

Exhibit A

AGREEMENT FOR LOAN OF MINNESOTA INVESTMENT FUND

NORTHSTAR MACHINE AND TOOL CO., INC.

TWELFTH AMENDMENT

THIS TWELFTH AMENDMENT to Agreement for Loan of Minnesota Investment Fund, hereinafter the "Amendment", effective as of the date of attestation below, by and between the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City", and NORTHSTAR MACHINE AND TOOL CO., INC. d/b/a NORTHSTAR AEROSPACE, hereinafter referred to as "Developer".

WHEREAS, on February 8, 2007, City and Developer entered into an agreement, which agreement has been amended eleven times and which agreement and all amendments thereto are hereinafter referred to as the "Agreement"; and

WHEREAS, City secured a Grant from the Minnesota Department of Employment and Economic Development, hereinafter referred to as "DEED", pursuant to Grant Agreement No. CDAP-06-0004-H-FY07, the proceeds of which City lent to Developer to purchase equipment for its Phase II development as further referenced in the Agreement; and

WHEREAS, pursuant to the Agreement, in consideration of the loan, Developer undertook certain obligations, including loan repayment and employment obligations, as further described in the Agreement; and

WHEREAS, because of circumstances not anticipated at the time of entering into the Agreement, Developer is in need of making modifications to the Agreement and the Note evidencing the loan authorized by the Agreement; and

WHEREAS, City is willing to make those modifications to the Agreement as hereinafter described and to the Note as described in the Twelfth Promissory Note Modification Agreement to be executed contemporaneously herewith under the terms and conditions set forth below to allow Developer an opportunity to financially restructure or seek a buyer for Developer's business or business assets.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto hereby agree as follow:

1. Incorporation of Recitals

The recitals set forth above are true and correct statements of fact and are hereby incorporated into and made a part of this Amendment.

2. Agreement Confirmed

Except to the extent that any terms or conditions of the Agreement are contrary to the terms and conditions of the Amendment or are modified by the terms and conditions of the Amendment, the Agreement and all of its terms and conditions are hereby confirmed and shall continue to be in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and terms and conditions of the Agreement, the terms and conditions of the Amendment shall be deemed to be controlling.

2. Term

The term of the Agreement and the loan made pursuant thereto is hereby extended through February 14, 2019, subject to earlier termination as provided for under the terms of this Amendment or of the terms of the Agreement.

3. Payments

The current principal balance owing on the MIF Loan as of March 1, 2017, is \$330,296.02. Notwithstanding anything in the Agreement to the contrary, commencing on April 1, 2017, and continuing through February 14, 2019, the Loan shall bear interest at a rate of 0% per annum and the monthly principal payments shall be reduced to an amount of at least \$1,515.00.

4. Promissory Note Modification

Developer shall execute a Twelfth Promissory Note Modification Agreement substantially in the form set forth at Exhibit C-12.

5. Restructure or Sale

Developer shall use its best efforts to take all actions and do all things necessary, proper, or advisable to attract more investment capital, restructure to improve its financial condition, and/or secure a buyer of the business. Developer shall provide the City with regular updates regarding its efforts in this regard.

IN WITNESS WHEREOF, the parties have set their hands the day and date shown below.

CITY OF DULUTH, a Minnesota Municipal Corporation

NORTHSTAR MACHINE & TOOL, Co.,
INC., a Minnesota Corporation

By: _____
Its Mayor

By: _____
Its: _____

Attest:

By: _____
Its City Clerk

Dated: March _____, 2017

Countersigned:

By: _____
Its City Auditor

Approved:

By: _____
City Attorney

EXHIBIT C-12

TWELFTH PROMISSORY NOTE MODIFICATION AGREEMENT

NORTHSTAR MACHINE AND TOOL CO., INC.

THIS TWELFTH PROMISSORY NOTE MODIFICATION AGREEMENT, hereinafter referred to as Amendment Twelve to Note, effective as of the date of attestation below, by NORTHSTAR MACHINE & TOOL CO., INC., hereinafter referred to as the "Maker", in acknowledgement of Maker's debt to the CITY OF DULUTH, a Minnesota Municipal Corporation, hereinafter referred to as "Holder".

Maker acknowledges the loan to Maker by Holder on February 8, 2007 in the amount of \$500,000 (the "Loan") evidenced by a Promissory Note of that date which note has since been amended eleven times and which note and amendments are hereinafter referred to as the "Note". As of March 1, 2017, Maker acknowledges and Holder agrees that the amount of the unpaid balance of the Note, including unpaid principal and accrued unpaid interest is \$330,296.02. Maker is desirous of modifying the repayment obligations as set forth in the Note in conjunction with its obligations under the terms of that certain Agreement for Loan of Minnesota Investment Fund dated February 8, 2007, as amended (the "Agreement"), as modified pursuant to Twelfth Amendment thereto of even date herewith (the "Amendment"). City is agreeable to making such modifications to the Note as are hereinafter set forth in conjunction with the Amendment.

Therefore, the Maker and the Holder hereby agree that the Note shall be modified as hereinafter set forth. Except to the extent that any terms or conditions of the Note are contrary to the terms and conditions of the Amendment Twelve to Note or are modified by the terms and conditions of the Amendment Twelve to Note, the Note and all of its terms and conditions, including but not limited to the security referenced therein, are hereby confirmed and shall continue to be in full force and effect. In the event of any conflict between the terms and conditions of this Amendment Twelve to Note and terms and conditions of the Note, the terms and conditions of the Amendment Twelve to Note shall be deemed to be controlling.

The term of the Note and the Loan made pursuant thereto is hereby extended to February 14, 2019, subject to earlier termination as provided for in the Note and the Agreement.

Commencing on April 1, 2017, and continuing through February 14, 2019, the Loan shall bear interest at a rate of 0% per annum. Maker shall make reduced monthly principal payments to Holder of \$1,530.00.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date shown below.

CITY OF DULUTH, a Minnesota Municipal
Corporation

NORTHSTAR MACHINE & TOOL, Co.,
INC., a Minnesota Corporation

By: _____
Its Mayor

By: _____
Its: _____

Attest:

By: _____
Its City Clerk

Dated: March ____, 2017

Countersigned:

By: _____
Its City Auditor

Approved:

By: _____
City Attorney