

STATE OF MONTANA STANDARD LEASE CONTRACT
(Lease Template last revised April 8, 2013)

This lease #6187 is made by and between the State of Montana, Office of the State Public Defender, 44 West Park Street, Butte, Montana, 59701, "Lessee" and Mountain West Farm Bureau Mutual Insurance Company, 502 South 19th Avenue, Suite 104, Bozeman, Montana, 59718, "Lessor".

1. PURPOSE OF LEASE

The Lessee has a need to lease space in Bozeman, Montana, for the purpose of the Bozeman Public Defenders Office. The Lessor has space available for lease in Bozeman, Montana, suitable for the stated purpose.

2. PREMISE DESCRIPTION

The space being leased (leased premise) is approximately 4,584 square feet in Suites 211 and 311 and 974 square feet in Suite 306, for a total leased area of 5,558 square feet and includes the right to use common areas within the leased premise. The leased premise is located at the Farm Bureau Building, 502 South 19th Ave, Suite 211, 311 and 306, Bozeman, Montana.

3. TERM OF LEASE

The lease term is effective November 1, 2014 through October 31, 2017, unless earlier terminated as provided in Sections 13, 18, 19, 21 or 22 of this lease.

4. CONSIDERATION

The annual amount of rent the Lessee shall pay to the Lessor is \$78,645.70, payable in equal monthly installments of \$6,553.81. This reflects a rate of approximately \$14.15 per square foot per year.

The Lessee shall make monthly lease payments to Platinum Property Management, 2149 Durston Rd, Suite 34, Bozeman, Montana, 59718, without the need for a separate invoice from the Lessor. The lease payments are due on the first business day of the month. Lessor may request payments be made by electronic funds transfer by submitting a completed Standard Form 1199A (Direct Deposit Sign-Up Form) to the Lessee. Such an election shall remain in force until cancelled by Lessor with 30 days' advance written notice to the Lessee.

5. RENEWAL OPTION.

All lease renewals are subject to prior approval by the Department of Administration as provided in Section 26.

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6. UTILITIES AND SERVICES

The Lessor shall provide all utilities, including water, gas, electricity, heat, grounds maintenance, building maintenance, garbage removal, sewer use charges and weed and pest control.

After occupancy, the Lessee shall be responsible for lost keys or re-keying if claim is caused by Lessee.

The Lessor shall provide janitorial services as listed in Attachment "A," at Lessor's expense.

The Lessee shall provide its own office equipment, telecommunications equipment and installation, and is responsible for all use charges related to the equipment/service.

7. PARKING SPACE

Lessor shall provide adequate parking spaces, including the requisite number of handicapped spaces in compliance with the Americans With Disabilities Act, as part of the leased premise at no additional charge or cost to the Lessee.

8. PARKING AREA AND SIDEWALK MAINTENANCE

Lessor shall keep the parking area and sidewalks in good repair and timely remove snow, ice, sand, gravel and debris from the parking area and sidewalks.

9. NOTICE PROTOCOL

Any notice or demand required or permitted to be given under this lease must be in writing. Written notice shall be deemed given when hand delivered, when mailed by first class mail, postage prepaid, to the addresses specified in this section, or by e-mail with confirmation of delivery.

The Lessor's address for purpose of receiving demand or notice is Mountain West Farm Bureau, C/O Platinum Property Management, 2149 Durston Rd, Suite 34, Bozeman, Montana, 59718.

The Lessor's representative for purposes under this lease is Sheena Kyllonen with Platinum Property Management, telephone (406) 577-1477 ext 803 or (406) 600-4510, e-mail address: sheena.kyllonen@gmail.com . *sheena.schiffel@gmail.com* ^{5/16}

The Lessee's address for the purpose of receiving demand or notice is the State of Montana, Office of the State Public Defender, 44 West Park Street, Butte, Montana, 59701.

The Lessee's representative for purposes under this lease is Harry Freebourn, telephone (406)

496-6084, e-mail address: hfreebourn@mt.gov.

If either party changes its address or contact person, it must notify the other party in writing at the address provided in this section.

10. QUIET ENJOYMENT

The Lessee has the right to quiet and peaceful enjoyment and utilization of the leased premise for the term of this lease upon paying rent as provided and upon Lessee's adherence to performance conditions set forth in this lease.

11. ACCESS FOR MAINTENANCE/INSPECTION

Upon prior notice, the Lessee shall permit the Lessor or its agent to enter into and upon the leased premise at all reasonable times to: (a) maintain or inspect the leased premise or (b) make repairs, alterations or additions to any portion of the leased premise, including, but not limited to, the installation and maintenance of scaffolding, canopies, fences, or props as may be needed.

12. MAINTENANCE OF LEASED PREMISE

Lessor shall, at its cost and expense, keep and maintain in good working order and repair during the term of this lease or any extension thereof, the following: (a) the exterior of the leased premise including the roof; (b) the foundation; (c) all landscaping including sprinkler systems if any; mowing of the grass, weed and tree/bush control; (d) the interior, including all fixtures in the building (except those owned by the Lessee); and (e) all plumbing, heating, ventilation, air conditioning, window treatments/blinds and electrical circuits. The Lessor, at its cost and expense, shall be responsible for the replacement of light bulbs, fluorescent tubes and other lighting elements and shall do so within seven working days after notification.

The Lessee shall notify the Lessor in writing immediately of any damage or need for repair. Lessor shall make or cause to be made the necessary repairs as soon as possible after receiving notice. The Lessee shall be financially responsible only in cases of damages resulting from the Lessee's negligence or that of its employees.

Should the Lessor fail to make or begin to make necessary repairs within 30 days of notification of damages by the Lessee to the Lessor, the Lessee may then make necessary repairs at the Lessor's expense at the lowest reasonable cost.

An itemized statement of repairs made by the Lessee under this section, including verification of labor and material, may be tendered in lieu of full or partial payment of rent due for the succeeding months until the cost of the work performed is fully credited against rent due under this lease.

13. CASUALTY OR FIRE DAMAGE

If the leased premise becomes 25% or more destroyed or made uninhabitable, or if the premise is condemned by a proper authority, this lease may be terminated, without incurring liability, by the Lessee.

If the leased premise is less than 25% destroyed or made uninhabitable, the rent shall be reduced by the proportion the premise has been rendered uninhabitable or declared unsafe.

If the leased premise is not restored, or cannot be restored, and returned to proper condition for use and occupancy within 30 days of the casualty, then either the Lessor or the Lessee may terminate this lease, without incurring liability, on 10 days' written notice to the other party.

Upon written notice of termination under this section, the Lessor shall refund any unearned rent paid by the Lessee, and the Lessee shall have no further obligation to the Lessor under this lease. Lessor shall continue to insure the premise until Lessee's personal property is removed from the premise. The Lessee shall have 30 days after termination of this lease to remove its property from the premise.

14. ALTERATIONS TO LEASED PREMISE

The Lessee shall not alter the leased premise without the Lessor's prior written consent.

Lessor shall provide, at its expense, window blinds, shades and treatments.

15. SIGNS

The Lessor shall provide and install on the exterior of the premise a mutually acceptable sign or signs to advertise the Lessee's presence in and on the premise at Lessee's expense.

16. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Lessor agrees to protect, defend, and save the Lessee, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Lessor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Lessor and/or its agents, employees, representatives, assigns and sublessors under this lease.

17. INSURANCE SPECIFICATIONS

a. Property

At its sole cost and expense, the Lessor shall keep the building and all other improvements on the premise insured throughout the term of the agreement against the following hazards:

- Loss or damage by fire and such other risks (not including earthquake damage) in an amount sufficient to permit such insurance to be written at all times on a replacement costs basis. This may be insured against by attachment of standard form extended coverage endorsement to fire insurance policies.
- Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premise.
- Loss or damage by explosion of steam boilers, pressure vessels, and oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or buildings on the premise.

b. General Liability

General Liability: the Lessor shall purchase Occurrence coverage with combined single limits of \$1 million per occurrence/\$2 million aggregate per year for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit. This insurance must be from an insurer licensed to do business in Montana or a domiciliary state and with a Bests rating of no less than A-. The Lessor must provide 30 days written notice to the Lessee of any material change in coverage including cancellation and the Lessee reserves the right to request copies of the Lessor's insurance coverage at any time. The State, its officers, officials, employees, and volunteers are to be covered as additional insureds for liability arising out of activities performed by or on behalf of the Lessor, including the insured's general supervision of the Lessor, products and completed operations and the premise owned, leased, occupied, or used.

