

SECOND AMENDATORY LEASE AGREEMENT

THIS SECOND AMENDATORY LEASE AGREEMENT (“Amendment”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (hereinafter referred to as the “City”), and **MILE HIGH MONTESSORI EARLY LEARNING CENTERS dba MILE HIGH EARLY LEARNING**, a Colorado nonprofit corporation, whose address is 616 East Speer Boulevard, Denver, Colorado 80203 (the “Lessee”), collectively “the parties.”

RECITALS

WHEREAS, the City leased certain real property and improvements to the Lessee by a Lease Agreement dated May 20, 2016, and a First Amendatory Lease Agreement dated February 21, 2020 (collectively, the “Lease”), to operate a childcare center within the building located at 957 Ulster Way, Denver, Colorado (the “Leased Premises”).

WHEREAS, the parties wish to extend the term and otherwise modify the Lease in accordance with the terms and conditions in this Amendment.

AGREEMENT

NOW THEREFORE, in consideration of the promises and the mutual covenants and obligations of the parties contained in the Lease, as amended herein, the parties agree as follows:

1. Extension of Term. Notwithstanding anything to the contrary in Article 2 or elsewhere in the Lease, the parties agree the term of the Lease is hereby extended to, and shall terminate on, December 31, 2025, unless terminated earlier or extended pursuant to the terms of the Lease, as amended herein. The parties further agree that, prior to the then expiration date of the Lease term, the City shall have the right, with the written consent of the Lessee, to extend the term of the Lease, under the same terms and conditions as then exist, for up to four (4) additional one (1) year periods.

2. Rent. The parties agree the annual rent payable by the Lessee to the City during the extended term of the Lease as provided above (i.e., from January 1, 2025 through December 31, 2025), and the annual rent payable if any extension rights are exercised as provided above, shall be Ten Dollars (\$10.00). Such annual rent shall be paid in accordance with the terms of Article 3 of the Lease.

3. Nondiscrimination. Article 19 of the Lease, entitled “**NONDISCRIMINATION**”, is hereby replaced in its entirety with the following:

“19. **NONDISCRIMINATION**: In connection with the performance of duties under this Lease, the Lessee agrees not to refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Lessee shall insert the foregoing provision in all subcontracts for work on the Leased Premises.”

4. **Examination of Records**. Article 23 of the Lease, entitled “**EXAMINATION OF RECORDS**”, is hereby replaced in its entirety with the following:

“23. **EXAMINATION OF RECORDS AND AUDITS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Lessee’s performance pursuant to this Lease, provision of any goods or services to the City, and any other transactions related to this Lease. The Lessee shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Lease or expiration of the applicable statute of limitations. When conducting an audit of this Lease, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Lessee to make disclosures in violation of state or federal privacy laws. The Lessee shall at all times comply with D.R.M.C. 20-276.”

5. A new Article 40 is hereby added to the Lease as follows:

“40. **COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Lessee’s performance under this Lease, the Lessee shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, D.R.M.C. Sections 20-82 through 20-84 and 58-1 through 58-26, including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Lease, the Lessee expressly acknowledges that the Lessee is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Lessee, or any other individual or entity acting

subject to this Lease, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

6. No Brokers. Each party represents and warrants to the other party that it has not dealt with any broker or agent in connection with the negotiation or execution of the Lease or this Amendment.

7. Counterparts. This Amendment may be executed in counterparts, each of which will constitute an original, but all of which, when taken together, will constitute but one agreement. Executed copies hereof may be delivered by email or other electronic means, and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

8. Lease Revival and Ratification. Except as herein amended, the Lease is revived, affirmed and ratified in each and every particular.

9. Binding Effect. This Amendment will not be effective or binding on the City until it has been fully executed by all required signatories of the City and, if required by the City’s Charter, approved by the City Council.

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[SIGNATURE PAGES FOLLOW]

Contract Control Number: FINAN-202577683-02| 201521213-02
Contractor Name: MILE HIGH MONTESSORI EARLY LEARNING CENTERS

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:
CENTERS

FINAN-202577683-02| 201521213-02
MILE HIGH MONTESSORI EARLY LEARNING

Signed by:
By: Pamela Harris
746A688677594E2...

Name: Pamela Harris
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)