

EXHIBIT D

USE AGREEMENT

1. Parties to the Agreement. This Agreement is made by and between the following parties:

(A) The Town of Duluth, a Minnesota township, which exercises its powers herein through its elected Town Board of Supervisors (the "Town");

(B) ABC of North Shore Community School, Inc., an affiliated building corporation organized by the North Shore Community School pursuant to Minn. Stat. § 124D.10, subd. 17a (c), and incorporated as a 501 (c) 3 nonprofit corporation under Minnesota Statutes Chapter 317A ("ABC");

(C) North Shore Community School, a Minnesota Charter School organized pursuant to Minn. Stat. §§ 124D.10-.11 and incorporated as a 501 (c) (3) non-profit corporation pursuant to Minnesota Statutes Chapter 317A ("NSCS").

2. The "Property." The term "Property" means:

(A) Two adjoining parcels of land, each approximately 20 acres, legally described as follows: **Parcel A:** The west one-half of the southwest quarter of the southwest quarter of Section 32, Township 52, Range 12 West. **Parcel B:** The east one-half of the southwest quarter of the southwest quarter of Section 32, Township 52, Range 12 West.

(B) All buildings, structures, or other improvements located upon that land as of the date of this Agreement;

(C) All equipment, machinery, supplies, fixtures, or other personal property owned by or belonging to the Town which are on the land or within the buildings and structures as of the date of this Agreement except as identified on Addendum 1.

(D) For purposes of Section 8-11 and 15 the term "Property" also includes any buildings, structures, fixtures, improvements, equipment, machinery, supplies, or other personal property located on the land or in the buildings at the time ABC or NSCS offer to sell the Property to the Town.

3. Consideration for this Agreement. Pursuant to a separate purchase agreement, the Town is transferring title to the Property to ABC. ABC will own and lease the Property to NSCS which, in turn, will operate and manage a public school upon the Property. ABC and NSCS, in return for the transfer of the Property, grant the Town use of the Property as a Township Community Center, pursuant to the terms and conditions of this Agreement. Additional good and sufficient consideration exists, but the foregoing constitutes the primary consideration.

4. Use of the Property as a Public School and a Township Community Center. ABC and NSCS agree that they will use the Property exclusively for a public school, or for purposes directly related to its use as a public school. ABC and NSCS grant the Town the right to use the Property as a Township Community Center, pursuant to the terms and conditions of this Agreement.

5. Possible Future Legislative Changes Regarding ABC. Affiliated building corporations, such as ABC, are organized pursuant to Minn. Stat. § 124D.10, subd. 17a, and the legislation authorizing them is relatively new and may be subject to change, amendment, repeal, or revision in the future. If, (1) solely by reason of legislative changes, ABC must change its corporate form, name, or create a successor, and (2) such changes and the substitution of ABC's successor would not affect or alter any of the other duties, obligations, interests, or rights of the parties to this agreement, then the Town and NSCS agree to allow substitution of ABC's successor for ABC under this Agreement.

6. Nature and Types of Community Center Uses.

(A) *Intent.* The parties recognize the full scope of reasonable and appropriate community center uses is difficult to precisely define, and likely will change over time. The parties shall cooperate with one another to use the Property, to the fullest extent reasonably possible, as both a public school and a township community center. Subject to that, the parties recognize the Property's primary purpose is as a public school. ABC and NCSC will use their best efforts to reasonably accommodate the Town's appropriate community center uses. The Town recognizes its community center uses will ordinarily be subordinate to ABC and NSCS's need to own, operate, maintain, and use the Property in a secure, responsible, and financially feasible manner as a public school. Subject to these general goals and intentions, community center uses which are mutually recognized as either appropriate or inappropriate are described in the following paragraphs.

(B) *Inappropriate Community Center Uses.* There shall be no use of alcohol or tobacco upon the Property. There shall be no unlawful uses. There shall be no uses that are contrary to reasonable and commonly understood standards of decorum, safety, and security at a public school and a community center.

(C) *Appropriate Community Center Uses.* Appropriate uses of the Property as a community center include, but are not necessarily limited to, educational, recreational, governmental, and social uses.

Educational. All parties recognize community education as an appropriate community center use. The Town acknowledges that community education programs will ordinarily need to be scheduled during the evenings or on weekends to avoid unduly interfering with the School's operations and needs.

