

FIRST AMENDMENT TO RANCH AND HOME SUPPLY, LLC'S ECONOMIC ASSISTANCE AGREEMENT

This **FIRST AMENDMENT** is executed this _____ day of July, 2018, by and between **Ranch and Home Supply, LLC**, a Montana limited liability company, d/b/a Murdoch's Ranch & Home Supply ("Murdoch's"), and the **Town of Castle Rock** ("Town").

RECITALS

Murdoch's and Town, being Parties to that certain "Ranch and Home Supply, LLC Economic Assistance Agreement" dated July 2, 2018 ("**Agreement**"), hereby express their mutual desire and intent to amend the terms of the Agreement and amend by this writing those terms, covenants, and conditions as hereinafter provided.

NOW, THEREFORE, Murdoch's and Town hereby amend the Agreement as follows:

1. **SECTION 3.01. Qualifying Project**, shall be deleted, in its entirety, and replaced with the following:

All financial assistance contained in this Article III is conditioned on the receipt of an application for a building permit for the Project that includes the Tenant Improvements substantially similar to those outlined in **Exhibit 2** not later than **November 6, 2018**, and opening of the Project to the public not later than **May 15, 2019** ("Compliance Date(s)"). If, (i) the Project is not constructed in substantial conformance with the **Exhibit 2** criteria, or (ii) either of the Project progression dates are not met by Murdoch's, then at the option of the Town, this Agreement may be terminated, in which event it shall then have no force or effect, and all financial assistance established in this Article III shall lapse. The date the Project is open to the public shall be referred to as the "Opening Date."

Alternatively, Town, at its sole option and discretion, may waive the deviation from **Exhibit 2** criteria and/or extend the Compliance Date(s). Any action taken by the Town under this Section shall be effected by written notice to Murdoch's by the Town Manager, and shall become effective and irrevocable as of the date of such notice. The cure rights afforded to Murdoch's under Section 4.03 shall not be applicable to notice given pursuant to this Section 3.01.

2. **ALL TERMS, COVENANTS, AND CONDITIONS IN THE AGREEMENT NOT MODIFIED BY THE FIRST AMENDMENT SHALL REMAIN IN FULL FORCE AND EFFECT AS IF RE-STATED IN THEIR ENTIRETY HEREIN.**

3. **COUNTERPARTS.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures hereon shall for all purposes be regarded as originals.

ATTEST:

TOWN OF CASTLE ROCK

By: _____
Lisa Anderson, Town Clerk

By: _____
Jennifer Green, Mayor

Dated: _____

Dated: _____

Approved as to form:

By: _____
David L. Corliss, Town Manager

By: _____
Robert J. Slentz, Town Attorney

Dated: _____

Dated: _____

RANCH AND HOME SUPPLY, LLC,
a Montana limited liability company

By: _____
Jennifer L. Cogley, CFO

Dated: _____