

August 13, 1991

**ADDENDUM**

IT IS HEREBY AGREED by and between the City of Superior, Wisconsin, a municipal corporation (hereinafter "City" and/or "Lessor") and Lake Superior Laundry, Inc., a Minnesota Corporation, (hereinafter "Tenant" and/or "Lessee") as follows:

1. That this Addendum has the purpose of amending, clarifying and/or explaining some of the terms and conditions of the Development Agreement, Lease and Short Form Lease previously entered into by these parties.

2. That paragraph 3 of the Development Agreement is amended to provide that construction shall commence on or before August 1, 1991 and shall be substantially completed by March 31, 1992.

3. That paragraph 3 of the Lease is amended to provide that construction shall be substantially completed on or before March 31, 1992.

4. That the completion date herein provided is subject to modification because of causes beyond the control of Lessee and may be extended if such completion is delayed because of weather, act of God, labor dispute or such other similar cause.

5. That such documents hereinbefore referred to, have varying dates of execution and inception and the parties hereby waive any defects, based upon such apparent inconsistency and agree that all documents shall be deemed to have been executed and their inception date shall be August 1, 1991.

6. That paragraph 2 of the Lease is amended to provide:

"2 Term: The tenant shall have and hold said land for a term of 60 years, commencing on the date that tenant makes its first payment to the general contractor on such project, or October 1, 1991, which ever date occurs first. The term of the Lease shall automatically be extended beyond the initial 60 year term under the provisions of paragraph 27 below. The effective date of the Leasehold Interest must be established by recorded memorandum signed by the City of Superior and Lake Superior Laundry, Inc."

7. That the Short Form Lease shall be amended to provide that the term of the Lease shall be as provided in the Lease and as now set forth in this Addendum.

8. That all the terms and conditions of the lease, including those provisions of paragraph 7, Soil Conditions and Non-Contamination, shall accrue to the benefit of any assignee of the Lease, including an assignee for security purposes.

9. That Lessor shall retain fee ownership of the land, subject to Tenant's leasehold interest and the Lessee, its successors and assigns or secured parties shall have ownership of the building and improvements on such land, subject to the terms of the Lease, including its termination and/or extension.

10. That Lessor agrees to defend, hold harmless and indemnify the Lessee, its successors and assigns, as to all outstanding money judgments of record against the City of Superior.

11. That the terms "possession" and "closing" shall be defined so as to be consistent with the term of the Lease, but in no case shall be a date later than October 1, 1991.

12. That paragraph 16 of the Lease is amended to provide that the description of the land shall be:

"Lots Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20) of Block Thirty-Nine (39), West Superior, First Division, in the City of Superior."

13. That all other terms and conditions of said Development Agreement, Lease and Short Form Lease shall be as originally set forth, subject to the foregoing.

IN WITNESS WHEREOF, the parties have signed this Addendum as of the day and date written opposite their signatures.

CITY OF SUPERIOR, WISCONSIN

Dated: Sept 4, 1991

By: Hubert W. Berg  
Its Mayor

and By: Margaret Ciccone  
Its City Clerk

LAKE SUPERIOR LAUNDRY, INC.

Dated: 23 Aug 91

By: Max Blangum  
Its Bus