyler Moebius (Landlord) commitment will subsidize Rent for 2019 to COVENTURE. Renewal terms agreed upon by end of 2019.

7. Co-working Space Drawings

- a. Capacity – 45 members (based on 1 member per 100sq ft.)

CoVenture
Summary of Membership Agreement and
Terms and Conditions Regarding Use of Premises

Building: 201 Main Street Carbondale, CO

Premises: Suites 101, 102, 303, and 304
(and other suites as may be added)

Membership Term: Monthly, beginning on the date of the Agreement

Term Commencement Date: February 1, 2019

Monthly Membership Fee: \$250 Each Flex Desk
\$300 Each Shared Dedicated Work Space
\$350 Each Dedicated Desk
\$500 Each Dedicated Office
Total \$ _____

Security Deposit: \$250 Each Flex Desk
\$300 Each Shared Dedicated Work Space
\$350 Each Dedicated Desk
\$500 Each Dedicated Office
Total \$ _____

Use of Premises: General office and business use

Utilities: Included in membership fees

3rd FLOOR

John Ramo
Boulder Learning
11-27-18

CoVenture
Summary of Membership Agreement and
Terms and Conditions Regarding Use of Premises

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(and other suites as may be added)

Membership Term: Monthly, beginning on the date of the Agreement

Term Commencement Date: February 1, 2019

Monthly Membership Fee

\$250 Each Flex Desk
\$300 Each Shared Dedicated Work Space
<u>\$350 Each Dedicated Desk</u>
\$500 Each Dedicated Office
Total \$ _____

Security Deposit:

\$250 Each Flex Desk
\$300 Each Shared Dedicated Work Space
\$350 Each Dedicated Desk
\$500 Each Dedicated Office
Total \$ _____

Use of Premises: General office and business use

Utilities: Included in membership fees

Matthew Bauer - 11-20-18

3rd Floor

CoVenture
Summary of Membership Agreement and
Terms and Conditions Regarding Use of Premises

Building: 201 Main Street Carbondale, CO

Premises: Suites 101, 102, 303, and 304
(and other suites as may be added)

Membership Term: Monthly, beginning on the date of the Agreement

Term Commencement Date: February 1, 2019

Monthly Membership Fee: \$250 Each Flex Desk
\$300 Each Shared Dedicated Work Space
\$350 Each Dedicated Desk
\$500 Each Dedicated Office
Total \$ 350

Security Deposit: \$250 Each Flex Desk
\$300 Each Shared Dedicated Work Space
\$350 Each Dedicated Desk
\$500 Each Dedicated Office
Total \$ _____

Use of Premises: General office and business use

Utilities: Included in membership fees

3rd Floor

Chris Beabe
Nexus Media Group
11/30/18

CoVenture
Summary of Membership Agreement and
Terms and Conditions Regarding Use of Premises

Building: 201 Main Street Carbondale, CO

Premises: Suites 101, 102, 303, and 304
(and other suites as may be added)

Membership Term: Monthly, beginning on the date of the Agreement

Term Commencement Date: February 1, 2019

Monthly Membership Fee

\$250 Each Flex Desk	
\$300 Each Shared Dedicated Work Space	
\$350 Each Dedicated Desk	× ← → \$2150
\$500 Each Dedicated Office	
Total \$	

Security Deposit:

\$250 Each Flex Desk	
\$300 Each Shared Dedicated Work Space	
\$350 Each Dedicated Desk	
\$500 Each Dedicated Office	
Total \$	

Use of Premises: General office and business use

Utilities: Included in membership fees

3rd Floor

[Handwritten Signature]
1/20/18

CoVenture
Summary of Membership Agreement and
Terms and Conditions Regarding Use of Premises

Building: 201 Main Street Carbondale, CO

Premises: Suites 101, 102, 303, and 304
(and other suites as may be added)

Membership Term: Monthly, beginning on the date of the Agreement

Term Commencement Date: February 1, 2019

Monthly Membership Fee: \$250 Each Flex Desk
\$300 Each Shared Dedicated Work Space
\$350 Each Dedicated Desk
2x ~~\$500~~ Each Dedicated Office
Total \$ 1000

Security Deposit: \$250 Each Flex Desk
\$300 Each Shared Dedicated Work Space
\$350 Each Dedicated Desk
\$500 Each Dedicated Office
Total \$

Use of Premises: General office and business use

Utilities: Included in membership fees

3rd Floor

Pat Canavan
product launch
11-27-18

CoVenture
Summary of Membership Agreement and
Terms and Conditions Regarding Use of Premises

Building: 201 Main Street Carbondale, CO

Premises: Suites 101, 102, 303, and 304
(and other suites as may be added)

Membership Term: Monthly, beginning on the date of the Agreement

Term Commencement Date: February 1, 2019

Monthly Membership Fee: \$250 Each Flex Desk
\$300 Each Shared Dedicated Work Space
\$350 Each Dedicated Desk
\$500 Each Dedicated Office *x 2*
Total \$ 1000

Security Deposit: \$250 Each Flex Desk
\$300 Each Shared Dedicated Work Space
\$350 Each Dedicated Desk
\$500 Each Dedicated Office
Total \$

Use of Premises: General office and business use

Utilities: Included in membership fees

3rd floor

John Penin
11/28/18

Emails of Membership Intent for COVENTURE 2019

From: Steve Lee <82steve@comcast.net>
Date: Mon, Dec 3, 2018 at 11:57 AM
Subject: RE: Please REPLY: GlenX New Space Interest Confirmation

Hi Jonathan,

I'm in for COVENTURE 2019, __ Steve Lee, Aquafoil Technologies, LLC - (970) 379 6431

I meet with Michael at new space last Friday.
Best,
Steve

~~#2~~ FLEX-DEJK #1

From: Robert Lasater <robert@in8sync.com>
Date: Sun, Dec 2, 2018 at 8:34 PM
Subject: Re: Please REPLY: GlenX New Space Interest Confirmation

I'm in for COVENTURE 2019, Robert Lasater, In8Sync, LLC.

Sincerely,

Robert Lasater
In8 - Business Analyst
(435) 210-4639
robert@in8sync.com
in8sync.com



From: Colin Cares (RRC) <colin@rrcassociates.com>
Date: Mon, Dec 3, 2018 at 9:02 AM
Subject: RE: Please REPLY: GlenX New Space Interest Confirmation

I'm in for COVENTURE 2019.

Name: Colin Cares
Company: RRC Associates

Thanks!

From: Alan Cole <alan@moderndaymedia.net>
Date: Mon, Dec 3, 2018 at 9:13 AM
Subject: Re: Please REPLY: GlenX New Space Interest Confirmation

I'm in for COVENTURE 2019, Modern Day Media!

Alan Cole
Owner
Modern Day Media
(970) 618-7690
www.moderndaymedia.net

From: Matt Buchanan <mattbuchanan23@gmail.com>
Date: Thu, Nov 29, 2018 at 1:16 PM
Subject: Re: NEED REPLY: GlenX New Space Interest Confirmation

Matt Buchanan with Service Direct and I'm in for 2019 and beyond!

