

REVIVAL AND SECOND AMENDATORY LEASE AND AGREEMENT

THIS REVIVAL AND SECOND AMENDATORY LEASE AND 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, 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 St, 4th Floor, Denver, Colorado 80203 (the "Lessee"), collectively “the parties.”

RECITALS:

WHEREAS, the City Leased certain real property and improvements located at 2851 Tremont Place, Denver, Colorado, known as the Edna Oliver Child Development Center (the “Property”) to the Lessee by a Lease and Agreement dated January 16, 2003 (City Clerk File No. 03-057) and an Amendatory Lease and Agreement dated April 1, 2013 (City Clerk File No. RC15016-01), to operate a child care center (collectively the “Agreement”); and

WHEREAS, the term of the Agreement expired on June 30, 2017;

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

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 is from July 1, 2002, until December 31, 2024, unless terminated pursuant to the terms of the Lease and 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 Ninety-Five Dollars (\$95.00), payable to the Manager of Revenue in annual installments of One Dollar (\$ 1.00) per year from July 1, 2002 through June 30, 2017, and Ten Dollars (\$10.00) per year or partial year from July 1, 2017 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 10 of the Lease and Agreement titled “**INDEMNITY**” is replaced by Article 11 of the Amendatory Lease and Agreement (which should have been numbered as Article 10) as follows:

10. **INDEMNITY**: This Amendatory Lease and 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.

4. Article 11 of the Lease and Agreement remains as originally drafted.

5. Article 16 of the Agreement, entitled “**NO DISCRIMINATION IN EMPLOYMENT**”, is hereby amended to read 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.

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

7. This Revival and Second Amendatory Lease and 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.

END

SIGNATURE PAGES FOLLOW THIS PAGE

Contract Control Number: FINAN-201951769-02 Alfresco RC15016-02
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

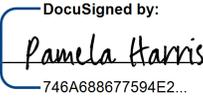
By:

By:

By:

Contract Control Number:
Contractor Name:
CENTERS

FINAN-201951769-02 Alfresco RC15016-02
MILE HIGH MONTESSORI EARLY LEARNING

By:  _____
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Name: Pamela Harris
(please print)
Title: President & CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)