

## **First Amendment to Reimbursement Agreement**

This First Amendment to Reimbursement Agreement (the "First Amendment") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between the Town of Erie Urban Renewal Authority, a Colorado urban renewal authority with an address of 645 Holbrook Street, Erie, CO 80516 ("TOEURA"), and SpenALu LLC, a Colorado limited liability company with an address of 18519 West 60th Avenue, Golden, CO 80403 ("Developer") (each a "Party" and collectively the "Parties").

Whereas, TOEURA and the Developer entered into that certain Reimbursement Agreement dated January 14, 2026 (the "Agreement"), whereby TOEURA agreed to reimburse the Developer for certain costs associated with the development and construction of a restaurant building (the "Project"); and

Whereas, the Parties desire to amend the Agreement to modify reimbursement terms, extend certain deadlines, provide for a lump sum payment, and revise the maximum reimbursement amount.

Now, Therefore, in consideration of the foregoing and the following terms and conditions, the Parties agree as follows:

1. All recitals in the Agreement referring to a maximum reimbursement amount of Five Hundred Sixty-Six Thousand Dollars (\$566,000) are hereby amended to refer to a maximum reimbursement amount of Seven Hundred Twenty-Five Thousand Dollars (\$725,000).

2. The definition of "Reimbursement Amount" in Section 1 of the Agreement is amended to read as follows:

**"Reimbursement Amount"** means a maximum amount not to exceed Seven Hundred Twenty-Five Thousand Dollars (\$725,000), which includes (i) a one-time lump sum payment of Two Hundred Thousand Dollars (\$200,000) pursuant to Section 5.0, and (ii) reimbursement of sales tax increment pursuant to Section 5.2.

3. Section 3.1(a) of the Agreement is amended by replacing "December 31, 2026" with "December 31, 2027".

4. Section 4.1 of the Agreement is amended by replacing "June 30, 2025" with "June 30, 2026".

5. Section 5 of the Agreement is amended by the addition of a new Section 5.0 to read as follows:

## **5.0 Lump Sum Reimbursement Payment.**

(a) Upon issuance and final approval of all required building permits for the Project by the Town, TOEURA shall pay Developer a one-time lump sum reimbursement in the amount of Two Hundred Thousand Dollars (\$200,000) (the "Lump Sum Payment").

(b) The Lump Sum Payment shall be part of the total Reimbursement Amount except that the Lump Sum Payment shall not be subject to the conditions precedent set forth in Section 3.1.

(c) TOEURA shall pay the Lump Sum Payment within thirty (30) days of Developer submitting documentation of building permit issuance for the Project to TOEURA.

(d) If the Developer fails to obtain a Certificate of Occupancy for the Project on or before December 31, 2027, then, upon written notice from TOEURA, Developer shall repay to TOEURA the Lump Sum Payment in the amount of Two Hundred Thousand Dollars (\$200,000 within ninety (90) days after such notice.

6. Section 5.2 of the Agreement is amended to read as follows:

### **5.2 Sales Tax Reimbursement.**

Upon approval of the conditions set forth in Section 5.1, the Authority shall thereafter reimburse one hundred percent (100%) of the sales tax increment produced by the Project in an amount not to exceed Five Hundred Twenty-Five Thousand Dollars (\$525,000. Said reimbursement obligation shall terminate upon the first to occur of (a) receipt by Developer of the amount of Seven Hundred Twenty-Five Thousand Dollars (\$725,000, inclusive of the Lump Sum Payment, or (b) December 31, 2035, whichever occurs first.

7. Section 6 of the Agreement is hereby amended by replacing "Five Hundred and Sixty-Six Thousand Dollars (\$566,000)" with "Seven Hundred Twenty-Five Thousand Dollars (\$725,000)."

