

FIRST AMENDMENT TO PURCHASE AGREEMENT

This First Amendment to Purchase Agreement (this “First Amendment”) is made this ____ day of October, 2023 by and between the Grand Rapids Economic Development Authority, a public body corporate and politic under the laws of the State of Minnesota (the “Buyer”) and the Moyer Family Trust under a Trust Agreement dated May 11, 2012, David J. Figi, a single person, Laura M. Figi, a single person, and John C. Langbein and Maja Langbein, married to each other (collectively referred to herein as the “Sellers”).

WHEREAS, the Sellers and the Buyer entered into that certain Purchase Agreement dated _____, 2023 (the “Agreement”) providing for the conveyance by the Sellers to the Buyer of certain property located in the City of Grand Rapids, Itasca County, Minnesota and legally described as follows:

The Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4), Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), West of the Fourth Principal Meridian, LESS the following three (3) tracts: Tract 1: South Twenty (20) acres thereof; Tract 2: North 198 feet of West 440 feet thereof; Tract 3: East 330 feet of the North Half thereof, Itasca County, Minnesota

PID: 91-033-1410

(the “Property”); and

WHEREAS, due to unanticipated delays, the parties have determined to further extend the Closing Date set forth in the Agreement to December 15, 2023; and

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. Amendment to Paragraph 9 of the Agreement. Paragraph 9 of the Agreement is amended to read as follows:

9. Closing Date. The date of closing shall be on December 15, 2023 or earlier, unless mutually extended and expressed in writing signed by both Parties (the “**Closing Date**”). The closing shall be made at the offices of the Title Company or at such other location as is mutually agreed upon by the Parties. All deliveries and notices to Buyer shall be made as provided in Section 16 of this Agreement.

2. Miscellaneous. Except as amended by this Amendment, the Agreement shall remain in full force and effect.

(Remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this First Amendment to Purchase Agreement as of the date written above.

BUYER

**GRAND RAPIDS ECONOMIC
DEVELOPMENT AUTHORITY**

By: _____

Its: President

By: _____

Rob Mattei
Its: Executive Director

SELLERS

**MOYER FAMILY TRUST UNDER A
TRUST AGREEMENT DATED MAY 11,
2012**

By: _____

Its: _____

By: _____
David J. Figi

By: _____
Laura M. Figi

By: _____
John C. Langbein

By: _____
Maja Langbein