

158-1010-R0113  
Attachment 1

LEASE

Between

The Maureen and Mike Mansfield Center of The University Of Montana a state university  
As Tenant

And

MOUNTAIN STATES LEASING--MISSOULA, L.L.C.,  
a Montana limited liability company

As Landlord

Dated August 16, 2008

---

## TABLE OF CONTENTS

	<b>Page</b>
1. Leased Property	1
2. Lease Term	1
3. Base Rent	2
4. Signs and Communications Equipment	4
5. Taxes	4
6. Remodel of Premises	5
7. Maintenance and Repairs	5
8. Provisions for Utilities; Janitorial Services	6
9. Alterations	6
10. Mechanics' Liens	6
11. Insurance	6
12. Damage by Fire or Other Casualty	8
13. Condemnation	9
14. Assignment and Subletting	10
15. Use	10
16. Representations and Warranties	10
17. Estoppel Certificates	13
18. Subordination, Non-Disturbance and Attornment	13
19. Change of Landlord	13
20. Tenant's Financing	13
21. Tenant's Property and Waiver of Landlord's Lien	14
22. Memorandum of Lease	14
23. Commencement Date Agreement	14
24. Expiration of Term and Holding Over	14
25. Force Majeure	14
26. Events of Tenant's Default	15
27. Landlord's Remedies	15
28. Events of Landlord's Default	15

29.	Tenant's Remedies	16
30.	Waiver	16
31.	Compliance with Applicable Laws	16
32.	Notices	16
33.	Brokers	17
34.	Miscellaneous	17

---

## LEASE

This LEASE is made as of the \_\_\_\_ day of \_\_\_\_\_, 2008, by and between MOUNTAIN STATES LEASING - MISSOULA, L.L.C., a Montana limited liability company, having an address at 700 Blacktail Loop, Butte, Montana 59701 ("Landlord") and The Maureen and Mike Mansfield Center Of the University Of Montana a state university having an address at 32 Campus Drive, Missoula, Montana 59812 ("Tenant").

### WITNESSETH:

For and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Leased Property. Landlord leases to Tenant and Tenant leases from Landlord that certain portion of the second floor (the "Premises") of the building located at 2675 Palmer Street (the "Building") in Missoula, Montana (the "State"). The Building is a separate condominium in the Palmer Professional Park Condominium Complex (the "Condominium Complex"). The Premises is shown on the floor plan which is attached, marked as Exhibit A and incorporated herein. Tenant also has the non-exclusive right to use the common areas associated with the Premises, which includes the lobby area, restrooms, stairway and elevator located in the Building. The Premises includes all appurtenances and easements thereto belonging, with the non-exclusive right of ingress and egress at all times from and to the public streets and/or highways for Tenant, its customers, invitees and employees.

2. Lease Term.

(a) Main Term. The main term of the Lease shall commence on the Commencement Date and shall end on the last day of the month following the Third (3rd) anniversary of the Commencement Date (the "Main Term"). *3 years.*

(b) Option Periods. In addition to the Main Term, Tenant shall have the right (individually, a "Renewal Option" collectively, the "Renewal Options") to renew and extend the Lease for two (2) consecutive two (2) year periods (the "Option Periods") immediately following the Main Term, at the Base Rent specified below. Tenant shall deliver to Landlord written notice of its election to exercise any Renewal Option at least six (6) months prior to the expiration of the Main Term or any then-current Option Period, as applicable. Only upon the giving of notice of renewal and extension in accordance with the foregoing provisions will the Term (defined below) of this Lease be renewed and extended in accordance with such notice.

(c) Term and Lease Year. The Main Term and Option Periods are, collectively, the "Term". The term "Lease Year" shall mean each successive period of twelve (12) consecutive calendar months, commencing on the first day of the first month following the Commencement Date.

(d) Option to Purchase. Tenant shall have the option to purchase the Premises, as well as a proportionate, undivided interest in the general common elements of the Building. Tenant may exercise the option to purchase effective either at the expiration of the second Lease Year or at the expiration of the third Lease Year (each date is referred to as the "Option Date"). Tenant shall give Landlord notice of its exercise of the option to purchase at least 120 days before the Option Date. The purchase price of the Premises and its proportionate, undivided interest in the general common elements of the Building shall be based upon the Fair Market Value at the time of purchase.

(e) Addition Escape Clause. The parties understand and agree that if at any time during the option term of this lease funds become unavailable to tenant because of federal stat or university of Montana budgetary reasons, tenant shall have the right to terminate the lease by providing the landlord with at least ninety (90) days written notice of such termination, and tenant shall have no further obligation to continue the lease beyond the termination date.

### 3. Base Rent.

(a) Commencement Date. Tenant shall pay base rent and increases in base ~~rent as provided in subparagraph 3(e) (collectively "Base Rent") for the Premises in the~~ amount and in the manner specified hereunder, commencing on the date the Commencement Date.

(b) Calculations. All Base Rent and payments under this Lease shall be calculated on a full twelve (12) month period commencing on the Commencement Date; provided however, if the Commencement Date is any day other than the first day of the month, the Lease Year commences on the first day of the following month, and Base Rent and other payments for fractional months shall be prorated and added to the sums due for the next calendar month. Tenant shall pay Base Rent by check payable to Landlord in equal monthly installments for the initial two months of November and December 2008, upon occupying the building. Thereafter, Tenant shall pay quarterly, in advance, in January, April, July and October of the succeeding years, on or before the fifth day of that calendar month, to the address given for Landlord herein, unless Landlord shall give Tenant written notice of a change of address or of the party to whom such Base Rent shall be payable along with written documentation reasonably satisfactory to Tenant of such party's right to receive payment hereunder.

(i) Main Term. During the Main Term, Tenant shall pay Base Rent in the amount of Fifty Seven Thousand Seven Hundred Fifty Dollars (\$57,750.) per year, payable in equal monthly installments of Four Thousand Eight Hundred Twelve Dollars (\$4,812.) This represents 4,200 square feet of usable plus a percentage of common elements at \$13.75 per square foot per year.

(d) Increases in Base Rent During Option Periods. During the first option period beginning on the first (1st) day of the fourth (4<sup>th</sup>) Lease Year and extending for a period of Two Lease Years, Tenant shall pay Base Rent in the amount of Sixty One Thousand Nine Hundred Fifty Dollars (\$61,950.) per year, payable in equal monthly installments of Five Thousand One Hundred Sixty Two Dollars (\$5,162). During the second option period beginning on the first day of the sixth (6th) Lease Year and extending for a period of two (2) Lease Years, Tenant shall pay Base Rent in the amount of Sixty Six Thousand One Hundred Fifty Dollars (\$66,150.), payable in equal monthly installments of Five Thousand Five Hundred Twelve Dollars (\$5,512).

