

FISCAL SPONSORSHIP AGREEMENT

This Agreement is made by and between the Commons Community Center (the Commons) and Community Cycles. The Commons is a Colorado nonprofit public benefit corporation located in Boulder, Colorado, qualified as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (IRC) and classified as a public charity under IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

AGREEMENTS

A. The Commons Board of Directors has approved the establishment of a restricted fund to receive donations of cash and other property earmarked for support of the Community Cycles and to make disbursements in furtherance of the Commons and Community Cycles' missions. Jennifer Shriver, Executive Director of the Commons Community Center, and her delegates in finance and accounting, will manage the affairs of Community Cycles pertaining to fiscal sponsorship. Currently, the principal office of the Commons Community Center is located at 1904 Pearl Street, Boulder CO, 80302.

B. The Commons desires to act as the fiscal sponsor of Community Cycles, by receiving assets identified with Community Cycles, beginning on the effective date, and disbursing them for the objectives for which the Community Cycles is being established, which the Commons' Board has determined will further its charitable and educational goals.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Term of Agreement. On October 1, 2006, the Commons shall assume fiscal sponsorship of Community Cycles, which sponsorship shall continue in effect unless and until terminated under Paragraph 5 below.

2. Community Cycles Activities and Sponsorship Policies. All community programs, public information work, fundraising events, processing and acknowledgment of cash and non-cash revenue items, disbursements of Community Cycles funds (including grants), and other activities planned by Community Cycles will include the logo and name of the Commons Community Center and will acknowledge the Commons as Community Cycles' fiscal sponsor.

3. Restricted Fund/Variance Power. The Commons shall withhold funds from monies received on behalf of Community Cycles, to cover administrative and accounting expenses, as follows: for grants or donations up to \$5,000, the Commons shall withhold 5%; for grants and donations over \$5,000, the Commons shall withhold 3%. Beginning on the effective date, the Commons shall place all gifts, grants, contributions, and other revenues received by the Commons and identified with the Community Cycles into a restricted fund to be used for the sole benefit of Community Cycles. The parties agree that all money, and the fair market value of all property, in the restricted fund be reported as the income of the Commons, for both tax purposes and for purposes of the Commons' financial statements. It is the intent of the parties that this Agreement be interpreted to

provide the Commons with variance powers necessary to enable the Commons to treat the restricted fund as the Common's asset.

4. Restricted Fund Management / Performance of Charitable Purposes. All of the assets received by the Commons under the terms of this Agreement shall be devoted to the purposes of the Community Cycles, within the tax-exempt purposes of the Commons. No item of revenue shall be earmarked to be used in any attempt to influence legislation within the meaning of IRC Section 501(c)(3); no agreement, oral or written, to that effect shall be made between the Commons and any revenue source. The Commons shall not use any portion of the assets to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).

5. Termination. This Agreement shall terminate when the objectives of Community Cycles can no longer reasonably be accomplished through this fiscal sponsorship relationship with the Commons. If the objectives of the Community Cycles can still be accomplished but the Commons desires to terminate its fiscal sponsorship of Community Cycles, the following understandings shall apply. Either the Commons or Community Cycles may terminate this Agreement on 60 days' written notice to the other party, so long as another nonprofit corporation which is tax-exempt under IRC Section 501(c)(3), and is not classified as a private foundation under Section 509(a) (a Successor), is willing and able to sponsor Community Cycles and is approved in writing by both parties by the end of the 60-day period. If the parties cannot agree on a Successor to sponsor Community Cycles, the Commons shall have an additional 60 days to find a Successor willing and able to sponsor Community Cycles. If a Successor is found, the balance of assets in the Common's restricted fund for Community Cycles, together with any other assets held or liabilities incurred by the Commons in connection with Community Cycles, shall be transferred to the Successor at the end of the notice period or any extension thereof, subject to the approval of any third parties that may be required. If the Commons has formed a new organization qualified to be a Successor as set forth in this Paragraph, such organization shall be eligible to receive all such assets and liabilities so long as such organization has received a determination letter from the Internal Revenue Service, indicating that such qualifications have been met, no later than the end of the notice period or any extension thereof. If no Successor is found, the Commons may dispose of Community Cycles' assets and liabilities in any manner consistent with applicable tax and charitable trust laws. Either party to this Agreement may terminate this Agreement, based upon a material breach of this Agreement by the other party, by giving 30 days' written notice to the other party.

6. Miscellaneous. Mediation will be the first path used to resolve any dispute. In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, and not able to be resolved through mediation, the prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not

affect the validity or enforceability of any other provision. This Agreement shall be interpreted and construed in accordance with the laws of the State of Colorado. Time is of the essence of this Agreement and of each and every provision hereof.

7. Entire Agreement. This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. All Exhibits hereto are a material part of this Agreement and are incorporated by reference. This Agreement, including any Exhibits hereto, may not be amended or modified, except in a writing signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Fiscal Sponsorship Agreement effective on the ____ day of _____, 2006.

For the Commons Community Center

For Community Cycles

By: _____

By: _____

Dated: _____

Dated: _____