

**SECOND AMENDATORY AGREEMENT
(Running Creek Ranch)**

THIS SECOND AMENDATORY AGREEMENT (“Second Amendatory Agreement”) is made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **RUNNING CREEK RANCH, LLC**, a limited liability company with principal place of business located at 45400 RD, 21 Elizabeth, CO 80107 (the “Tenant”), collectively the “Parties”.

WHEREAS, the City and the Tenant entered into a Lease of Property for Livestock Grazing the term of which commenced on September 21, 2011 (the “Lease Agreement”); and

WHEREAS, the City and the Tenant entered into an Amendatory Lease Agreement on or about July 19, 2014 (“Lease Amendment”) which extended the Term of the Lease, changed the Rent for the extended Term of the Lease, and added a provision for the Parties to additionally extend the Term of the Lease upon mutual agreement and an adjustment in the Rent; and

WHEREAS, both Parties desire to extend the Term of the Lease for an additional three-year period which will commence at 12:00 a.m. on June 15, 2017 and terminate at 12:00 a.m. on June 15, 2020 (“First Extended Term”); and

WHEREAS, both Parties agree that, pursuant to the Lease Amendment, the annual rent during the First Extended Term shall be based on a charge of Eight and 18/100 Dollars (\$8.18) per useable acre; and

WHEREAS, both Parties agree that the annual rent shall be payable on the Fifteenth day of September after commencement of each year within the First Extended Term.

NOW, THEREFORE, in consideration of the above-recited premises and the mutual covenants and obligations set forth herein, in the Lease Agreement, the Lease Amendment, and this Second Amendatory Agreement, the Parties agree to extend the Term of the Lease for the First Extended Term which will commence at 12:00 a.m. on June 15, 2017 and terminate at

12:00 a.m. on June 15, 2020 at an annual rent that is based on a charge of Eight and 18/100 Dollars (\$8.18) per useable acre. All other terms of the Lease Agreement and Lease Amendment not otherwise modified by this Second Amendatory Agreement shall remain in full force including, without limitation, the annual rent payment provisions set out in Section 2(c) of the Lease Amendment; provided, however, that the annual rental payments for each year within the First Extended Term shall be due and payable on the Fifteenth day of September after commencement of such year.

SIGNATURE PAGES FOLLOW THIS PAGE

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: ENVHL-201101017-02

Contractor Name: RUNNING CREEK RANCH, LLC

By: Joseph D Freund

Name: Joseph D Freund
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