(e) Increases in Base Rent. The Base Rent shall be increased by the Tenant's Share of the annual increase, if any, in Real Estate Taxes on the Building over the Base Year for each year during the Term of this Lease. The "Base Year" is defined as calendar year 2008. "Tenant's Share" is defined as the fraction where the numerator is 4,200 square feet and the denominator is the total net leasable square footage, excluding common areas, of the Building. The increase in Base Rent, if any, arising from increases in Real Estate Taxes and insurance, shall be paid by Tenant to Landlord within ten (10) days after Tenant's receipt of the documents reflecting the increase in Real Estate Taxes.

The Base Rent shall be increased by Tenant's CAM Share, as defined herein, of the annual increase, if any, in the cost to maintain the general common areas of the Condominium Complex (the "Common Area Maintenance Costs") over the Base Year for each year during the Term of this Lease. The "Base Year" is defined as calendar year 2008. "Tenant's CAM Share" is defined as the fraction where the numerator is 4,200 square feet and the denominator is the total net leasable square footage, excluding common areas, of all condominiums in the Condominium Complex. The expenses for common area maintenance of the Condominium Complex include real property taxes, insurance, parking lot maintenance, landscaping, parking lot lighting, snow removal, garbage collection, employee parking, outside window cleaning, and main sign electrical expense. Landlord shall provide Tenant with all documents relating to increases of real property taxes, insurance premiums, and other Common Area Maintenance Costs. Such documents shall be provided on an annual basis. Landlord shall provide an invoice to Tenant on an annual basis relating to the increases in Base Rent. Tenant shall pay such amount invoiced within thirty (30) days.

(f) Exclusions for Common Area Maintenance Costs. The following costs and expenses are expressly excluded from common area maintenance costs and Tenant shall have no obligation to pay for same:

- (i) Leasing commissions, rent concessions to tenants, tenant improvements and advertising expenses;
- (ii) Expenditures for capital improvements; including any new parking that might be added to the site.
- (iii) Painting, redecorating or other work which Landlord performs for any tenant or prospective tenant, other than painting, redecorating or other work which is standard for the common areas;
- (iv) Repairs or other work (including rebuilding) occasioned by fire, windstorm or other casualty to the extent covered by insurance or condemnation damages;
- (v) Depreciation;
- (vi) Interest on, and amortization of, any mortgages placed upon the Building by Landlord;

---

- (vii) Costs and expenses of enforcing leases against tenants, including attorneys' fees; and
- (viii) Penalties for late payment of any Real Estate Taxes.

(g) Occupancy. If during the Main Term or the Option Period(s), the Building is not one-hundred percent (100%) occupied, the Common Area Maintenance Costs and the Real Estate Taxes (and any other costs which Tenant will pay other than Basic Rent) shall be adjusted for that year as though the Building were fully occupied. However the tenant will continue to bear responsibility for payment limited to the actual space they occupy and the attendant proportion of Common Area that is for 4200 square feet.

(h) Audit. Tenant shall have the right to audit the Common Area Maintenance Costs within three (3) months of receipt of Landlord's documents relating to said costs.

4. Signs and Communications Equipment:

(a) Signs. Tenant shall be entitled, subject to governmental requirements, to (i) have space on Landlord's mainframe sign located along Palmer Street; and (ii) have space on a free-standing sign similar to the existing free-standing signs in front of existing buildings in the Palmer Professional Park.

(b) Communications Equipment. Tenant may, from time to time, install, maintain, replace and/or remove any data communications, satellite dishes, links or antennas on the roof, exterior or interior walls or parapet of the Premises as Tenant deems reasonably necessary or desirable, provided same shall (i) not adversely and materially affect the roof or the structural elements of the Premises, (ii) not void any applicable roof warranty, and (iii) comply with all governmental regulations and requirements. Upon the removal by Tenant of any data communications, satellite dishes, links or antennas, Tenant shall repair any damage done in connection with such removal.

5. Taxes.

(a) Definition. The term "Real Estate Taxes" shall mean all general real estate taxes, general assessments, special assessments and other ad valorem taxes, rates and levies paid upon or with respect to the Premises for a calendar year or a portion thereof to any governmental agency or authority and all charges specifically imposed in lieu of any such taxes. Nothing contained in this Lease shall require Tenant to pay or discharge (i) any local, county, municipal, state or federal income, franchise, corporate, estate, inheritance or succession tax of Landlord; (ii) any tax or increase which may be levied as a result of a voluntary or involuntary assignment, transfer or change of ownership of all or any portion of Landlord's interest in the Premises or in the composition of Landlord; or (iii) any tax or increase which may be levied on profits, gross receipts, sales or renewal tax or charge upon the Base Rent or other charges payable by Tenant under the Lease.

(b) Payment of Real Estate Taxes. Subject to subparagraph 3(e), Landlord shall pay the Real Estate Taxes levied against the tax parcels comprising the Premises directly to the taxing authorities and provide evidence of such payment to Tenant.

(c) Contest of Real Estate Taxes and/or Assessed Valuation of Property. Tenant shall have the right, at Tenant's sole expense, to contest the amount or validity, or otherwise seek an exemption or abatement, of any Real Estate Taxes, by appropriate proceedings diligently conducted in good faith. In any instance where any such action or proceeding is being undertaken by Tenant, Landlord shall cooperate with Tenant, execute any and all documents required in connection therewith and, if required by any law, rule or regulation of the taxing authority shall join with Tenant in the prosecution of such protest.

(d) Increases in Real Estate Taxes. As stated above, Tenant shall pay its pro-rata share of increases in Real Estate Taxes over the Base Year. Other than this obligation to pay its share of such increases, Tenant has no obligation to pay Real Estate Taxes or to reimburse Landlord for said payment.



6. Remodel of Premises. Landlord, at its sole cost and expense, shall perform the following improvements to the Premises: Standard configuration of space, facilities (including kitchen), carpeting, painting, and attendant electrical wiring as indicated in Exhibit B

7. Maintenance and Repairs. Landlord shall maintain and repair the sidewalks, landscaping, parking surfaces, mainframe sign, plate glass windows, and lighting. Landlord shall maintain and repair all interior and exterior structural elements of the Premises, including, without limitation, the roof (including the roof covering and membrane), floor slab, foundation and load bearing walls, exterior and structural portions of the Building and demising walls. Landlord shall also be responsible for all repairs to the heat, ventilation and air conditioning system. Notwithstanding the foregoing, Landlord shall have no obligation for maintenance and repairs to the Premises resulting from the negligent acts or omissions or willful misconduct of Tenant (or its agents or employees) unless such damage to the Premises results from fire or other perils for which Landlord is required to maintain insurance as provided in Section 12 of this Lease, in which case, Section 12 shall control. If either party makes emergency repairs that would typically be the obligation of the other party, no interest shall accrue if reimbursement is made within thirty (30) days of request (including detailed invoice) for reimbursement. All maintenance or repairs shall be done by Tenant or Landlord lien-free and in a good and workmanlike manner consistent with the quality of labor and materials used in originally constructing the Premises and in accordance with all applicable law. In order for Landlord and Tenant to effectively perform their maintenance and repair obligations hereunder, Tenant and Landlord, as applicable, hereby assign to the other party any and all manufacturers and contractors warranties relating to any work performed by one party and required to be maintained by the other party.