Recreational. All parties recognize recreational uses as an appropriate community center use. These include but are not limited to various types of athletic activities and sporting events using the gymnasium, hockey rinks (and warming shed), baseball field, soccer fields, hiking and ski trails, and the grounds in general. The Town acknowledges that recreational uses ordinarily will be scheduled during the evenings or on weekends to avoid unduly interfering with the School's operations and needs.

Governmental. All parties recognize that, from time to time, (1) town hall meeting facilities are too small for the expected audience, and (2) various boards, commissions, or other community groups at times cannot meet at the town hall due to scheduling conflicts there. To the extent no conflict exists with legitimate school uses, purposes, or activities, ABC and NSCS agree the Town may use the Property to hold these types of meetings.

Social. All parties recognize that, from time to time and subject to appropriate conditions, use of the Property for social gatherings and by non-profit community groups may be appropriate community center uses.

(D) *Joint Use Committee*. The parties hereby create a Joint Use Committee ("JUC").

The JUC shall consist of five members. One member shall be appointed by ABC, one by NSCS, and two by the Town—those four members may, but are not required to be, members of their respective Boards or staff members of ABC, NSCS, or the Town. The fifth member, who shall not be a member of any of the three Boards or a staff member of ABC, NSCS, or the Town, shall be appointed by those four members. All meetings of the JUC shall be noticed and open to the public in accordance with the Open Meeting Law. Meetings of the JUC shall be held upon the request of any member of the JUC, or upon request of any of the three Boards.

The parties anticipate most issues about (1) whether uses are appropriate, (2) whether and what types of conditions should be placed upon uses, (3) whether appropriate uses conflict in a way that cannot be reasonably accommodated, or (4) other similar types of issues will be resolved informally between the staff members of ABC, NSCS, and the Town, without active participation by the JUC or the Boards of ABC, NSCS, or the Town.

However, if those or other issues relating to community center use cannot be resolved informally, or if any member of the JUC disagrees with the informal resolution, any member of the JUC may call a meeting of the JUC for the purpose of discussing, considering, and making a preliminary determination about the issue.

If any member of the JUC believes, at any time during the JUC's discussion and consideration of an issue, that the issue is inappropriate for a preliminary determination by the JUC and should instead be determined by the Boards of the Town, ABC, and NSCS, the JUC shall refer the issue to a joint meeting of those three Boards.

If all members of the JUC believe the issue is appropriate for a preliminary determination by the JUC, and reach a unanimous decision about the proper outcome, the JUC may make a preliminary determination. The members of the JUC appointed by each Board shall then report in a timely manner to their respective Boards about the issue and the JUC's preliminary determination. If any of the three Boards disagree with the JUC's preliminary determination, that Board may demand that a joint meeting of the three Boards be held in an attempt to reach an agreement and resolution of the issue. If an agreement and resolution cannot be reached, any of the Boards may demand arbitration pursuant to Section 19 of this Agreement. The JUC's preliminary determination, if any, shall be admissible in any such arbitration.

(E) *Fees or Charges for Uses*. Neither ABC nor NSCS shall charge any fees to or demand any other form of compensation from the Town, its departments, or agencies for any community center uses. ABC and NSCS may set fees and charges for other users. Nothing in this Agreement prevents the Town, its departments, or agencies from charging users its own fees or charges for community center uses.

Subject to the foregoing paragraph, if other issues about fees or charges arise, the issue shall be referred to the Joint Use Committee, and the issue shall be considered and determined pursuant to the process described in subpart (D) above.

(F) *Improvements to the Property.* ABC and NSCS are responsible for the maintenance of the Property. The Joint Use Committee shall from time to time meet to discuss and consider improvements to the Property. The JUC may make recommendations to the Boards of ABC, NSCS, and the Town regarding improvements. The JUC's recommendations about improvements are advisory only, and shall not bind any of the Boards to make, agree to, or contribute to any recommended improvements. Each Board's decision to commit to or refuse to commit to any improvement is final, and not subject to appeal, arbitration, or judicial review. Nothing in this Agreement requires or should be interpreted to require (1) the Town to make or contribute to the making of any improvement on the Property or (2) ABC/NSCS to agree to or accept any improvement the Town might wish to make.

