

REVIVAL AND SECOND AMENDATORY AGREEMENT

THIS REVIVAL AND SECOND 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**, a Colorado non-profit corporation, f/k/a **MILE HIGH CHILD CARE ASSOCIATION**, whose address is 1780 Marion Street, Denver, Colorado 80218, (the “Lessee”).

WITNESSETH:

WHEREAS, the City and the Lessee entered into that certain Lease and Agreement dated December 5, 2000 and a First Amendment to Lease and Agreement dated April 14, 2010 (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 revive and further amend the Agreement to extend the term of the Agreement 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 expire on December 31, 2019, unless sooner terminated pursuant to the terms of this Lease and Agreement.”

2. Article 3 of the Agreement entitled “**RENT**” is hereby amended and replaced by the following:

“3. **RENT**: The Lessee shall continue to pay the City One Dollar (\$1.00) per year as rent for each year Lessee occupies the Leased Premises through the end of the term of the Agreement, as amended herein. The rent shall be payable to the Director, Division of Real Estate, in annual installments of One Dollar (\$1.00) per year, and shall be delivered to 201 W. Colfax, Department 1010, 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.”

3. A new Article numbered 33 is hereby added to the Agreement reading as follows:

33. Electronic Signatures and Electronic Records:

Lessee consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

[SIGNATURE PAGES FOLLOW]