

LEASE AGREEMENT

This agreement is made and entered into this 25 day of May ²⁰¹⁵ by and between the Colorado Lions Foundation, Inc (A Colorado Non Profit Corporation under IRS 501-C3 status.) herein after referred to as the Landlord, and the Colorado Lions Camp, Inc, (A Colorado Non Profit Corporation under IRS 501-C3 Status) hereinafter referred to as the Tenant. This Lease replaces and over rides any prior Lease Agreement as applies herein.

Elected Lion members of the Lions of Colorado through their proper election shall represent the Board of Directors of both the Landlord and Tenant, and shall jointly and separately consider the well-being and successful operation of the "Colorado Lions Camp" a facility established for the betterment of the special needs population in Colorado, as well as for continued use by the Colorado Lions for community betterment, and rental use fees to help with expenses incurred by the facility use.

On all matters affecting the provisions contained herein, trustees of the Landlord shall be given such time as is deemed necessary by Landlord to provide input prior to a vote on any proposed action as relates to the land and buildings leased by tenant as well as any other action which may reflect positively or negatively to Landlord.

In like manner, the trustees of the Tenant shall have the same opportunity to review and provide input to Landlord prior to any proposed action by the Landlord which would reflect positively or negatively on Tenant.

1.) Leased Premises:

Landlord hereby leases to the tenant, the property as described in Exhibit A attached hereto. This property will hereinafter be referred to as "Leased Premises" and shall be subject to the terms of this Lease Agreement.

2.) Term:

The term of this lease shall begin at 12:01 AM on the date following the acceptance of the trustees of both the Landlord and Tenant, and unless otherwise terminated as provided by this agreement, shall continue, and be renewable on the first day of July of each succeeding year, which is in accordance with the start of each Lions Year.

Renewal of this lease shall be finalized by signatures from the President of both Landlord and Tenant, and acceptance by the MD-6 Council of Governors at the first Council meeting of the new Lions year. This Agreement is to be provided by use of Exhibit B, as herein provided.

During the term of this lease, both the Landlord, and Tenant shall periodically review all terms, conditions, and provisions to verify applicability. If either Landlord or Tenant proposes changes, additions or deletions, the other party shall be given adequate time to meet and consider such changes to this Lease agreement prior to any action being legal. Adequate time shall be understood of no less than 30 (thirty) days.

3.) Consideration:

Tenant shall Pay Landlord the sum of \$1.00 (one dollar) per year for the Leased Premises. Such payment to be made by check at the Tenant's annual meeting, and receipt to be acknowledged on Exhibit B as herein provided.

4.) Taxes:

Currently, the Leased Premises are tax exempt under IRS regulations. If this status changes, Tenant will be assessed the amount of any real estate or other taxes on Leased Property in addition to annual consideration as stated in (3) above.

5.) Utilities:

Tenant is responsible for and shall pay all charges for heat, trash removal, water, sewer, gas, electricity, and or any other utility serviced consumed by Tenant or consumed on the Leased Premises.

6.) Approval of Changes:

Landlord must approve in writing any improvements, additions, alterations and/or physical changes by the Tenant to the Leased Premises. Approval for requested changes are contingent upon and must be accompanied by a written schedule of costs, clearly outlining which party is responsible for funding such proposed changes.

7.) Maintenance and repair:

Tenant as per this agreement has complete day to day use of the Leased Premises, and by such will be responsible for all repairs and maintenance to the Leased Premises. Landlord does recognize that any major repair or maintenance problem over the amount of \$2500.00 (Twenty Five Hundred Dollars) may be a burden for Tenant and as such may be presented to Landlord for possible Grant process consideration.

8.) Use Liability:

Tenant shall conform operation of Leased Premises to all present and future laws, statutes, and rules administered and enforced by bona fide agencies of local, state, and federal governments. It is the Tenant's sole and exclusive responsibility to comply with all applicable regulations of government agencies such as fire and police and shall pay any costs inherent in that compliance. Landlord shall be held harmless for any liability herein implied and as provided by section 9 (nine) of this agreement.

