

FIRST AMENDMENT TO
TEMPORARY PERSONNEL SERVICES AGREEMENT

This FIRST AMENDMENT ("Amendment") is made as of April ~~22~~ 2010, by and between SUPERMOM'S LLC, a Delaware limited liability company, with offices located at 625 2ND Street, St. Paul Park, MN 55071 (hereinafter referred to as "SuperMom's"), and Employer Solutions Staffing Group with offices located at 7301 Ohms Lane, Suite 405, Edina, MN 55439, by and through its affiliate Corporate Management Group, Inc. (hereinafter referred to as "CONTRACTOR"), with reference to the following:

RECITALS

WHEREAS, Contractor and SuperMom's entered into a Temporary Personnel Services Agreement dated March 16, 2009 (the "Agreement"). The Agreement has expired by its own terms, and the parties desire to amend the Agreement to extend the term and to specifically modify certain terms of the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual benefits to be achieved hereunder, the parties agree as follows:

1. Section 1.2 shall be changed as follows: The term of this Agreement shall be for a term of one (1) year commencing on April ~~22~~, 2010 and ending on April ~~21~~, 2011. Thereafter, this Agreement will automatically renew for additional terms of one (1) year, subject to any changes in the rates set forth in Exhibit A. A party may give written notice to the other party of its intention not to renew the Agreement, so long as such notice is received by the other party ninety (90) days or more before the expiration of the then-current annual term.
2. New Section 5.9 shall be added as follows: Beginning May 1, 2010 Contractor shall conduct OSHA Awareness training as specified by SuperMoms and/or Speedway SuperAmerica LLC with all temporary personnel, as evidenced by a signed attendance sheet or other similar certification.
3. Exhibit A for the period March 15, 2010 through March 15, 2011 is attached hereto and incorporated herein. The parties agree that these fees are firm for the duration of the current term of the Agreement.

Except as set forth herein, all other terms, provisions and conditions set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, Contractor and SuperMom's have executed this Amendment as of the first date set forth hereinabove.

SUPERMOM'S LCC

By: _____

Name: _____

Title: _____

EMPLOYER SOLUTIONS STAFFING GROUP, by and through its affiliate, Corporate Management Group, Inc.

By: Chris Levine

Name: Chris Levine

Title: Owner/CEO

EXHIBIT A

INSTRUCTIONS - TEMPORARY PERSONNEL

1. Temporaries should report to the main lobby of SUPERMOM'S at 8 a.m. on the designated start date unless otherwise instructed.
2. Depending upon the length of assignment, a temporary will be issued either a visitor's badge or a temporary I.D. card which the temporary shall wear or otherwise have in his/her possession, as appropriate, at all times while on SUPERMOM'S premises.
3. At the end of each week, and at the end of the assignment, the temporary will complete a timecard and have the appropriate SUPERMOM'S representative sign it. The SUPERMOM'S representative will send one copy of the approved timecard to Human Resources and return the other cards to the temporary.
4. Each temporary is responsible for mailing or otherwise delivering the original timecard to CONTRACTOR or to CONTRACTOR's designee.

RATE SCHEDULE

**Exhibit A
Rate Schedule**

Financed Rates	Regular hours	Overtime	Vacation
Billing Multiplier	1.37	1.22	1.22

Weekly Payment Rates	Regular hours	Overtime	Vacation
Billing Multiplier	1.355	1.22	1.22