FLEX-DEJK #2

Master's Candidate
Environmental Management
Sustainable Resilient Communities
Western Colorado University

337.215.1401

From: Andrea Orrego <andrea_orregoh@hotmail.com>
Date: Thu, Nov 29, 2018 at 1:57 PM
Subject: Re: NEED REPLY: GlenX New Space Interest Confirmation

I'm in for COVENTURE 2019, 0110 Atelier, LLC



Andrea Orrego
CEO / Founder Atelier Home Design App

p: [9703152172](tel:9703152172)
w: atelier-app.com



From: Thomas Morgan <morgan@andrusmorgan.com>
Date: Thu, Nov 29, 2018 at 2:02 PM
Subject: Re: NEED REPLY: GlenX New Space Interest Confirmation

I'm in for COVENTURE 2019

.....
Thomas Morgan, CCIM
Andrus & Morgan Co.
[970-618-4086](tel:970-618-4086)
www.andrusmorgan.com

Flex Desk #3

From: JEI <andrew_childress@journeysendinc.com>
Date: Thu, Nov 29, 2018 at 2:49 PM
Subject: Re: NEED REPLY: GlenX New Space Interest Confirmation

I'm in for Coventure 2019, Andrew Childress - Journey's End Inc.

Andrew

From: Ian Edlind <ian.edlind@gmail.com>
Date: Thu, Nov 29, 2018 at 4:38 PM
Subject: Re: NEED REPLY: GlenX New Space Interest Confirmation

I'm in for COVENTURE 2019, Ian Edlind, a remote worker for Bookkeeping Express.

I'll be interested in that \$20/month early bird promo.

From: Paige Slaughter <paige@fruitionstudio.com>
Date: Fri, Nov 30, 2018 at 8:59 AM

From: George Wear <ghwater@sopris.net>
Date: Thu, Nov 29, 2018 at 1:25 PM
Subject: RE: NEED REPLY: GlenX New Space Interest Confirmation

I'm in for COVENTURE 2019, George Wear, George Wear Consulting LLC., [970-274-2466](tel:970-274-2466).

George Wear
[970-274-2466](tel:970-274-2466)
ghwater@sopris.net

From: Cat Bode <cat.bode@techstars.com>
Date: Thu, Nov 29, 2018 at 1:34 PM
Subject: Re: NEED REPLY: GlenX New Space Interest Confirmation

I'm in for Coventure 2019, first option likely.
Cat Bode / Techstars

Thanks!

From: Travis Beery <travis@stratusgroup.net>
Date: Thu, Nov 29, 2018 at 1:37 PM
Subject: Re: NEED REPLY: GlenX New Space Interest Confirmation

"I'm in for COVENTURE 2019, Travis Beery / Stratus Group LLC

Thanks!
Travis Beery

Partner //// Stratus Group
Mobile //// [970-615-0631](tel:970-615-0631)

From: <laura.merino@originoutside.com>
Date: Thu, Nov 29, 2018 at 1:37 PM
Subject: Re: NEED REPLY: GlenX New Space Interest Confirmation

I'm in for CONVENTURE 2019, Laura Merino and Origin.

Laura Merino
Account Director & Strategist

Origin
[186 Cherokee Lane](https://www.originoutside.com), Carbondale, Colorado 81623
C. [617-372-3996](tel:617-372-3996)

[@originoutside](#) • [Facebook](#) • [2018 Demo Reel](#) • originoutside.com

From: Genevieve Villamizar <goodjuju2016@gmail.com>
Date: Thu, Nov 29, 2018 at 1:45 PM
Subject: Re: NEED REPLY: GlenX New Space Interest Confirmation

I'm in for CoVenture 2019, for all the businesses in my signature below.

Genevieve J. Villamizar
Publisher | Editor
[Bonedale | Amplified Magazine](#)
Salt + Dirt | Outside Design [portfolio](#)
Freelance Creative Fiction [portfolio](#)

flex desk #14

Subject: Re: NEED REPLY: GlenX New Space Interest Confirmation

I'm in for COVENTURE 2019, Paige Slaughter, Fruition Studio

I'd love to sign up for the Early Bird Membership. I'm not sure which one yet, but please keep my in the loop for sign-up period. [650-787-8707](tel:650-787-8707)

Love and be well,
Paige

Paige Slaughter, Fruition Studio

Regular office hours: M-F 9am-4pm MST

FruitionStudio.com | [\(650\) 787-8707](tel:650-787-8707) | paige@fruitionstudio.com

[Subscribe to my newsletter](#)

From: Kendall Williams <kendall.daomgmt@gmail.com>

Date: Fri, Nov 30, 2018 at 3:25 PM

Subject: Re: NEED REPLY: GlenX New Space Interest Confirmation

Hi Jonathan - "I'm in for COVENTURE 2019, my name is Kendall Williams and I am the owner of DAO Mgmt., LLC a blockchain enterprise management and consulting business domiciled in Carbondale. I am very supportive of COVENTURE and yours and others efforts to develop the IT community here in the valley.

Please keep me posted as things develop and events are happening. I look forward to taking part.

All the best,

Flex Desk #5

From: kate schwerin <kateschwerin@yahoo.com>

Date: Fri, Nov 30, 2018 at 2:59 PM

Subject: Re: NEED REPLY: GlenX New Space Interest Confirmation

"I'm in for COVENTURE 2019, __kate Schwerin and company you work for myself"

Count me in. Especially if I get a discount ;)

Depending on price I would probably like to split a permanent desk with someone.

From: Jonathan Stokely <help@semicolonid.com>

Date: Mon, Dec 3, 2018 at 7:56 PM

Subject: Re: NEED REPLY: GlenX New Space Interest Confirmation

I am in for Coventure 2019, am self employed, and can be reached at 417-689-4329.

Hope you are well,

- Jonathan

From: Soul Monkey Surf <shredelectric@gmail.com>

Date: Mon, Dec 3, 2018 at 11:15 AM

Subject: I'm in for COVENTURE 2019

Please add my name and Company to the list!

Chris Karol

Soul Monkey

Flex Desk #6

CoVenture
Membership Agreement and
Terms and Conditions Regarding Use of Premises

This Membership Agreement and Terms & Conditions Regarding Use of Premises (“Agreement”) is entered into by and between Social Bridge, a Colorado non-profit corporation doing business as Coventure (“CoVenture”), and the undersigned member (“Member”). CoVenture and Member are referred to in this Agreement together as the “Parties,” or individually as a “Party.”

1. **Premises:** This Agreement concerns the premises located at 201 Main Street, Carbondale, Colorado, Suites 101, 102, 303, and 304, and other suites that may be added (“Premises”).

2. **Description of Services:** In accordance with this Agreement, CoVenture will provide Member with access to the Premises, including office space, workstations, internet access, office equipment, conference space, private phone booths, knowledge resources, utilities, and other services as CoVenture may offer from time to time.

