

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

This lease #6195 is made by and between the State of Montana, Office of the State Public Defender, 44 West Park Street, Butte, Montana, 59701, "Lessee", and Butzlaff Rentals, LLC, C/O Brokers First Real Estate, 555 Fuller, Suite 5, Helena, Montana, 59601, "Lessor."

1. PURPOSE OF LEASE

The Lessee has a need to lease space in Helena, Montana, for the purpose of office space for the Office of the State Public Defender. The Lessor has space available for lease in Helena, Montana, suitable for the stated purpose.

2. PREMISE DESCRIPTION

The space being leased (leased premise) is approximately 3,727 square feet, and includes the right to use common areas within the leased premise. The leased premise is located at 555 Fuller Avenue, Helena, Montana.

3. TERM OF LEASE

The lease term is four years, effective May 1, 2015 through April 30, 2019, 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 \$55,905.00, payable in equal monthly installments of \$4,658.75. This reflects a rate of approximately \$15.00 per square foot per year.

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 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 11 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 Brokers First Real Estate, 555 Fuller Avenue, Helena, Montana 59601.

The Lessor's representative for purposes under this lease is Alan Bock, telephone (406) 431-8262, E-mail mtmagic@aol.com.

The Lessee's address for the purpose of receiving 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 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 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

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 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 Helena, 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 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

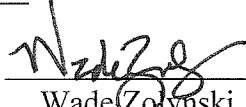
The Lessor shall make all parts of the leased premise smoke-free. "Smoke" means smoke from a lighted cigar, cigarette, or pipe or any other lighted tobacco product as defined in 50-40-103, MCA.

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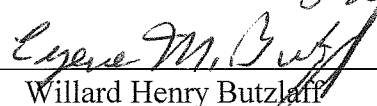
IN WITNESS HEREOF, all parties have entered into and executed this Lease on the dates stated below:

PARTIES TO THE LEASE

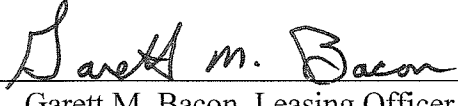
Lessee

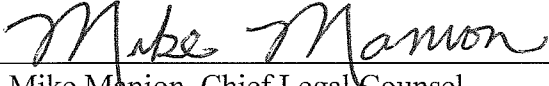
By:  5.29.15
Wade Zolynski, Chief Appellate Defender Date
Office of the State Public Defender

Lessor

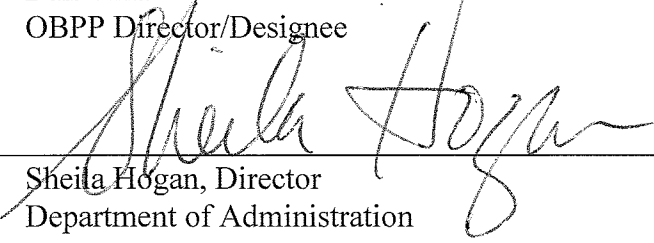
By:  6-16-15 attorney-in-fact for Willard Henry Butzlaff 6-16-15 ATTORNEY IN FACT FOR WILLARD HENRY BUTZLAFF
Willard Henry Butzlaff Date
Butzlaff Rentals, LLC

APPROVED BY:

By:  May 6, 2015
Garrett M. Bacon, Leasing Officer Date
Department of Administration, General Services Division

By:  May 15, 2015
Mike Manion, Chief Legal Counsel Date
Department of Administration

By:  6/2/15
Dan Villa Date
OBPP Director/Designee

By:  6/5/15
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.

1st AMENDMENT TO LEASE #6195
(Amendment Template last revised January 23, 2017)

This 1st Amendment to Lease #6195 ("Lease") for Public Defender space in Helena, Montana is made by and between the State of Montana, Office of the State Public Defender, 44 West Park, Butte, Montana, 59701, "Lessee" and Butzlaff Rentals, LLC, C/O Brokers First Real Estate, 555 Fuller, Suite 5, Helena, Montana, 59601, "Lessor."