The Lessor's insurance coverage shall be primary insurance as respects the Lessee, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Lessee, its officers, officials, employees, or volunteers shall be excess of the Lessor's insurance and shall not contribute with it.

18. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS

The Lessor shall comply with all applicable state and federal laws. This includes, but is not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, Section 504 of Rehabilitation Act of 1973 and 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules.

The Lessor shall comply with the Montana Occupational Safety and Health Act (MCA 50-71-111 et seq.) and all rules adopted thereunder. The Lessor further agrees to comply with the ordinances and laws of the City of Bozeman, and the State of Montana, affecting the use of the premise and to assume all legal responsibility for any charges or damages for non-observance.

The Lessor shall provide the Department of Administration, the Legislative Auditor or their authorized agents access to any records concerning this lease. A state agency may terminate a contract, without incurring liability, for the refusal of a nonstate entity to allow access to records as required in MCA 18-1-118.

The Lessor shall retain all records supporting the services rendered or goods delivered for a period of eight years after either the completion date of this lease or the conclusion of any claim, litigation or exception relating to this lease taken by the state of Montana or a third party.

The Lessor warrants that the space is ADA accessible and compliant.

19. ENVIRONMENTAL HAZARDS

The Lessor hereby represents and warrants that no leak, spill, release, discharge, emission or disposal of hazardous or toxic substances has occurred on the leased premise to date and that the soil and groundwater on or under the leased premise are free of toxic or hazardous substances as of the date that the term of this lease commences.

The Lessor represents and warrants that the leased premise shall be free of all asbestos containing materials, except undamaged vinyl asbestos floor tile in the premise or undamaged boiler or pipe insulation outside the leased premise. Radon levels in the leased premise shall not equal or exceed the Environmental Protection Agency (EPA) action level for homes or 4 Pico curies per liter (PCl/L).

If, at any time, the Lessee determines that the leased premise poses a significant environmental hazard to its employees, this lease may be terminated, without incurring liability, with a minimum of 10 days' written notice.

20. HOLDOVER TENANCY

If the Lessee holds the premise beyond the terms of this lease, in the absence of a written agreement to the contrary, it shall be deemed a month-to-month tenancy subject to all terms and conditions of this lease. This holdover tenancy may be terminated, without incurring liability, at any time by either the Lessor or the Lessee by means of a 30 days' written notice delivered prior to the beginning of the final month.

21. TERMINATION FOR LACK OF FUNDING

The Lessor acknowledges, understands, and agrees that the Lessee, as a state agency, is dependent upon state and federal appropriations for its funding. If state or federal government funds are not appropriated or otherwise made available to support continued performance of this lease in subsequent fiscal periods, the Lessee shall terminate this lease. The Lessee shall provide Lessor the date Lessee's termination shall take effect. The Lessee shall not be liable to the Lessor for any rental payment that would have been payable had the lease not been terminated under this provision. The Lessee shall be liable to the Lessor only for the rental payment, or prorated portion of that payment, owed to the Lessor under Section 4 up to the date the Lessee's termination takes effect. This is the Lessor's sole remedy. Lessee shall not be liable to the Lessor for any other payments or damages, including but not limited to general, special or consequential damages such as lost profits.

22. DEFAULT

If either party to this lease defaults in the performance of any term or condition of this lease, the other party may give the defaulting party notice of the default. The notice shall specify the action required to correct the default and a period of time, not less than 30 days, within which to correct the default. If the default is not corrected within the time specified in the notice, the party not in default may terminate this lease without further obligation under this lease, other than obligations incurred or accrued to the date of termination, and pursue the remedies available under Montana law.

At the expiration or termination of this lease or any extension of it, the Lessee will vacate and surrender the premise to the Lessor in as good condition and repair as when it took possession, reasonable wear and tear excepted. All property and fixtures placed in the premise by the Lessee or owned by the State of Montana may be removed by the Lessee within 30 days of termination.

23. SEVERABILITY

If any term or provision of this lease is held to be illegal, void or in conflict with any Montana law, the validity of the remaining terms and conditions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if this lease did not contain the particular term, condition, or provision held to be invalid.

24. VENUE AND INTERPRETATION

The Lessor and Lessee agree that this lease shall be governed and interpreted according to the laws of the State of Montana. If a lease dispute arises, the proper venue for the hearing of the case is the District Court of the First Judicial District of the State of Montana, in and for the County of Lewis and Clark.

25. SUCCESSORS

All rights and liabilities herein given to or imposed upon both parties shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

26. LEASE APPROVAL

This entire lease, in addition to any change, alteration, or renewal thereof, addendum, amendment, sublease or letter of understanding, is subject to prior approval by the Department of Administration.

27. ENTIRE LEASE/AMENDMENT

This lease, consisting of 10 pages, sections 1 through 29 and the attached Janitorial Specifications, contains the entire contract between the Lessor and the Lessee. Any agreement hereafter made shall not be effective to modify this lease unless it is in writing and signed by both parties and the Department of Administration.

28. SUBLEASE

Subject to prior approval by the Department of Administration as provided in section 26, Lessee shall have the right to sublet the premise to a sublessee, with the consent of the Lessor, which consent shall not be unreasonably withheld.

29. SMOKE FREE ENVIRONMENT

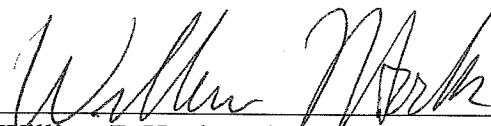
The Lessor shall make all parts of the leased premise smoke-free. "Smoke" means smoke from a lighted cigar, cigarette, or pipe or any other lighted tobacco product as defined in 50-40-103, MCA.

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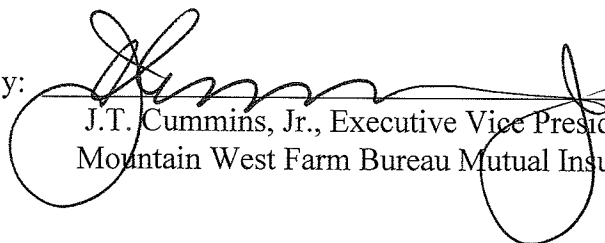
IN WITNESS HEREOF, all parties have entered into and executed this Lease on the dates stated below:

PARTIES TO THE LEASE


Lessee


By:  4/7/14
Date
William F. Hooks, Director
Office of the State Public Defender

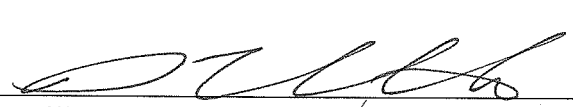
Lessor

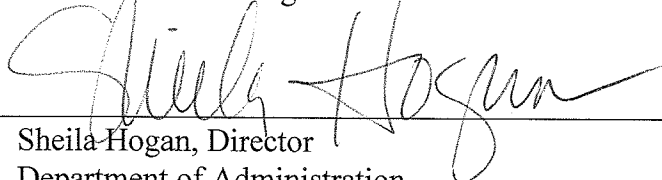
By:  4/21/14
Date
J.T. Cummins, Jr., Executive Vice President
Mountain West Farm Bureau Mutual Insurance Company

APPROVED BY:

By:  March 18, 2014
Date
Garrett M. Bacon, Leasing Officer
Department of Administration, General Services Division

By:  March 28, 2014
Date
Mike Manion, Chief Legal Counsel
Department of Administration

By:  4/7/14
Date
Dan Villa
OBPP Director/Designee

By:  4/14/14
Date
Sheila Hogan, Director
Department of Administration

ATTACHMENT "A"
JANITORIAL SPECIFICATIONS

All janitorial work, equipment and supplies necessary to accomplish the duties described will be furnished by the Lessor.

1. The janitorial supply list includes but is not limited to:
 - a. Hand towels and toilet tissue;
 - b. Restroom hand soap for dispensers;
 - c. Trash can liners; and
 - d. Entrance or walk-off mats.

2. Daily Requirements:
 - a. Floor sweeping and damp mopping all tiled areas.
 - b. Clean and sanitize plumbing fixtures, and toilet rooms (sinks, showers, toilets, mirrors, etc.)
 - c. Vacuum carpet, using industrial type vacuum cleaner with a power head in entrance area and hallways.
 - d. Remove all trash from building.
 - e. Cleaning supplies: re-stock toilet tissue, towels, soap, etc. in restrooms.

