

**THIRD AMENDATORY AGREEMENT**

**THIS THIRD AMENDATORY AGREEMENT** 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 (“City”), and **MILE HIGH MONTESSORI EARLY LEARNING CENTERS dba MILE HIGH EARLY LEARNING**, a Colorado non-profit corporation, f/k/a **MILE HIGH CHILD CARE ASSOCIATION**, whose address is 1799 Pennsylvania Street, 4<sup>th</sup> Floor, Denver, Colorado 80203 (the “Lessee”).

**WITNESSETH:**

**WHEREAS**, the City and the Lessee entered into that certain Lease and Agreement dated December 5, 2000 (City Clerk File No. 00-1034), a First Amendment to Lease and Agreement dated April 14, 2010 (City Clerk File No. 00-1034-A), and a Revival and Second Amendatory Agreement dated May 5, 2016 (City Clerk File No. RC05027-03) (collectively the “Agreement”) whereby the City leased the property located at 3503 Marion Street, Denver, Colorado to Lessee to be operated as the Northeast Child Care Center (“Leased Premises”); and

**WHEREAS**, the City and Lessee desire to further amend the Agreement to extend the term of the Agreement, provide for additional rent payments and update other contract language

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. Article 2 of the Agreement entitled “**TERM**” is hereby amended and replaced by the following:

2. **TERM**: The term of this Lease and Agreement shall begin on January 1, 2000 and terminate on December 31, 2024, unless sooner terminated pursuant to the terms of this Lease and Agreement.

2. Article 3 of the Lease, entitled “**RENT**,” is hereby amended to read as follows:

3. **RENT**: The Lessee shall pay to the City for the rent of the Leased Premises the total sum of Seventy Dollars (\$70.00), payable to the Manager of Revenue in annual installments of One Dollar (\$ 1.00) per year from

January 1, 2000 through December 31, 2019, and Ten Dollars (\$10.00) per year from January 1, 2020 through December 31, 2024. Each payment shall be delivered to Division of Real Estate, 201 W. Colfax Avenue, 10th Floor, Denver, Colorado 80202, or to such other address as the City may designate, and shall be due and payable on the second day of each year. All past due installments shall bear interest at the rate of twelve percent (12%) per annum until paid.

3. Article 4 of the Lease entitled “USE” is hereby amended by adding the as following paragraph after the existing paragraph:

The City and Lessee have entered into an agreement which requires that Lessee, in accordance with Denver’s Head Start Program, provide services as set forth in the agreement which may be found in City Clerk File No. 201948399 (“Head Start Agreement”). Lessee ‘s provision of services in accordance with the Head Start Agreement, or a similar successor agreement, shall be required to enable Lessee to continue to rent the Leased Premises.

4. Article 16 of the Lease, entitled “**NO DISCRIMINATION IN EMPLOYMENT**”, is hereby amended by replacing the language as follows:

16. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this contract, the Lessee may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Lessee shall insert the foregoing provision in all subcontracts.

5. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

6. This Third Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** FINAN-201951946-03 [Alfresco RC05027-03]  
**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-201951946-03 [Alfresco RC05027-03]  
MILE HIGH MONTESSORI EARLY LEARNING

By:   
746A688677594E2...

Name: Pamela Harris  
(please print)

Title: President & CEO  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)