

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made this ____ day of September, 2018, by and between the Blaine Economic Development Authority, a political subdivision under the laws of the State of Minnesota ("Landlord"), and the Specialty Welding, Inc., a Minnesota Corporation, with its principal place of business located at 1409 105th Ave., Blaine, Minnesota ("Tenant").

SECTION ONE GRANT OF LEASE

1.1 Landlord hereby demises and leases the Premises, as defined herein, to Tenant, and Tenant hereby leases and accepts the Premises from Landlord, to have and to hold during the Term, subject to the terms and conditions of this Lease.

1.2 Landlord shall warrant and defend Tenant in the quiet enjoyment and possession of the Premises during the Term, subject to the terms and conditions of this Lease.

1.3 Landlord covenants to observe and perform all of the terms and conditions to be observed and performed by Landlord under this Lease. Tenant covenants to pay the rent when due under this Lease and to observe and perform all of the terms and conditions to be observed and performed by Tenant under this Lease.

1.4 "Building" means that structure located at 1409 105th Ave., Blaine, Minnesota.

1.5 "Premises" means the real property and Building located at 1409 105th Ave., Blaine, Minnesota, further identified as PID: 20-31-23-13-0005.

1.6 Condition of Premises. Landlord makes no guarantees or warranties as to the condition of the Premises or that the Premises are fit for Tenant's intended purposes. Tenant has had an opportunity to inspect the Premises and make its own conclusions as to the fitness of the Premises for Tenant's intended use. Tenant takes the property in its "AS IS" condition and the taking of possession of the Premises by Tenant shall be conclusive evidence as against Tenant that the Premises are in acceptable condition.

1.7 "Tenant's Services" means manufacturing, repair, fabricating, and office.

SECTION TWO TERM AND POSSESSION

2.1 Term. The term of this Lease shall begin on September 1, 2018 and end on August 31, 2019, unless otherwise terminated as provided herein.

2.2 Termination for Convenience. Tenant or Landlord may terminate this Lease by giving one hundred and eighty (180) days prior written notice of its intent to terminate the Lease.

SECTION THREE

PERSONAL PROPERTY

Tenant is the owner of all fixtures and equipment. ("Tenant Property"). Tenant shall, at its own expense, provide all other personal property required to operate Tenant's Services. All personal property provided by Tenant shall be and remain Tenant's property during and after term of the lease.

SECTION FOUR USE OF PREMISES

4.1 Use. The Premises shall be used and occupied only to provide Tenant's Services or for such other purpose as Landlord may specifically authorize in writing. Failure by Tenant to operate its business in such a manner shall be a basis for termination of this Lease by Landlord as provided herein.

4.2 Hours of Operation. Notwithstanding anything to the contrary in this Lease, Tenant shall determine the hours of operation of Tenant's Services in its sole discretion, so long as said hours of operation do not violate any state or local laws or regulations.

4.3 Compliance with Laws. The Premises shall be used and occupied in a safe, careful, and proper manner so as not to contravene any present or future governmental and quasi-governmental laws, regulations or orders, or the requirements of Landlord's insurance carriers.

4.4 Hazardous Substances. Tenant will not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors or invitees, without obtaining Landlord's prior written consent. If Tenant breaches the foregoing representation and warranty, or if Hazardous Substances are used, stored, generated or disposed of on or in the Premises or the Building by such persons or if the Premises or the Building become contaminated in any manner for which the Tenant is legally liable, Tenant agrees to indemnify, defend and hold harmless Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including a decrease in value of the Premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the Premises, and any and all sums paid for settlement of claims, attorneys' fees, consultants' and experts' fees) arising during or after the termination of this Lease and arising as a result of such contamination by Tenant or such other persons. Without limitation of the foregoing, this indemnification includes all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision.

If Tenant causes or permits the presence of any Hazardous Substance in the Premises or the Building and such Hazardous Substances alone result in contamination, Tenant will promptly, at its sole expense, take all necessary actions to return the Premises or the Building to the condition existing prior to the contamination caused by the presence of any such Hazardous Substance on the Premises. Tenant must first obtain Landlord's approval and the approval of any necessary federal, state or local agencies for any such remedial action.

The foregoing indemnification and responsibilities of Landlord and Tenant, respectively, shall survive the termination or expiration of this Lease.

4.5 Nuisance. Tenant shall not cause or maintain any nuisance in or about the Premises, and shall keep the Premises free of debris, rodents, vermin, insects, and anything of a dangerous, noxious, or offensive nature or which could create a fire hazard (through undue load on electrical circuits or otherwise) or undue vibration, heat, or noise.