7. Duluth Township Community Center Funds. Prior to this Agreement, and since 2002, the Town has owned the Property as a community center and NSCS has rented the Property from the Town for public school purposes. The rental payments, when received by the Town, became Town property. The Town kept the rental payments in a separate Town account known as the Duluth Township Community Center Fund (CCF). From the CCF, the Town (1) paid its expenses connected with owning the Property, (2) paid for capital improvements and betterments to the community center, and (3) retained the balance in anticipation of future capital improvements and betterments to the community center. When the Town transferred title to the Property to ABC, a balance remained in the CCF.

The parties recognize that the funds remaining in the CCF are Town funds, and may be used by the Town for any lawful township purpose. The parties also recognize that the Town's ongoing use of the Property as a community center, pursuant to this Agreement, is valuable to the Town. The current Town Board does not commit itself or future Town Boards as to how the amounts in the CCF shall be used, but encourages the use of CCF funds only for the improvement and betterment of the Property as a township community center.

The Town Board encourages ABC and NSCS, from time to time, to make proposals about how the CCF funds might be expended in ways that might mutually benefit (1) ABC/NSCS in their role as the owner of the Property for public school purposes and (2) the Town in its role as a user of the Property for community center purposes. ABC and NSCS encourage similar proposals from the Town. However, nothing in this Agreement requires or should be construed or interpreted as requiring the Town to expend funds for the Property for any purpose, to restrict the Town's power to use the CCF funds in any way for any lawful purpose, or to require ABC or NSCS to allow improvements or betterment of the Property by the Town.

8. Sale by ABC of Property or Portion of Property—Right of First Refusal. ABC shall not sell the Property or any portion of the Property except in accordance with the provisions of this section. For purposes of this section "Property" does not include personal property owned by ABC or NSCS as defined in Section 2 (C).

(A) *Notification and Explanation of Proposed Sale.* ABC shall, prior to selling the Property or any portion of it, notify the Town in writing of its intention to sell. The

notification shall include at a minimum (1) a description (including an accurate legal description) of what it proposes to sell, (2) an explanation of to whom it proposes to sell, (3) the proposed or agreed-upon sales price, (4) its understanding of the purchaser's intentions for the future use or uses of the property after the sale, and (5) ABC's reasons for selling.

(B) *Right of First Refusal/Option to Purchase.* ABC shall, in that same notification, offer the Town the right to purchase the Property (or, if only a portion of the Property is proposed for sale, that portion of the Property) for the sum of one dollar. The Town shall then have ninety (90) days in which to notify ABC in writing whether it shall purchase the Property (or the portion of the Property) for one dollar. The ninety day period commences not upon receipt of ABC's written notification, but upon the Town Board's first regular meeting after receiving the written notification. If the Town elects to purchase the Property (or the portion of the Property) for one dollar, ABC shall reasonably cooperate with the Town to accomplish the transfer of title, ownership, and possession to the Town, with ABC and the Town each bearing their usual and customary expenses including legal fees related to the transfer.

9. Continued Ownership and Use as a Public School, and Potential Dissolution of ABC.

(A) ABC shall own and NSCS shall use the Property exclusively for purposes directly related to operating a public school. If ABC or NSCS cease owning and operating the Property, or any portion of it, exclusively for those purposes, ABC shall notify and offer to sell the Property, or said portion of it, to the Town for one dollar, in accordance with (or, as far as possible in accordance with) the provisions of Section 8, and the Town shall have the right to purchase in accordance with (or, as far as possible, in accordance with) the provisions of Section 8.

(B) If ABC dissolves or is dissolved as a corporation for any reason, including legislative changes, ABC shall notify and offer to sell the Property to the Town for one dollar, in accordance with (or, as far as possible, in accordance with) the provisions Section 8, and the Town shall have the right to purchase in accordance with (or, as far as possible, in accordance with) the provisions of Section 8. This provision is subject to Section 5.

10. Mortgage of Property. ABC hereby agrees that it shall never mortgage Parcel B nor any portion of Parcel B. For purposes of this paragraph, "mortgage" means a mortgage or any other type of voluntary lien, encumbrance, or similar interest granted by ABC to a third party pursuant to which the third party acquires an interest in Parcel B or any portion of Parcel B as collateral. No such restrictions apply to Parcel A.

