

FIRST AMENDMENT TO PURCHASE AGREEMENT

This First Amendment to Purchase Agreement (the “First Amendment”), has been made and entered into effective as of this _____ day of _____, 2021, by and between Border States Industries, Inc., a North Dakota corporation (“Buyer”) and the Housing and Redevelopment Authority in and for the City of Marshall, a body corporate and politic in the state of Minnesota (“Seller”).

RECITALS

WHEREAS, Buyer and Seller are parties to that certain Purchase Agreement, dated January 12, 2021 (the “Purchase Agreement”); and

WHEREAS, upon its investigation of the Property, Buyer has encountered soils on the Property that are in need of correction (the “Soil Correction Work”); and

WHEREAS, the Soil Correction Work is an unanticipated expense; and

WHEREAS, Buyer has requested, and Seller has agreed to share equally in the cost of the Soil Correction Work with Buyer in an amount not to exceed \$25,000; and

WHEREAS, Buyer and Seller hereby wish to further amend the Purchase Agreement as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Purchase Agreement is hereby amended to include a new paragraph 26 which shall read as follows:

26. **SOIL CORRECTION WORK.** It has been determined by Buyer upon its investigation of the Property that the Property is in need of soil correction work in order to make the Property buildable for Buyer’s intended use. Buyer has requested and Seller has agreed to share equally in the cost of the soil correction work with Buyer. Seller’s share of the cost of the soil correction work shall not exceed \$25,000. Seller shall deposit in escrow with the Title Company, at Closing, the sum of \$25,000 for its share of the soil correction work on the Property. The soil correction work will be completed by Buyer after Closing. Seller’s liability for the soil correction work shall be limited to \$25,000. Buyer shall submit copies of receipts for its expenses that it incurred for the soil correction work to the title company for reimbursement. The title company may reimburse Buyer for 50 percent of each receipt from the Seller’s escrowed funds in an amount not to exceed \$25,000. Any amount in the escrow that is not used by the title company to

reimburse Buyer for Seller's share of the soil correction work shall be refunded to Seller by the title company. The soil correction work must be completed by Buyer and the receipts for the soil correction work must be submitted to the title company by the Buyer no later than _____, 20____. After this date, any remaining amount in the escrow shall be refunded by the title company to Seller. Buyer and Seller shall equally share in any fees charged by the title company for holding the escrowed funds. This paragraph shall survive closing.

2. Except with regard to the amendment set forth above, all other provisions of the Purchase Agreement shall remain unchanged.

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IN WITNESS WHEREOF, Buyer and Seller have caused this First Amendment to be signed and executed on their behalf as of the day and year first written above.

BUYER:

Border States Industries, Inc.
a North Dakota corporation

By: _____

Its: _____

SELLER:

**Housing and Redevelopment Authority in and
for the City of Marshall**

By: _____

Its: President

By: _____
Sharon Hanson

Its: Executive Director