3. **Membership Levels:** Member hereby agrees to join CoVenture as a member at the following membership level (check one or more):
 - Monthly Flex Desk:** CoVenture will provide Member with a desk to use on a monthly basis, at the rate of \$250 per month. Flex desks are available on a “first come, first serve” basis. The flex desk option allows members to chose between a variety of available desks. Each flex desk option requires a security deposit in the amount of \$250.
Number: _____

 - Shared Dedicated Work Space:** CoVenture will provide Member with a shared work station, which will be shared with other CoVenture Members, at the rate of \$300 per month. Each shared work station option requires a security deposit in the amount of \$300.
Number: _____

 - Dedicated Desk:** CoVenture will provide Member with a dedicated desk to be used exclusively by Member, at the rate of \$350 per month. Each dedicated desk requires a security deposit in the amount of \$350.
Number: _____

 - Dedicated Office:** CoVenture will provide Member with a dedicated office to be used exclusively by Member, at the rate of \$500 per month. Each dedicated office requires a security deposit in the amount of \$500.
Number: _____

4. **Payments.** Payments are due monthly. Any payments received by Member more than five (5) days after the due date will incur a 10% late fee. CoVenture may terminate any membership that is past due by more than ten (10) days .
5. **Security Deposit:** A security deposit is due upon signing. Member's security deposit will be returned, less any damages, within thirty (30) days after the membership is terminated unless the membership is terminated due to a breach of this Agreement by Member. If the membership is terminated by CoVenture due to Member's breach of this Agreement, CoVenture will retain Member's security deposit as liquidated damages, which the Parties expressly agree are reasonable.
6. **Use of services.** Member agrees that, when participating in or using the Premises and/or Services, Member will not:
 - A. Use the Premises or Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, spimming or any duplicative or unsolicited message (commercial or otherwise);
 - B. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
 - C. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through CoVenture servers or bandwidth;
 - D. Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless Member owns or controls the rights thereto or has received all necessary consent to do the same;
 - E. Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
 - F. Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
 - G. Download any file(s) that Member knows, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
 - H. Restrict or inhibit any other user from using and enjoying the Services;
 - I. Violate any code of conduct or other guidelines which may be applicable for any particular Service;
 - J. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
 - K. Violate any applicable laws or regulations;
 - L. Create a false identity for the purpose of misleading others;

- M. Obstruct any entranceway, create any circumstances of disrepair or damage any CoVenture Property or Premises;
 - N. Bring any pets onto the Premises, unless Member has a specific visual or medical necessity;
 - O. Use cellular phones or other communication devices in a manner that will be disruptive to other members. In the interests of maintaining a peaceful environment, CoVenture requests that all members, guests, and clients turn their phones to vibrate while in the Premises. We also ask that Member use a headphone, phone booth areas or meeting room for calls longer than three minutes;
 - P. Otherwise violate the Member Agreement;
 - Q. Otherwise exceed the usage limitations in relation to the shared conference space, as established by CoVenture. All monthly allotments of conference space usage included with memberships, as well as purchases of additional usage, are subject to availability of the conference space. Unused time does not roll over or accrue from month to month.
7. **No Unlawful or Prohibited Use:** Member shall not use the Premises or Services for any purpose that is unlawful or prohibited by this Agreement or other terms, conditions, policies and/or notices provided by CoVenture. Member shall not use the Services in any manner that could damage, disable, overburden, or impair any CoVenture server, or the network(s) connected to any CoVenture server, or interfere with any other party's use and enjoyment of any Services. Member shall not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any CoVenture server or to any of the Services, through hacking, password mining or any other means. Member shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.
8. **CoVenture's Required Disclosures.** CoVenture reserves the right at all times to disclose any information about Member and/or Member's participation in and use of the Services as CoVenture deems necessary to satisfy any applicable law, regulation, legal process or governmental request, including, but not limited to, grant applications, or to edit, refuse to post or to remove any information or materials, in whole or in part, in CoVenture's sole discretion.
9. **Confidentiality.**
- A. Member acknowledges and agrees that during Member's participation in and use of the Services Member may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by CoVenture or any participant or user of the Services, or any employee, affiliate, or agent thereof, that is nonpublic, confidential or proprietary in nature. Confidential Information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of CoVenture, any analyses, compilations, studies or other documents prepared by CoVenture or otherwise derived in any manner from the Confidential Information and any information that Member

is obligated to keep confidential or know or have reason to know should be treated as confidential.

- B. Member's participation in and/or use of the Services obligates Member to:
 - i. Maintain all Confidential Information in strict confidence;
 - ii. Not disclose Confidential Information to any third parties;
 - iii. Not use Confidential Information in any way directly or indirectly detrimental to CoVenture or any participant or user of the Services.

- C. All Confidential Information remains the sole and exclusive property of CoVenture or the respective disclosing party. Member acknowledges and agrees that nothing in this Agreement, or Member's participation or use of the Services, will be construed as granting any rights to Member, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of CoVenture or any participant or user of the Services.

10. **Participation In or Use of Services.** Member acknowledges that Member is participating in and/or using the Services of Member's own free will and decision. Member acknowledges that CoVenture does not have any liability with respect to Member's access, participation in, use of the Services, or any loss of information resulting from such participation or use.

11. **Disclaimer of Warranties.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COVENTURE PROVIDES THE PREMISES AND SERVICES "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIMS WITH RESPECT TO THE SERVICES ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) WARRANTIES, DUTIES OR CONDITIONS OF OR RELATED TO: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT AND LACK OF NEGLIGENCE. ALSO, THERE IS NO WARRANTY, DUTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT CONCERNING ANY USE OF THE SERVICES. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF PARTICIPATION IN OR THE USE OF, THE SERVICES, REMAINS WITH MEMBER.

12. **Exclusion of Incidental, Consequential and Certain Other Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COVENTURE OR ITS SUBSIDIARIES (WHETHER OR NOT WHOLLY-OWNED), AFFILIATES, DIVISIONS, AND THEIR PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SHAREHOLDERS, MEMBERS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS, JOINTLY AND INDIVIDUALLY BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE), NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE PARTICIPATION IN OR INABILITY

TO PARTICIPATE IN OR USE OF THE SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF COVENTURE, AND EVEN IF COVENTURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. **Limitation of Liability and Remedies.** NOTWITHSTANDING ANY DAMAGES THAT MEMBER MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF COVENTURE OR ITS SUBSIDIARIES (WHETHER OR NOT WHOLLY-OWNED), AFFILIATES, DIVISIONS, AND THEIR PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SHAREHOLDERS, MEMBERS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS UNDER ANY PROVISION OF THIS AGREEMENT AND MEMBER'S EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY MEMBER BASED ON REASONABLE RELIANCE UP TO TWO HUNDRED NINETY-NINE DOLLARS (USD \$299.00). THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS (INCLUDING SECTIONS 12 AND 13 ABOVE) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.
14. **Termination.** CoVenture reserves the right to terminate any Service at any time. CoVenture further reserves the right to terminate Member's participation in and use of any Services, immediately and without notice, if Member fails to comply with this Agreement. Member may terminate this agreement by providing thirty (30) days written notice to CoVenture. MEMBER EXPRESSLY ACKNOWLEDGES AND AGREES THAT NEITHER THE SERVICES PROVIDED BY COVENTURE NOR THIS AGREEMENT SHALL IN ANY MANNER CONSTITUTE A LANDLORD/TENANT RELATIONSHIP. Upon termination, Member agrees to immediately remove any and all of Member's personal property from the Premises.
15. **Indemnification.** Member hereby releases, and hereby agrees to indemnify, defend and save harmless CoVenture and CoVenture's subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorney's fees), judgments, fines and penalties based upon or arising out of Member's negligent actions, errors and omissions, willful misconduct and/or fraud in connection with the participation in or use of the Services.
16. **Insurance.** As required by the owner of the Premises, CoVenture carries Liability and Business Personal Property insurance. It is strongly suggested that Members carry an insurance policy to cover their own equipment and personal property while using the Premises. That policy may cover Member's current residence/office, as well as the Premises of CoVenture.