8. Provisions for Utilities; Janitorial Services. Tenant will pay directly to the appropriate utility company or governmental agency, when due, all bills for gas, water, sanitary sewer, electricity, and other public or private utilities, including telephone and data communications, used by Tenant with regard to the Premises for which Tenant's use is separately metered. Tenant shall also provide janitorial services for the Premises, including trash disposal and window cleaning.

9. Alterations. During the Term, Tenant shall have the right, at its discretion, (a) without Landlord's consent, to make such alterations, improvements, repairs and modifications to the non-structural portions of the Premises as Tenant may deem desirable for its use of same, provided that the value of the Premises is not thereby diminished, and (b) with Landlord's consent, such consent not to be unreasonably withheld, delayed, or conditioned, to make such alterations, improvements, repairs and modifications to the structural portions of the Premises as Tenant may deem desirable for its use of same. Tenant shall cause all such alterations to be lien-free (in accordance with the provisions of this Lease) and made and completed at Tenant's cost in a workmanlike manner and in compliance with all applicable law. Without cost or expense to Landlord, Landlord shall cooperate with Tenant in the obtaining of any and all licenses, building permits, certificates of occupancy or other

governmental approvals which may be required in connection with any such modifications or alterations, and Landlord shall promptly execute, acknowledge and deliver any documents reasonably required in furtherance of such purposes.

10. Mechanics' Liens. Landlord and Tenant covenant to each other that they will not permit any mechanics' lien to be filed against the Premises as a result of nonpayment for, or disputes with respect to, labor or materials furnished to the Premises for or on behalf of Tenant, Landlord or any party claiming by, through, or under Tenant or Landlord, nor shall either party permit any judgment, lien or attachment to lie, as applicable, against the Premises. Should any lien of any nature, including but not limited to the foregoing, be filed against the Premises, the party on account of whose actions such lien has been filed shall, within thirty (30) days after receipt of written notice of such lien, cause said lien to be removed, or otherwise protected against execution during good faith contest, by substitution of collateral, posting a bond therefor, escrowing of adequate funds to cover the claim and related transaction costs or such other method as may be permissible under applicable title insurance regulations and reasonably acceptable to the other party hereto.

11. Insurance.

(a) Property Damage. During the Term, Tenant shall provide insurance coverage for its property located on the Premises to the extent Tenant deems appropriate. Landlord agree that, as a unit of the University of Montana a state University Tenant's insurance is governed in all insurance matters by the rules and limits stipulated by the State Of Montana's self-insurance. Copies of those terms have been provided to Landlord.

(b) Landlord Insurance. Landlord shall carry and maintain at all times during the Lease Term:

(i) Commercial general liability insurance against personal injury, including death and property damage, in or about the Building (excluding Tenant's property), in an amount not less than \$2,000,000;

(ii) Casualty insurance for the Building, the shell and core of the Building and the Premises (other than the insurance Tenant is required to carry for its property on the Premises) for their full replacement value, including insurance for loss of rent;

(iii) All such insurance shall be subjected to commercially reasonable deductible amounts;

(iv) All such policies shall name the Tenant as "additional insured;"

(v) The limits of Landlord's insurance shall not limit the liability of Landlord under this Lease.

(c) Liability Insurance. During the Term, Tenant shall keep in full force and affect a policy of commercial general liability and property damage insurance with respect to the Premises and business operated by Tenant, which shall name Landlord as an additional insured. The limits of such commercial general liability and property damage policy shall be not less than \$1,500,000.00 combined single limit for bodily injury and property damage as stipulated by the terms of the State Of Montana's self-insurance. \*See attached State of Montana Insurance Statement.

(d) Workers' Compensation Insurance. To the extent required by law, Tenant shall maintain state workers' compensation insurance in the statutorily mandated limits covering its employees in statutory limits, or maintain such alternate coverage's or arrangements as legally permissible.

(e) Tenant's Relationship with Insurer. Nothing herein shall limit Tenant's ability to negotiate side agreements with its insurers regarding insurance deductibles, retention limits and indemnifications on such terms as they may agree; provided that such side agreements shall not impair the insurer's obligation to pay in accordance with the terms of the policies provided to Landlord.

(f) Policy Provisions. All policies of insurance enumerated above shall be provided by insurance carriers with a financial rating of at least VII and a policy holder's rating of not less than A- in "Best's Insurance Guide" and qualified to write insurance in the State.

(g) Evidence of Insurance. Ten days prior to the Commencement Date, Tenant and Landlord shall cause to be issued to each other in lieu of the original policy, certificates of insurance evidencing compliance with the applicable covenants of this Paragraph. Tenant and Landlord shall use their best effort to provide certificates of insurance stating that no expiration, cancellation or material change in the insurance evidenced thereby shall be effective unless thirty (30) days unconditional notice of such expiration, cancellation or material change shall have been given to the non-insuring party, except for cancellation resulting from non-payment of premiums, for which ten (10) days' written notice shall be provided to Landlord.

(h) Waiver of Right of Recovery and Subrogation. As permitted by law, neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under worker's compensation laws and benefits, even though such loss or damage might have been occasioned by the acts or omissions of such party, its agents or employees; provided the provisions of this

Subparagraph shall apply only to the extent of the insurance coverage maintained with respect to such loss or damage.

12. Damage by Fire or Other Casualty.

(a) In the event the Premises is damaged by fire or other perils for which Landlord is required to maintain insurance hereunder, Landlord shall, within a period of ninety (90) days after the date of such damage, commence the repair, reconstruction and restoration of the Premises and thereafter prosecute the same diligently to completion, and this Lease shall continue in full force.

(b) In the event the Premises is damaged by perils for which Landlord is not required to maintain insurance hereunder, Landlord may either (i) within ninety (90) days following the date of such damage, commence the repair, reconstruction or restoration of the Premises and thereafter prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect, with the exception that all payments for Base Rent and common area maintenance and increases in real estate taxes shall abate during the period from the date of the Casualty and the completion of the repairs, or (ii) within said ninety (90) day period elect not to so repair, reconstruct or restore the Premises, in which event this Lease shall cease and terminate. In either such event, Landlord shall give Tenant written notice of its intention within said ninety (90) day period. In the event of Lease is terminated as provided herein, this Lease shall be deemed terminated as of the date of the service of Landlord's termination notice.