SECTION FIVE RENT

5.1 Rent. Tenant shall pay as rent a monthly base amount of \$1700.00, starting on September 1, 2018 and continuing throughout the remainder of the lease.

5.2 Payment of Base Rent. On or before the 5th day of each month during the term of the lease.

SECTION SIX UTILITY COSTS

Tenant shall be responsible for all utility costs for the Building and shall have all utilities billed directly to the Tenant.

SECTION SEVEN REAL ESTATE TAXES

Tenant will not be obligated to pay any real estate taxes on the Premises.

SECTION EIGHT SERVICES, MAINTENANCE, REPAIR, AND ALTERATIONS

8.1 Operation of Building. During Term, Tenant shall maintain the Building in accordance with all applicable laws and regulations, and the requirements of Landlord's insurance carriers.

8.2 Services to Building. Landlord shall provide the following services to the Building, for which Tenant shall be responsible for the ongoing monthly costs as provided in Section 6:

8.2.1 Heat, ventilation, and cooling as required for the comfortable use and occupancy of the Premises during normal business hours.

8.2.2 Electric power.

8.2.3 Domestic running water where available.

8.3 Building Services. Landlord shall provide in and around the Building:

8.3.1 Access to and egress from the Premises.

8.4 Repair and Maintenance. Tenant, as its sole cost and expense, throughout the term of this Lease, shall take good care of the Leased premises and shall keep the same in good order and condition, and make all necessary repairs, except has covered by the Landlord as indicated

below. When used in this paragraph, the term "repairs" shall include all necessary renewals, alterations, additions and betterments. All repairs made by the Tenant shall be at least equal in quality to the original work. The necessity for or adequacy of repairs shall be measured by the standards which are appropriate for buildings of similar construction, age and class provided that the Tenant shall in any event make all ordinary repairs necessary to avoid any structural damage or other damage or injury to any building or other improvement that is part of the premises. Tenant shall put, keep and maintain all portions of the Premises and the parking area, sidewalks curb and lawn in orderly condition.

Landlord shall be responsible for any replacements during the term of this Lease that are considered capital expenditures (e.g. heating system, air conditioning system, roof, exterior walls, parking lot surfaces, etc.) or structural defects in the building or grounds.

8.5 Changes and Alterations. Tenant shall not make any changes or alterations, structural or otherwise, to the buildings, improvements and fixtures that are part of the Premises without obtained the prior written consent of the Landlord thereto which shall not be unreasonably denied by the Landlord. All work done in connection with any change or alteration shall be done promptly and in a good and workmanlike manner and in compliance with all building and zoning laws of the place in which the Premises are situated and with all laws, ordinances, rules, and regulations of all Federal, State and Municipal governments.

SECTION NINE SIGNS

Any signs, lettering, decal or design of Tenant which is visible from the exterior of the Premises shall be at Tenant's expense and subject to prior written approval by Landlord.

SECTION TEN MECHANIC'S LIENS

Tenant shall pay, before delinquent, all costs for work done or caused to be done by Tenant in the Premises which could result in a lien or encumbrance on Landlord's interest in the Premises or the Building or any part thereof, and shall keep the title to the Premises and Building, and every part thereof, free and clear of any lien or encumbrance in respect of such work, and shall indemnify and hold harmless Landlord against any claim, loss, costs, demand in legal or other expense arising out of the supply of material, services or labor for such work.

SECTION ELEVEN INSURANCE

11.1 Landlord's Insurance. During the Initial and any Renewal Term, Landlord shall maintain property, comprehensive general liability, and fire insurance with extended coverage on the Building. Landlord may also provide business personal property insurance for personal property at the Premises owned by Landlord.

11.2 Tenant's Insurance. During the Initial and any Renewal Term of this Lease, Tenant shall maintain at its own expense, comprehensive general liability insurance for Tenant's business which shall be adequate to protect against liability for damage claims through public use of or

arising out of any accident occurring in or around the Premises, in an amount not less than \$1,000,000 combined single limit. Tenant shall also maintain workers' compensation insurance covering its employees, and business personal property insurance for personal property owned by Tenant. Tenant shall also maintain at its own expense liquor liability insurance in an amount not less than \$500,000 combined single limit. Tenant shall cause Landlord to be named as an additional insured on all policies.

Policies for such insurance shall be in a form and with an insurer reasonably acceptable to Landlord and shall require at least thirty (30) days' prior written notice to Landlord of termination or material alteration during the Term, and shall waive any right of whom Landlord is responsible in law.

