

## FIRST AMENDMENT TO PURCHASE AGREEMENT

This First Amendment to Purchase Agreement (“Amendment”) is made this 23<sup>rd</sup> day of June, 2026, by Independent School District No. 256, Red Wing, a Minnesota public school district (“District”), and the Red Wing Port Authority, an economic development agency (“RWPA”).

WHEREAS, the District and RWPA entered into a Purchase Agreement dated December 15, 2025 (the “Purchase Agreement”), wherein the District agreed to sell and the RWPA agreed to purchase the Property described in the Purchase Agreement.

WHEREAS, the District and RWPA desire to amend the Purchase Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the covenants herein contained, the District and RWPA hereby amend the Purchase Agreement as follows:

1. The first paragraph of Paragraph 2 is deleted and replaced with the following:

**The RWPA’s Contingencies.** The obligations of the RWPA under this Agreement are contingent upon each of the following being completed to the RWPA’s satisfaction on or before October 31, 2026 (“Contingency Date”):

2. The first sentence of Paragraph 3 is deleted and replaced with the following:

**Closing.** The Closing on the purchase and sale of the Property contemplated by this Agreement (the “Closing”) shall occur on November 30, 2026, or such sooner date as agreed upon by the parties (the “Closing Date”).

3. Except as specifically amended herein, the terms and conditions of the Purchase Agreement shall remain in full force and effect. To the extent any terms of this Amendment conflict with the terms of the Purchase Agreement, the terms of this Amendment shall prevail.
4. This Amendment may be executed in any number of counterparts and each shall have the same effect as if each copy were signed by all parties. The parties to this Amendment further agree that electronic and/or facsimile signatures on this Amendment or any agreement related hereto shall be treated with the same force and effect as original signatures.

[signature page to follow]

**IN WITNESS WHEREOF**, this Amendment has been duly executed as of the date first above written.

**INDEPENDENT SCHOOL DISTRICT NO. 256, RED WING**

By: \_\_\_\_\_  
Ryan Riester, Board Chair

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jennifer Tift, Clerk

Dated: \_\_\_\_\_

**RED WING PORT AUTHORITY**

By: \_\_\_\_\_  
Jay Wardle, Treasurer

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Kyle Klatt, Executive Director

Dated: \_\_\_\_\_