8. Section 10 of the Agreement is hereby amended to read as follows:

10. **Term.** Consistent with Section 5.2 of this Agreement, the term of this Agreement shall commence upon commencement of the Project and shall terminate upon the first to occur of (a) receipt by Developer of the amount of Seven Hundred Twenty-Five Thousand Dollars (\$725,000), inclusive of the Lump Sum Payment, or (b) December 31, 2035, whichever occurs first. Except that the following provisions shall continue beyond the term of this Agreement: (a) any

rights and remedies that a Party has for an Event of Default hereunder; and (b) the indemnification provisions set forth in Section 8.

Provided, however, that any rights and remedies for an Event of Default and the indemnification provisions set forth in Section 8 shall survive termination.

9. Section 15 of the Agreement is amended by the addition of a new subsection 15(c) to read as follows:

(c) The Developer's failure to obtain a Certificate of Occupancy for the Project on or before December 31, 2027, or the Developer's failure to repay the Lump Sum Payment in accordance with Section 5.0.

10. Section 17 of the Agreement is amended by replacing "June 30, 2025" with "June 30, 2026."

11. Entire Agreement; Amendment. This First Amendment, along with the Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter herein. Except as expressly amended hereby, all terms and provisions of the Agreement remain unchanged and in full force and effect and are hereby ratified and confirmed.

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

**Town of Erie Urban Renewal  
Authority**

\_\_\_\_\_  
Andrew J. Moore, Chair

Attest:

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**SpEnALu, LLC**  
a Colorado limited liability company

By: <sup>Signed by:</sup> Alexander Figura - Spenalu LLC  
02E2EBCB1A07475...  
Alexander Figura, Manager

State of Colorado            )  
  ) ss.  
County of \_\_\_\_\_ )

Subscribed, sworn to, and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2026, by \_\_\_\_\_ as \_\_\_\_\_ of SpEnALu LLC.

My Commission expires:

(Seal)

\_\_\_\_\_  
Notary Public

### Certificate Of Completion

Envelope Id: 94E06364-C391-4146-828D-C720F1C9AA57  
 Subject: Complete with Docusign: SpenALU 1st Amend Reimbursement Agreement 02-12-2026.pdf  
 Source Envelope:  
 Document Pages: 4  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Lori Bustamante  
 645 Holbrook Street  
 P.O. Box 750  
 Erie, CO 80516  
 lbustamante@erieco.gov  
 IP Address: 50.206.104.130

### Record Tracking

Status: Original  
 2/12/2026 11:10:31 AM  
 Holder: Lori Bustamante  
 lbustamante@erieco.gov  
 Location: DocuSign

### Signer Events

Alexander Figura - Spenalu LLC  
 alexander@diomiopasta.com  
 Owner  
 Security Level: Email, Account Authentication  
 (None)

### Signature

Signed by:  
  
 02E2EBCB1A67475...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 4.32.114.2

### Timestamp

Sent: 2/12/2026 11:11:51 AM  
 Viewed: 2/12/2026 12:53:53 PM  
 Signed: 2/12/2026 12:54:17 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 12/30/2024 9:43:21 AM  
 ID: eec9f12c-d640-41c2-993f-f1d9a7c766ac

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

Jack Hill  
 jhill@erieco.gov  
 Economic Development Director  
 Security Level: Email, Account Authentication  
 (None)

**COPIED**

Sent: 2/12/2026 12:54:18 PM  
 Viewed: 2/12/2026 1:01:15 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

### Witness Events

### Signature

### Timestamp

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Envelope Sent	Hashed/Encrypted	2/12/2026 11:11:51 AM
Certified Delivered	Security Checked	2/12/2026 12:53:53 PM
Signing Complete	Security Checked	2/12/2026 12:54:17 PM
Completed	Security Checked	2/12/2026 12:54:18 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Town of Erie:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [docusign@erieco.gov](mailto:docusign@erieco.gov)

### **To advise Town of Erie of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [docusign@erieco.gov](mailto:docusign@erieco.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Town of Erie**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [townclerk@erieco.gov](mailto:townclerk@erieco.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Town of Erie**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [docusign@erieco.gov](mailto:docusign@erieco.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Erie as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Erie during the course of your relationship with Town of Erie.