

**SECOND AMENDMENT TO  
RANCH AND HOME SUPPLY, LLC  
ECONOMIC ASSISTANCE AGREEMENT**

**DATE:** \_\_\_\_\_, 2019.

**PARTIES:** **TOWN OF CASTLE ROCK**, a home rule municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

**RANCH AND HOME SUPPLY, LLC**, a Montana limited liability company, d/b/a Murdoch’s Ranch & Home Supply, 2311 N. 7th Avenue, Bozeman, Montana 59715 (“Murdoch’s”).

**RECITALS:**

A. Town and Murdoch’s are Parties to the Ranch and Home Supply, LLC Economic Assistance Agreement dated July 2, 2018, as amended by the First Amendment to Ranch and Home Supply, LLC’s Economic Assistance Agreement dated July 24, 2018 (“Agreement”).

B. The Parties have determined that it is necessary and appropriate to amend the Agreement to extend the Compliance Dates set forth in Section 3.01 of the Agreement.

**THEREFORE**, in reliance on the matters set forth above and in consideration of the mutual promises contained in this Agreement, the Parties agree and covenant as follows:

**1. Amendment. Section 3.01 Qualifying Project** is amended in its entirety to read as follows:

**3.01 Qualifying Project.** 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***, and opening of the Project to the public not later than May 31, 2019 (“Compliance Date(s)).” Murdoch’s satisfied the requirement of obtaining a building permit for the Tenant Improvements, which permit was issued by Town on December 28, 2018. 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. Ratification.** Except to the extent expressly modified by this Second Amendment, the Agreement is in full force and effect. To the extent of any inconsistency between this Second Amendment and the Agreement, the terms and conditions of this Second Amendment shall control.

**3. Counterparts.** This Second 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.

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**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Robert J. Slentz, Town Attorney

\_\_\_\_\_  
David L. Corliss, Town Manager

**STATE OF COLORADO**           )  
  ) ss.  
**COUNTY OF DOUGLAS**       )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Lisa Anderson as Town Clerk and Jason Gray as Mayor of the Town of Castle Rock, Colorado.

Witness my official hand and seal.

My commission expires: \_\_\_\_\_

( S E A L )

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

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

**By:** \_\_\_\_\_  
**Jennifer L. Cogley, Chief Financial Officer**

**STATE OF MONTANA**                    )  
  ) ss.  
**COUNTY OF GALLATIN**            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Jennifer L. Cogley as Chief Financial Officer for Ranch and Home Supply, LLC, a Montana limited liability company.

Witness my official hand and seal.

My commission expires: \_\_\_\_\_

( S E A L )

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