9.) Insurance:

Under this Lease Agreement Tenant shall be responsible for coverage to all property owned and leased to them by Landlord including any and all improvement and betterment values placed on the premises by the Tenant. In addition the Tenant shall procure and pay for all comprehensive liability insurance coverages including but not limited to public and premises liability for any loss or damage occasioned by accident or casualty that occurs in, about, upon or adjacent to the Leased Premises and appropriate coverage of Tenant sponsored off premises activities in which private or Tenant transport is employed to move personnel or attendees.

Proper proof of all insurance and certification shall be readily available for inspection by request of any Colorado Lion. Tenant will name the Landlord as an additional insured party on all policies in which Landlord may have physical or implied interest. Record of Landlord being an additional insured must be attached to Exhibit B. on each renewal of this Lease Agreement.

10.) Damage to Leased Premises:

In the event the Leased Premises to include any of its improvements, additions, or alterations are totally destroyed or so badly damaged by fire or other casualty that in the opinion of the Landlord it is rendered untenable and not feasible to repair or rebuild, the Landlord shall have the right to terminate this lease upon written notice to the Tenant. If the Leased Premises is partially tenable the Landlord may elect to undertake the repair of the Leased Premises if feasible and Tenant may continue to occupy. If damage is caused by the willful misconduct or negligence of the Tenant and results in the Leased Premises becoming untenable, the Landlord reserves the right to pursue appropriate legal remedies.

11.) Inspection and Right of Entry:

Tenant, having inspected the Leased Premises, accepts the same in the condition that exists as of the date of this agreement. The Landlord makes no warranties express or implied as to the condition of the Leased Premises. The Landlord and or the Landlord's agents or employees shall have the right to inspect the Leased Premises with appropriate notice.

12.) Landlord's Default Remedies:

If the Tenant violates any of the provisions or conditions of this lease, the Landlord with or without notice, may terminate this Lease Agreement, and immediately retake possession of the Leased Premises. Such repossession shall not relieve Tenant of any unfulfilled legal or fiduciary obligation to the Leased Premises or Landlord.

13.) Responsibility for Legal Proceedings:

In the event of any proceeding at law or in equity wherein the Landlord, without being in default under the terms of this agreement, shall be made a party to any litigation by reason of the Tenant's interest in the Leased Premises or if the Landlord is required to commence legal proceedings relating to the Leased Premises, or Tenant's occupancy thereof, shall be allowed all costs and expenses incurred by the prevailing party, including reasonable attorney's fees.

14.) Tenant Holds Landlord Harmless:

Tenant will indemnify and hold the Landlord harmless from and against any and all claims, losses, expenses, costs, judgments, and/or demands arising out of the conduct of the Tenant on the Leased Premises, or on account of any operation, action or claim arising out of any breach or default on the part of the Tenant or any act of negligence by the Tenant's agents, contractors, servants, employees, licensees, or invites or any accident, injury, death of any person or damage to any property in or about the Leased Premises.

15.) Assignment or Subletting:

Tenant may not assign this lease or sublet the Leased Premises without the written consent of the Landlord. Rental of portions of the Leased Premises to qualified user groups at the discretion of the Tenant is not precluded by this paragraph.

16.) Warranty of Title:

The Landlord covenants that it has the right to lease the Leased Premises in the manner described herein and that Tenant shall have, hold, occupy and enjoy the Leased Premises during the term of the lease.

17.) Government Acquisition of Property:

Both parties agree that the Landlord shall be the lead agency of negotiations and settlement of all matters pertaining to the acquisition of the property and/or improvement thereon of which the Leased Premises are a part. Let it be shown and understood, and agreed that any financial settlement, whether resulting from negotiation and agreement or condemnation proceedings shall be mutually agreed to because of the separate financial commitments made by each Board of Trustees.

18.) Memorandum of Lease-Recording:

Landlord and Tenant jointly agree that this lease shall be recorded and kept by the Board of Trustees of each, and a third memorandum be kept in the records of the MD-6 State office.

19.) Controlling Law:

This lease and all terms herein shall be construed consistent with the laws of the State of Colorado. Any dispute resulting in litigation herein shall not be resolved in court proceedings instituted in Colorado, nor in any other jurisdiction *except the MD-6 Colorado Lions Council of Governors.*

20.) Binding upon Successors:

The Covenants and agreements herein contained shall bind and inure to the benefit of the Landlord and Tenant and to their respective successors. This lease shall be signed by both parties in duplicate, with a third copy being sent to the Lions of Colorado State Office for filing. Each party shall receive a complete copy of all aspects herein contained.