The purpose of this Amendment is to extend the lease through June 30, 2019 at the current rate of \$15.00 per square foot per year and from July 1, 2019 through June 30, 2023 at the new rate of \$17.00 per 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 ~~four years, effective May 1, 2015 through June 30, 2019~~ effective May 1, 2015 through June 30, 2023 ~~April 30, 2019~~, 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, effective May 1, 2019 through June 30, 2019 is \$55,905.00, payable in equal monthly installments of \$4,658.75. This reflects a rate of approximately \$15.00 per square foot per year. Effective July 1, 2019 through June 30, 2023, the annual amount of rent is \$63,359.00, payable in equal monthly installments of \$5,279.92. This reflects a rate of approximately \$17.00 per square foot per year.

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

(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: Rhonda Schaffer 4/5/19
Rhonda Schaffer, Executive Director Date
Montana Office of the Public Defender

Lessor

By: Deborah L. Butzlaff POA & managing member 4/23/19
Willard Henry Butzlaff Date
Butzlaff Rentals, LLC

APPROVED BY:

By: Garett M. Bacon March 5, 2019
Garett M. Bacon, Leasing Officer Date
Department of Administration, General Services Division

By: Mike Manion March 6, 2017
Mike Manion, Chief Legal Counsel Date
Department of Administration

By: Tom Livers 4/10/19
Tom Livers Date
OBPP Director/Designee

By: John Lewis 4.11.19
John Lewis, Director Date
Department of Administration

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

This lease #6189 is made by and between the State of Montana, Office of the State Public Defender, 44 West Park, Butte, Montana, 59701, "Lessee" and Goodkind Partners, L.L.P., P.O. Box 1697, Helena, Montana, 59624, "Lessor."

1. PURPOSE OF LEASE

The Lessee has a need to lease space in Helena, Montana, for the purpose of housing the Office of State Public Defender operations in Helena. The Lessor has space available for lease in Helena, Montana, suitable for the stated purpose.

2. PREMISE DESCRIPTION

The space being leased (leased premise) is approximately 10,910 square feet, and includes the right to use common areas within the leased premise. The leased premise is located at 139 N. Last Chance Gulch in Helena, Montana.

3. TERM OF LEASE

The lease term is five years, effective November 1, 2014 through October 31, 2019, 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 \$169,105.00, payable in equal monthly installments of \$14,092.08. This reflects a rate of approximately \$15.50 per square foot per year.

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 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 agrees to provide 25 public parking permits in either the Jackson Street Garage or the Sixth Avenue Garage, which are in compliance with the Americans With Disabilities Act, as part of the leased premise at no additional charge or cost to the Lessee.

Lessee is responsible for replacing any lost parking permits.

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 Leo Berry, P.O. Box 1697, Helena, Montana, 59624, telephone (406) 443-6820, E mail address is leo@bkbh.com .

The contract property manager for the leased premise is Bayard Leonard, telephone: (406) 439-4506, e-mail: BayardL@bresnan.net .

The Lessee's address for the purpose of receiving 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 Administrative Director, telephone (406) 496-6080.

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

- a. Upon prior notice, the Lessee shall permit the Lessor or its agent to enter into and upon the premise at all reasonable times to maintain or inspect the building in which the leased premise is located or to make repairs, alterations or additions to any portion of the building, including, but not limited to, the installation and maintenance of scaffolding, canopies, fences, or props as may be needed.
- b. The Lessor shall permit the Lessee to build and maintain at the Lessee's expense, a small secure space for its telecommunications server if it is housed in the basement. Further, the Lessor shall permit the Lessee reasonable access to that secure space.
- c. For a period of ninety days prior to the termination of this Lease, Lessor may have reasonable access to the premises herein leased for the purpose of exhibiting the property to prospective lessees. For a period of thirty days, prior to the termination of this Lease, Lessor may place upon the leased premises "for sale" or "for lease" signs. These signs may be placed in an acceptable location by the Lessee, approval for which may not be reasonably withheld.

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

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

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

a. 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.

b. The Lessee agrees to protect, defend, and save the Lessor, its 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 Lessee'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 Lessee and/or its agents, employees, representatives, assigns and sublessees 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 Helena, 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 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.

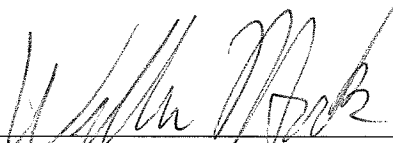
29. SMOKE FREE ENVIRONMENT

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.