ABC may at any time mortgage Parcel A or any portion of it. If ABC mortgages Parcel A or any portion of it and a default occurs in the mortgage, ABC shall promptly notify the Town about the default and provide the Town any necessary information about the mortgage and the default. If ABC cannot promptly cure the default, ABC shall fully cooperate with the Town to (1) enable the Town, if it so chooses, to acquire title to Parcel A from ABC for one dollar either after or in connection with the Town's assumption and satisfaction of ABC's mortgage obligation and (2) offer to sell Parcel B to the Town for one dollar in accordance with (or, as far as possible in accordance with) the provisions of Section 8.

If the Town does not assume or satisfy ABC's mortgage obligation upon Parcel A and

if the mortgage holder forecloses upon or sells Parcel A, ABC agrees to assign to the Town any rights ABC may have to any excess amount ABC may claim or receive as a result of the sale or foreclosure of Parcel A. The Town may, if it so desires, refuse any such assignment.

Nothing in this Agreement should be construed or interpreted to make the Town a party to or a guarantor of any mortgage ABC may make, or to require the Town to assume, take over, or assist ABC in any regard with any mortgage, debt, or obligation it may have.

11. Property Insurance/Destruction of Property. ABC shall at all times maintain and keep in force a policy or policies of insurance in the amount of the full insurable value of the Property and any improvements or alterations thereon against loss or damage caused by fire or any of the risks ordinarily covered by insurance of the type known as "fire extended coverage and broad form perils," or property insurance. If as a result of a fire or other casualty loss ABC and NSCS decide not to rebuild upon the Property or continue public school operations upon the Property then ABC and NSCS shall assign any insurance proceeds, which are not needed to pay expenses or obligations incurred by ABC or NSCS as a result of the fire or other casualty loss, to the Town, ABC shall offer to sell the Property to the Town for one dollar, and the Town may elect to so purchase, pursuant to the provisions of Section 8.

12. Rental of the Property. For purposes of this Section:

"Rental" means a lease or rental to anyone other than NSCS, the Town or its departments or agencies, a latch-key program, or a head-start program.

"Long-term rental" means a rental (1) of more than 120 consecutive days or (2) for any series of periods which, cumulatively during any 12-month period, exceed 120 days.

Without first obtaining the Town's written consent, ABC and NSCS shall not:

1. Enter into any rental or rentals which result in more than 20% of the square footage of the Property's main building being rented, or more than 20% of the Property outside the main building being rented; however, this limitation shall not apply to occasional or sporadic rentals for a single day or weekend to community members, groups, or organizations;
2. Enter into any rental for purposes not related to the Property's use as a public school or community center;
3. Enter into any rental which would prevent the Property from being put to reasonable community center uses; or
4. Enter into any long-term rental as defined above.

If an issue arises about whether a rental or proposed rental complies with the foregoing provisions, the issue shall be referred to the Joint Use Committee, which shall consider the issue and make a report and recommendation in writing to the Boards of the Town, ABC, and NSCS. The JUC's report and recommendation is advisory only, and does not require the Town to give written consent to the rental or proposed rental. If the Town refuses to give written consent after receiving the JUC's report and recommendation, or if ABC or NSCS disagree with the JUC's report and recommendation, any of the Boards may demand that the Boards jointly meet and confer in an attempt to achieve a resolution or agreement. If, after meeting and conferring, the Boards are unable to reach a resolution or agreement, any Board may request arbitration under Section 19 of this Agreement. The JUC's report and recommendations shall be admissible in any such arbitration.

13. Non-Assignment. None of the parties may assign, convey, or in any other way transfer or grant any of their interests or obligations in the Property or under this Agreement unless all parties have, in writing, consented thereto. This, however, does not apply to prevent ABC from mortgaging Parcel A or a portion of Parcel A pursuant to Section 10, or to legislative changes requiring a successor to ABC as described in Section 5.

14. Amendments. All parties recognize that, from time to time, it may become necessary or desirable to amend this Agreement. However, this Agreement shall not be amended, changed, or modified except by a written document agreed upon and signed by the duly-authorized representatives of the Boards of ABC, NSCS, and the Town.