17. **Additional General Terms.** By signing this Agreement, Member agrees to the following additional general terms and conditions of membership:

- A. Member shall not place anything, or allow anything to be placed, in the common areas, in any, or near the glass or any window, door, partition or wall which may in CoVenture's judgment, appear unsightly from the common areas or from the outside of the building in which the Premises are situated ("Building").
- B. The sidewalks, halls, passages, exits, entrances, and stairways shall not be obstructed or used for any purposes other than for ingress to and egress from the Premises. The halls, passages, exits, entrances, stairways, etc., are not for the use of the general public and CoVenture shall, in all cases, retain the right to control and prevent access thereto by all persons whose presence in the judgment of CoVenture, reasonably exercised, shall be prejudicial to the safety, character, reputation and interests of the Building. Neither Member nor its employees nor invitees shall go upon the roof of the Buildings.
- C. 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 substance of any kind whatsoever shall be thrown therein, and to the extent caused by Member or Member's employees or invitees, the expense of any breakage, stoppage or damage resulting from the violation of this norm shall be born by Member.
- D. Member shall not cause any unnecessary janitorial labor or services by reason of Member's carelessness or indifference in the preservation of good order and cleanliness.
- E. No cooking shall be done or permitted on the Premises, nor shall the Premises be used for lodging (the use of a coffee maker and microwave are, however, permitted uses).
- F. Member shall not bring upon, use or keep in the Premises or the Building, any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by CoVenture.
- G. CoVenture shall have sole power to direct electricians to where and how telephone and other wires are to be introduced. No boring or cutting of wires is to be allowed without the consent of CoVenture. The locations of telephones, call boxes and other office equipment affixed to the Premises are determined by CoVenture, in its sole discretion. Note: CoVenture is a WIRELESS Facility. No network or phone lines will be run for Member's space. Wireless adaption software/hardware is available for purchase either via CoVenture or third party vendors.
- H. Upon the termination of Services, Member shall deliver to CoVenture all keys and passes for offices, rooms, and toilet rooms which shall have been furnished to Member. In the event of the loss of any keys so furnished, Member shall pay CoVenture therefore. Member shall not make, or cause to be made, any such keys, Member shall order all such keys solely from CoVenture and Member shall pay CoVenture for any additional such keys over and above the set(s) of keys originally furnished by CoVenture.
- I. Member shall not install linoleum, tile, carpet or other floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by CoVenture.

- J. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the stairways, except between such hours and in such stairways as shall be designated by CoVenture.
- K. When accessing the Building after hours, Member shall cause all doors to the Premises to be closed and securely locked before leaving the Building.
- L. Without the prior written consent of CoVenture, Member shall not use the name of the Building or any picture of the Building in connection with, or in promoting or advertising Member's business, except Member may use the address of the Building as the address of Member's business.
- M. Member shall cooperate fully with CoVenture to assure the most effective operation of the Premises' or the Building's heat and air conditioning, and shall refrain from attempting to adjust any controls.
- N. Except for CoVenture's gross negligence, Member assumes full responsibility for protecting the Premises from theft, robbery, and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured.
- O. Except with the prior written consent of CoVenture, Member shall not sell or cause to be sold any items or services at retail in or from the Premises, nor shall Member carry on or permit or allow any employee or person to carry on the business of machine copying, stenography, typewriting or similar business in or from the Premises for the service or accommodation of occupants of any other portion of the Building without written consent of CoVenture.
- P. Member shall not conduct any auction nor permit any fire or bankruptcy sale to be held on the Premises, nor store goods, wares or merchandise on the Premises. Member shall not allow any vending machines on the Premises without CoVenture's prior consent.
- Q. All freight must be moved into, within and out of the Building under the supervision of CoVenture and according to such regulations as may be promulgated by CoVenture. All moving of furniture or equipment into, within or out of the Building by Member shall be done at such time and in such manner as directed by CoVenture or its agent. In no cases shall items of freight, furniture, fixtures or equipment be moved into or out of the Building or in any common area during such hours as are normally considered rush hours to an office building; i.e., 8:30-9:30 A.M., 11:00 A.M.-1:00 P.M. and 4:00-6:30 P.M.
- R. On Weekends, federally observed holidays and on other days during certain hours for which the Building may be closed after normal business hours, access to the Building or to halls, corridors, elevators, stairwells will be controlled by CoVenture through the use of a card key system. This system will verify any and all persons seeking access to the Building through the use of proper identification to determine if they have rights of access to the Premises. CoVenture shall in no case be liable for damages wherein admission to the Building has not been granted during abnormal hours by reason of Member's failure to be properly identify through the use of a card-key, or through the failure of the Building to be unlocked and open for access by Member, Member's employees and general public. Nothing contained herein shall obligate CoVenture to provide such card key system or to make CoVenture

liable for any act or omission or failure of such system and the card keys which may be provided.

- S. Member shall not change locks or install other locks on doors without the prior written consent of CoVenture.
- T. Member shall give prompt notice to CoVenture of any accidents to or defects in plumbing, electrical fixtures or heating apparatus which are reasonably known to Member so the same may be attended to properly.
- U. CoVenture shall have the power to prescribe the weight and position of safes or other objects which shall, if considered necessary by CoVenture, be required to be supported by such additional materials placed on the floor as CoVenture may direct, and at Member's expense. In no event can these items exceed a weight for which the floor is designed.
- V. Internet Policy: Wireless access to The Internet is provided during Member's membership. Service interruptions, if they occur, will be handled as promptly as possible. CoVenture is not responsible for any data, business or other losses as a result of such interruptions. Member is responsible to protect Member's own computer and data from electrical surges, theft, virus, or other malicious attack. Unless otherwise set forth by CoVenture in writing, Member is receiving a single user account solely for Member's use of the Services through one unit per login session. Member agrees not to resell any aspect of the Service, whether for profit or otherwise, share Member's IP address or ISP Internet connection with anyone, access the Service simultaneously through multiple units or to authorize any other individual or entity to use the Service. Member agrees that sharing the Service with another party breaches this Agreement and may constitute fraud or theft, for which CoVenture reserve all rights and remedies. Member has no proprietary or ownership rights to a specific IP or other address, log-in name, or password that Member uses on CoVenture's network. CoVenture may change Member's address, log-in name or password at any time. CoVenture will assign Member an IP address each time Member accesses the Service, and it will vary. Member may not assign Member's log-in name, password or IP address to any other person. Member agrees not to use the Service, any CoVenture or related network or website for any fraudulent, unlawful, harassing or abusive purpose, or so as to damage or cause risk to our business, reputation, employees, subscribers, facilities, or to any person. Improper uses include, but are not limited to:
 - i. violating any applicable law or regulation;
 - ii. Posting or transmitting content Member does not have the right to post or transmit;
 - iii. Posting or transmitting content that infringes a third party's trademark, patent, trade secret, copyright, publicity, privacy, or other right;
 - iv. Posting or transmitting content that is unlawful, untrue, stalking, harassing, libelous, defamatory, abusive, tortious, threatening, obscene, hateful, harmful or otherwise objectionable as determined in our sole discretion;
 - v. Attempting to intercept, collect or store data about third parties without their knowledge or consent;
 - vi. Deleting, tampering with or revising any material posted by any other person or entity;