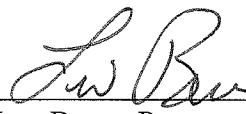
IN WITNESS HEREOF, all parties have entered into and executed this Lease on the dates stated below:

PARTIES TO THE LEASE


Lessee

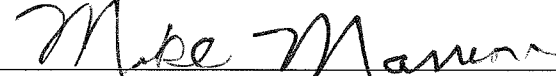
By:  8/8/14
William F. Hooks, Chief Public Defender Date
Office of the State Public Defender


Lessor

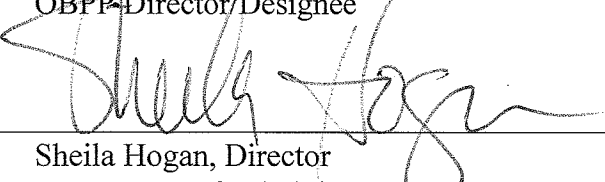
By:  8/28/14
Leo Berry, Partner, Date
Goodkind Partners, L.L.P.

APPROVED BY:

By:  July 29, 2014
Garrett M. Bacon, Leasing Officer Date
Department of Administration, General Services Division

By:  July 30, 2014
Mike Manion, Chief Legal Counsel Date
Department of Administration

By:  8/12/14
Dan Villa Date
OBPP Director/Designee

By:  8/13/14
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. Twice Weekly 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. Monthly 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 #6189-A is made by and between the State of Montana, Office of the State Public Defender, 44 West Park, Butte, Montana, 59701, "Lessee," and Goodkind Gulch, LLC, 1417 S. Church Avenue, Bozeman, Montana, 59715, "Lessor."

1. PURPOSE OF LEASE

The Lessee has a need to lease space in Helena, Montana, for the purpose of housing the Office of State Public Defender operations in Helena. The Lessor has space available for lease in Helena, Montana, suitable for the stated purpose.

2. PREMISE DESCRIPTION

The space being leased (gross leased premise) is approximately 10,910 gross square feet and includes the right to use common areas within the leased premise.

Lessor agrees to install security and safety equipment to ensure that access to the basement and Lessee's leased premises will be secure and to the satisfaction of Carleen Green, Central Services Division Administrator. Any basement tenants' use or need of the elevator or afterhours access to the basement will be escorted by Lessor, one of its agents, or with email granting permission from Carleen Green, telephone (406) 496-6080.

The leased premise is located at 139 N. Last Chance Gulch in Helena, Montana.

3. TERM OF LEASE

The lease term is five years, November 1, 2019 through October 31, 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 is \$206,744.50, payable in equal monthly installments of \$17,228.71 (Base Rent). This reflects a rate of approximately \$18.95 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 November 1st, beginning November 1, 2020.

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 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 agrees to provide 25 public parking permits in either the Jackson Street Garage or the Sixth Avenue Garage, all of which comply with the Americans With Disabilities Act, as part of the leased premise at no additional charge or cost to the Lessee.

Lessee shall replace any lost parking permits.

8. PARKING AREA AND SIDEWALK MAINTENANCE

Lessor shall keep the sidewalks in good repair and timely remove snow, ice, sand, gravel and debris from the 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 Goodkind Gulch, LLC, 1417 S. Church Avenue, Bozeman, Montana, 59715.

The Lessor's representative for purposes under this lease Katy Brandis, telephone (406) 600-0919, e-mail address: katybrandis@hotmail.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, Central Services Division Administrator, 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

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

b. The Lessor shall permit the Lessee to build and maintain at the Lessee's expense, a small secure space for its telecommunications server if it is housed in the basement. Further, the Lessor shall permit the Lessee reasonable access to that secure space.

c. For a period of ninety days prior to the termination of this Lease, Lessor may have reasonable access to the premises herein leased for the purpose of exhibiting the property to prospective lessees. For a period of thirty days, prior to the termination of this Lease, Lessor may place upon the leased premises "for sale" or "for lease" signs. These signs may be placed in an acceptable location by the Lessee, approval for which may not be reasonably withheld.

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

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

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. DEFENSE/INDEMNIFICATION/HOLD HARMLESS

The Lessor shall defend, indemnify and hold harmless the Lessee and the State of Montana, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, demands, causes of action, liabilities, damages,

judgments, expenses or fees, including the reasonable cost of defense thereof and attorney fees, asserted by or arising in favor of Lessor's employees and agents or third parties for bodily or personal injuries, death, or damage to property or financial or other loss, resulting or allegedly resulting in whole or in part from the acts or omissions of Lessor and/or its employees, agents, representatives, assigns and sublessors under this lease.

