

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

LMT14363

THIS LEASE, made and entered into this date by and between BlumCo Partners, LLC.

whose address is 236 Wisconsin Avenue, Suite 1
Whitefish, MT 59937

and whose interest in the property hereinafter described is that of Owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

Approximately 6,757 rentable square feet (approximately 5,946 usable square feet) of space located on the first (1st) floor of the building located at 1325 Highway 2 West, Kalispell, Montana 59901 (as described in Exhibit B attached hereto), three (3) on-site parking spaces shall be provided in the building's parking lot as part of the rental consideration and to be used for such general office purposes as determined by the General Services Administration. The overall parking to square foot ratio available on-site must meet current local code requirements, or in the absence of local code requirements, on-site parking must be available for employees and visitors at a ratio of at least four (4) spaces for every 1,000 rentable square feet of government leased space.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the earlier date to occur of the date the leasehold improvements to be constructed by Lessor are substantially completed or the date the Government accepts the leased premises. The date of substantial completion shall be on or before 120 calendar days after the Government has issued the Tenant Improvement Notice to Proceed to the Lessor and continuing for a term through 15 years, subject to terms stated within.

3. The Government shall pay the Lessor annual rent of \$ _____
at the rate of \$ _____ per _____ in
arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

PARAGRAPH 3 IS DELETED AND REPLACED BY PARAGRAPH 21.

4. The Government may terminate this lease at any time after the 10th year by giving at least ninety (90) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

PARAGRAPH 5 IS DELETED WITHOUT SUBSTITUTION

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6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- a. Facilities, services, utilities, maintenance and tenant improvements shall be provided on or before 120 calendar days after the Government has issued the Tenant Improvement Notice to Proceed to the Lessor and in accordance with the terms of the attached Solicitation for Offers 5MT0013.
- b. Three (3) on-site parking spaces shall be provided in the building's surface parking lot as part of the rental consideration. The overall parking to square foot ratio available on-site must meet current local code requirements, or in the absence of local code requirements, on-site parking must be available for employees and visitors at a ratio of at least four (4) spaces for every 1,000 rentable square feet of government leased space.

7. The following are attached and made a part hereof:

- Sheet 3, 4, 5 & 6 containing paragraphs 9 - 27 to Lease LMT14363 (4 pages)
- Exhibit A, Base Plans (1 page)
- Exhibit B, Legal Description (1 page)
- Solicitation For Offers 5MT0013 (109 pages)
- General Clauses GSA Form 3517B (Rev.11/05) (34 pages)
- Representations and Certifications GSA Form 3518 (Rev. 1/07) (7 pages)

8. The following changes were made in this lease prior to its execution:

- Paragraph 3 was deleted and replaced in its entirety with Paragraph 21.
- Paragraph 5 was deleted in its entirety without substitution.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR BlumCo Partners, LLC
By: DAVID L. BLUM
Its: MANAGER MEMBER

BY 

(Signature)

IN PRESENCE OF 

236 Wisconsin Ave. Whitefish, MT
(Address)

UNITED STATES OF AMERICA



4/29/09

GENERAL SERVICES ADMINISTRATION
Contracting Officer
General Services Administration
Denver Federal Center, Building 41
Denver, CO 80225
(Official title)

9. The space shall be constructed and ready for occupancy in accordance with Solicitation for Offers 5MT0013 within 120 calendar days after the Government has issued the Tenant Improvement Notice to Proceed to the Lessor. The space shall comply with the handicap accessibility requirements of the solicitation.

10. In accordance with provisions of Paragraphs 4.2 Tax Adjustment , 4.3 Operating Costs, and 4.4 Adjustment for Vacant Premises of the Solicitation for Offers 5MT0013, the following parameters are established:

(a) The lease is subject to operating cost escalation. For operating cost adjustment, the operating costs are established at \$3.03 per rentable square foot. The base cost of services is established at \$20,497.00 based on \$3.0334468 for 6,757 rentable square feet.

(b) The lease is subject to real estate tax escalation. For tax escalation in accordance with terms of Paragraph 4.2, the percentage of occupancy is 16.79759% (government leased space of 6,757 square feet divided by total building 40,226 square feet). The base year tax statement will be submitted within 60 calendar days after the last date the Real Estate Tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest after payment to establish the base year taxes. If the tax statement is for multiple parcels or buildings, the value of each property shall be defined. The tax base is hereby established as \$0.98195 per rentable square foot or \$6,635.04 per year.

(c) The Adjustment for Vacant space is \$0.75 per rentable square foot.

11. In accordance with Paragraph 4.6, Overtime Usage, the overtime HVAC services will be provided at the rate of \$25.00 per hour. Overtime rates shall not be paid during normal building operation hours of 7:00 am to 5:30 pm Monday through Friday.

12. The annual rental rate is firm and will not be adjusted based on the mutual measurement, except as provided in clause 552.270-20, page 12, paragraph 27 of the GSA Form 3517B. The rate per square foot and the base year service cost will be modified to reflect the final measurement.

13. (a) Within 120 calendar days after the Government has issued the Tenant Improvement Notice to Proceed to the Lessor, the space shall be constructed in accordance with Solicitation for Offers 5MT0013 and Government approved floor plans, and be ready for occupancy. The space shall comply with the handicap accessibility requirements of the solicitation.