(c) In the event that the Premises is damaged such that they are not reasonably suitable for the normal conduct of Tenant's business as carried on prior to such damage, in Tenant's sole discretion, and despite such damage Tenant elects to continue occupancy of the Premises, then Base Rent shall be equitably adjusted upon the occurrence of any casualty until thirty (30) days after the Premises are restored as provided above, taking into account the interference with Tenant's normal conduct of business and loss of profit resulting therefrom. If Tenant elects to discontinue occupancy, then the Base Rent and all other charges hereunder shall completely abate until thirty (30) days after completion of such restoration.

(d) In the event of any termination of this Lease in accordance with this Paragraph the parties shall be released thereby without further obligation to the other party coincidental with the surrender of the possession of the Premises to Landlord, except for items which have theretofore accrued and are then unpaid.

13. Condemnation.

(a) Definition of Taking and Substantial Taking. For the purpose of this Lease, a "Taking" shall mean any condemnation or exercise of the power of eminent domain by any authority vested with such power or any other taking for public use, including a private

purchase in lieu of condemnation by an authority vested with the power of eminent domain; the "Date of Taking" shall mean the earlier of the date upon which title to the Premises or any portion thereof so taken is vested in the condemning authority or the date upon which possession of the Premises or any portion thereof is taken by the condemning authority; and "Substantially All of the Premises" shall mean (i) so much of the Premises as, when taken, leaves the untaken portion unsuitable, in Tenant's opinion, for the continued feasible and economic operation of the Premises by Tenant for the same purposes as immediately prior to such Taking or as contemplated herein, (ii) so many of the parking spaces within the Premises are taken that the parking ratio is reduced to a ratio below that ratio which is required by the zoning ordinance applicable to the Premises and Landlord's failure to provide substantially equivalent alternative parking reasonably acceptable to Tenant within sixty (60) days after such Taking, or (iii) the ingress and egress to the Premises is taken and/or altered and Landlord is unable to provide substantially equivalent alternative ingress and egress reasonably acceptable to Tenant within thirty (30) days after such Taking.

(b) Tenant's Rights Upon Taking or Substantial Taking. In the event of a Taking of Substantially All of the Premises, Tenant, at its option upon thirty (30) days written notice to Landlord, which shall be given no later than sixty (60) days following the Taking, shall have the right to terminate this Lease. All Base Rent and other sums payable by Tenant hereunder shall be apportioned and paid through and including the Date of Taking, and neither Landlord nor Tenant shall have any rights in any compensation or damages payable to the other in connection with such Taking.

(c) Tenant's Rights Upon Less Than Substantial Taking. In the event of a Taking of less than Substantially All of the Premises, Base Rent and other charges shall be reduced fairly and equitably in accordance with the portion condemned or taken, effective as of the Date of Taking, and Landlord shall make all necessary restorations to the Building so that the portions of the Building not taken constitute a complete architectural unit.

(d) Rights Upon Temporary Taking. In the event of a Taking of the Premises, or any portion thereof, for temporary use (specifically one not exceeding sixty (60) days in duration), without the taking of the fee simple title thereto, this Lease shall remain in full force and effect. All awards, damages, compensation and proceeds payable by the condemner by reason of such Taking relating to the Premises for periods prior to the expiration of the Lease shall be payable to Tenant. All such awards, damages, compensation and proceeds for periods after the expiration of the Lease shall be payable to Landlord. Anything contained herein to the contrary notwithstanding, a temporary Taking for any period in excess of sixty (60) days may, at Tenant's option, be deemed a permanent Taking and shall be governed by Paragraph 13(b) or (c) above, as applicable.

(e) Tenant's Right Upon Condemnation. In the event of a Taking described in Paragraph 13(b) or (c) above, Tenant shall be entitled to receive compensation from the condemning authority for the value of its leasehold interest in the Premises, its unamortized leasehold improvements paid for by Tenant, relocation and removal expenses, its personal

property and trade fixtures and any other items to which Tenant is entitled under applicable law.

14. Assignment and Subletting. Tenant shall have the right to sublet, assign, transfer, reassign or grant concessions or licenses (a "Transfer") in all or any part of the Premises and any of Tenant's rights and obligations under this Lease during the Term upon Landlord's prior consent, such consent not be unreasonably withheld, delayed, or conditions.. Landlord acknowledges and agrees that it shall be unreasonable for Landlord to withhold consent hereunder for the purpose of obtaining a material amendment or modification to the terms of this Lease. Sales, assignments, mergers and acquisitions involving beneficial ownership interests in Tenant or all or substantially all of the assets of Tenant or a controlling interest of Tenant's stock shall not be deemed a Transfer hereunder and same may be affected without Landlord's knowledge or consent. In the event of a Transfer, Tenant shall remain liable for all of Tenant's obligations to Landlord arising hereunder so long as this Lease is not changed, modified or amended in any respect by Landlord and any transferee. Should Tenant wish to be relieved of its obligations hereunder upon a Transfer, Landlord's prior consent to the release shall be required. No Transfer shall be allowed that will create a direct conflict with existing tenants already leasing space in the Palmer Professional Park, but Tenant may sublease all or a portion of the Premises to an existing tenant in Palmer Professional Park if Landlord is unable to provide that tenant with adequate space in the Condominium Complex.

15. Use. Tenant shall use the Premises for office space. Tenant shall have the right to terminate this Lease upon thirty (30) days written notice to Landlord if any law, rule or regulation precludes, prohibits or materially and adversely impairs Tenant's ability to use the Premises for the use permitted herein.

16. Representations and Warranties.

(a) Landlord's Representations and Warranties. Landlord represents and warrants to Tenant that:

(i) Quiet and Peaceful Enjoyment. So long as Tenant is not in default hereunder beyond any applicable cure period, Tenant shall have quiet and peaceful use, enjoyment and occupancy of the Premises.

(ii) Title. Landlord's fee simple interest in the Premises is free and clear of any mortgages, deeds, encumbrances, declarations, easements, agreements, leases, tenancies or restrictions, which would restrict Tenant's rights under this Lease, including but not limited to the right to operate its business in the Premises. No third party has the right to object to Tenant's tenancy hereunder, prohibit the selling of the Products, or the right to consent to any feature of the Building or Tenant's signage.

(iii) Certificate of Authority. Landlord is a limited liability company and covenants that it is a duly constituted under the laws of the State, and that its member who is

acting as its signatory in this Lease is duly authorized and empowered to act for and on behalf of the Landlord. Landlord shall furnish Tenant prior to the execution hereof with evidence of (a) the existence of the entity, and (b) the authority of the member to bind the entity as contemplated herein.

