

**DEVELOPMENT AGREEMENT
DULUTH ECONOMIC DEVELOPMENT AUTHORITY
NORTHSTAR DEVELOPMENT INTERESTS, LLC
VOYAGEUR LAKEWALK INN REDEVELOPMENT
SECOND AMENDMENT**

THIS SECOND AMENDMENT entered into this _____ day of _____, 2019, is by and between the DULUTH ECONOMIC DEVELOPMENT AUTHORITY, an economic development authority created and existing under Minnesota Statutes (1989) Chapter 469, whose address is 402 City Hall, 411 West First Street, Duluth, MN 55802 (hereinafter referred to as "DEDA") and NORTHSTAR DEVELOPMENT INTERESTS, LLC, a Delaware limited liability company, whose address is 10 West Mifflin Street, Suite 400, Madison, WI 53703 (hereinafter referred to as "Developer").

WHEREAS, on August 26, 2019, DEDA and Developer entered into a Development Agreement pursuant to which Developer agreed to develop/redevelop certain property located at 333, 319, 321 and 323 East Superior Street in downtown Duluth into a fifteen story multi-family residential rental and mixed use development; and

On September 25, 2019, the parties entered into a First Amendment to the Development Agreement (the First Amendment and Development Agreement hereinafter referred to as the "Agreement") extending by three months the time within which Developer must commence construction; and

WHEREAS, the parties desire to further amend the Agreement to extend until April 30, 2020, the time within which Developer must commence construction.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The first sentence of Paragraph A. Construction ,of Article VII is hereby amended as follows:

Upon the fulfillment of the preconditions to construction provided for in Articles IV and VI above, but in no event later than April 30, 2020, Developer shall commence construction of the Project in conformance with the plans approved pursuant to Article VI.

2. Promptly upon execution of this Second Amendment, Developer agrees to record this Second Amendment in the offices of the St. Louis County Recorder and the

3. This Second Amendment may be executed, acknowledged and delivered in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
4. Except as provided in this Second Amendment, all terms and conditions of the Agreement shall remain in force and effect.

DULUTH ECONOMIC DEVELOPMENT
AUTHORITY

By: _____
Zack Filipovich
Its Secretary

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Tim McShane and Zack Filiovich, the President and Secretary, respectively, of the Duluth Economic Development Authority of Duluth, an economic development authority created and existing under Minnesota Statutes, on behalf of the Authority.

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NORTHSTAR DEVELOPMENT INTERESTS, LLC,
a Delaware limited liability company

By: _____
Robert P. Dunn
Its Managing Member

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Robert P. Dunn, the Managing Member of Northstar Development Interests, LLC, a Delaware limited liability company, on behalf of the company.

Notary Public

My Commission Expires:_____

This instrument was drafted by:

Joan M. Christensen
Attorney for the Duluth Economic
Development Authority
410 City Hall
Duluth, MN 55802
(218) 730-5273