3. Weekly Requirements:
 - a. Vacuum all areas of carpeting.
 - b. Clean interior glass by each doorway.

4. Quarterly Requirements:
 - a. Complete dusting of all offices.

5. Semi-annual Requirements:
 - a. Glass Cleaning - all interior/external windows and window dressings (shades, curtains, blinds) in space leased by the Lessee (October and May).
 - b. Carpet Cleaning - all carpeted areas in space leased by the Lessee shall be cleaned using professional process carpet cleaning equipment.
 - c. Clean all light fixtures.

3rd AMENDMENT TO LEASE #6187
(Amendment Template last revised April 29, 2021)

This 3rd Amendment to Lease #6187 (“Lease”) for space in Bozeman, Montana is made by and between the State of Montana, Office of the State Public Defender, 44 West Park Street, Butte, Montana, 59701, “Lessee” and 502 S 19th LLC, 502 South 19th Avenue, Bozeman, Montana, 59718, “Lessor.”

The purposes of this Amendment are to (i) add 254 gross square feet by adding room 31; and (ii) modify the consideration paid accordingly.

The parties agree to amend the Lease as follows (new language underlined, old language interlined):

2. PREMISE DESCRIPTION

The space being leased (leased premise) is approximately 4,584 square feet in Suites 211 and 311, 254 square feet in Suite 301 and 974 square feet in Suite 306, for a total leased area of ~~5,558~~ 5,812 square feet and includes the right to use common areas within the leased premise. The leased premise is located at the Farm Bureau Building, 502 South 19th Ave, Suite 211, 301, 311 and 306, Bozeman, Montana.

4. CONSIDERATION

The annual amount of rent the Lessee shall pay to the Lessor is ~~\$78,645.70~~ \$82,239.80, payable in equal monthly installments of ~~\$6,553.84~~ \$6,853.32. This reflects a rate of approximately \$14.15 per square foot per year.

Except as expressly amended herein, all the terms and conditions of the Lease, including all prior amendments, remain in effect.

(the remainder of this page is left blank intentionally)

All parties have entered into and executed this Amendment on the dates stated below:

PARTIES TO THE LEASE

Lessor
By:  DocuSigned by:
Jeff Greenberg 10/18/2021
6E1C9B7687E74D6...
Jeff Greenberg, Managing Member Date
502 S 19th, LLC

Lessee
By:  DocuSigned by:
Rhonda Lindquist 10/8/2021
EE63A1C7A62946C...
Rhonda Lindquist, Executive Director Date
State of Montana, Office of the State Public Defender

APPROVED BY:

By:  DocuSigned by:
Scott McHugh 10/8/2021
DE2F2B08CD084D9...
Garett M. Bacon Date
Leasing Officer, Department of Administration, General Services Division

By:  DocuSigned by:
Mike Manion 10/8/2021
8E2DE9861B4E4EF...
Mike Manion Date
Department of Administration Chief Legal Counsel

By:  DocuSigned by:
Christine Hultin 10/8/2021
EDG7664C9FDA4CB...
Office of Budget and Program Planning Date

By:  DocuSigned by:
Misty Ann Giles 10/18/2021
4EE6E5CA5FE0409...
Misty Ann Giles, Director Date
Department of Administration

2nd AMENDMENT TO LEASE #6187
(Amendment Template last revised April 29, 2021)

This 2nd Amendment to Lease #6187 (“Lease”) for space in Bozeman, Montana is made by and between the State of Montana, Office of the State Public Defender, 44 West Park Street, Butte, Montana, 59701, “Lessee” and ~~Mountain West Farm Bureau Mutual Insurance Company, 502 S 19th LLC, 502 South 19th Avenue, Bozeman, Montana, 59718, “Lessor.”~~

The purposes of this Amendment are to (i) document a transfer of ownership, effective August 1, 2021, as reflected above and (ii) amend the Lessee’s address and representative information.

The parties agree to amend the Lease as follows (new language underlined, old language interlined):

9. NOTICE PROTOCOL

Any notice or demand required or permitted to be given under this lease must be in writing. Written notice shall be deemed given when hand delivered, when mailed by first class mail, postage prepaid, to the addresses specified in this section, or by e-mail with confirmation of delivery.

The Lessor's address for purpose of receiving demand or notice is ~~Mountain West Farm Bureau, C/O Platinum Property Management, 2149 Durston Rd, Suite 34, Bozeman, Montana, 59718. Northstar Properties, LLC, PO Box 4816, Bozeman, MT, 59772.~~

The Lessor's representative for purposes under this lease is ~~Sheena Kyllonen with Platinum Property Management, telephone (406) 577-1477 ext 803 or (406) 600-4510, e-mail address: sheena.kyllonen@gmail.com~~ Michael Pacheco, telephone:406-545-3333, email: michael@northstarpropertiesmt.com.

The Lessee's address for the purpose of receiving demand or notice is the State of Montana, Office of the State Public Defender, 44 West Park Street, Butte, Montana, 59701.

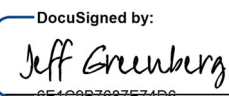
The Lessee's representative for purposes under this lease is ~~Harry Freebourn~~ Tyna Wright, telephone (406) 496-6084 6091, e-mail address: hfreebourn@mt.gov tyna.wright@mt.gov.

Except as expressly amended herein, all the terms and conditions of the Lease, including all prior amendments, remain in effect.

(the remainder of this page is left blank intentionally)

All parties have entered into and executed this Amendment on the dates stated below:

PARTIES TO THE LEASE

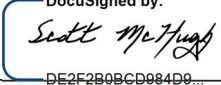
Lessor
By:  DocuSigned by:
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Jeff Greenberg, Managing Member Date
502 S 19th, LLC

Lessee
By:  DocuSigned by:
EE63A1C7A62946C... 8/27/2021

Rhonda Lindquist, Executive Director Date
State of Montana, Office of the State Public Defender

APPROVED BY:

By:  DocuSigned by:
DE2F2B0BCD984D9... 8/20/2021

Garrett M. Bacon Date
Leasing Officer, Department of Administration, General Services Division

By:  DocuSigned by:
8E2DE9801B4E4EF... 8/20/2021

Mike Manion Date
Department of Administration Chief Legal Counsel

By:  DocuSigned by:
EDC7654C9FDA4CB... 8/27/2021

Office of Budget and Program Planning Date

By:  DocuSigned by:
4EE6E5CA5FE0409... 9/3/2021

Misty Ann Giles, Director Date
Department of Administration

1st AMENDMENT TO LEASE #6187
(Amendment Template last revised January 23, 2017)

This 1st Amendment to Lease #6187 (“Lease”) for space in Bozeman, Montana is made by and between the State of Montana, Office of the State Public Defender, 44 West Park Street, Butte, Montana, 59701, “Lessee” and Mountain West Farm Bureau Mutual Insurance Company, 502 South 19th Avenue, Suite 104, Bozeman, Montana, 59718, “Lessor.”

The purpose of this Amendment is to extend the lease through October 31, 2022 at the current rate of \$14.15 per gross square foot per year.

The parties agree to amend the Lease as follows (new language underlined, old language interlined):

3. TERM OF LEASE

The lease term is effective November 1, 2014 through October 31, 2022 ~~2017~~, unless earlier terminated as provided in Sections 13, 18, 19, 21 or 22 of this lease.

Except as expressly amended herein, all of the terms, covenants and conditions of the Lease, including all prior amendments, remain in effect.

IN WITNESS HEREOF, all parties have entered into and executed this Amendment on the dates stated below:

PARTIES TO THE LEASE

Lessee

By: H. J. Freebourn, Interim Director 9/21/17
Office of the State Public Defender Date

Lessor

By: John Youngberg 10/20/17
John Youngberg, Executive Vice President Date
Mountain West Farm Bureau Mutual Insurance Company

APPROVED BY:

By: Garett M. Bacon 9-12-17
Garett M. Bacon Date
Leasing Officer, Department of Administration, General Services Division

By: Mike Manion Sept 13, 2017
Mike Manion Date
Department of Administration Chief Legal Counsel

By: Dan Villa 10/2/17
Dan Villa Date
OBPP Director/Designee

By: John Lewis 10.11.17
John Lewis, Director Date
Department of Administration

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9. NOTICE PROTOCOL

Any notice or demand required or permitted to be given under this lease must be in writing. Written notice shall be deemed given when hand delivered, when mailed by first class mail, postage prepaid, to the addresses specified in this section, or by e-mail with confirmation of delivery.