- vii. Accessing, tampering with or using non-public areas of the Service or any CoVenture or related website, computer systems or network;
 - viii. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
 - ix. Attempting to access or search the Service or any CoVenture or related network or website with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by CoVenture or other generally available third party web browser;
 - x. Sending unsolicited messages, including without limitation, promotions or advertisements for products or services, "pyramid schemes", "spam", "chain mail" or "junk mail";
 - xi. Using the Service or any CoVenture or related website or network to send altered, deceptive or false source-identifying information;
 - xii. Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service or any CoVenture or related website or network;
 - xiii. Interfering or attempting to interfere with the access of any user, host or network, including without limitation, sending a "virus" to the Service or any CoVenture or related website or network, overloading, "flooding," "spamming," "crashing," or "mailbombing" the Service or any CoVenture or related website or network; or
 - xiv. Impersonating or misrepresenting Member's affiliation with any person or entity. If CoVenture suspects violations of any of the above, CoVenture will investigate and may institute legal action, immediately deactivate Service to any account without prior notice to Member, and cooperate with law enforcement authorities in bringing legal proceedings against violators. Member agrees to reasonably cooperate with CoVenture in investigating suspected violations.
- W. Member shall not install, maintain or otherwise locate at CoVenture any computer server of any kind, whether hardware or software without written permission from CoVenture.

18. Dispute Resolution.

- A. **Governing Law.** This Agreement shall be interpreted and governed in accordance with the laws of the State of Colorado. Member irrevocably consents to the jurisdiction of the Garfield County courts.
- B. **Mediation and Mandatory Binding Arbitration.**
 - i. If a dispute arises from or related to this Agreement, or the breach thereof, either Member or Coventure may refer the request to mediation by providing written notice to the other Party. Within thirty (30) days of the receipt of such written request, the Parties shall select a trained and impartial mediator with experience in business issues. If the Parties are unable to agree to a mediator, the Judicial Arbitrator Group shall appoint a mediator to mediate the dispute. The Parties agree to and shall mediate a dispute prior to taking legal action. Each Party shall pay 50% of any and all mediation costs and fees.

- ii. If the Parties are unable to resolve a dispute arising from or related to this Agreement, or the breach thereof through mediation within sixty (60) days, any remaining controversy or claim arising from or related to this Agreement, or the breach thereof, will be settled by final and binding arbitration in accordance with the Colorado Arbitration Act, Colorado Revised Statutes, Section 13-22-201 *et. seq.* Such arbitration shall be administered by a mutually agreed upon arbiter or an arbiter appointed by the Judicial Arbiter Group. The Arbitrator shall award fees and costs, including attorneys' fees, to the prevailing Party.
- iii. Nothing herein shall prevent CoVenture from seeking injunctive relief from any court having jurisdiction in the event that CoVenture is faced with immediate or irreparable resulting from any actions or negligence of Member.

19. **Miscellaneous.**

- A. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained therein, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties pertaining to such subject matter.
- B. **Severability.** In the event that any provision or portion of this Agreement is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.
- C. **Waivers.** No waiver shall be binding on CoVenture unless executed in writing by an authorized representative of CoVenture.
- D. **Successors and Assigns.** This Agreement shall be binding on Member's heirs, legal representative, successors and assigns.
- E. **No Assignment.** In no event may Member assign in whole or in part Member's membership or use of the Services, without the advance written consent of CoVenture.
- F. **Notice.** All notices, requests, demands or other communications for which this Agreement provides shall be in writing and shall be addressed at the following addresses: If to CoVenture: CoVenture, Mike Lowe, 201 Main Street, Ste. 301, Carbondale, CO 81623, with a copy to: Kelcey Nichols, 201 Main Street, Ste. 301, Carbondale, CO 81623. If to Member: At the address set forth in this Agreement, or such other address as any party may designate in writing. All notices under this Agreement shall be effective: (a) forty-eight (48) hours after deposit in the U.S. Mail, postage prepaid, registered or certified mail, return receipt requested; (b) Upon delivery, if delivered in person to the address set forth above; or (c) upon delivery, if sent by commercial express service, such as Federal Express, except that notices of change of address shall be effective upon receipt.

20. **Representations, Warranties, and Covenants.** The Parties represent, warrant and covenant as follows:

- A. This Agreement is the result of negotiations between Parties who have equal access to information concerning this transaction;
- B. They have obtained, or have had adequate opportunity to obtain, legal advice concerning the meaning and effect of this Agreement and they have had sufficient time to consider the meaning and effect of this Agreement;
- C. They are fully aware and clearly understand all of the terms and provisions contained in this Agreement and voluntarily accept those terms and provisions.

AGREED TO BY:

COVENTURE

By: _____ Date _____

MEMBER

Date _____

Name

Address

City, State Zip

E-mail

Phone

OFFICE SUITE LEASE

THIS LEASE is made and effective between Spruce Management 201 Main LLC, a Colorado limited liability company ("Landlord"), and Social Bridge d/b/a CoVenture, a Colorado non-profit corporation ("Tenant"), who hereby agree as follows:

Basic Lease Terms and Definitions

Building:	201 Main Street Carbondale, CO
Premises:	Suites 101 (partial), 102 (partial), 303, and 304
Term:	Through December 31, 2019 with options to extend
Term Commencement Date:	February 1, 2019
Monthly Base Rent:	\$5,000 per month
Lease Rent Commencement Date:	February 1, 2019
Renewal Options:	Two options to renew for two five (5) year term
Tenant Finish:	Premises leased in "As-Is" condition
Signage:	Landlord to provide standard building directory and suite signage
Security Deposit:	Not required
Use of Premises:	General office, business and co-working space use
Building Operations:	Tenant has 24 hour access and use
Utilities/Services Supplied by Landlord:	If marked in the box below, services are supplied by Landlord or the Building Condominium Association. Tenant shall pay an additional \$1,000 per month for utilities.

x	Electricity	x	Common Area Restroom Supplies
x	Gas	x	Trash Service
x	HVAC & Preventative Maintenance	x	Lights, tubes, ballast and replacements thereof- Common Area only
x	Window washing	x	Elevator Service
x	Janitorial -Common Area	x	Janitorial -Premises

LEASE

1. LEASE OF PREMISES. Subject to the covenants and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, that certain office space located at the 201 Main Street, Suite 101 (partial), 102 (partial), 303, and 304, Carbondale, CO 81623 (the "Premises") County of Garfield, State of Colorado, together with the right of ingress and egress and the non-exclusive use of all common areas. The Premises are located within the Building, as defined above. The common areas shall include all areas outside of the Premises upon the real property upon which the Building is located designated for common use by Landlord, Tenant and any other tenants in the Building, which may include, without limitation, public entrances, mailboxes, lobbies and rest rooms, elevators, stairways and access ways, common pipes, conduits, wires and appurtenant equipment serving the Building, trash areas, roadways, sidewalks, walkways, driveways and landscaped areas and other generally understood public or common areas (the "Common Areas"). Landlord and/or the Spruce Professional Building Condominium Association, Inc. ("BCA") shall have the right to regulate or restrict the use of the Common Areas.

