

Amendment to Lease Agreement

This Amendment to Lease Agreement (the "Amendment") is made and entered into this ____ day of _____, 2020 (the "Effective Date"), by and between the Town of Erie, , a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516 (the "Town"), and CoSolve, Inc., a Colorado corporation with an address of 350 Terry Street, Suite 200, Longmont, Colorado ("Lessee") (each a "Party" and collectively the "Parties").

Whereas, on or about December __, 2020, the Parties entered into a Lease Agreement for the property located at 625 Wells Street, Erie, Colorado (the "Agreement"); and

Whereas, the Parties now desire to amend certain terms therein.

Now, therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 4.k. of the Agreement is hereby amended as follows:

4. Use and Occupancy.

* * *

k. *Utilities.* The Town shall pay for the cost of all gas and electric utilities and services used on the Property. Service shall remain in the Town's name. The Town shall pay for such costs directly. The Town shall in no event be liable for any interruption to or failure of utility services on the Property.

2. Except as expressly modified herein, the Agreement shall remain in full force and effect.

In Witness Whereof, the Parties have executed this Amendment as of the Effective Date.

Town of Erie, Colorado

Jennifer Carroll, Mayor

Attest:

Heidi Leatherwood, Town Clerk

Lessee

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me
this ____ day of _____, 2020, by _____ as
_____ of CoSolve, Inc.

My commission expires:

(Seal)

Notary Public