(iv) No Litigation. There are no judicial, quasi-judicial, administrative or other orders, injunctions, moratoria or pending proceedings against Landlord or the Premises which preclude or interfere with, or would preclude or interfere with, the construction contemplated herein or the occupancy and use of the Premises by Tenant for the purposes herein contemplated.

(v) Hazardous or Toxic Substances. Landlord has not used, discharged, dumped, spilled or stored any Hazardous Substances (defined below) on or about the Premises, whether accidentally or intentionally, legally or illegally, and has received no notice of such occurrence and has no knowledge that any such condition exists at the Premises. If any claim is ever made against Tenant relating to Hazardous Substances present at or around the Premises, whether or not such substances are present as of the date hereof, or any such Hazardous Substances are hereafter discovered at the Premises (unless introduced by Tenant, its agents or employees), all costs of removal incurred by, all liability imposed upon, or damages suffered by Tenant because of the same shall be borne by Landlord, and Landlord hereby indemnifies and agrees to be responsible for and defend and hold Tenant harmless from and against all such costs, losses, liabilities and damages, including, without limitation, all third-party claims (including sums paid in settlement thereof, with or without legal proceedings) for personal injury or property damage and other claims, actions, administrative proceedings, judgments, compensatory and punitive damages, lost profits, penalties, fines, costs, losses, attorneys' fees and expenses (through all levels of proceedings), consultants or experts fees and all costs incurred in enforcing this indemnity. The representation, warranty and indemnity of Landlord described in this Paragraph shall survive the termination or expiration of this Lease. The term "Hazardous Substances" includes, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste", "extremely hazardous waste", "restrictive hazardous waste" or "hazardous substance" or considered a waste, condition of pollution or nuisance under the Environmental Laws (as defined below); (ii) petroleum or a petroleum product or fraction thereof (iii) asbestos; and/or (iv) substances known to cause cancer and/or reproductive toxicity. The term "Environmental Laws" shall mean any federal, state or local law, statute, ordinance, rule, regulation, order, consent, decree, judgment or common-law doctrine, interpretation thereof, and provisions and conditions of permits, licenses, plans, approvals and other operating authorizations whether currently in force or hereafter enacted relating to health, industrial hygiene or the environmental conditions on, under or about the Premises, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; the Federal Water Pollution Control Act; the Emergency Planning and Community Right-to-Know Act; the Hazardous Materials Transportation Act; the Solid Waste Disposal Act; the Clean Water Act; the Clear Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act; the

National Environmental Policy Act, as such laws are amended and the regulations and administrative codes applicable thereto. It is the intent of the parties hereto to construe the terms "Hazardous Substance" and "Environmental Law" in their broadest sense.

(vi) Zoning, Subdivision and Assessments. The Premises are presently properly subdivided, in conformity with all applicable laws, and zoned so as to permit (A) the development and operation of the Premises in accordance with the provisions of this Lease; and (B) the use of the Premises described herein. There are no existing general or special assessments against the Premises and Landlord has no notice of any proposed assessment or assessments.

(vii) Easements. Landlord shall not create, modify or terminate any ingress or egress to or from the Premises.

(viii) Notices Affecting the Premises. Landlord shall promptly forward to Tenant any notice or other communication affecting the Premises received by Landlord from any owner of property adjoining, adjacent or nearby to the Premises or from any municipal or governmental authority, in connection with any hearing or other administrative procedure relating to the use or occupancy of the Premises or any such neighboring property.

(ix) Non-Foreign Entity Attestation. Landlord is not a non-resident alien or foreign corporation, a foreign partnership, a foreign trust of a foreign estate (as those terms are defined in the Internal Revenue Code and regulations promulgated thereunder) and Landlord's federal tax identification number and home or office address are as shown herein. Landlord acknowledges that this attestation may be disclosed to the Internal Revenue Service pursuant to federal law.

(b) Tenant's Representations and Warranties. Tenant represents and warrants to Landlord that:

(i) Tenant's Authority. Tenant is a unit of a state university legally permitted to do business under the laws of the State of Montana; it has the power to enter into this Lease and perform Tenant's obligations hereunder; and the persons executing this Lease on Tenant's behalf have the right and lawful authority to do so.

(ii) Tenant's Warranty as to Hazardous or Toxic Materials. As to Tenant's use and occupancy of the Premises, Tenant will not generate, store or dispose of on or transport over the Premises any Hazardous Substances in violation of any then applicable laws, or approvals and Tenant indemnifies and agrees to hold Landlord harmless from and against all costs, liability and damages as a result thereof, to the same extent that Landlord indemnifies and holds Tenant harmless in Paragraph 16(a) (v) above. The warranty and indemnity of Tenant described in this Paragraph shall survive the termination of this Lease.



(c) Survival. All representations, warranties, covenants and indemnities contained herein shall survive the termination of this Lease.

17. Estoppel Certificates. Without charge, at any time and from time to time hereafter, within ten (10) days after receipt of written request by either party, the other party shall certify, by written and duly executed instrument in substantially the form attached hereto as Exhibit "B" to any other person or entity specified in such request.

18. Subordination, Non-Disturbance and Attornment.

(a) Simultaneously with the execution hereof, Landlord shall deliver to Tenant with regard to any and all Mortgages (as defined below) encumbering the Premises, a subordination, non-disturbance and attornment agreement in substantially the form of Exhibit "C" hereto attached ("Subordination Agreement"), executed by the holder of such Mortgage ("Mortgagee"), as applicable. As used in this Paragraph, the term "Mortgage" shall mean any mortgage, deed to secure debt, deed of trust, trust deed or other collateral conveyance of, or lien or encumbrance against, the Premises. In addition, throughout the term, Landlord shall deliver to Tenant a Subordination Agreement in substantially the form of Exhibit "E" executed by Mortgagee with regard to all future Mortgages and with regard to all renewals, modifications, replacements and extensions of such Mortgages. Upon Tenant's receipt of the fully executed Subordination Agreement, this Lease shall be subordinate to the corresponding Mortgage.

(b) If requested by any Mortgagee, from time to time during the Term, Tenant agrees to execute further Subordination Agreements, in substantially the form of Exhibit "C", provided all other parties thereto fully execute same.

19. Change of Landlord. Subject to Paragraph 18 above, in the event Landlord's interest in the Premises passes to a successor (the "Successor") by sale, lease, foreclosure or in any other manner, Tenant shall be bound to the Successor under all of the terms of this Lease for the balance of the Term with the same force and effect as if the Successor were the landlord under the Lease, and Tenant hereby agrees to attorn to the Successor as its Landlord, such attornment to be effective upon written notice thereof given by Landlord to Tenant.