15. Duration of Agreement, and Termination. This Agreement shall endure, continue, and remain in full force and effect as long as ABC owns the Property or any portion of the Property, subject to Section 5 and the following:

(A) ABC may terminate this Agreement by (1) offering to sell the Property to the Town for one dollar pursuant to the provisions of Section 8 above, including but not limited to the provisions regarding the Town's acceptance of and the timelines for acceptance of any such offer, or (2) obtaining the Town's written consent to an assignment, conveyance, transfer or grant of all of ABC's interest in the Property pursuant to Section 13 above.

(B) This Agreement shall also terminate:

(1) If the Property or any portion of it is not owned by ABC and operated by NSCS exclusively for purposes directly related to operating a public school pursuant to Section 9;

(2) In the event of ABC's dissolution pursuant to Section 9, its mortgage default and a foreclosure pursuant to Section 10, or the destruction of the Property coupled with ABC/NSCS's decision to not rebuild or continue public school operations upon the Property pursuant to Section 11.

In any of the circumstances described in this subpart (B), the provisions of Sections 8-11, including but not limited to ABC offering to allow the Town to purchase the Property, or any portion thereof, for one dollar shall apply.

(C) NSCS may only terminate this Agreement if ABC terminates the Agreement as described in the previous paragraphs.

(D) The Town may terminate this Agreement by notifying ABC and NSCS, in writing, of its termination of the Agreement. The Town shall specify, in said notice, the effective date of termination, which may be immediate, or may specify the event or occurrence which would trigger termination.

In the event of termination, ABC and NSCS shall reasonably cooperate to allow the Town to remove any Town property from the premises.

16. Community Center Sign and Bulletin Board.

(A) ABC and NSCS agree to allow the Town, at its sole cost, to use and maintain the

stand-alone exterior sign at the front of the school, the sign on the baseball backstop, and the sign at the warming shed to identify and explain community center matters, activities, or events; provided, however, that these signs (1) shall comply with all applicable governmental ordinances, rules, and regulations, and (2) shall not be enlarged or expanded from their current dimensions without the written consent of ABC and NSCS.

(B) ABC and NSCS agree to allow the Town to erect and maintain, at its sole cost, a reasonably-sized bulletin board not to exceed three feet by four feet at a convenient and public place within the main building upon the Property which the Town may use to inform the public about Town or community center matters, activities, or events.

17. Liability Insurance. As a user of the Property for community center purposes, the Town shall provide to ABC or NSCS, upon request, any reasonable proof of insurance or other documentation showing that the Town is insured against liability to the limits applicable for governmental entities under the Minnesota Tort Claims Act, Minn. Stat. § 466.04, either as now existing or as hereinafter amended.

18. Damage Caused by Community Center Users. The Town agrees that if the Property is damaged by the negligence of community center users, the Town, either by means of applicable insurance or at its own expense, shall repair or reimburse ABC or NSCS for the amount of damage directly caused by said negligence. By so agreeing, the Town does not (1) waive any claims for contribution or indemnity against others for said damage, (2) agree to repair or reimburse ABC or NSCS for amounts of damage directly caused by the negligence of ABC or NSCS, (3) waive its limits of liability pursuant to Minn. Stat. § 466.04, or (4) waive any applicable governmental immunities.

19. Dispute Resolution and Arbitration. If a dispute, other than one which, for its resolution, requires a determination of the lawful powers or authority of any party, arises under this Agreement and cannot be amicably resolved between the parties, the dispute shall be submitted to binding arbitration pursuant to the Rules of the American Arbitration Association. The parties shall attempt to agree upon a single, mutually acceptable arbitrator to decide the dispute. Failing that, ABC and NSCS shall appoint one arbitrator, the Town shall appoint one arbitrator, the two appointed arbitrators shall select a third arbitrator, and the three arbitrators shall constitute an arbitration panel to resolve the dispute. ABC and NSCS shall pay the fees and expenses of their selected arbitrator and their own costs, fees, and disbursements in connection with the arbitration proceedings. The Town shall pay the fees and expenses of its selected arbitrator and its own costs, fees, and disbursements in connection with the arbitration proceeding. The fees and expenses of the third arbitrator and any costs, fees, and disbursements common to all parties shall be paid 50% by ABC and NSCS, and 50% by the Town.

