

**Fifth ~~4<sup>th</sup>~~ Amendment to LEASE AGREEMENT**

THIS ~~Fifth~~ ~~Fourth~~ Amendment to the "LEASE AGREEMENT", made and entered into October 26, 2020, by and between DGP63, LLC (hereinafter "LANDLORD") and Pueblo West Metropolitan District, a Colorado special district (hereinafter "TENANT"), collectively the "Parties".

LANDLORD and TENANT desire to amend the LEASE AGREEMENT and LANDLORD desires to lease to TENANT and TENANT desires to lease from LANDLORD, 63 E. Spaulding Avenue, Office(s) "Reception Area & W115~~E110 & E111~~" in addition to the offices E108, E109, E110, E111, E112, E113, E114, E115, W114, W116, W113 and Conference Room E107, Pueblo West, CO 81007 (hereinafter "LEASED PREMISES").

The Parties agree that all terms of the LEASE AGREEMENT shall continue in full force and effect unless specifically amended herein below.

**THEREFORE**, LANDLORD does hereby lease unto TENANT the Leased Premises, together with appurtenances thereunto belonging, upon the terms and conditions hereinafter set forth.

**1. TERM**

The term of this Lease shall commence September 1<sup>st</sup>, 2023 ~~May 8<sup>th</sup>, 2022~~ for Office(s) ~~E110 & E111~~ W115 & "Reception Area" and continue uninterrupted terminating on December 31, 2023.

**2. RENT**

TENANT shall pay, ~~without prior demand thereof the prorated amount of \$750.00 for the remainder of May, 2022 and~~ a fixed amount per month for the Leased Premises the sum of:

\$6,800.00 ~~\$6000.00~~ beginning August 1, 2023 ~~June 1, 2022~~.

**3. MISCELLANEOUS**

- a. LANDLORD will issue TENANT one (1) additional exterior door keys.
- b. This Agreement constitutes the entire Agreement between the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other

agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

**4. NO MULTI-YEAR OBLIGATIONS**

All financial obligations of Pueblo West Metropolitan District under this Agreement, in any calendar year, are contingent upon funds for that purpose being budgeted and appropriated by the Board of Directors for the Pueblo West Metropolitan District on or before December 31 of the prior calendar year. Failure to budget and appropriate such funds by December 31 for any subsequent calendar year shall constitute an event of non-appropriation. Notwithstanding anything to the contrary in the Agreement, in the event of non-appropriation, TENANT or LANDLORD may terminate this Agreement upon thirty (30) days prior written notice given to the other party without recourse. In the event of termination due to non-appropriation, TENANT shall pay LANDLORD an amount equal to three (3) months of the current Leased Premises rent as defined in the agreement or any addendum thereto.

**5. NOTICES**

Any notice or other communication given by the Parties relating to this Agreement shall be sent by registered mail, return receipt requested, postage prepaid, addressed to such other party at the following addresses:

Pueblo West Metropolitan District	DGP63, LLC
c/o <u>Interim</u> District Manager	C/O: Sam Proal
PO Box 7005	70 S Jibbsam Way
Pueblo West, CO 81007	Pueblo West, CO 81007

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease to be executed the day and year first written above.

TENANT:

LANDLORD:

Nick Madero Kim-Swearingen  
~~Vice~~-President  
Board of Directors  
Pueblo West Metropolitan District

DGP63, LLC  
Sam Proal