The Lessor's address for purpose of receiving demand or notice is Mountain West Farm Bureau, C/O Platinum Property Management, 2149 Durston Rd, Suite 34, Bozeman, Montana, 59718.

The Lessor's representative for purposes under this lease is Sheena Kyllonen with Platinum Property Management, telephone (406) 577-1477 ext 803 or (406) 600-4510, e-mail address: sheena.kyllonen@gmail.com . *sheena.schiffel@gmail.com* ^{5/16}

The Lessee's address for the purpose of receiving demand or notice is the State of Montana, Office of the State Public Defender, 44 West Park Street, Butte, Montana, 59701.

The Lessee's representative for purposes under this lease is Harry Freebourn, telephone (406)

496-6084, e-mail address: hfreebourn@mt.gov.

If either party changes its address or contact person, it must notify the other party in writing at the address provided in this section.

10. QUIET ENJOYMENT

The Lessee has the right to quiet and peaceful enjoyment and utilization of the leased premise for the term of this lease upon paying rent as provided and upon Lessee's adherence to performance conditions set forth in this lease.

11. ACCESS FOR MAINTENANCE/INSPECTION

Upon prior notice, the Lessee shall permit the Lessor or its agent to enter into and upon the leased premise at all reasonable times to: (a) maintain or inspect the leased premise or (b) make repairs, alterations or additions to any portion of the leased premise, including, but not limited to, the installation and maintenance of scaffolding, canopies, fences, or props as may be needed.

12. MAINTENANCE OF LEASED PREMISE

Lessor shall, at its cost and expense, keep and maintain in good working order and repair during the term of this lease or any extension thereof, the following: (a) the exterior of the leased premise including the roof; (b) the foundation; (c) all landscaping including sprinkler systems if any; mowing of the grass, weed and tree/bush control; (d) the interior, including all fixtures in the building (except those owned by the Lessee); and (e) all plumbing, heating, ventilation, air conditioning, window treatments/blinds and electrical circuits. The Lessor, at its cost and expense, shall be responsible for the replacement of light bulbs, fluorescent tubes and other lighting elements and shall do so within seven working days after notification.

The Lessee shall notify the Lessor in writing immediately of any damage or need for repair. Lessor shall make or cause to be made the necessary repairs as soon as possible after receiving notice. The Lessee shall be financially responsible only in cases of damages resulting from the Lessee's negligence or that of its employees.

Should the Lessor fail to make or begin to make necessary repairs within 30 days of notification of damages by the Lessee to the Lessor, the Lessee may then make necessary repairs at the Lessor's expense at the lowest reasonable cost.

An itemized statement of repairs made by the Lessee under this section, including verification of labor and material, may be tendered in lieu of full or partial payment of rent due for the succeeding months until the cost of the work performed is fully credited against rent due under this lease.

13. CASUALTY OR FIRE DAMAGE

If the leased premise becomes 25% or more destroyed or made uninhabitable, or if the premise is condemned by a proper authority, this lease may be terminated, without incurring liability, by the Lessee.

If the leased premise is less than 25% destroyed or made uninhabitable, the rent shall be reduced by the proportion the premise has been rendered uninhabitable or declared unsafe.

If the leased premise is not restored, or cannot be restored, and returned to proper condition for use and occupancy within 30 days of the casualty, then either the Lessor or the Lessee may terminate this lease, without incurring liability, on 10 days' written notice to the other party.

Upon written notice of termination under this section, the Lessor shall refund any unearned rent paid by the Lessee, and the Lessee shall have no further obligation to the Lessor under this lease. Lessor shall continue to insure the premise until Lessee's personal property is removed from the premise. The Lessee shall have 30 days after termination of this lease to remove its property from the premise.

14. ALTERATIONS TO LEASED PREMISE

The Lessee shall not alter the leased premise without the Lessor's prior written consent.

Lessor shall provide, at its expense, window blinds, shades and treatments.

15. SIGNS

The Lessor shall provide and install on the exterior of the premise a mutually acceptable sign or signs to advertise the Lessee's presence in and on the premise at Lessee's expense.

16. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Lessor agrees to protect, defend, and save the Lessee, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Lessor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Lessor and/or its agents, employees, representatives, assigns and sublessors under this lease.

17. INSURANCE SPECIFICATIONS

a. Property

At its sole cost and expense, the Lessor shall keep the building and all other improvements on the premise insured throughout the term of the agreement against the following hazards:

- Loss or damage by fire and such other risks (not including earthquake damage) in an amount sufficient to permit such insurance to be written at all times on a replacement costs basis. This may be insured against by attachment of standard form extended coverage endorsement to fire insurance policies.
- Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premise.
- Loss or damage by explosion of steam boilers, pressure vessels, and oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or buildings on the premise.

b. General Liability

General Liability: the Lessor shall purchase Occurrence coverage with combined single limits of \$1 million per occurrence/\$2 million aggregate per year for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit. This insurance must be from an insurer licensed to do business in Montana or a domiciliary state and with a Bests rating of no less than A-. The Lessor must provide 30 days written notice to the Lessee of any material change in coverage including cancellation and the Lessee reserves the right to request copies of the Lessor's insurance coverage at any time. The State, its officers, officials, employees, and volunteers are to be covered as additional insureds for liability arising out of activities performed by or on behalf of the Lessor, including the insured's general supervision of the Lessor, products and completed operations and the premise owned, leased, occupied, or used.

The Lessor's insurance coverage shall be primary insurance as respects the Lessee, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Lessee, its officers, officials, employees, or volunteers shall be excess of the Lessor's insurance and shall not contribute with it.

18. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS

The Lessor shall comply with all applicable state and federal laws. This includes, but is not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, Section 504 of Rehabilitation Act of 1973 and 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules.

The Lessor shall comply with the Montana Occupational Safety and Health Act (MCA 50-71-111 et seq.) and all rules adopted thereunder. The Lessor further agrees to comply with the ordinances and laws of the City of Bozeman, and the State of Montana, affecting the use of the premise and to assume all legal responsibility for any charges or damages for non-observance.

The Lessor shall provide the Department of Administration, the Legislative Auditor or their authorized agents access to any records concerning this lease. A state agency may terminate a contract, without incurring liability, for the refusal of a nonstate entity to allow access to records as required in MCA 18-1-118.

The Lessor shall retain all records supporting the services rendered or goods delivered for a period of eight years after either the completion date of this lease or the conclusion of any claim, litigation or exception relating to this lease taken by the state of Montana or a third party.

The Lessor warrants that the space is ADA accessible and compliant.

19. ENVIRONMENTAL HAZARDS

The Lessor hereby represents and warrants that no leak, spill, release, discharge, emission or disposal of hazardous or toxic substances has occurred on the leased premise to date and that the soil and groundwater on or under the leased premise are free of toxic or hazardous substances as of the date that the term of this lease commences.

The Lessor represents and warrants that the leased premise shall be free of all asbestos containing materials, except undamaged vinyl asbestos floor tile in the premise or undamaged boiler or pipe insulation outside the leased premise. Radon levels in the leased premise shall not equal or exceed the Environmental Protection Agency (EPA) action level for homes or 4 Pico curies per liter (PCl/L).

If, at any time, the Lessee determines that the leased premise poses a significant environmental hazard to its employees, this lease may be terminated, without incurring liability, with a minimum of 10 days' written notice.

20. HOLDOVER TENANCY

If the Lessee holds the premise beyond the terms of this lease, in the absence of a written agreement to the contrary, it shall be deemed a month-to-month tenancy subject to all terms and conditions of this lease. This holdover tenancy may be terminated, without incurring liability, at any time by either the Lessor or the Lessee by means of a 30 days' written notice delivered prior to the beginning of the final month.

