

## ADDENDUM TO PURCHASE AGREEMENT

This Addendum (“Addendum”) to the Purchase Agreement dated October 3, 2019, by and between Helena Chemical Company, a Delaware corporation, now known as Helena Agri-Enterprises, LLC, a Delaware limited liability company (“Seller”) and the Housing and Redevelopment Authority, in and for the City of Marshall, a Minnesota municipal corporation, (“Buyer”), is entered into this \_\_\_\_ day of August, 2022.

WHEREAS, the Purchase Agreement dated October 3, 2019 (“Purchase Agreement”), requires that Seller complete the Remediation, subject to approval by the Minnesota Department of Agriculture (MDA), as a condition of Buyer’s obligation to purchase the Property;

WHEREAS, the Purchase Agreement indicates that the closing on the acquisition of Property would occur in such time when the Seller has received from MDA, a “no further action” or similar letter indicating that Seller has completed the Remediation pursuant to MDA’s satisfaction;

WHEREAS, the parties have agreed that Seller, subject to the terms and conditions set forth herein, shall demolish and remove the existing dry fertilizer building, its’ concrete floor and concrete foundation from the Property; and

WHEREAS, Buyer and Seller each agree to be responsible for one-half of the demolition and removal costs associated with the dry fertilizer building, its’ concrete floor and foundation to be shared equally by the parties hereto subject to the financial limitations as follows.

Now, THEREFORE, the parties hereby agree as follows:

1. Buyer agrees to contribute one-half of the demolition removal costs of the dry fertilizer building, its’ concrete floor and foundation in a total amount not to exceed \$64,400.00.
2. The parties agree that the additional payment for the demolition and removal of the dry fertilizer building, its’ concrete floor and foundation shall be paid as an additional cost to Seller at closing.
3. Paragraph 3 of the Purchase Agreement is amended to include an additional subparagraph d:
  - d.) In addition to the Purchase Price, at Closing, Buyer shall reimburse Seller one-half of the demolition and removal costs associated with the dry fertilizer building, its’ concrete floor and foundation up to an amount not to exceed \$64,400.00.
4. Any terms not defined herein shall have the meaning set forth in the Purchase Agreement.
5. All other terms and conditions of the Purchase Agreement between the parties hereto remain in full force and effect.
6. This Addendum is not a novation of terms of the Purchase Agreement. It is so agreed.

**The Rest of this Page has been Intentionally Left Blank.  
Signature Page to Follow.**

**HELENA AGRI-ENTERPRISES, LLC  
(F/K/A HELENA CHEMICAL COMPANY)**

By: Joan T. Murphy  
Joan T. Murphy  
Its: General Counsel & Assistant Secretary – Helena Agri-Enterprises

STATE OF TENNESSE     )  
  )ss  
COUNTY OF SHELBY    )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August, 2022, by Joan T. Murphy, the General Counsel & Assistant Secretary of Helena Agri-Enterprises, LLC, a Delaware corporation, as Seller.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



Margie Ferguson  
SIGNATURE OF PERSON TAKING  
ACKNOWLEDGMENT

**HOUSING AND REDEVELOPMENT  
AUTHORITY  
IN AND FOR THE CITY OF MARSHALL**

By: \_\_\_\_\_  
Robert J. Byrnes  
Its: Chair

By: \_\_\_\_\_  
Sharon Hanson  
Its: Executive Director

STATE OF MINNESOTA     )  
  )ss  
COUNTY OF LYON        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Robert J. Byrnes and Sharon Hanson, the Chair and Executive Director of the Housing and Redevelopment Authority in and for the City of Marshall, a municipal corporation under the laws of the State of Minnesota, on behalf of the municipal corporation.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

\_\_\_\_\_  
SIGNATURE OF PERSON TAKING  
ACKNOWLEDGMENT