20. Notices. Any notice which may or shall be given under this Agreement shall be in writing and shall either be delivered by hand or sent by United States mail, registered or certified, postage prepaid, addressed to the parties hereto at the respective addresses set forth below. Such addresses may be changed from time to time by either party giving notice as provided above. Notice shall be deemed delivered when received by the addressee (if delivered by hand) or three days after the date of postmark (if sent by mail). Notice given to

ABC shall serve as notice given to NSCS, and vice versa.

ABC North Shore Community School, Inc., and North Shore Community School
5926 Ryan Road
Duluth, MN 55804

Town of Duluth
6092 Homestead Road
Duluth, MN 55804

21. Entire Agreement. This Agreement and any contemporaneous addenda or exhibits signed by the parties constitute the entire agreement between the parties and supersede all previous agreements between them.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

23. Severability. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions herein and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

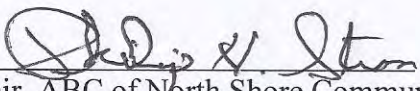
24. Construction. The parties acknowledge that each party has reviewed and had the opportunity to revise or suggest revisions to this Agreement, and that each was represented by counsel during the negotiations for and drafting of this Agreement. The normal rule to the effect that any ambiguities are to be resolved against the drafter has no application to this Agreement or the parties to this Agreement, and shall not be applied against any party in the interpretation of this Agreement or contemporaneous addenda or exhibits hereto.

25. Waiver. The failure of a party to insist upon strict performance of any of the terms and conditions of this Agreement in any specific instance is only a waiver of the party's rights or remedies as to that specific instance, and shall not be treated as a waiver, alteration, or modification of the terms and conditions of this Agreement as to any other instance.

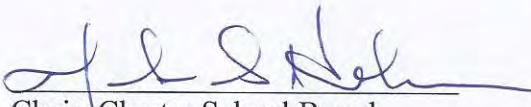
26. Authorization. The individuals signing this Agreement on behalf of their Boards promise and warrant that their Boards have taken all necessary acts and steps required for approving and entering into this Agreement, and that they have been duly authorized and empowered to sign this Agreement on behalf of their respective Board.

27. Effective Date. This Agreement becomes effective upon the date when it has been signed by all of the following duly-authorized representatives of the Boards of ABC, NSCS, and the Town.

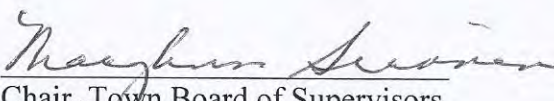
ABC OF NORTH SHORE COMMUNITY SCHOOL, INC.

By: 
Chair, ABC of North Shore Community School, Inc.
Dated: June 28, 2013

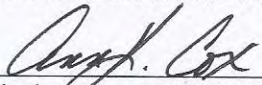
NORTH SHORE COMMUNITY SCHOOL

By: 
Chair, Charter School Board
Dated: 6/28, 2013

TOWN OF DULUTH

By: 
Chair, Town Board of Supervisors
Dated: June 28, 2013

I hereby attest that the Town Board of Supervisors duly authorized the Town Chair to enter into this Use Agreement at a duly-noted Town Board meeting on the 28 day of June, 2013.

By: 
Clerk, Town of Duluth

ADDENDUM 1

Pursuant to the Purchase Agreement associated with this Use Agreement, and pursuant to Sections 2 and 3 of this Use Agreement, the Town is transferring to ABC and NSCS "all equipment, machinery, supplies, fixtures or other personal property owned by or belonging to the Town which is on the land or within the buildings and structures as of the date of this Agreement except as identified in Addendum 1."