21. TERMINATION FOR LACK OF FUNDING

The Lessor acknowledges, understands, and agrees that the Lessee, as a state agency, is dependent upon state and federal appropriations for its funding. If state or federal government funds are not appropriated or otherwise made available to support continued performance of this lease in subsequent fiscal periods, the Lessee shall terminate this lease. The Lessee shall provide Lessor the date Lessee's termination shall take effect. The Lessee shall not be liable to the Lessor for any rental payment that would have been payable had the lease not been terminated under this provision. The Lessee shall be liable to the Lessor only for the rental payment, or prorated portion of that payment, owed to the Lessor under Section 4 up to the date the Lessee's termination takes effect. This is the Lessor's sole remedy. Lessee shall not be liable to the Lessor for any other payments or damages, including but not limited to general, special or consequential damages such as lost profits.

22. DEFAULT

If either party to this lease defaults in the performance of any term or condition of this lease, the other party may give the defaulting party notice of the default. The notice shall specify the action required to correct the default and a period of time, not less than 30 days, within which to correct the default. If the default is not corrected within the time specified in the notice, the party not in default may terminate this lease without further obligation under this lease, other than obligations incurred or accrued to the date of termination, and pursue the remedies available under Montana law.

At the expiration or termination of this lease or any extension of it, the Lessee will vacate and surrender the premise to the Lessor in as good condition and repair as when it took possession, reasonable wear and tear excepted. All property and fixtures placed in the premise by the Lessee or owned by the State of Montana may be removed by the Lessee within 30 days of termination.

23. SEVERABILITY

If any term or provision of this lease is held to be illegal, void or in conflict with any Montana law, the validity of the remaining terms and conditions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if this lease did not contain the particular term, condition, or provision held to be invalid.

24. VENUE AND INTERPRETATION

The Lessor and Lessee agree that this lease shall be governed and interpreted according to the laws of the State of Montana. If a lease dispute arises, the proper venue for the hearing of the case is the District Court of the First Judicial District of the State of Montana, in and for the County of Lewis and Clark.

25. SUCCESSORS

All rights and liabilities herein given to or imposed upon both parties shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

26. LEASE APPROVAL

This entire lease, in addition to any change, alteration, or renewal thereof, addendum, amendment, sublease or letter of understanding, is subject to prior approval by the Department of Administration.

27. ENTIRE LEASE/AMENDMENT

This lease, consisting of 10 pages, sections 1 through 29 and the attached Janitorial Specifications, contains the entire contract between the Lessor and the Lessee. Any agreement hereafter made shall not be effective to modify this lease unless it is in writing and signed by both parties and the Department of Administration.

28. SUBLEASE

Subject to prior approval by the Department of Administration as provided in section 26, Lessee shall have the right to sublet the premise to a sublessee, with the consent of the Lessor, which consent shall not be unreasonably withheld.

29. SMOKE FREE ENVIRONMENT

The Lessor shall make all parts of the leased premise smoke-free. "Smoke" means smoke from a lighted cigar, cigarette, or pipe or any other lighted tobacco product as defined in 50-40-103, MCA.

(The remainder of this page is left blank intentionally)

IN WITNESS HEREOF, all parties have entered into and executed this Lease on the dates stated below:

PARTIES TO THE LEASE

Lessee

By: William F. Hooks 4/7/14
William F. Hooks, Director Date
Office of the State Public Defender

Lessor

By: J.T. Cummins, Jr. 4/21/14
J.T. Cummins, Jr., Executive Vice President Date
Mountain West Farm Bureau Mutual Insurance Company

APPROVED BY:

By: Garett M. Bacon March 18, 2014
Garett M. Bacon, Leasing Officer Date
Department of Administration, General Services Division

By: Mike Manion March 28, 2014
Mike Manion, Chief Legal Counsel Date
Department of Administration

By: Dan Villa 4/7/14
Dan Villa Date
OBPP Director/Designee

By: Sheila Hogan 4/14/14
Sheila Hogan, Director Date
Department of Administration

ATTACHMENT "A"
JANITORIAL SPECIFICATIONS

All janitorial work, equipment and supplies necessary to accomplish the duties described will be furnished by the Lessor.

1. The janitorial supply list includes but is not limited to:
 - a. Hand towels and toilet tissue;
 - b. Restroom hand soap for dispensers;
 - c. Trash can liners; and
 - d. Entrance or walk-off mats.

2. Daily Requirements:
 - a. Floor sweeping and damp mopping all tiled areas.
 - b. Clean and sanitize plumbing fixtures, and toilet rooms (sinks, showers, toilets, mirrors, etc.)
 - c. Vacuum carpet, using industrial type vacuum cleaner with a power head in entrance area and hallways.
 - d. Remove all trash from building.
 - e. Cleaning supplies: re-stock toilet tissue, towels, soap, etc. in restrooms.

3. Weekly Requirements:
 - a. Vacuum all areas of carpeting.
 - b. Clean interior glass by each doorway.

4. Quarterly Requirements:
 - a. Complete dusting of all offices.

5. Semi-annual Requirements:
 - a. Glass Cleaning - all interior/external windows and window dressings (shades, curtains, blinds) in space leased by the Lessee (October and May).
 - b. Carpet Cleaning - all carpeted areas in space leased by the Lessee shall be cleaned using professional process carpet cleaning equipment.
 - c. Clean all light fixtures.

STATE OF MONTANA STANDARD LEASE CONTRACT
(Lease Template last revised September 19, 2018)

This lease #6304 is made by and between the State of Montana, Office of the State Public Defender, 44 West Park, Butte, Montana, 59701, "Lessee," Genesis Partners, LLC 895 Technology Blvd, Suite 101, Bozeman, Montana, 59718, "Lessor."

1. PURPOSE OF LEASE

The Lessee has a need to lease space in Bozeman, Montana, for the purpose of office space. The Lessor has space available for lease in Bozeman, Montana, suitable for the stated purpose.

2. PREMISE DESCRIPTION

The space being leased (gross leased premise) is approximately 2,550 gross square feet. The leased premise is located at 212 Discovery Blvd, Bozeman, Montana.

3. TERM OF LEASE

The lease term is five years, December 1, 2019 through November 30, 2024, unless earlier terminated as provided in Sections 13, 18, 19, 21 or 22 of this lease.

4. CONSIDERATION

The annual amount of rent the Lessee shall pay to the Lessor the first year is \$70,125.00 payable in equal monthly installments of \$5,843.75 (Base Rent). This reflects a rate of approximately \$27.50 per gross square foot per year.

Except if (i) the Lessor and Lessee otherwise agree in writing to a different increase or no increase in the Base Rent or (ii) Montana law prohibits an increase in the Base Rent—which prohibition Lessor agrees to be bound by and shall govern over any increase in this lease—this Base Rent rate will increase by (1.5%) on each December

1st, beginning December 1, 2020.

See rent schedule below:

	Term	Annual Rent	Monthly Rent
Year 1	12/1/2019-11/30/2020	\$70,125.00	\$5,843.75
Year 2	12/1/2020-11/30/2021	\$71,176.88	\$5,931.41
Year 3	12/1/2021-11/30/2022	\$72,244.53	\$6,020.38
Year 4	12/1/2022-11/30/2023	\$73,328.20	\$6,110.68
Year 5	12/1/2023-11/30/2024	\$74,428.12	\$6,202.34

The Lessee shall make monthly lease payments without the need for a separate invoice from the Lessor. The lease payments are due on the first business day of the month. Lessor may request payments be made by electronic funds transfer by submitting a completed Standard Form 1199A (Direct Deposit Sign-Up Form) to the Lessee. Such an election shall remain in force until cancelled by Lessor with 30 days' advance written notice to the Lessee.

5. RENEWAL OPTION

All lease renewals are subject to prior approval by the Department of Administration as provided in Section 26.

6. UTILITIES AND SERVICES

The Lessor shall provide all utilities, including water, gas, electricity, heat, grounds maintenance, building maintenance, garbage removal, sewer use charges and weed and pest control.

The Lessor shall re-key all access doors and provide adequate keys for the space at Lessor's expense prior to occupancy. After occupancy, the Lessee is responsible for lost keys or re-keying if caused by Lessee.

The Lessor shall provide janitorial services as listed in Attachment "A," at Lessor's expense.

The Lessee shall provide its own office equipment, telecommunications equipment and installation, and is responsible for all use charges related to the equipment/service.

7. PARKING SPACE

Lessor shall provide twelve designated parking spaces, including the requisite number of handicapped spaces in compliance with the Americans With Disabilities Act, as part of the leased premise at no additional charge or cost to the Lessee.

8. PARKING AREA AND SIDEWALK MAINTENANCE

Lessor shall keep the parking area and sidewalks in good repair and timely remove snow, ice, sand, gravel and debris from the parking area and sidewalks.