20. Tenant's Financing. Notwithstanding any other provisions of this Lease, Tenant may, without Landlord's consent, from time to time, secure financing or general credit lines and grant the lenders thereof, as security therefor, (i) a security interest in Tenant's fixtures, furnishings, inventory and equipment (collectively, "Personalty"), (ii) the right to enter the Premises to realize upon any Personalty so pledged provided that the Premises are repaired, and/or (iii) a collateral assignment of or leasehold encumbrance in Tenant's leasehold interest in the Premises, with rights of reassignment; provided, however, such collateral assignment may be made solely for the purpose of securing Tenant's indebtedness to such lenders. Upon Tenant providing notice of such financing to Landlord, Landlord agrees to evidence its consent in writing to such security interest and agreement and to give such lenders the same notice and

opportunity to cure any default of Tenant as is provided Tenant hereunder (including time to foreclose or otherwise take possession of the Premises, if necessary to effect such cure). In addition, Landlord agrees to cause any Mortgagee specifically to acknowledge the rights of Tenant's lenders described herein.

21. Tenant's Property and Waiver of Landlord's Lien. All of the Personalty shall be and remain the personal property of Tenant. Landlord expressly waives its statutory or common law landlord's liens (as same may be enacted or may exist from time to time) and any and all rights granted under any present or future laws to levy or distrain for rent (whether in arrears or in advance) against the aforesaid property of Tenant on the Premises and further agrees to execute any reasonable instruments evidencing such waiver, at any time or times hereafter upon Tenant's request.

22. Memorandum of Lease. Landlord and Tenant agree to execute a Memorandum of Lease in recordable form, substantially in the form attached hereto as Exhibit "D", setting forth such provisions hereof as may be required by State law. The recording cost for the Memorandum of Lease shall be paid by Landlord. The provisions of this Lease shall control, however, with regard to any omissions from, or provisions hereof which may be in conflict with the Memorandum of Lease.

23. Commencement Date Agreement. Upon Tenant's request, Landlord shall execute a Commencement Date Agreement in substantially the form attached hereto as Exhibit "E", once the Commencement Date and Term have been established. The provisions of this Lease shall control, however, with regard to any omissions from, or provisions hereof which may be in conflict with the Commencement Date Agreement.

24. Expiration of Term and Holding Over. All of the Personalty, including signs and color effects, shall be removable by Tenant or by any subtenant(s) any time prior to the expiration or earlier termination of this Lease. Tenant agrees promptly to repair any damage to the Premises occasioned by the removal of the Personalty (except for small holes caused by nails, fasteners and the like) and to surrender the Premises broom clean, in as good condition as on the date of Tenant's opening for business therein, ordinary wear and tear, casualty and condemnation and damage subject to Landlord's repair obligations contained herein excepted. No holding over by Tenant nor acceptance of Base Rent or other charges by Landlord shall operate as any election to exercise any Renewal Option without the written consent of Landlord and Tenant and in the event of such holding over without the consent of Landlord, this Lease shall continue in force from month to month, subject to all of the provisions hereof and at the monthly Base Rent Tenant had been paying during the preceding Lease Year.

25. Force Majeure. Except as provided otherwise in this Lease, in the event that Landlord or Tenant shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of inability to procure materials; delay by the other party, failure of power or unavailability of utilities, riots, insurrection, war or other reason of a like nature not the fault of such party or not within its control, acts of God, governmental laws or

regulations without fault and beyond the control of the party obligated (financial inability excepted), then performance of such act shall be excused for the period of delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay (collectively, "Force Majeure").

26. Events of Tenant's Default. Any of the following occurrences, conditions or acts by Tenant shall constitute an "Event of Default" under this Lease: (a) Tenant's failure to make any payment of money required by this Lease (including without limitation Base Rent) within ten (10) days after the receipt of written notice from Landlord to Tenant that same is overdue; (b) Tenant's failure to observe or perform any other material provision of this Lease within thirty (30) days after receipt of written notice from Landlord to Tenant specifying such default and demanding that the same be cured; provided that, if such default cannot with due diligence be wholly cured within such thirty (30) day period, Tenant shall have such longer period as is reasonably necessary to cure the default, so long as Tenant proceeds promptly to commence the cure of same within such thirty (30) day period and diligently prosecutes the cure to completion; or (c) Tenant's adjudication as bankrupt or insolvent, or the appointment of a receiver, trustee in involuntary bankruptcy or other, similar officer to take charge of any substantial part of Tenant's property, which proceeding is not dismissed within one hundred twenty (120) days after it is begun.

27. Landlord's Remedies. After the occurrence of an Event of Default by Tenant, Landlord shall have the right, subject to Landlord's obligation to mitigate damages by reletting: (a) to terminate this Lease and thereupon reenter and take possession of the Premises by any means provided by law; or (b) from time to time, without terminating this Lease, reenter (by any means provided by law) and relet the Premises for the account of Tenant, upon such terms and conditions as Landlord may deem advisable or satisfactory, in which event rents received for such reletting shall be applied first to the expense of such reletting (including necessary renovations to return the Premises to a condition equivalent to that of its original condition), and thereafter toward payment of all sums due or to become due to Landlord hereunder. Landlord shall not in any event be required to pay Tenant any surplus of any sums received by Landlord on a reletting of the Premises in excess of the amounts due from Tenant as provided in this Lease, but all such excess shall become the property of Landlord.

28. Events of Landlord's Default. Any of the following occurrences, conditions or acts by Landlord shall constitute an "Event of Default": (a) Landlord's failure to make any payments of money due Tenant hereunder within ten (10) days after the receipt of written notice from Tenant that same is overdue; or (b) Landlord's failure to perform or observe any other nonmonetary obligation of Landlord hereunder within thirty (30) days after receipt of written notice from Tenant to Landlord specifying such default and demanding that the same be cured; provided that, if such default cannot with due diligence be wholly cured within such thirty (30) day period, Landlord shall have such longer period as may be reasonably necessary to cure the default, so long as Landlord proceeds promptly to commence the cure of same within such thirty (30) day period and diligently prosecutes the cure to completion and

provided further that in the case of an emergency, Tenant shall be required to give only such notice as is reasonable under the circumstances.

29. Tenant's Remedies. Upon the occurrence of an Event of Default by Landlord, at Tenant's option, in addition to any and all other remedies which it may have at law and/or in equity, and without its actions being deemed an election of remedies or a cure of Landlord's default, Tenant may do all or any of the following: (a) pay or perform such obligations and offset Tenant's reasonable and actual cost of performance, including any and all transaction costs and attorneys' fees, plus interest at the highest rate permitted by law, against the Base Rent and any and all other amounts and charges due Landlord hereunder; (b) withhold Base Rent and any other payments due to Landlord under this Lease until such Event of Default, including payment of interest and transaction costs specified in subsection (a) above, is cured by Landlord; (c) terminate this Lease and sue for damages, including interest, transaction costs and attorneys' fees as specified in subsection (a) above.