The Lessee also agrees to assume the same duties and responsibilities specified above in defending and holding the Lessor and its elected and appointed officials, agents, and employees harmless from all claims or causes of action arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Lessee and/or its agents, employees, representatives and assigns.

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

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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 Helena, 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.

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At the expiration or termination of this lease or any extension of it, the Lessee will vacate and

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25. SUCCESSORS

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This lease, consisting of 11 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.

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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.

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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

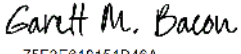
Lessee


By:	DocuSigned by:  <small>E9F36B394A0A471...</small>	1/6/2020
	Rhonda Schaffer, Executive Director State of Montana, Office of the State Public Defender	Date

Lessor

By:	DocuSigned by:  <small>A53B89B15F95480...</small>	1/7/2020
	Kathleen Brandis, Member Goodkind Gulch, LLC	Date

APPROVED BY:

By:	DocuSigned by:  <small>75F3E818151B46A...</small>	1/6/2020
	Garrett M. Bacon, Leasing Officer Department of Administration, General Services Division	Date

By:	DocuSigned by:  <small>8E2DE988134E4EF...</small>	1/6/2020
	Mike Manion, Chief Legal Counsel Department of Administration	Date

By:	DocuSigned by:  <small>B8213532F0784E7...</small>	1/6/2020
	Tom Livers OBPP Director/Designee	Date

By:	DocuSigned by:  <small>EEF1735150E541A...</small>	1/6/2020
	John Lewis, Director Department of Administration	Date

ATTACHMENT "A"
JANITORIAL SPECIFICATIONS

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 - 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.
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 - a. Vacuum all areas of carpeting.
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 - a. Complete dusting of all offices.

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 - 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.

1st AMENDMENT TO LEASE #6189
(Amendment Template last revised January 23, 2017)

This 1st Amendment to Lease #6189 ("Lease") for space at 139 North Last Chance Gulch, Helena, Montana is made by and between the State of Montana, Office of the State Public Defender, 44 West Park, Butte, Montana, 59701, "Lessee" and Goodkind Gulch, LLC, 1417 S. Church Avenue, Bozeman, Montana, 59715, "Lessor."

The purpose of this Amendment is to change lessor and contact information, effective May 5, 2017.

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

PARTIES

This lease #6189 is made by and between the State of Montana, Office of the State Public Defender, 44 West Park, Butte, Montana, 59701, "Lessee" and Goodkind Gulch, LLC, 1417 S. Church Avenue, Bozeman, Montana, 59715 ~~Goodkind Partners, LLP., P.O. Box 1697, Helena, Montana, 59624,~~ "Lessor."

9. NOTICE PROTOCOL

The Lessor's address for purpose of receiving demand or notice is Katy Brandis, Goodkind Gulch, LLC, 1417 S. Church Avenue, Bozeman, Montana, 59715, telephone (406) 600-0919, e-mail address: katybrandis@hotmail.com ~~Leo Berry, P.O. Box 1697, Helena, Montana, 59624, telephone (406) 443-6820, E mail address is leo@bkbh.com.~~

~~The contract property manager for the leased premise is Bayard Leonard, telephone: (406) 439-4506, e-mail: BayardL@bresnan.net.~~

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

(the remainder of this page is left blank intentionally)

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

PARTIES TO THE LEASE

Lessee

By: Peter Ohman May 15, 2017
Peter Ohman, Interim Chief Administrator Date
Office of the State Public Defender

Lessor

By: Kathleen Brandis 6/17/17
Kathleen Brandis, Member Date
Goodkind Gulch, LLC

APPROVED BY:

By: Garett M. Bacon May 8, 2017
Garett M. Bacon, Leasing Officer Date
Department of Administration, General Services Division

By: Mike Manion May 8, 2017
Mike Manion, Chief Legal Counsel Date
Department of Administration

By: Dan Villa 5/22/17
Dan Villa Date
OBPP Director/Designee

By: John Lewis 5.31.17
John Lewis, Director Date
Department of Administration