2. USE OF PREMISES. The Premises shall be used for coworking space, general office purposes and for no other purposes without the prior written consent of Landlord. Tenant and its employees, agents, customers and invitees shall at all times fully comply with all (i) zoning, building code, fire code and other laws, ordinances, regulations and public requirements, and (ii) all reasonable rules and regulations adopted by Landlord or the Property Manager for the Building, which may be changed from time to time. In no event shall Tenant, its employees, agents, customers or invitees, use the Premises for any illegal activity. The Premises shall not be used for any retail business or other business which caters to the general public or which would cause an unusual amount of vehicular or pedestrian traffic through or at the Building, or which would cause a substantial increase in usage of the Common Areas (as defined herein), including the elevators and hallways of the Building. Tenant shall store no items outside the Premises. Tenant shall not, without the written consent of Landlord, use any apparatus or device in the Premises which consumes more electricity than is usually furnished or supplied for use of the Premises as general office space, as determined by Landlord. If Landlord experiences an increase in insurance premiums due to Tenant's use of the Premises, then Tenant shall pay to Landlord the amount of the increase, on demand, as Additional Rent hereunder. Tenant shall not create or permit any nuisance or waste, or interfere with other Tenants in their enjoyment of their Premises or interfere with Landlord in the maintenance and operation of the Building. Tenant shall obtain all necessary licensing and registrations for its use and operation of the Premises, and shall pay when due all applicable license and registration fees. Landlord shall have no responsibility whatsoever for obtaining or paying for the same. Tenant shall defend and indemnify Landlord from any liability or expense resulting from Tenant's failure to comply with the terms of this Section.

3. TERM. The Term of this Lease (the "Term") is for eleven (11) months, commencing on the 1st day of February, 2019 and ending on the 31st day of December 2019. Landlord and Tenant shall agree upon the terms for two (2) 5-year extensions on or before December 31, 2019.

4. RENT PAYMENTS. Rent. Tenant shall pay to Landlord \$60,000.00 as rent for each year of the Lease Term, payable in monthly installments, pro-rated monthly. Any fractional month shall be prorated and paid on a per diem basis calculated on the basis of a thirty day month. All monthly rent installments shall be due on the first day of each month during the Term. The amount of each monthly rent installment shall be as follows:

Months 1 through 11 \$5,000.00

Each monthly installment is due and payable in advance without notice or demand at Landlord's above stated address, or at any other place Landlord designates in writing.

(b) Utilities. Landlord shall pay all utilities except internet and/or phone service. Tenant is exclusively responsible for internet and/or phone service.

(c) Late Charges. Any rent payments received by Landlord more than ten (10) days late shall bear interest at the rate of six percent (6%) per annum from the dates they are due until the dates they are paid.

(d) Where Rent Paid. Base Rent, and all other rent or other payments to be paid by Tenant hereunder shall be paid to Landlord at the address set forth on the signature page of this Lease.

(e) No Deductions. Rent payable hereunder shall be paid promptly and in full. So long as Landlord is not in breach of this Lease Agreement, Tenant shall not be entitled to make or claim any deductions or set-offs to any rent payments owing hereunder for any reason whatsoever, unless the same is expressly authorized in this Lease or by a writing signed by Landlord.

5. SECURITY DEPOSIT. Landlord does not require a security deposit.

6. POSSESSION. Landlord shall grant continued possession of the Premises at the beginning of the Term.

7. PROPERTY INSURANCE. Tenant shall comply with all insurance regulations so that reasonably low property damage, including loss of rent and liability insurance rates may be obtained; and nothing shall be done or kept in or on the Premises by Tenant which shall cause an increase in the premium for any such insurance on the Premises or on any building of which the Premises are a part or on any improvements located therein, over such reasonably low rate or which shall cause cancellation or make void any such insurance. Tenant shall maintain, at all times during the Term, adequate insurance on its personal property used, stored or kept in the premises, including furniture, fixtures and equipment, to allow the replacement of all such personal property in the event of a loss. Tenant shall maintain public liability insurance insuring Landlord and Landlord's agents, as their interest may appear, against all claims, demands, or actions for injury to or death in an amount of not less than one million dollars (\$1,000,000) arising out of any one occurrence, made by, or on behalf of any person, firm, or corporation, arising from, related to, or connected with the conduct and operation of Tenant's business, including, but not limited to, events on the Premises and anywhere upon the Property.

8. INDEMNITY. Tenant shall at all times indemnify, defend and hold Landlord harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Premises or to the Premises resulting from any act done or omission by or through Tenant, its agents, employees, invitees or any person on the Premises by reason of Tenant's use or occupancy or resulting from Tenant's non-use or possession of said property and any and all loss, cost, liability or expense resulting therefrom. Landlord shall at all times indemnify, defend and hold Tenant harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Premises resulting from any act done or omission by or through Landlord, its agents, employees, invitees, and for any breach of this Lease Agreement by Landlord.

9. ASSIGNMENT AND SUBLETTING. Except for use as a co-working space, Tenant shall not assign, transfer or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Landlord, in each and every instance.

Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms and provisions of this Lease.

10. SIGNS AND ADVERTISEMENTS. Landlord shall include Tenant on the standard building directory and provide standard suite signage for Tenant. Tenant shall not place upon nor permit to be placed upon any part of the Premises, any signs, billboards or advertisements what so ever, without the prior written consent of Landlord.

11. CONDITION OF PREMISES. Tenant acknowledges that it has inspected the Premises and, except as may be provided otherwise in this Lease, Tenant accepts the Premises in its present "AS-IS" condition. Landlord represents that it has notified Tenant in writing of any material defects related to the Premises, including hazardous or toxic substances, to which Landlord has actual knowledge. At the end of the Term, except for damage caused by fire or other perils, Tenant, at its expense, shall (a) surrender the Premises in the same or similar condition as existed at the time the Premises were accepted and possession taken by Tenant, subject to reasonable wear resulting from uses permitted hereunder, and further subject to Tenant's obligations stated in Paragraphs 12 and 14 herein; (b) have removed all of Tenant's property from the Premises; (c) have repaired any damage to the Premises caused by the removal of Tenant's property; and (d) leave the Premises free of trash and debris and the building in "broom clean" condition.

12. BUILDING SERVICES.

(a) Hours and Type of Services. Tenant shall have access to the Premises 24 hours per day. Landlord represents that the Spruce Building Condominium Association operates and maintains the Building during ordinary business hours, which are 8:00 a.m. to 6:00 p.m. Monday through Friday, and shall provide and maintain the following: (i) heat and air conditioning as appropriate (excluding dedicated computer or communications rooms), (ii) janitorial service, including window washing from time to time, (iii) passenger elevators for use in common with other Tenants (iv) light bulb replacement in the common areas, (v) electrical power sufficient for ordinary office use and office equipment; and (vi) maintenance of the Common Areas of the Building (defined as the entryway, building lobby, passenger elevators, common hallways, common restrooms and other areas of the building not designed for use by a single Tenant). Landlord shall not, however, be responsible for repair and maintenance of any such items if the damage has been caused by the actions or negligence of Tenant, its employees or invitees. In such case Tenant shall be responsible for the repair and maintenance of the damaged items or areas.