SECTION TWELVE NON-LIABILITY OF LANDLORD FOR DAMAGES

Landlord shall not be responsible for liability or damage claims for injury to persons or property for claims of any type that may occur in connection with the operation of Tenant's business unless caused by the negligence of Landlord or its agents, servants, or employees. Except when caused by the negligence of the Landlord, its agents, servants, or employees, Tenant shall indemnify and hold harmless Landlord from all liability, loss or other damage claims for obligations resulting from any injuries or losses of any nature, including reasonable attorneys' fees and court costs incurred by Landlord in defending any such claims.

SECTION THIRTEEN ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Lease or sublet the Premises, or any right or privilege connected therewith, or allow any other person, except agents, employees, and customers of the Tenant, to occupy the Premises or any part thereof, without first obtaining the written consent of Landlord. Any such assignment or subletting which is permitted by Landlord shall not release Tenant of its obligations under this Lease unless such release is specifically granted by Landlord to Tenant in writing. A consent by Landlord shall not be a consent for a subsequent assignment, sublease or occupation by other persons. An unauthorized assignment, sublease, or license to occupy by Tenant, shall be void and this Lease shall terminate at the option of the Landlord. The interest of Tenant in this Lease is not assignable by operation of law, without the written consent of Landlord.

SECTION FOURTEEN SURRENDER

14.1 Surrender of Premises. Upon the expiration or termination of this Lease, Tenant shall immediately quit and surrender possession of the Premises. Upon such expiration or termination, Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment, free-standing cabinet work, movable partitions and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and such similar articles of any other persons claiming under Tenant, as Landlord may, in its sole discretion, require to be removed, and Tenant shall repair at its own expense all damage to the Premises resulting from

such removal. Upon such surrender, all right, title and interest of the Tenant in and to the Premises and Landlord's personal property shall cease.

14.2 Disposition of Trade Fixtures, Personal Property and Improvements. Whenever Landlord shall re-enter the Premises as provided in this Lease, any trade fixtures, personal property, and improvements of Tenant not removed by Tenant within thirty (30) days of the expiration or termination of this Lease, or within 48 hours after a termination by reason of Tenant's default as provided in this Lease, may be deemed abandoned by Tenant and may be appropriated, sold, destroyed or otherwise disposed of by Landlord without notice or obligation to compensate Tenant or to account therefore, and Tenant shall pay to Landlord on written demand all reasonable costs incurred by Landlord in connection therewith.

SECTION FIFTEEN HOLDING OVER

The failure of Tenant to surrender the Premises upon the expiration or termination of the Lease, and subsequent holding over by Tenant, without the prior written consent of the Landlord, shall result in the creation of a tenancy for month-to-month at a monthly rental of one hundred twenty-five percent (150%) of the previous Lease term's rent amount of which shall be payable on the first day of each month during the month-to-month tenancy. This provision does not give Tenant any right to hold over. All other terms and conditions of this Lease shall remain in full force during any month-to-month tenancy hereunder. Such month to month tenancy may be terminated by Landlord or Tenant on the last day of any calendar month by delivery of at least thirty (30) days advance written notice of termination to the other.

SECTION SIXTEEN EMINENT DOMAIN

16.1 Taking of Premises. If during the Term, all of the Premises are taken for any public or quasi-public use under any statute or by right of eminent domain, or purchased under threat of such taking, the base rent shall abate and be appropriated to the date of taking, and Tenant shall thereafter pay to Landlord or the condemning authority, as the case may be, the apportioned Rent and all other amounts due under the Lease.

16.2 Partial Taking of Building. If during the Term only part of the Premises is taken or purchased as set out in Section 17.1, then Landlord and Tenant shall each have the right to terminate this Lease by giving the other at least thirty (30) days written notice thereof. If either party exercises its right of termination hereunder, this Lease shall terminate on the date stated in the notice, provided, however, that no termination pursuant to notice hereunder may occur later than sixty (60) days after the date of such taking.

16.3 Awards. Upon any such taking or purchase, and except as otherwise set forth herein, Landlord shall be entitled to receive and retain the entire award or consideration for the affected lands and improvements, and Tenant shall not have nor advance any claim against Landlord for the unexpired Term of the Lease. In the event that separate proceedings are initiated as to the individual interests of Landlord and Tenant, Tenant and Landlord shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings provided that Tenant shall not seek

payment in any other separate proceedings for the balance of the unexpired Lease Term and any options thereon.

SECTION SEVENTEEN DAMAGE OR DESTRUCTION OF BUILDING.

