

FIRST AMENDMENT TO PURCHASE AND DEVELOPMENT CONTRACT

This First Amendment to Purchase and Development Contract (“First Amendment”) is made this 12th day of December, 2024 by and between GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic under the laws of the State of Minnesota (“Authority”) and FREE RANGE FOOD CO-OP, a Minnesota cooperative association (“Developer”).

WHEREAS, the Authority and the Developer entered into that certain Purchase and Development Contract dated April 16, 2024 (the “Contract”) providing for the conveyance by the Authority to the Developer for the development of certain improvements thereon of certain property located in the City of Grand Rapids, Itasca County, Minnesota and legally described as follows:

Lots 5 and 8 less the North one foot (1’) and all of lots 6-7, Block 36, Grand Rapids First Division according to the plat thereof on file in the office of the Register of Deeds, Itasca County, Minnesota.

AND

The North twenty-one feet (21’) of Lots 6-7 together with the vacated N/S alley adjacent thereto, Block 6, Town of Grand Rapids according to the plat thereof on file in the office of the Register of Deeds, Itasca County, Minnesota

(the “Development Property”); and

WHEREAS, the Developer has requested and the Authority has agreed to extend the Closing Date set forth in the Agreement to no later than December 21, 2025; and

WHEREAS, the Developer understands and agrees that if Closing is to occur after December 21, 2025, an amendment to the purchase agreement will be required to modify the commencement and completion of construction dates of the minimum improvements; and

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

1. Amendment to Section 3 of the Agreement. Section 3.3(d) of the Agreement is amended to read as follows:

(d) The closing on conveyance of the Development Property from the Authority to Developer shall occur upon satisfaction of the conditions specified in this Section, but no later than December 21, 2025, or at such other date as is mutually agreed upon by the parties (the “Closing”); provided, however, that if all of the foregoing conditions have not been satisfied or waived on or before December 21, 2025, either the Authority or Developer may thereafter terminate this Agreement by ten days written notice. Thereafter neither party shall have any obligations or liability to the other hereunder.

2. Amendment to Section 4 of the Agreement. Section 4.3 of the Agreement is amended to read as follows:

Section 4.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, and Developer’s acquisition of fee title to the Development Property, Developer must commence construction of the Minimum Improvements by July 1, 2026. Subject to Unavoidable Delays, Developer must substantially complete or cause to be substantially completed the construction of the Minimum Improvements by October 1, 2027. All work with respect to the Minimum Improvements to be constructed or provided by Developer on the Development Property shall be in substantial compliance with the Construction Plans in all material respects as submitted by Developer and approved by the Authority. For purposes of this Agreement, commencement of construction shall mean completion of site grading and commencement of foundation work on the Development Property.

Developer agrees for itself, its successors and assigns, and every successor in interest to the Development Property, or any part thereof, that Developer, and such successors and assigns, shall promptly begin and diligently prosecute to completion the development of the Development Property through the construction of the Minimum Improvements thereon, and that such construction shall in any event be commenced and completed within the period specified in this Section 4.3 of this Agreement. Subsequent to conveyance of the Development Property, or any part thereof, to Developer, and until construction of the Minimum Improvements has been completed, Developer shall make reports, in such detail and at such times as may reasonably be requested by the Authority, as to the actual progress of Developer with respect to such construction.

3 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 and Development Contract as of the date written above.

GRAND RAPIDS ECONOMIC
DEVELOPMENT AUTHORITY

By: _____

Its: President

By: _____

Its: Executive Director

STATE OF MINNESOTA)
) SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by _____ and _____, the President and Executive Director, respectively, of the Grand Rapids Economic Development Authority, a public body politic and corporate under the laws of Minnesota, on behalf of the Authority.

Notary Public

FREE RANGE FOOD CO-OP

By _____
Its Chief Executive Officer

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Garret Hill, Chief Executive Officer of Free Range Food Co-op, a Minnesota cooperative association, on behalf of the association.

Notary Public

This instrument was drafted by:

Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402