As to a breach of the warranties and representations contained herein, Tenant shall be entitled to the remedies provided therein, in addition to those remedies provided herein. All amounts, including interest, transaction costs and attorneys' fees, arising out of uncured defaults of Landlord shall constitute liens against Landlord's interest in the Premises, which may be enforced by non-judicial means available under State law, or any other applicable proceedings. The various rights and remedies reserved to Tenant herein are cumulative, and Tenant may pursue any and all rights and remedies, whether at the same time or otherwise.

30. Waiver. If either Landlord or Tenant fails to insist on the strict observance by the other of any provisions of this Lease, neither shall thereby be precluded from enforcing nor be held to have waived any of the obligations, past, present or future, of this Lease. Either party may accept late payment or performance by the other without waiving any Event of Default which may then have accrued.

31. Compliance with Applicable Laws. During the Term, Tenant shall comply with all applicable requirements of all governmental authorities with jurisdiction over the Building respecting Tenant's particular use and occupancy of the Premises. During the Term, Landlord shall comply with all applicable requirements of governmental authorities with jurisdiction over the Building respecting all matters other than Tenant's use and occupancy of the Premises. Notwithstanding the foregoing, Landlord shall perform all work required in order to effect such compliance to the extent such work is a capital expenditure which may be depreciated in accordance with applicable law.

32. Notices. Any notice permitted or required to be given pursuant to this Lease shall be deemed to have been given three (3) business days after mailing a written notice by certified mail, postage prepaid, return receipt requested, or one (1) business day after sending by Federal Express or other comparable overnight express courier service (with proof of receipt available), addressed to the parties as follows:

If to Tenant:  
The University Of Montana

Maureen and Mike Mansfield Center Of  
32 Campus Drive  
Missoula, MT 59812

If to Landlord:

Mountain States Leasing-Missoula, L.L.C.  
700 Blacktail Loop Road  
Butte, Montana 59701

or to such other addressees as any party hereto shall from time to time give notice to the other party in accordance with this Paragraph.

33. Brokers. There are no brokers involved in Tenant's leasing of the Premises from Landlord.

34. Miscellaneous.

(a) Headings and Gender. All paragraph headings, titles or captions contained in this Lease are for convenience only and shall not be deemed a part of this Lease and shall not in any way limit or amplify the terms and provisions of this Lease. The masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others whenever the context so requires or indicates.

(b) Construction. The parties hereto agree that all the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. This Lease is the result of negotiations between Landlord and Tenant, who each had the opportunity to obtain legal advice regarding the same. This Lease shall not be construed for or against Landlord or Tenant on the basis of which party physically served as scrivener of this Lease.

(c) Waiver of Jury Trial. In the event of any court action arising out of this Lease, each party hereby expressly waives its right to trial by jury.

(d) Relationship of Landlord-Tenant. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, partnership, joint venture, or any other association between Landlord and Tenant other than the landlord-tenant relationship described herein.

(e) Entire Agreement: Merger. This Lease, including all exhibits hereto (which are hereby incorporated herein by reference for all purposes), contains the full and final

agreement of every kind and nature whatsoever between the parties hereto concerning the subject matter of this Lease, and all preliminary negotiations and agreements of whatsoever kind or nature between Landlord and Tenant are merged herein. This Lease cannot be changed or modified in any manner other than by a written amendment or modification executed by Landlord and Tenant.

(f) Attorneys' Fees. In the event either party shall commence or be required to defend any action or proceeding against any other party by reason of any breach or claimed breach of any provision of this Lease, to commence or defend any action or proceeding in any way connected with this Lease or to seek a judicial declaration of rights under this Lease, the party prevailing in such action or proceeding shall be entitled to recover from or to be reimbursed by the other party for the prevailing party's reasonable attorneys' fees and costs through all levels of proceedings.

(g) Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Lease and its application to other persons or circumstances shall not be affected by such partial invalidity but shall be enforced to the fullest extent permitted by law as though such invalid or unenforceable provision was never a part hereof.

(h) Consents. Except as specifically provided, any consent or approval granted by either party hereunder shall be deemed a consent only as to the matter on which such consent was requested and shall not waive the consenting party's right to give or withhold consent to any subsequent matter. No requested consent shall be unreasonably withheld, delayed or conditioned. Any consent or approval requested by one party that is not approved in writing by the other party within fifteen (15) days after written notice of such request shall be deemed approved by the other party.

(i) Holidays. If the day on which rent or any other payment due hereunder is payable falls on a Sunday or on a legal holiday, it shall be payable on the following business day.

(j) Applicable Law. This Lease shall be construed in accordance with the laws of the State without regard to its principles of choice of law, and the parties agree that jurisdiction for all actions hereunder shall lie therein.

(k) Successors and Assigns. All rights, obligations and liabilities herein given to or imposed upon any party hereto shall extend to the permitted successors and assigns of such party.

(l) Counterparts. This Lease may be executed in one or more identical counterparts, and as so executed by all parties hereto shall constitute a single instrument for purposes of the effectiveness of this Lease.

(m) Trademarks and Trade Names. All trademarks, trade names, service marks, signs and all other marks of identification used by Tenant in its business shall at all times remain the exclusive property of Tenant, and Landlord shall have no right, interest in, or title to any of Tenant's trademarks, trade names, service marks, signs or other marks of identification.

(n) Confidentiality. The parties hereto, including, but not limited to, their heirs, successors, assigns and legal representatives, agree that this Lease shall not be recorded (except that a Memorandum of Lease may be recorded) and that all such parties hereby agree to use their best reasonable efforts to preserve the confidentiality of this transaction. This confidentiality agreement extends to any developers, bankers, lawyers, accountants, employees, agents, brokers or any other persons acting on behalf of the parties hereto. The parties hereto agree to use their best reasonable efforts to avoid discussing with, or disclosing to, any third parties (except those parties listed above and except for prospective acquirers of the interest of either party and their respective representatives and agents) any of the terms, conditions or particulars in connection with this transaction.

