



**First Amendment to the Façade Improvement Program Loan Agreement  
by and between the City of Minot and Big M Minot, LLC**

THIS FIRST AMENDMENT to the Façade Improvement Program Loan Agreement ("Agreement") between the City of Minot ("City") and Big M Minot, LLC ("Property Owner"), for funding to improve their façade is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the "Amendment Effective Date"), by and between the City and Property Owner (each a "Party" and collectively "the Parties").

WHEREAS, the City and the Property Owner entered into a Façade Improvement Program Loan Agreement effective July 23, 2023;

WHEREAS, the July 23, 2023 Agreement concerns façade improvements made to the following property:

NAME OF BUSINESS/DESCRIPTION OF PROPERTY: Big M Minot, LLC

ADDRESS OF PROPERTY TO BE IMPROVED: 123 1st Street SW

PARCL ID: MI24.238.060.0150

LEGAL DESCRIPTION: ORIGINAL MINOT ADDITION LOTS 13, 14, 15 & SOUTH 3.2' OF LOT 16 BLOCK 6

WHEREAS, Paragraph 2.b. on page 2 of the Agreement requires the Project to be completed by January 20, 2024; and

WHEREAS, the Property Owner has asked the City Council to allow the Project completion deadline to be extended to December 31, 2024 due to difficulty in obtaining necessary building materials; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties, intending to be legally bound, hereby agree to amend paragraph 2.b. on page 2 of the Agreement as follows, effective as of the Amendment Effective Date:

- b. Project Completion. The Project shall be completed on or before December 31, 2024. The City Council, in its reasonable discretion, may allow extension due to inclement weather or difficulty in obtain building materials.

This Amendment may be executed in one or more facsimile, electronic or original counterparts, each of which shall be deemed an original and both of which together shall constitute the same instrument.

All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment or the original Agreement shall also include the terms contained in this Amendment. To the extent there should be any conflict between the terms of the Agreement and this Amendment, the terms and provisions of this Amendment shall govern and control.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement effective as of the Amendment Effective Date.

Dated: \_\_\_\_\_, 20\_\_\_\_.

CITY OF MINOT

By:

\_\_\_\_\_  
Thomas Ross

Its: Mayor

STATE OF NORTH DAKOTA        )  
  ) SS.  
COUNTY OF WARD                )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by Mayor Thomas Ross on behalf of the City of Minot.

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

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Dated: April 19, 2024.

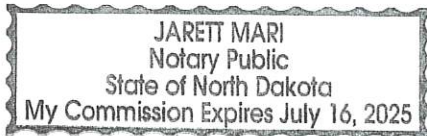
PROPERTY OWNERS

By: [Signature]  
Its: President

By: [Signature]  
Its: Treasurer

STATE OF NORTH DAKOTA     )  
  ) SS.  
COUNTY OF WARD            )

The foregoing instrument was acknowledged before me on April 19<sup>th</sup>, 2024  
by Jarett Mari on behalf of Big M Minot, LLC, PROPERTY OWNER.



[Signature]  
Notary Public

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