9. NOTICE PROTOCOL

Any notice or demand required or permitted to be given under this lease must be in writing. Written notice shall be deemed given when hand delivered, when mailed by first class mail, postage prepaid, to the addresses specified in this section, or by e-mail with confirmation of delivery.

The Lessor's address for purpose of receiving demand or notice is Genesis Partners, LLC 895 Technology Blvd, Suite 101, Bozeman, Montana, 59718, "Lessor."

The Lessor's representative for purposes under this lease is Clair Daines, Managing Partner, telephone (406) 223-9000, e-mail address: CWDaines@aol.com .

The Lessee's address for the purpose of receiving demand or notice is the State of Montana, Office of the State Public Defender, 44 West Park, Butte, Montana, 59701.

The Lessee's representative for purposes under this lease is Carleen Green, telephone (406) 496-6085, E mail address cgreen@mt.gov .

If either party changes its address or contact person, it must notify the other party in writing at the address provided in this section.

10. QUIET ENJOYMENT

The Lessee has the right to quiet and peaceful enjoyment and utilization of the leased premise for the term of this lease upon paying rent as provided and upon Lessee's adherence to performance conditions set forth in this lease.

11. ACCESS FOR MAINTENANCE/INSPECTION

Upon prior notice, the Lessee shall permit the Lessor or its agent to enter into and upon the leased premise at all reasonable times to: (a) maintain or inspect the leased premise or (b) make repairs, alterations or additions to any portion of the leased premise, including, but not limited to, the installation and maintenance of scaffolding, canopies, fences, or props as may be needed.

12. MAINTENANCE OF LEASED PREMISE

Lessor shall, at its cost and expense, keep and maintain in good working order and repair during the term of this lease or any extension thereof, the following: (a) the exterior of the leased premise including the roof; (b) the foundation; (c) all landscaping including sprinkler systems if any; mowing of the grass, weed and tree/bush control; (d) the interior, including all fixtures in the building (except those owned by the Lessee); and (e) all plumbing, heating, ventilation, air conditioning, window treatments/blinds and electrical circuits. The Lessor, at its cost and expense, shall be responsible for the replacement of light bulbs, fluorescent tubes and other lighting elements and shall do so within seven working days after notification.

The Lessee shall notify the Lessor in writing immediately of any damage or need for repair. Lessor shall make or cause to be made the necessary repairs as soon as possible after receiving notice. The Lessee shall be financially responsible only in cases of damages resulting from the Lessee's negligence or that of its employees.

Should the Lessor fail to make or begin to make necessary repairs within 30 days of notification of damages by the Lessee to the Lessor, the Lessee may then make necessary repairs at the Lessor's expense at the lowest reasonable cost.

An itemized statement of repairs made by the Lessee under this section, including verification of labor and

material, may be tendered in lieu of full or partial payment of rent due for the succeeding months until the cost of the work performed is fully credited against rent due under this lease.

13. CASUALTY OR FIRE DAMAGE

If the leased premise becomes 25% or more destroyed or made uninhabitable, or if the premise is condemned by a proper authority, this lease may be terminated, without incurring liability, by the Lessee.

If the leased premise is less than 25% destroyed or made uninhabitable, the rent shall be reduced by the proportion the premise has been rendered uninhabitable or declared unsafe.

If the leased premise is not restored, or cannot be restored, and returned to proper condition for use and occupancy within 15 days of the casualty, then either the Lessor or the Lessee may terminate this lease, without incurring liability, on 10 days' written notice to the other party.

Upon written notice of termination under this section, the Lessor shall refund any unearned rent paid by the Lessee, and the Lessee shall have no further obligation to the Lessor under this lease. Lessor shall continue to insure the premise until Lessee's personal property is removed from the premise. The Lessee shall have 30 days after termination of this lease to remove its property from the premise.

14. ALTERATIONS TO LEASED PREMISE

Lessor shall build a reception desk/counter and make changes to the premise per Exhibit B (attached) at Lessor's expense.

The Lessee shall not alter the leased premise without the Lessor's prior written consent.

Lessor shall provide, at its expense, window blinds, shades and treatments.

15. SIGNS

The Lessor shall provide and install on the exterior of the leased premise a mutually acceptable sign or signs to advertise the Lessee's presence in and on the leased premise at Lessee's expense.

16. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Lessor agrees to protect, defend, and save the Lessee, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Lessor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Lessor and/or its agents, employees, representatives, assigns and sublessors under this lease.

17. INSURANCE SPECIFICATIONS

a. Property

At its sole cost and expense, the Lessor shall keep the building and all other improvements on the premise insured throughout the term of the agreement against the following hazards:

- ⌚ Loss or damage by fire and such other risks (not including earthquake damage) in an amount sufficient to permit such insurance to be written at all times on a replacement costs basis. This may be insured against by attachment of standard form extended coverage endorsement to fire insurance policies.
- ⌚ Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premise.
- ⌚ Loss or damage by explosion of steam boilers, pressure vessels, and oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or buildings on the premise.

b. General Liability

General Liability: the Lessor shall purchase Occurrence coverage with combined single limits of \$1 million per occurrence/\$2 million aggregate per year for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit. This insurance must be from an insurer licensed to do business in Montana or a domiciliary state and with a Best's rating of no less than A-. The Lessor must provide 30 days written notice to the Lessee of any material change in coverage including cancellation and the Lessee reserves the right to request copies of the Lessor's insurance coverage at any time. The State, its officers, officials, employees, and volunteers are to be covered as additional insureds for liability arising out of activities performed by or on behalf of the Lessor, including the insured's general supervision of the Lessor, products and completed operations; and the premise owned, leased, occupied, or used.

The Lessor's insurance coverage shall be primary insurance as respects the Lessee, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Lessee, its officers, officials, employees, or volunteers shall be excess of the Lessor's insurance and shall not contribute with it.

18. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS

The Lessor shall comply with all applicable state and federal laws. This includes, but is not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, Section 504 of Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act, [P.L. 111-48, 124 Stat. 119], if applicable, and 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, Lessor agrees that (i) the hiring of persons, if any, to perform this Lease will be made on the basis of merit and qualifications and (ii) there will be no discrimination based on

race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this lease.

The Lessor shall comply with the Montana Occupational Safety and Health Act (MCA 50-71-111 et seq.) and all rules adopted thereunder. The Lessor further agrees to comply with the ordinances and laws of the City of Bozeman, and the State of Montana, affecting the use of the premise and to assume all legal responsibility for any charges or damages for non-observance.

The Lessor shall provide the Department of Administration, the Legislative Auditor or their authorized agents access to any records concerning this lease. A state agency may terminate a contract, without incurring liability, for the refusal of a nonstate entity to allow access to records as required in MCA 18-1-118.

The Lessor shall retain all records supporting the services rendered or goods delivered for a period of eight years after either the completion date of this lease or the conclusion of any claim, litigation or exception relating to this lease taken by the state of Montana or a third party.

The Lessor warrants that the space is ADA accessible and compliant.

19. ENVIRONMENTAL HAZARDS

The Lessor hereby represents and warrants that no leak, spill, release, discharge, emission or disposal of hazardous or toxic substances has occurred on the leased premise to date and that the soil and groundwater on or under the leased premise are free of toxic or hazardous substances as of the date that the term of this lease commences.

The Lessor represents and warrants that the leased premise shall be free of all asbestos containing materials, except undamaged vinyl asbestos floor tile in the premise or undamaged boiler or pipe insulation outside the leased premise. Radon levels in the leased premise shall not equal or exceed the Environmental Protection Agency (EPA) action level for homes or 4 Pico curies per liter (PCI/L).

If, at any time, the Lessee determines that the leased premise poses a significant environmental hazard to its employees, this lease may be terminated, without incurring liability, with a minimum of 10 days' written notice.

20. HOLDOVER TENANCY

If the Lessee holds the premise beyond the terms of this lease, in the absence of a written agreement to the contrary, it shall be deemed a month-to-month tenancy subject to all terms and conditions of this lease. This holdover tenancy may be terminated, without incurring liability, at any time by either the Lessor or the Lessee by means of a 30 days' written notice delivered prior to the beginning of the final month.