(b) Additional Building Services. If Tenant desires Building Services outside the parameters specified above or outside ordinary business hours as defined above, Landlord shall use reasonable efforts to supply the same if Tenant is not in default and if Landlord receives at least 24 hours' prior written notice from Tenant. Tenant shall promptly pay such reasonable charges as Landlord may determine which shall include a reasonable amount of overhead expenses and profit of Landlord.

13. PARKING UNITS. Tenant and Landlord acknowledge that Tenant is not entitled to use any of the parking spaces located within the Building and that parking spaces are not available or included in this Lease.

14. MAINTENANCE AND REPAIR BY LANDLORD AND TENANT. Except as may be caused by acts or negligence of Tenant, Landlord shall, at Landlord's sole cost and expense, by and through the Building Condominium Association maintain and keep in good repair the Common Areas, and the structural portions of the Building and Premises, including the foundations, bearing and exterior walls, sub-flooring, roof, and those portions of the electrical systems, plumbing systems and main sewer system that are furnished by

Landlord. Landlord shall be under no obligation, and shall not be liable for any failure to make any repairs until and unless Tenant notifies Landlord in writing that such repairs are necessary. Landlord shall have a reasonable time thereafter to make repairs. If such maintenance or repairs are necessitated in whole or in part by the act, neglect, fault or omission of Tenant, its agents, employees or invitees, Tenant shall pay to Landlord, as Additional Rent, the reasonable cost of such maintenance and repairs. Tenant shall, at its sole cost and expense, when and if needed, maintain and make all repairs and replacements to the Premises, and keep, maintain and preserve the Premises, including the sewage disposal and plumbing systems within the Premises in good condition, excepting ordinary wear and tear.

15. DAMAGE BY CASUALTY. If, during the Term or any Renewal Term, the Premises or the Building of which said Premises are a part shall be destroyed or so damaged by fire or other casualty as to become untenable, then in such event, at the option of Tenant or Landlord, this Lease shall terminate from the date of such damage or destruction. Either party shall exercise this option to so terminate this Lease by notice in writing delivered to the other party within thirty (30) days after such damage or destruction. Upon such notice, Tenant shall immediately surrender said Premises and all interest therein to Landlord and Tenant shall pay rent only to the time of such damage or destruction. If neither party elects to terminate this Lease, this Lease shall continue in full force and effect, and Landlord shall expeditiously repair the Premises, placing the same in as good a condition as they were at the time of the damage or destruction, and for that purpose, may enter said Premises. In that event rent shall abate in proportion to the extent and duration of untenability. If the Premises shall be slightly damaged by fire or other casualty, so as not to render the same untenable, then Landlord shall expeditiously repair the same and in that case the rent shall not abate.

16. PERSONAL PROPERTY. Landlord shall not be liable for any loss or damage to any merchandise, inventory, goods, furniture, fixtures, equipment, improvements or personal property of Tenant in or about the Premises.

17. ALTERATIONS. Tenant shall not make any alterations or additions in or to the Premises without the prior written consent of Landlord.

18. LEGAL REQUIREMENTS. Each party shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises, Building or the use thereof, and each party shall indemnify, defend and hold the other harmless from expense or damage resulting from failure to do so.

19. FIXTURES. Except for Tenant's personal property and trade fixtures, all structures, repairs, alterations, additions, improvements, installations and other non-trade fixtures installed or erected on the Premises, whether by or at the expense of Landlord or Tenant, shall belong to Landlord and shall remain on and be surrendered with the Premises at the expiration or termination of this Lease. However, Tenant remove Tenant's alterations or improvements prior to the expiration of this Lease and return the Premises to its original condition as specifically set forth in Paragraph 11 hereof.

20. EMINENT DOMAIN. Should all of the Premises be taken under the power of eminent domain or a conveyance in lieu thereof by any authority having the right of condemnation, or if a portion thereof is taken so that the Premises are unsuitable, in Tenant's reasonable opinion, for Tenant's use, then the term of this Lease shall terminate as of the date that title shall vest in the acquiring authority and the rent and other charges shall be adjusted as of the date of such taking. In such case, Landlord shall be entitled to the proceeds of the condemnation award made to Landlord. Nothing herein shall be construed to prevent Tenant from separately pursuing a claim against the condemning authority for its independent loss or damages to the extent available, provided, however, that no award made to or on behalf of Tenant shall

reduce, limit, or restrict the award to Landlord, and no allocation of Landlord's award in condemnation shall occur. Tenant shall have no claim against Landlord for the value of the unexpired term of this Lease. Should any part of the Premises be taken in the exercise of eminent domain or a conveyance in lieu thereof or in connection therewith, but not such as to render the Premises unsuitable for the operation of its business, this Lease shall continue on the same terms and conditions except that the description of the Premises or the real estate taken by right of eminent domain or a conveyance in lieu thereof or in connection therewith shall be modified to reflect such taking. In the event this Lease does not terminate by reason of such taking, the condemnation proceeds from the demised Premises will first be used to restore the Premises to a position of occupancy by the Tenant. The balance of such condemnation proceeds from the Premises, if any, shall belong to Landlord.

21. WAIVER OF SUBROGATION. As part of the consideration for this Lease, each of the parties hereby releases the other party from all liability for damage due to any act or neglect of the other party occasioned to property owned by said parties which is or might be incident to or the result of a fire or other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by intentional acts of either of the parties, and the parties further covenant that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

22. DEFAULT AND REMEDIES.

A. TENANT DEFAULT If: (a) Tenant fails to comply with any term, provision, condition or covenant of this Lease (with respect to rent payments, Tenant shall have a 30-day cure period); (b) Tenant deserts or vacates the Premises; (c) any petition is filed by or against Tenant under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; (d) Tenant becomes insolvent or makes a transfer in fraud of creditors; (e) Tenant makes an assignment for benefit of creditors; or (f) a receiver is appointed for Tenant or any of the assets of Tenant, then in any of such events, Tenant shall be in default and Landlord shall have the option to do any one or more of the following: upon thirty (30) days prior written notice, in addition to and not in limitation of any other remedy permitted by law, to enter upon the Premises either with or without process of law, and to expel, remove and put out Tenant or any other persons thereon, together with all personal property; and, Landlord may terminate this Lease or it may from time to time, without terminating this Lease, rent said Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change said Premises. At the option of Landlord, rents received by Landlord from such reletting shall be applied first to the payment of any indebtedness from Tenant to Landlord other than rent and additional rent due hereunder; second, to payment of any costs and expenses of such reletting, including, but not limited, attorney's fees, advertising fees and brokerage fees, and to the payment of any repairs, renovation, remodeling, redecorations, alterations and changes in the Premises; third, to the payment of rent and additional rent due and payable hereunder and interest thereon; and, if after applying said rentals there is any deficiency in the rent and additional rent and interest to be paid by Tenant under this Lease, Tenant shall pay any such deficiency to Landlord and such deficiency shall be calculated and collected by Landlord monthly. Landlord shall have the right and remedy to seek redress in the courts at any time to correct or remedy any default of Tenant by injunction or otherwise, without such resulting or being deemed a termination of this Lease, and Landlord, whether this Lease has been or is terminated or not, shall have the absolute right by court action or otherwise to collect any and all amounts of unpaid rent or unpaid additional rent or any other sums due from Tenant to Landlord under this Lease which were or are unpaid at the date of termination. If it is

necessary for Landlord to bring any action under this Lease, to consult with an attorney concerning or for the enforcement of any of Landlord's rights, then Tenant agrees in each and any such case to pay to Landlord, Landlord's reasonable attorney's fees. Said late charge shall be deemed additional rent, and the assessment or collection of same shall not limit or delay Landlord's pursuit of any remedy arising hereunder upon Tenant's default.