The following are the items of equipment, machinery, supplies, fixtures, or other personal property that are excluded from those provisions and that shall continue to be owned by the Town:

KIFCO SPRINKLER SYSTEM - WATER REEL T-180
SERIAL NUMBER# 470873

JOHN DEERE RIDING LAWNMOWER/SWEEPER - X-728 ULTIMATE
SERIAL NUMBER#35008988000001000A80431

SIMPLICITY RIDING LAWNMOWER - REGENT 24 HP
SERIAL NUMBER#090210YG91571

1 SIMPLICITY SNOW BLOWER - SNOW AWAY
SERIAL NUMBER#8HMSK801553615

1 SNAPPER SNOW BLOWER - 11 HP
SERIAL NUMBER#50230444

1 JOHN DEERE PULL BEHIND CART - MODEL# 17P

QTY 1 BLACK FILING CABINET - 5 DRAWERS

QTY 1, 2-DRAWER LOCKING FILE CABINET CURRENTLY LOCATED IN THE
CONFERENCE ROOM

1 GRASS SEED DISPENSER PUSH CART

1 ATHLETIC MARKING FIELD PUSH CART

QTY 2 VOLLEYBALLS - MAKE (TACHIKARA)

TEN BASKETBALLS - SPALDING INDOOR/OUTDOOR NEVER FLAT

QTY 1 VOLLEYBALL NET - MODEL#VB400

QTY 4 FOOTBALLS - WILSON (LEATHER 1005)

QTY 7 BASEBALL BATS - 2 CYCLONES, 2 DESIGNATOR PRO STYLE, 1 BRUISER, 1

HAMMER AND 1 REFLEX - ALL ORDERED FROM GOPHER INC.

QTY 12 SOFTBALLS - WORTH PROTAC(GOLD DOT)

SEVEN PULL OVER PENNIES (YELLOW AND RED)

QTY 25 FLAG FOOTBALL BELTS/FLAGS

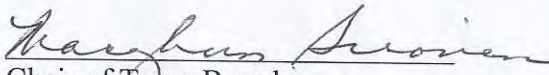
QTY 1 SAFETY KIT - 326 PIECE TOTAL RESOURCE INC.

QTY 11 SNOW SHOVELS


QTY 2 PUSH BROOMS

Items owned by the Town are currently being stored, without charge, in the old warming house or Morton building on the Property and are being used by both the Town and, without charge, NSCS. The parties agree that this practice will continue after the transfer of the Property to ABC and that any disputes about storage or use of items owned by the Town, if not informally resolved by staff, will be referred to the Joint Use Committee pursuant to Section 6 (D).

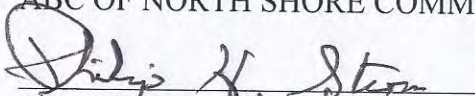
TOWN OF DULUTH

By: 
Chair of Town Board

NORTH SHORE COMMUNITY SCHOOL

By: 
Chair of Charter School Board

ABC OF NORTH SHORE COMMUNITY SCHOOL

By: 
Chair of ABC of North Shore Community School

ADDENDUM AND REVISION

TO THE JUNE 28, 2013, PURCHASE AGREEMENT
BETWEEN ABC OF NORTH SHORE COMMUNITY SCHOOL, INC., AND
THE TOWN OF DULUTH

WHEREAS, on June 28, 2013, ABC of North Shore Community School, Inc. ("ABC") and the Town of Duluth ("Town") entered into a purchase agreement; and

WHEREAS, one of the conditions for closing is that, pursuant to paragraph 6 (c) of the purchase agreement, ABC needs to satisfy itself that by agreeing not to mortgage Parcel B, it has not significantly impaired or affected its ability to mortgage Parcel A; and

WHEREAS, concerns have arisen about ABC's ability to mortgage Parcel A without a variance from the lot coverage requirements in the Town's zoning ordinance; and

WHEREAS, ABC is in the process of seeking a variance from the lot coverage requirements; and

WHEREAS, the process of seeking and obtaining a final decision about a variance will extend beyond the current July 29, 2013, closing date in paragraph 4 of the purchase agreement;

NOW, THEREFORE, the parties agree as follows:

Paragraph 4 of the June 28, 2013, purchase agreement is amended and revised to state that the closing date shall occur on or before September 12, 2013.

Dated: July 15, 2013

ABC OF NORTH SHORE COMMUNITY SCHOOL, INC.

By: Philip R. Strom
Its: Chair

TOWN OF DULUTH

By: Marjorie Simon
Its: Chair, Town Board of Supervisors

I hereby attest that the Chair of the Town Board of Supervisors was duly authorized to enter into this Addendum and Revision at the Town Board meeting held on July 15, 2013.

Ann Cox
Clerk, Town of Duluth