21. TERMINATION FOR LACK OF FUNDING

The Lessor acknowledges, understands, and agrees that the Lessee, as a state agency, is dependent upon state

and federal appropriations for its funding. If state or federal government funds are not appropriated or otherwise made available to support continued performance of this lease in subsequent fiscal periods, the Lessee shall terminate this lease. The Lessee shall provide Lessor the date Lessee's termination shall take effect. The Lessee shall not be liable to the Lessor for any rental payment that would have been payable had the lease not been terminated under this provision. The Lessee shall be liable to the Lessor only for the rental payment, or prorated portion of that payment, owed to the Lessor under Section 4 up to the date the Lessee's termination takes effect. This is the Lessor's sole remedy. Lessee shall not be liable to the Lessor for any other payments or damages, including but not limited to general, special or consequential damages such as lost profits.

22. DEFAULT

If either party to this lease defaults in the performance of any term or condition of this lease, the other party may give the defaulting party notice of the default. The notice shall specify the action required to correct the default and a period of time, not less than 30 days, within which to correct the default. If the default is not corrected within the time specified in the notice, the party not in default may terminate this lease without further obligation under this lease, other than obligations incurred or accrued to the date of termination and pursue the remedies available under Montana law.

At the expiration or termination of this lease or any extension of it, the Lessee will vacate and surrender the premise to the Lessor in as good condition and repair as when it took possession, reasonable wear and tear excepted. All property and fixtures placed in the premise by the Lessee or owned by the State of Montana may be removed by the Lessee within 30 days of termination.

23. SEVERABILITY

If any term or provision of this lease is held to be illegal, void or in conflict with any Montana law, the validity of the remaining terms and conditions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if this lease did not contain the particular term, condition, or provision held to be invalid.

24. VENUE AND INTERPRETATION

The Lessor and Lessee agree that this lease shall be governed and interpreted according to the laws of the State of Montana. If a lease dispute arises, the proper venue for the hearing of the case is the District Court of the First Judicial District of the State of Montana, in and for the County of Lewis and Clark.

25. SUCCESSORS

All rights and liabilities herein given to or imposed upon both parties shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

26. LEASE APPROVAL

This entire lease, in addition to any change, alteration, or renewal thereof, addendum, amendment, sublease or letter of understanding, is subject to prior approval by the Department of Administration.

27. ENTIRE LEASE/AMENDMENT

This lease, consisting of 11 pages, sections 1 through 29, the attached Janitorial Specifications and Attachment "B", Landlord Improvements, contains the entire contract between the Lessor and the Lessee. Any agreement hereafter made shall not be effective to modify this lease unless it is in writing and signed by both parties and the Department of Administration.

28. SUBLEASE

Subject to prior approval by the Department of Administration as provided in section 26, Lessee shall have the right to sublet the premise to a sublessee, with the consent of the Lessor, which consent shall not be unreasonably withheld.

29. SMOKE FREE ENVIRONMENT

The Lessor shall make all parts of the leased premise smoke-free. "Smoke" means smoke from a lighted cigar, pipe, cigarette, any kind or variety of e-cigarette or vapor cigarette, or any other smokable product. Refer to Montana Clean Indoor Air Act, 50-40-101, et seq., MCA.

(The remainder of this page is left blank intentionally)

IN WITNESS HEREOF, all parties have entered into and executed this Lease on the dates stated below:

PARTIES TO THE LEASE

Lessee

By:


DocuSigned by:
E9F30B394A0A471...
 11/8/2019
 Rhonda Schaffer, Executive Director Date
 State of Montana, Office of the State Public Defender

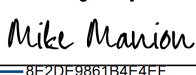
Lessor:

By:

DocuSigned by:
F0EA1B90429749E...
 11/8/2019
 Clair W. Daines Date
 Managing Member-Genesis Partners, LLC

APPROVED BY:

By:

DocuSigned by:
75F3E618151B46A...
 11/7/2019
 Garrett M. Bacon, Leasing Officer Date
 Department of Administration, General Services Division

By:

DocuSigned by:
8E2DE9861B4E4EF...
 11/7/2019
 Mike Manion, Chief Legal Counsel Date
 Department of Administration

By:

DocuSigned by:
78174A5F3725404...
 11/8/2019
 Tom Livers Date
 OBPP Director/Designee

By:

DocuSigned by:
EEF1735150E541A...
 11/8/2019
 John Lewis, Director Date
 Department of Administration

ATTACHMENT "A"
JANITORIAL SPECIFICATIONS

All janitorial work, equipment and supplies necessary to accomplish the duties described will be furnished by the Lessor.

1. The janitorial supply list includes but is not limited to:
 - a. Hand towels and toilet tissue;
 - b. Restroom hand soap for dispensers;
 - c. Trash can liners; and
 - d. Entrance or walk-off mats.

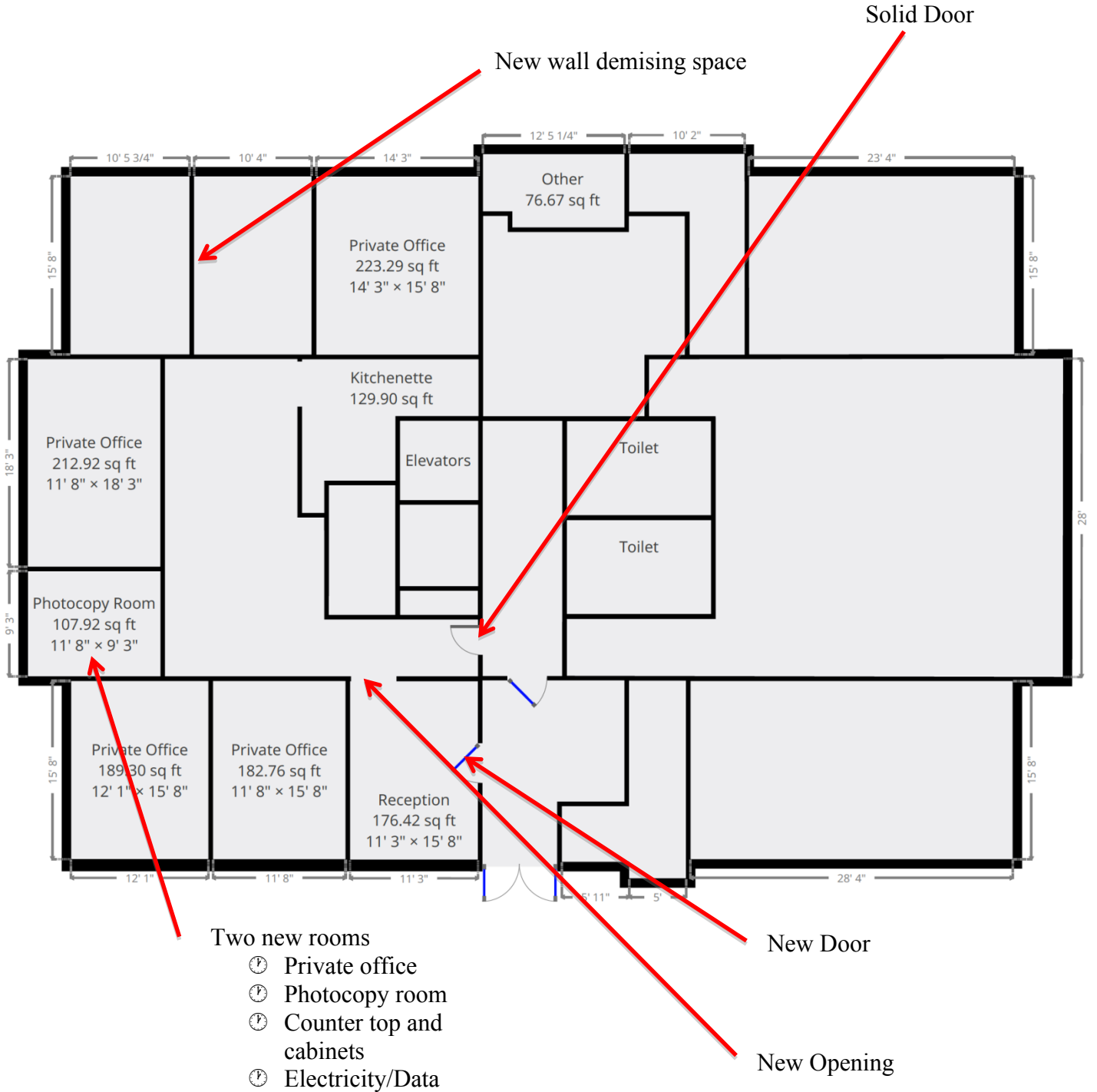
2. Daily Requirements (Monday through Friday, excluding holidays):
 - a. Floor sweeping and damp mopping all tiled areas.
 - b. Clean and sanitize plumbing fixtures, and toilet rooms (sinks, showers, toilets, mirrors, etc.)
 - c. Vacuum carpet, using industrial type vacuum cleaner with a power head in entrance area and hallways.
 - d. Remove all trash from building.
 - e. Cleaning supplies: re-stock toilet tissue, towels, soap, etc. in restrooms.