B. LANDLORD DEFAULT If Landlord fails to perform any covenant, condition, or agreement contained in this Lease within thirty (30) days after receipt of written notice from Tenant specifying such failure, or if such failure cannot reasonably be cured within thirty (30) days and Landlord does not commence to cure the failure within the thirty (30) days and remedy the failure within a commercially reasonable period thereafter, then such failure shall constitute a default hereunder and Landlord shall be liable to Tenant for any damages sustained by Tenant as a result of Landlord's default.

23. WAIVER. The rights and remedies of Landlord under this Lease, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by Landlord of any breach or default of Tenant shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default. It is agreed that the acceptance by Landlord of any installment of rent subsequent to the date the same should have been paid shall not alter the covenant and obligation of Tenant to pay subsequent installments of rent promptly upon the due date. Receipt by Landlord of partial payment after Tenant's default shall not be construed to be or constitute a cure of any such default. No receipt of money by Landlord before or after the termination of this Lease shall in any way reinstate, continue or extend the term above demised.

24. TOXIC OR HAZARDOUS MATERIALS. Except for ordinary and general office supplies, such as copier toner, liquid paper, glue, ink and common household cleaning materials stored, used and disposed of in compliance with all applicable laws and or regulations, Tenant shall not store, use or dispose of any toxic or hazardous materials in, on or about the Premises without the prior written consent of Landlord. Tenant, at its sole cost, shall comply with all laws relating to Tenant's storage, use and disposal of hazardous or toxic materials. Tenant shall be solely responsible for and shall defend, indemnify and hold Landlord, its agents and employees, harmless from and against all claims, costs and liabilities, including attorney's fees and costs, arising out of or in connection with the Tenant storage, use or disposal of any toxic or hazardous material in, on or about the Premises including, but not limited to, removal, clean-up and restoration work and materials necessary to return the Premises, and any other property of whatever nature located on the Premises, to their condition existing prior to the appearance of toxic or hazardous materials on the Premises. As of the execution of this Lease Agreement, Landlord has no actual knowledge of the existence of any toxic or hazardous materials on, under or about the Premises which could result in liability for Tenant. Tenant's obligations under this paragraph shall survive the termination of this Lease.

25. NOTICES. All notices required to be sent under the Lease shall be in writing and either (i) delivered as provided by applicable law, including, *inter alia*, C.R.S. Section 13-40-101, *et seq.*, [Colorado Forcible Entry and Unlawful Detainer statute]; (ii) personally delivered, with proper proof of service; or (iii) sent via U.S. first class, certified mail, postage prepaid, return receipt requested. All notices required to be sent hereunder shall be addressed to Tenant at the Premises, and to Landlord where rent is payable. Notwithstanding the foregoing, all notices involving or concerning C.R.S. Section 13-40-101, *et seq.* shall be delivered as provided by statute.

26. ATTORNEYS' FEES. In the event Tenant or Landlord fails to perform any of its obligations under the Lease, or in the event a dispute arises concerning the meaning or interpretation of any provision of the Lease, the defaulting party, or the party not prevailing in such dispute, as the case may be, shall pay any and

all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

27. SUBORDINATION. This Lease shall be subordinate and inferior at all times to the lien of any mortgage and to the lien of any deed of trust or other method of financing or refinancing now or hereafter existing against all or a part of the real property upon which the Premises are located, and to all renewals, modifications, replacements, consolidations and extensions thereof. Tenant shall execute and deliver all documents requested by any mortgagee or security holder to effect such subordination. In the event of a sale or assignment of this Lease or of Landlord's interest in the Premises or the Building in which the Premises are a part, are transferred to any other person because of a mortgage foreclosure, exercise of a power of sale under a mortgage or otherwise, Tenant shall attorn to the purchaser or such mortgagee or other person and recognize the same as Landlord hereunder.

28. SUCCESSORS. The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto, except that no assignment or subletting by Tenant without the written consent of Landlord shall vest any rights in the assignee or sub-tenant of Tenant.

29. QUIET POSSESSION. Landlord agrees, so long as Tenant fully complies with all of the terms, covenants and conditions herein contained on Tenant's part to be kept and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the Term aforesaid, it being expressly understood and agreed that the aforesaid covenant of quiet enjoyment shall be binding upon Landlord, its heirs, successors or assigns, but only during such party's ownership of the Premises. Landlord and Tenant further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.

30. BANKRUPTCY. Neither this Lease nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors by operation of law or otherwise during the Term or any Renewal Term.

31. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties, and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by Landlord and Tenant after the date hereof. If there be more than one Tenant named herein, the provisions of this Lease shall be applicable to and binding upon such Tenants, jointly and severally.

32. ESTOPPEL CERTIFICATES. Tenant shall at any time upon not less than ten (10) days' prior written notice from Landlord execute, acknowledge and deliver to Landlord or to any lender of or purchaser from Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified stating the nature of such modification) and the date to which the rent and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrances of the Premises or of the business of Landlord.

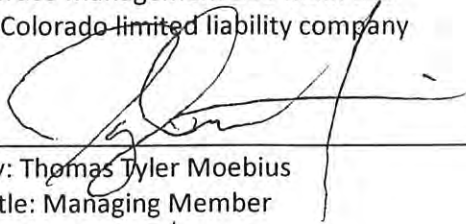
33. HOLDOVER. Tenant shall vacate the Premises and remove all of Tenant's personal property from the Premises prior to 11:59 p.m. on the date the Term or any Renewal Term expires. If after the expiration of the Lease Term, Tenant shall remain in possession of the Premises, Landlord may immediately commence eviction proceedings at its sole discretion and such tenancy shall be regarded as a month-to-month tenancy with monthly rental payable in advance equivalent to 120% of the last month's Base Rent plus any Additional Rent.

34. ENTRY BY LANDLORD. Landlord may enter the Premises at reasonable hours for reasonable purposes (such as repairs, inspections, or re-letting to prospective new tenants), upon reasonable written notice to Tenant. Landlord may also enter the Premises in the event of an emergency, without notice, or in the event of the vacancy of the Premises.

35. GOVERNING LAW. The Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in the County where the Building is located.

The Landlord and Tenant have hereunto subscribed their names effective as of the date below.

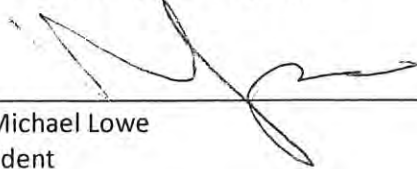
LANDLORD
Spruce Management 201 Main LLC
A Colorado limited liability company


By: Thomas Tyler Moebius
Title: Managing Member

Date

12/4/18

TENANT
Social Bridge d/b/a CoVenture
A Colorado non-profit corporation


By: Michael Lowe
President

Date

12-4-18

