

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "*Amendment*") made and entered into effective as of 8, 24 2022, between Coal Creek Center Lot 6, LLC, a Colorado limited liability Company ("*Landlord*"), and RUSTY'S, LLC. ("*Tenant*").

This amendment refers to and incorporates by reference herein, the Lease Agreement ("*Lease*") between Landlord and Tenant, dated February 2, 2018 for the Premises located at 615 Mitchell Way, Suite 100, Erie, Colorado 80516.

RECITALS:

Tenant has decided to exercise one (1) of its two (2) additional five (5) year extension as provided in the Lease Agreement as described in Paragraph 48 of the Lease Agreement (**First Extended Term**). There shall remain one (1) additional five (5) year extension option beyond this First Extended Term. The First Extended Term shall be upon the same terms, covenants, and conditions, with the same rent provisions, except for the rental adjustments described below, as provided in the Lease for the initial Term.

WITNESSETH:

In consideration of the covenants, terms, conditions, agreements, and payments as hereinafter set forth, the parties hereto covenant and agree as follows:

- 1- The five (5) year First Extended Term shall commence on March 1, 2023 and end on February 28, 2028.

The **Base Rent Schedule** for the Current Extended Term shall be as follows:

Month	Annual Base Rent per SF	Monthly Base Rent Payment
March 1, 2023 – Feb 28, 2024	\$20.00 per SF	\$5,533.33
March 1, 2024 – Feb 28, 2025	\$20.00 per SF	\$5,533.33
March 1, 2025 – Feb 28, 2026	\$20.75 per SF	\$5,740.83
March 1, 2026 – Feb 28, 2027	\$20.75 per SF	\$5,740.83
March 1, 2027 – Feb 28, 2028	\$21.50 per SF	\$5,948.33

- 2- Landlord's estimate of Additional Rent for 2023 shall be \$7.85 per rentable square foot.

- 3- The total rent payment per month for the first two (2) years of the First Extended Term has been calculated below. The Additional Rent (building expenses) are subject to change as described in the Lease Agreement and in the event there is a change Tenant will receive written notice of the change and an updated total rent payment.

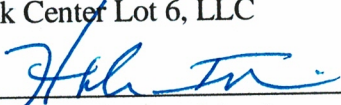
3/1/23 thru 2/28/25 = \$7,705.17 (\$5,533.33 Base + \$2,171.83 Expenses)

- 4- Tenant shall have the right to extend the First Extended Term of the Lease for one (1) additional five (5) year period in accordance with paragraph 48 of the Lease Agreement.

LANDLORD:

Coal Creek Center Lot 6, LLC

By: _____


Heath Irwin – Member

TENANT:

RUSTY'S, LLC

By: _____


Rusty Ned Greenlee - Owner