

## SECOND AMENDATORY LEASE AGREEMENT AND REVIVAL

**THIS SECOND AMENDATORY LEASE AGREEMENT AND REVIVAL** 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 not-for-profit corporation, whose address is 1799 Pennsylvania Street, 4th Floor, Denver, Colorado 80203 (the "Lessee"), collectively “the parties.”

### RECITALS:

**WHEREAS**, the City leased certain real property and improvements located at 980 South Lowell Boulevard, Denver, Colorado (the “Property”) to the Lessee by a Lease and Agreement dated April 14, 2010 (City Clerk File No. 10-283) (the “Lease”) and a Revival and Amendatory Agreement dated May 5, 2016 (City Clerk File No. 10-283-A), to operate a child care center (collectively the “Agreement”);

**WHEREAS**, the term of the Agreement expired on May 31, 2019;

**WHEREAS**, by mutual consent the Lessee has continued to occupy the Property; and

**WHEREAS**, the parties now desire to revive and amend the Agreement to extend the term and provide for additional rent payments.

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

1. Article 2 of the Agreement, entitled “**TERM**,” is hereby amended to read as follows:

2. **TERM**: The term of this Agreement shall begin on June 1, 2009, and expire on December 31, 2024, unless terminated earlier pursuant to the terms of this Agreement.

2. Article 3 of the Agreement, 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 June 1, 2009 through May 31, 2019 and Ten Dollars (\$10.00) per year or partial year from June 1, 2019 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 Agreement entitled “USE” is hereby amended by adding the 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 11 of the Agreement titled “INDEMNITY” is replaced by a new Article 10, as follows:

10. **DEFENSE & INDEMNIFICATION**: A. Lessee hereby agrees to defend, indemnify, reimburse, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the Lessee’s use or occupancy of the Leased Premises (“Claims”), unless and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Lessee or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Lessee’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Lessee’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

C. Lessee will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Lessee under the terms of this indemnification obligation. The Lessee shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

5. Article 16 of the Agreement, 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 Contractor 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 Contractor shall insert the foregoing provision in all subcontracts.

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

7. This Second Amendatory Lease Agreement and Revival 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.

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**SIGNATURE PAGES FOLLOW THIS PAGE**

**Contract Control Number:** FINAN-201951770-02 [ Alfresco – RC95009-02]  
**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:

\_\_\_\_\_

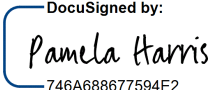
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By:

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**Contract Control Number:**  
**Contractor Name:**

FINAN-201951770-02 [ Alfresco – RC95009-02]  
MILE HIGH MONTESSORI EARLY LEARNING  
CENTERS

By:  \_\_\_\_\_  
DocuSigned by:  
Pamela Harris  
746A688677594E2...

Name: Pamela Harris  
(please print)

Title: President & CEO  
(please print)

ATTEST: [if required]

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

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

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