21.) Partial invalidity:

If any term, covenant or condition of this lease be deemed invalid in application or circumstance, the remainder of the lease in its application, term, covenant or condition shall not be affected thereby and shall be considered valid and will be enforced to the fullest extent of the law.

22.) Miscellaneous:

All marginal notations and paragraph headings are for the purposes of reference and shall not affect the true meaning and intent of the terms hereof. Throughout this lease, whenever the words Landlord and Tenant are used, they shall include and imply to the singular, plural, persons both male and female companies, partnerships and corporations, and in reading said lease the necessary grammatical changes required to make the provisions hereof mean and apply as aforesaid shall be made in the same manner as though originally included in said lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date hereof:

LANDLORD: (Colorado Lions Foundation)

Attest:

By: Walter B. Lemon, III President
William M. Roeger Secretary

TENANT: (Colorado Lions Camp)

Attest:

By: Barbara Stewart President
Michelle McGowan Secretary

LIONS OF COLORADO, COUNCIL OF GOVERNORS:

Attest:

By: Lucy L. Baldwin Council Chairperson
Carol Janke State Office Secretary

EXHIBIT A

The address shown for the property owned by the Colorado Lions Foundation, and here leased to the Colorado Lions Camp. The address is shown as 28541 Hwy 67N, Woodland Park, CO 80863.

For further location information, the real estate is located in the County of Teller, State of Colorado, more specifically described as follows:

1.) Buildings and improvements and land, parcel 1, N.W. $\frac{1}{4}$, N.E. $\frac{1}{4}$ Section 34, Township 11 South, Range 69W of the 6th Prime Meridian, Parcel 2.

2.) That part of the S.W. $\frac{1}{4}$, N.E. $\frac{1}{4}$, of Section 34, T 11 S, Range 69W of the 6th Prime Meridian described as follows. Beginning at the N.E. No 1 corner of said S.W. $\frac{1}{4}$, N.E. $\frac{1}{4}$, of section 34, thence southerly along east line of said S.W. $\frac{1}{4}$, N.E. $\frac{1}{4}$, a distance of 190 feet, thence westerly and parallel to the northern line of said S.W. $\frac{1}{4}$, N.E. $\frac{1}{4}$, a distance of 200 ft., thence northerly and parallel to the East line of said S.W. $\frac{1}{4}$, N.E. $\frac{1}{4}$, a distance of 190 feet, the north line of S.W. $\frac{1}{4}$, N.E. $\frac{1}{4}$, thence easterly along the North line of said S.W. $\frac{1}{4}$, N.W. $\frac{1}{4}$, a distance of 200 feet to the point of the beginning.

EXHIBIT B

LEASE AGREEMENT EXTENSION
BETWEEN
COLORADO LIONS FOUNDATION, INC
AND
COLORADO LIONS CAMP, INC

Under the provisions of the Lease Terms of section 2 (two) of the Lease Agreement the above parties have agreed to extend the agreement from

July 1st 2015 to June 30th 2016

No changes to this agreement are indicated, unless herein attached and attested to by the two parties of the lease, and verified by the Council of Governors.

As per section 3 (three) of the Lease, Consideration has been made by Colorado Lions Camp, and accepted by the Colorado Lions Foundation.

A certificate showing the Colorado Lions Foundation as an additional insured on all insurance policies has been attached to this agreement.

IN WITNESS WHEREOF, The parties have executed this Lease extension as above indicated, and with required information being a part of this agreement in three copies, one for the Colorado Lions Foundation, one for the Colorado Lions Camp and the third to be filed in the MD-6 Colorado state office:

This extension for the Lease Agreement herein described is hereby placed into operation

This 25 of May year 2015

Attest:

By: Walter B. Lemons, III President Colorado Lions Foundation Board

By: Barbara Gullet President Colorado Lions Camp Board of Directors

By: Lance L. Baldry MD-6 Council Chairperson

Attachments:

Insurance Certification

Any approved and signed changes to Lease

Other: _____