If the Building is damaged or partially destroyed by fire, casualty or other cause during the Term of this Lease, not caused or contributed to by Tenant, and Landlord decides to repair the Building, Landlord shall promptly repair and restore it to the condition which Landlord furnished to Tenant upon the commencement of the of this Lease. If the damage is such that it materially interferes with the enjoyment of the Building by Tenant, the Rent shall abate in proportion to such interference during the period of such interference. Landlord shall use its best efforts to repair the Building within ninety (90) days of the date of the damage or destruction.

If the repairs cannot be completed within ninety (90) days of the occurrence, then either party shall have the option to terminate this Lease as of the date of damage or destruction by ten (10) days written notice to the other party.

If Landlord determines, in its sole discretion, not to make the repairs due to the costs involved, Landlord shall notify Tenant in writing within ten (10) days of its decision. Thereafter, Landlord may terminate this Lease.

SECTION EIGHTEEN NOTICES

All communications, demands, notices, or objections permitted or required to be given or served under this Lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Lease, to the address set forth at the beginning of this Lease. Any party may change their address by giving notice in writing, stating their new address, to the other party as provided in the foregoing manner. Commencing on the tenth (10th) day after the giving of notice, the newly designated address shall be that party's address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this Lease.

SECTION NINETEEN DEFAULT

19.1 Events of Default. The following events shall be deemed events of default by Tenant under this Lease:

19.1.1 Part or all of the Rent or other charges hereby required is not paid within ten (10) days of receipt by Tenant of notice of non-payment from Landlord; or

19.1.2 Tenant becomes insolvent or commits an act of bankruptcy or becomes bankrupt or takes the benefit of any statute that may be in force for bankrupt or insolvent debtors or becomes involved in voluntary or involuntary winding up proceedings or if a receiver

shall be appointed for the business, property, affairs or revenues of Tenant; or

19.1.3 Tenant moves its goods, chattels and equipment out of the Premises (other than in the normal course of its business) or ceases to conduct business from the Premises; or

19.1.4 Tenant fails to materially observe, perform and keep each and every one of the covenants, agreements, provisions, stipulations and conditions herein contained to be observed, performed and kept by Tenant (other than payment of Rent).

Any shorter period for cure provided by law notwithstanding, and in lieu thereof, Tenant may cure any default under Section 19.1.2, 19.1.3, or 19.1.4 within thirty (30) days after written notice of default is received by Tenant from Landlord, provided that if such non-monetary default is curable but is of such a nature that the cure cannot be completed within thirty (30) days, Tenant shall be allowed to cure the default if Tenant promptly commences the cure upon receipt of the notice and diligently prosecutes the same to completion as promptly as reasonably possible thereafter.

Landlord's notice of default may be accomplished by, and shall not be in addition to, any notice required by law.

19.2 Remedies Upon Default. Upon the occurrence of any event of default by Tenant, Landlord shall have, in addition to any other remedies available to Landlord under this Lease or at law or in equity, the option to pursue any one or more of the following remedies (each and all of which shall be cumulative and non-exclusive) without any notice or demand whatsoever:

19.2.1 If the event of default is Tenant's failure to pay part or all of the Rent, Landlord may, in addition to any and all other rights it may have, impose late charges in the amount of two percent (2 %), which, together with the past due charges, shall be due and payable within ten (10) days of notice from Landlord.

19.2.2 Terminate this Lease, in which event Tenant shall immediately surrender the Premises and Landlord's personal property to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, and as allowable by law, enter upon and take possession of the Premises and Landlord Property and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof. Tenant hereby waives any rights it may have to make any claim or assess any damages against Landlord for such entry and/or expulsion and Landlord may recover from Tenant the following:

- a. Any unpaid Rent which has been earned at the time of such termination; plus
- b. The amount of any unpaid Rent which would have been earned after termination until the time of award; plus
- c. The amount of any unpaid Rent for the balance of the then current Term after the time of award; plus

- d. Any other amount necessary to compensate Landlord for all the detriment approximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, specifically including but not limited to brokerage commissions, advertising expenses and legal fees incurred, expenses of remodeling Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant; and
- e. At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

19.2.3 If Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all its rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

19.3 Tenant's Indemnification. Tenant shall indemnify Landlord against all costs and charges (including legal fees) lawfully and reasonably incurred in enforcing any payment due under this Lease, and in obtaining possession of the Premises after default of Tenant or upon expiration or earlier termination of this Lease, or in enforcing any covenant, provision or agreements of Tenant herein contained.

