

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **OUTWARD BOUND, INC.**, a Delaware nonprofit corporation authorized to do business in the State of Colorado, whose address as registered with the Secretary of State is 910 Jackson St. Golden, Colorado 80401 (the "Lessee").

WITNESSETH:

WHEREAS, the City and the Lessee entered into a Lease Agreement dated September 28, 2011, and as amended March 10, 2014 (the "Lease Agreement"); and

WHEREAS, the City and the Lessee desire to amend the Lease Agreement to extend the term of the Lease Agreement and to specify that Lessee is responsible for snow removal.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the City and the Lessee agree as follows:

I. That Paragraph 2. A. of the Agreement is amended to read as follows:

2. **TERM and TERMINATION:**

A. Term: The term of this Lease Agreement shall begin on September 28, 2011, and shall terminate on the same month and day in the year 2021 ("Term"), unless sooner terminated pursuant to the terms of this Lease Agreement.

* * *

II. That Paragraph 4 of the Agreement is amended to read as follows:

4. **USE**: The Leased Premises are to be used and occupied by Lessee solely for the purpose of operating a non-profit organization to provide and coordinate services within the stated mission of the Lessee, a non-profit corporation. To that end, the Lessee and the City agree that the uses of the Leased Premises shall be limited to: A) a place where students of Lessee will gather to begin and end their courses, and be issued and return their gear; B) Lessee's instructor pre-course and post-course training and evaluation; C) hosting of Lessee's educational/environmental discussions in a natural setting; and D) hosting of other group presentations and community meetings. The Lessee shall use the premises in a careful, safe, and proper manner, and shall not use or permit the Leased Premises to be used for any purpose

prohibited by the laws of the United States of America, the State of Colorado, or the Charter or ordinances of the City and County of Denver. The Lessee shall not commit or suffer to be committed any waste or damage upon the Leased Premises or any nuisance to be created or maintained thereon. The Lessee shall also keep the Leased Premises free and clear from all trash, debris, and waste resulting from its use or the use by its employees, officers, agents, invitees and visitors. The Lessee shall also be responsible for removing snow and ice, as necessary to assure safe vehicular and pedestrian access, from the access drive running from Sheridan Boulevard to and including the parking lot and entranceway to the building on the Leased Premises.

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

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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: PARKS-201102078-03

Contractor Name: Outward Bound, Inc.

By: Peter A. O'Neil

Name: Peter A. O'Neil
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