(b) An engineered plan will be provided by the Government and will be incorporated by Supplemental Lease Agreement to establish the final location for junction boxes and connections to the systems furniture power poles. The Lessor's electrical contractor will connect systems furniture to the junction boxes after the systems furniture has been installed by the furniture vendor. The electrical contractor will be available for the pre-installation meeting approximately 30 days prior to acceptance of space to meet with the furniture vendor.

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(c) The Government's cable vendor shall install cable and connectors in accordance with the specifications that will be incorporated with the floor plan. The Lessor's contractor shall be available for the pre-installation meeting approximately 30 days prior to acceptance of space.

(d) The Lessor shall provide a drawing of the electrical riser diagram within 30 days so that the government's engineering firm can produce the electrical drawing for the systems furniture and local area network.

14. Within 120 calendar days after the Government has issued the Tenant Improvement Notice to Proceed to the Lessor the space shall be constructed and ready for occupancy and shall comply with fire safety and architectural specifications required in the solicitation and also:

(a) Properly seal all floor penetrations in telephone rooms and utility passages with noncombustible materials to provide a fire resistance rating equal to that of the floor.

(b) Install exit lights within the space.

(c) Install battery operated emergency lighting within the space.

15. The Lessor will provide 2 copies of CAD "as built" disks to the contracting officer within thirty (30) days of completion of construction.

16. The Lessor will notify the contracting officer fourteen (14) days prior to scheduled completion of construction at 30 percent, 60, 90 and 100 percent completion for purposes of scheduling inspections.

17. Janitorial cleaning/maintenance is to be performed during daytime tenant working hours, Monday through Friday, except for Federal holidays.

18. In accordance with Section 4.1 – C. Common Area Factor of SFO 5MT0013, the Common Area Factor is established as 1.13639 or 13.639%.

19. In the event the actual amount of space exceeds 5,946 usable square feet, there will be no additional cost to the Government.

20. The rental consideration includes all costs for the warm lit shell as defined by the solicitation for offers, and all costs for tenant finish as defined by the solicitation for offers. All requirements as defined by the solicitation for offers and lease will be met without additional cost.

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21. Paragraph 3 is deleted in its entirety and the following is substituted therefore:

"3. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rate:

| TERM | RATE PER RSF | MONTHLY RENT | ANNUAL RENT |
|---------------|--------------|--------------|--------------|
| Years 1 – 10 | \$16.37 | \$9,221.25 | \$110,655.06 |
| Years 11 – 15 | \$18.33 | \$10,326.22 | \$123,914.64 |

The cost of the three (3) parking spaces has been included in the annual rental rate.

The gross rental rate stated above includes the following:

| Term | Shell Rent Annual | Operating Expenses Annual | Taxes Annual | Tenant Improvements Annual |
|-------------|-------------------|---------------------------|--------------|----------------------------|
| Years 1-10 | \$8.70 | \$3.03 | \$0.98195 | \$4.64 |
| Years 11-15 | \$15.30 | \$3.03 | \$0.98195 | \$0.00 |

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO 5MT0013. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

BlumCo Partners, LLC
 236 Wisconsin Avenue, Suite 1
 Whitefish, MT 59937"

22. The tenant buildout will conform to the specifications in SFO 5MT0013 and are to be provided by the Lessor as part of the total rental payment. The tenant buildout costs of \$225,234.00 are amortized for a period of 120 months at 7.0%. The amortized tenant buildout costs are \$4.64 per rentable square foot. The Building Specific Security costs of \$10,000 are amortized for a period of 120 months at 7.0% and are included in the building shell.

23. In accordance with Section 2.3 of SFO 5MT0013, the Total Broker's Commission is projected to be [REDACTED]. This amount is based on a total gross rental amount of \$1,106,550.60 for the initial 10 years firm term X [REDACTED] = [REDACTED]. For the benefit of the Government, the Broker has agreed to forego [REDACTED] of any commission that it is entitled to receive in connection with this lease transaction. Broker shall be paid directly by Lessor, [REDACTED] of the Total Broker's Commission estimated to be [REDACTED] (the "Remaining Broker's Commission"). The resulting total dollar value of the foregone commission is estimated to be [REDACTED] (the "Commission Credit") which shall not be paid to Broker, but shall be applied in equal monthly amounts against shell rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree

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to execute a Supplemental Lease Agreement setting forth the full nature, extent, terms, and conditions of the Total Broker's Commission, Remaining Broker's Commission, and Commission Credit to be applied against the Government's rental payment obligations under the Lease.

In the event that the rental rate is adjusted due to an increase or decrease to the tenant buildout amount, square footage, or other item resulting in a change to the gross rental amount, the Total Broker's Commission, Remaining Broker's Commission and Commission Credit shall be recalculated based on the revised base rental rate. The Remaining Broker's Commission is payable to:

Studley, Inc.
15303 N. Dallas Parkway, Suite 1200
Addison, Texas 75001

24. All questions pertaining to this Lease shall be referred to the Contracting Officer of General Services Administration (GSA) or their designee. The Government occupant **is not** authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized **in writing** by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

25. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new leases/contracts not later than January 1, 1998. An enrollment form is attached to be completed and returned with this contract.

26. The Lessor shall represent and warrant that the building and premises meet the required NFPA 101A Life Safety Code. Should a GSA representative discover discrepancies pursuant to a physical inspection, Lessor agrees to remedy any deficiencies as required.

27. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the lease space and / or any subsequent modifications required during the lease period. At the Government's sole discretion alterations will remain in the leased space after termination of the lease contract will become property of the Lessor.

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