

EXHIBIT A

Date _____, 2017

NOTE

Name of Borrower: Robert J. McCauley and Ruth I. McCauley.

Address of Borrower: 1123 E. 11th St., Duluth, MN 55805

Name of "Lender": City of Duluth

Address of "CITY": 411 West First Street, Room 105 City Hall, Duluth, MN 55802

For Value received, the undersigned promises to pay to the order of the City of Duluth ("City") at the above location or at any other place designated at any time by the holder hereof, in lawful money of the United States of America, the principal sum of Four Thousand Three Hundred Thirty-four and 80/100 dollars (\$ 4,334.80) together with accrued interest (calculated on the basis of actual days elapsed in a 360 day year) on the unpaid balance hereof until July 5, 2021 or until this Note has been fully paid, whichever shall occur first, at an annual rate of Zero percent and thereafter at an annual rate of Three and 14/100s percent (3.14 %) , subject to the right of the parties to renegotiate the terms of this Note.

The undersigned promises to pay the principal and interest thereof as follows:

On July 5, 2021, the entire unpaid principal and accrued and unpaid interest if any hereon shall become due and payable. Any partial payment when paid shall be applied first in payment of accrued interest and the balance thereof shall be applied in reduction of principal.

The undersigned may prepay the principal amount outstanding in whole or in part without penalty or premium

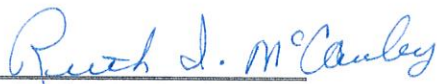
If any installment of principal and/or interest hereunder is not paid when due, or if any other indebtedness of the undersigned to the CITY is not paid when due, or if any event of default shall occur under any mortgage, security agreement or other instrument securing this Note, or if a garnishment summons or writ of attachment is issued against or served upon the CITY for the attachment of any property of the undersigned in the CITY's possession or any indebtedness owing to the undersigned, or if the holder hereof shall at any time in good faith believe that the prospect of due and punctual payment of this Note is impaired, then in any such event, the holder hereof may, at its option, declare this Note to be immediately due and payable and thereupon this Note shall be immediately due and payable together with all unpaid interest accrued hereon,

without notice or demand. Upon the occurrence of an event of default, the CITY shall also have the right to set off the indebtedness evidenced by this Note against any indebtedness of CITY to the undersigned.

Unless prohibited by law, the undersigned agrees to pay all costs of collection, including reasonable attorney's fees and legal expenses, incurred by the holder hereof in the event this Note is not duly paid. The holder hereof may change any term of payment of this Note, including extensions of time and renewals, and release any security for or any part to, this Note without notifying or releasing any accommodation maker, endorser or guarantor from liability on this Note. Presentment or other demand for payment, notice of dishonor and protest are hereby waived by the undersigned and each endorser or guarantor. The undersigned agree(s) that each provision whose box is checked is part of this Note and that this Note may not be changed orally, but only upon agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Note shall be governed by the substantive Laws of the State of Minnesota.

This Note is secured by the undersigned's Security Agreement dated _____, 2017 covering certain collateral therein described.

X 
Robert J. McCauley

X 
Ruth I. McCauley