SECTION TWENTY FORCE MAJEURE

If either party fails to perform any of its obligations under this Lease as a result of Force Majeure, such party shall not be liable for loss or damage for the failure and the other party shall not be released from any of its obligations under this Lease. If either party is delayed or prevented from performing any of its obligations as a result of Force Majeure, the period of delay or prevention shall be added to the time herein provided for the performance of any such obligation.

"Force Majeure" shall mean any period of delay which arises from or through acts of God; strikes, lockouts, or labor difficulty; explosion, sabotage, accident, riot, or civil commotion; act of war; fire or other casualty; legal requirements; delays caused by the other party; and causes beyond the reasonable control of a party.

SECTION TWENTY-ONE MISCELLANEOUS

21.1 Relationship of Parties. Nothing contained in this Lease shall be construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or any other party.

21.2 Consent Not Unreasonably Withheld. Except as otherwise specifically provided, whenever consent or approval of Landlord or Tenant is required under the terms of this Lease, such consent or approval shall not be unreasonably withhold or delayed. Tenant's sole remedy if

Landlord unreasonably withholds or delays consent or approval shall be an action for specific performance, and Landlord shall not be liable for damages. If either party withholds any consent or approval, such party shall on written request deliver to the other party a written statement giving the reasons therefore.

21.3 Applicable Law and Construction. This Lease shall be governed by and construed under the laws of the State of Minnesota, and its provisions shall be construed as a whole according to their common meaning and not strictly for or against Landlord or Tenant. The words Landlord and Tenant shall include the plural as well as the singular. Time is of the essence of this Lease and each of its provisions. The captions of the Sections are included for convenience only, and shall have no effect upon the construction or interpretation of this Lease.

21.4 When Lease Becomes Binding. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant.

21.5 Counterparts and Electronic Execution. This lease may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. Execution of this Lease by electronic means shall be valid and given equal force and effect as ink signatures.

21.6 Authority. Landlord and Tenant each acknowledge and represent that it is duly organized, validly existing and in good standing and has all rights, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

21.7 Entire Agreement. This lease contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this lease or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

21.8 Amendment or Modification. Unless otherwise specifically provided in this Lease, no amendment, modification, or supplement to this Lease shall be valid or binding unless set out in writing and executed by the parties hereto in the same manner as the execution of this Lease.

21.9 Construed Covenants and Severability. All of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate Article hereof. Should any provision of this Lease be or become invalid, void, illegal or not enforceable, it shall be considered separate and severable from the Lease and the remaining provisions shall remain in force and be binding upon the parties hereto as though such provisions had not been included.

21.10 No Implied Surrender or Waiver. No provisions of this Lease shall be deemed to have been waived by either party unless such waiver is in writing signed by the waiving party. A

party's waiver of a breach of any term or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a breach, from having all the force and effect of any original breach. Landlord's receipt of Rent with knowledge of a breach by Tenant of any term or condition of this Lease shall not be deemed a waiver of such breach. No act or thing done by Landlord, its agents or employees during the Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid, unless in writing signed by Landlord. The delivery of keys to any of Landlord's agents or employees shall not operate as a termination of this Lease or a surrender of the Premises. No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent due hereunder shall be deemed to be other than on account of the earliest stipulated Rent. Nor shall any endorsement or statement on any check or any letter accompanying any check, or payment as Rent, be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy available to Landlord.

21.11 Successor Bound. Except as otherwise specifically provided, the covenants, terms, and conditions contained in this Lease shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

21.12 Waiver of Subrogation. Notwithstanding any other provision to the contrary, Landlord waives any and all rights of recovery against Tenant for or arising out of damage to or destruction of the Building or the Premises or personal property owned by Landlord from causes then included under standard fire and extended coverage insurance policies or endorsements, regardless of whether such damage or destruction is caused by the negligence of Tenant or its agents, servants, employees, contractors, visitors or licensees, but only to the extent that Landlord's insurance policies then in force, if any, permit such waiver. Tenant waives any and all rights of recovery against Landlord for or arising out of damage to or destruction of any property of Tenant from causes then included under the standard fire and extended coverage insurance policies or endorsements, regardless of whether caused by the negligence of Landlord or its agents, servants, employees, contractors, visitors or licensees, but only to the extent that Tenant's insurance policies then in force, if any, permit such waiver.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year opposite their signatures.

LANDLORD:
CITY OF BLAINE EDA

Date: _____

By: _____
President

Date: _____

By: _____
Executive Director

TENANT:
Specialty Welding, Inc.

Date: _____

By: _____

Its: _____