(o) Indemnities. Tenant hereby agrees to indemnify, defend and hold Landlord harmless from all claims, costs, liability, damage or expense, including attorneys' fees, for any death, damage or injury to persons or property occurring on the Premises and resulting from (i) any misrepresentation, breach of warranty or no fulfillment of any agreement on the part of Tenant contained in this Lease, (ii) any act, omission or condition for which Tenant is solely responsible, (iii) any work of construction, improvement or demolition controlled by or subject to the control of Tenant, or (iv) the negligence of Tenant, or its agents, employees or contractors. Landlord hereby agrees to indemnify, defend and hold Tenant harmless from any and all claims, costs, liability, damage or expense, including attorneys' fees, for any death, damage or injury to persons or property occurring in, on or around the Premises, or other buildings outside of the Premises and resulting from (i) any misrepresentation, breach of warranty or no fulfillment of any agreement on the part of Landlord contained in this Lease, (ii) any act, omission or condition for which Landlord is solely responsible, (iii) any work of construction, improvement or demolition controlled by or subject to the control of Landlord, or (iv) the negligence of Landlord, or its agents, employees or contractors.

(p) Restriction on Announcements; Confidentiality. Landlord agrees that it will make no public announcement regarding this Lease without the prior written consent of Tenant. The parties agree that they shall use their best efforts to keep confidential all terms and conditions of this Lease.

DATED the date first above written:

LANDLORD

MOUNTAIN STATES LEASING -

MISSOULA, L.L.C., a Montana limited  
Liability Company

By Wayne Raffhauser  
Its Mgr. Member

TENANT

Maureen and Mike Mansfield Center of  
The University Of Montana  
a State University

By Robert A. Durringer

Robert A. Durringer  
Vice President for Administration and Finance





# The University of Montana

Business Services - Procurement  
Lommasson Center Room 236  
Missoula, MT 59812  
Phone: (406) 243-2210  
Fax (406) 243-2529  
Email: vickie.voss@msc.umt.edu

## CONTRACT ADDENDUM

**Contract Date:** December 1, 2010 through November 30, 2011.  
**Contract Number:** Contract P0004263  
**Contract Name:** Office Space Lease

WHEREAS, The University of Montana and the Contractor, Mountain States Leasing Missoula, have mutually agreed to extend for a one (1) year period the contract identified above, and by their signatures affixed to this document do hereby affirm their agreement to the continuance of said contract without any amendment save this renewal agreement and with all pricing, terms, and conditions of the previous contract intact.

\*\*\*\*\*

Location: approx. 4,200 sq. ft., at 2675 Palmer St, Suite D, Missoula, MT 59808.  
Lease per month: \$4,812 to be paid quarterly in advance in the amount of \$14,436.  
Extension period: December 1, 2011 through November 30, 2012.

\*\*\*\*\*

This renewal is the second contract year of The University of Montana's option to renew at one-year intervals, not to exceed a total of five years.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties to this Agreement have executed this Addendum through their duly authorized representatives on the day and year written below, to be effective December 1, 2011 through November 30, 2012.

For: Mountain States Leasing Missoula, LLC  
By: Wayne Raffhausen  
(Authorized Signature)  
Name: Wayne Raffhausen  
(Print or type)  
Title: Mgr. Member  
(Print or type)  
Date: 10/10/11

For The University of Montana:  
By: Vickie Voss  
Name: Vickie Voss  
Title: Procurement Officer - 406-243-2210  
Date: 10/10/11

Note: Please sign this form then mail to The University of Montana, Business Services-Procurement or fax to 406-243-2529 or email. A copy will be mailed or faxed or emailed to you with all of the signatures required. Thank you.



The University of Montana

Business Services - Procurement  
Lommasson Center Room 236  
Missoula, MT 59812  
Phone: (406) 243-2210  
Fax (406) 243-2529  
Email: vickie.voss@mso.umt.edu

CONTRACT ADDENDUM

Contract Date: January 1, 2011 through December 31, 2011  
Contract Number: Contract P0003429  
Contract Name: Office Space Lease

WHEREAS, The University of Montana and the Contractor, Mountain States Leasing Missoula, have mutually agreed to extend for a one (1) year period the contract identified above, and by their signatures affixed to this document do hereby affirm their agreement to the continuance of said contract without any amendment save this renewal agreement and with all pricing, terms, and conditions of the previous contract intact.

\*\*\*\*\*

Location: approx. 4,200 sq. ft., at 2675 Palmer St, Suite E, Missoula, MT 59808.

Lease per month: \$4,812 to be paid quarterly in advance in the amount of \$14,436.

Extension period: January 1, 2012 through December 31, 2012.

17,436

\*\*\*\*\*

This renewal is the fourth contract year of The University of Montana's option to renew at one-year intervals; not to exceed a total of five years.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties to this Agreement have executed this Addendum through their duly authorized representatives on the day and year written below, to be effective January 1, 2012 through December 31, 2012.

For: Mountain States Leasing Missoula, LLC

For The University of Montana:

By: Wayne Raffhausen  
(Authorized Signature)

By: Vickie Voss

Name: Wayne Raffhausen  
(Print or Type)

Name: Vickie Voss

Title: Mng. Member  
(Print or Type)

Title: Procurement Officer - 406-243-2210

Date: 10/10/11

Date: 10/10/11

Note: Please sign this form then mail to The University of Montana, Business Services-Procurement or fax to 406-243-2529 or email. A copy will be mailed or faxed or e-mailed to you with all of the signatures required. Thank you.

**FIRST AMENDMENT TO LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment"), effective upon the date of execution shown below, is between MOUNTAIN STATES LEASING - MISSOULA, LLC, a Montana limited liability company, ("Landlord") and THE MAUREEN AND MIKE MANSFIELD CENTER OF THE UNIVERSITY OF MONTANA, a state university, of 32 Campus Drive, Missoula, Montana 59812 ("Tenant") (collectively the "Parties").

WHEREAS, the Parties entered into a Lease dated August 16, 2008 (the "Lease") for Suites D and E containing approximately 8,400 rentable square feet at 2675 Palmer Street, in the City of Missoula, Montana; and

WHEREAS, the Parties desire to extend the Lease term for Suites D and E to January 31, 2013 and to sign this Amendment as evidence of such extension.

**AGREEMENT**

NOW, THEREFORE, in consideration of Tenant's payment of \$15,487.50 (\$10,325 for 2 months for Suite D and \$5,162.50 for 1 month for Suite E) by December 1, 2012, the sufficiency of which is hereby acknowledged, the Parties agree that the Lease Term is extended to January 31, 2013 for Suites D and E.

**LANDLORD:**

**MOUNTAIN STATES LEASING - MISSOULA, L.L.C.**

a Montana limited liability company

By Wayne Paffhausen  
Wayne Paffhausen, Managing Member

Date: 11/20, 2012

**TENANT:**

**THE MAUREEN AND MIKE MANSFIELD CENTER OF THE UNIVERSITY OF MONTANA**

By Rosi C Keller  
Printed Name: Rosi C. Keller  
Its Assoc. V.P.

Date: 11/27, 2012