3. Weekly Requirements:
 - a. Vacuum all areas of carpeting.
 - b. Clean interior glass by each doorway.

4. Quarterly Requirements:
 - a. Complete dusting of all offices.

5. Semi-annual Requirements:
 - a. Glass Cleaning - all interior/external windows and window dressings (shades, curtains, blinds) in space leased by the Lessee (October and May).
 - b. Carpet Cleaning - all carpeted areas in space leased by the Lessee shall be cleaned using professional process carpet cleaning equipment.
 - c. Clean all light fixtures.

ATTACHMENT "B" LANDLORD IMPROVEMENTS



**In addition, the LL will provide new carpet and paint throughout the space
Refrigerator will be included in break area**

Wright, Tyna

From: Brasier, Traci
Sent: Thursday, June 11, 2020 3:32 PM
To: Wright, Tyna
Subject: RE: OPD Bozeman New Owner at 212 Discovery Dr, Bozeman

Thank you! I will update my rent sheet. Also, I have their W9 form and EFT form, they are now set up in sabhrs as a vendor with a vendor id#.

From: Wright, Tyna <Tyna.Wright@mt.gov>
Sent: Thursday, June 11, 2020 3:23 PM
To: Brasier, Traci <TBrasier@mt.gov>
Subject: FW: OPD Bozeman New Owner at 212 Discovery Dr, Bozeman

Here ya go, yes the July payment forward to the new owner.

Tyna Wright
Accounting Supervisor
(406) 496-6091

From: Bacon, Garrett <gbacon@mt.gov>
Sent: Thursday, June 11, 2020 2:31 PM
To: Wright, Tyna <Tyna.Wright@mt.gov>; McHugh, Scott <Scott.McHugh@mt.gov>
Cc: Green, Carleen <cgreen@mt.gov>; Bacon, Garrett <gbacon@mt.gov>; Edwards-Smith, Melissa <Melissa.Edwards-Smith@mt.gov>
Subject: OPD Bozeman New Owner at 212 Discovery Dr, Bozeman

Melissa,

Thank you for sending this to us.
None of us were aware of this.

This is a valid transfer of ownership so please do the necessary payment arrangements to get them paid for July and going forward. (I am assuming you made the June payment to Genisis Partners?)

Scott will draft a change of ownership amendment but do NOT wait for this to make payment as the attachment Tyna and Melissa sent is a valid transfer document.

Garett



Garett M. Bacon | Senior Leasing Officer and Real Property Manager
Real Property and Leasing, General Services, DOA
PHONE 406-444-3108 **FAX** 406-444-3039

[website](#) | [map](#) | [email](#)

From: Wright, Tyna <Tyna.Wright@mt.gov>
Sent: Thursday, June 11, 2020 12:36 PM
To: Bacon, Garrett <gbacon@mt.gov>; McHugh, Scott <Scott.McHugh@mt.gov>
Cc: Green, Carleen <cgreen@mt.gov>
Subject: FW: [EXTERNAL] New Owner at 212 Discovery Dr, Bozeman

Are you aware of this?

Tyna Wright
Accounting Supervisor
(406) 496-6091

From: Edwards-Smith, Melissa <Melissa.Edwards-Smith@mt.gov>
Sent: Thursday, June 11, 2020 12:16 PM
To: Wright, Tyna <Tyna.Wright@mt.gov>
Subject: FW: [EXTERNAL] New Owner at 212 Discovery Dr, Bozeman

Hi Tyna: The building where the conflict office is located in Bozeman has been sold. Contact and payment info for the new owner is below. A copy of the lease assignment is also attached. The new owner was asking me if payment would come to her by check or direct deposit, and I told her I wasn't sure but would ask. What should I tell her?

Melissa Edwards-Smith
Regional Manager—Region B
Office of the State Public Defender
Conflict Defender Division
139 N. Last Chance Gulch
Helena, MT 59601
(406)444-9161

From: Lori Cecich <lrcecich@gmail.com>
Sent: Wednesday, June 10, 2020 10:37 AM
To: Edwards-Smith, Melissa <Melissa.Edwards-Smith@mt.gov>
Subject: [EXTERNAL] New Owner at 212 Discovery Dr, Bozeman

Hello Melissa,

The new owner as of June 1, 2020, is MAC Properties, LLC.

Here is the document of the Assignment and Assumption to the lease agreement.

Our direct deposit information is:

American Bank of Montana
Routing Number: 092901227
Account Number: 0711006377
The mailing address is: 4701 SW Admiral Way #206
Seattle, WA. 98116

My contact cell number is 406-570-4839.

Thank you for your number: 406-788-4047 and
Christy's contact number: 406-577-7843 or 7840.

Thank you, Lori Cecich

1st AMENDMENT TO LEASE #6304
(Amendment Template last revised March 9, 2020)

This lease #6304 is made by and between the State of Montana, Office of the State Public Defender, 44 West Park, Butte, Montana, 59701, "Lessee," ~~Genesis Partners, LLC 895 Technology Blvd, Suite 101, Bozeman, Montana, 59718,~~ MAC Properties, LLC, 4701 SW Admiral Way #206, Seattle, Washington, 98116, "Lessor."

The purpose of this Amendment is to document a transfer of ownership, effective June 1, 2020, as reflected above and to amend the Lessor's representative information.

The parties agree to amend the Lease as follows (new language underlined, old language interlined):

9. NOTICE PROTOCOL

Any notice or demand required or permitted to be given under this lease must be in writing. Written notice shall be deemed given when hand delivered, when mailed by first class mail, postage prepaid, to the addresses specified in this section or by E mail with confirmation of delivery.

The Lessor's address for purpose of receiving demand or notice is ~~Genesis Partners, LLC 895 Technology Blvd, Suite 101, Bozeman, Montana, 59718,~~ MAC Properties, LLC, 4701 SW Admiral Way #206, Seattle, Washington, 98116, "Lessor."

The Lessor's representative for purposes under this lease is ~~Clair Daines, Managing Partner,~~ telephone (406) 223-9000, e-mail address: ~~CWDaines@aol.com~~ Lori Cecich, telephone: (406) 570-4839, email: lrcecich@gmsil.com.

The Lessee's address for the purpose of receiving demand or notice is the State of Montana, Office of the State Public Defender, 44 West Park, Butte, Montana, 59701.

The Lessee's representative for purposes under this lease is Carleen Green, telephone: (406) 496-6085, E mail address: cgreen@mt.gov .

Except as expressly amended herein, all of the terms, covenants and conditions of the Lease, including all prior amendments, remain in effect.

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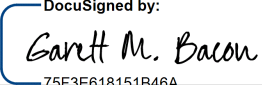
IN WITNESS HEREOF, all parties have entered into and executed this Amendment on the dates stated below:

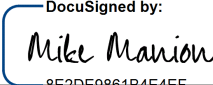
PARTIES TO THE LEASE

Lessee
By:  DocuSigned by:
E9F36B304A0A471... 7/31/2020
Rhonda Schaffer, Executive Director Date
State of Montana, Office of the State Public Defender

Lessor
By:  DocuSigned by:
716DB11836F0433... 8/18/2020
Lori Cecich, Member Date
MAC Properties, LLC

APPROVED BY:

By:  DocuSigned by:
75F3E648454B46A... 7/7/2020
Garrett M. Bacon Date
Leasing Officer, Department of Administration, General Services Division

By:  DocuSigned by:
8E2DE9861B4E4EF... 7/7/2020
Mike Manion Date
Department of Administration Chief Legal Counsel

By:  DocuSigned by:
EDC7654C9FDA4CB... 7/31/2020
Office of Budget and Program Planning Date

By:  DocuSigned by:
EEE1735150E541A... 7/31/2020
John Lewis, Director Date
Department of Administration