

Exhibit 1

**FIRST AMENDMENT TO
SECOND AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN
CITY OF DULUTH AND
CRABBY OL' BILLS, INC.**

THIS FIRST AMENDMENT TO SECOND AMENDED AND RESTATED LEASE AGREEMENT (this "First Amendment"), effective as of January 1, 2023, is by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota ("City"), and Crabby Ol' Bills, Inc., a Minnesota corporation ("Lessee").

WHEREAS, on May 12, 2020, Lessee, as tenant, and City, as landlord, entered into a Second Amended and Restated Lease Agreement (as amended by this First Amendment, the "Lease") in relation to property owned by City that is defined in the Lease and referred to in this First Amendment as the "City Property";

WHEREAS, Lessee and City wish to amend certain terms of the Lease as set forth in this First Amendment.

NOW, THEREFORE, for valuable consideration, City and Lessee agree to amend the Lease as follows:

1. Capitalized terms used in this First Amendment that are not defined in this First Amendment have the meanings set forth in the Lease.

2. Exhibit A to the Lease is amended and replaced in its entirety with the attached Exhibit A.

3. Article III of the Lease is amended and replaced in its entirety with the following Article III:

ARTICLE III

RENT PAYMENTS

A. Rent through 2022. *Rent for that portion of the Term prior to January 1, 2023 has been calculated pursuant to the rent calculation method set forth in this Agreement as originally executed (prior to any amendments).*

B. Rent Payments as of January 1, 2023.

1. For the period January 1, 2023 through December 31, 2023, Lessee shall pay rent equal to \$12,501.00, due and payable in three installments of \$4,167.00 on August 1, September 1 and October 1.

2. For the period January 1, 2024 through December 31, 2024, Lessee shall pay rent equal to \$25,000.02, due and payable in six installments of \$4,166.67 on May 1, June 1, July 1, August 1, September 1 and October 1.

3. For the period January 1, 2025 through December 31, 2025, Lessee shall pay rent equal to \$25,750.02, due and payable in six installments of \$4,291.67 on May 1, June 1, July 1, August 1, September 1 and October 1.

4. For the period January 1, 2026 through December 31, 2026, Lessee shall pay rent equal to \$26,522.52, due and payable in six installments of \$4,420.42 on May 1, June 1, July 1, August 1, September 1 and October 1.

5. For the period January 1, 2027 through October 31, 2027, Lessee shall pay rent equal to \$27,318.18, due and payable in six installments of \$4,553.03 on May 1, June 1, July 1, August 1, September 1 and October 1.

6. Full rent payments shall be due and payable, in advance, on or before the first day of each calendar month in which they are due. Payment of rent shall be sent to the City Auditor, 411 W. First Street, Room 120, Duluth, Minnesota 55802. Rent payments shall be deposited into 110-121-1222-4627 (General Fund, Public Admin, Facilities Management, Concessions and Commissions).

4. Paragraph A. in Article IV of the Lease is deleted in its entirety. Paragraph B.1. in Article IV of the Lease is amended and replaced in its entirety with the following Paragraph B.1.:

1. All of Lessee's books and records shall be kept at a location within the City of Duluth and shall be maintained in accordance with generally accepted accounting principles.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Second Amended and Restated Lease Agreement as indicated below.

CITY OF DULUTH

Crabby Ol' Bills, Inc.

By: _____
Mayor

DocuSigned by:
Alessandro Giuliani
By: _____
73A8170140E04DA

Printed Name: Alessandro Giuliani

Attest: _____
City Clerk

Its: President

Dated: 6/27/2023

Dated: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

EXHIBIT A

 Premises

