

AMENDMENT ONE  
TO  
219 NORTH 30ST LEASE  
BY AND BETWEEN  
CITY OF BILLINGS  
AND  
BILAW, LLC, DBA MANN MORTGAGE

WITNESSETH

WHEREAS, on September 13, 2010, the City of Billings (hereinafter "Landlord") and BILAW, LLC, DBA Mann Mortgage (hereinafter "Tenant") entered into an Park 1 Office Space Lease (hereinafter the "Agreement") for the operation of a mortgage finance company at the Park 1 Parking Garage, exact premise at 219 North 30<sup>th</sup> Street, Billings, Montana, 59101 and;

WHEREAS, said Agreement is for a period of five (5) years commencing on the 1st day of January 2008, and ending on the 31st day of December 2012, and;

NOW THEREFORE, SECTIONS 1, 2 AND 3, AS WELL AS EXHIBIT A, OF THE PARK ONE LEASE AGREEMENT is hereby amended as follows:

**1. LEASE**

The Landlord does hereby grant, demise and lease unto the Tenant, for and in consideration of the rents, covenants, and agreements hereinafter specified to be paid, kept and performed by the Tenant, premises at 219 North 30<sup>th</sup> Street consisting of 3,060 square feet, and premises at 2910 3<sup>rd</sup> Ave North consisting of 538 square feet, for at total of 3,598 square feet of integrated part of building known as "Park I" parking garage located between 29<sup>th</sup> and 30<sup>th</sup> Streets on 3<sup>rd</sup> Ave North, in Billings, Montana. Exact location and size of premises to be shown on Exhibit "A" which is attached and made a part of this agreement.

**2. TERM, POSSESSION, AND RENEWAL**

The term of this lease, for premises at 219 North 30<sup>th</sup> Street, shall be from January 1<sup>st</sup>, 2008, through December 31<sup>st</sup>, 2008. Landlord grants to Tenant the four (4) consecutive options to renew this lease for a further term of one (1) year commencing on January 1<sup>st</sup>, 2009, and ending December 31<sup>st</sup>, 2012, both inclusive, subject to the provisions of this lease. However, written notice of the exercise of this option shall be given by Tenant to Landlord at least ninety (90) days before expiration of the original term of this lease and provided further, that this option may be exercised by Tenant only in event all rents have been fully paid and that all provisions of this lease on the part of the Tenant to be observed have been fully and faithfully observed.

The term of this lease, for premises at 2910 3<sup>rd</sup> Ave North, shall be from May 1<sup>st</sup>, 2011, through such time as a permanent tenant can be found to rent entire premises at 2910 3<sup>rd</sup> Ave North. Landlord grants to Tenant the option to renew this lease on a monthly basis subject to the

provisions of the lease. However, written notice must be given to Landlord 45 days before cancellation of lease at 2910 3<sup>rd</sup> Ave North

### 3. RENT

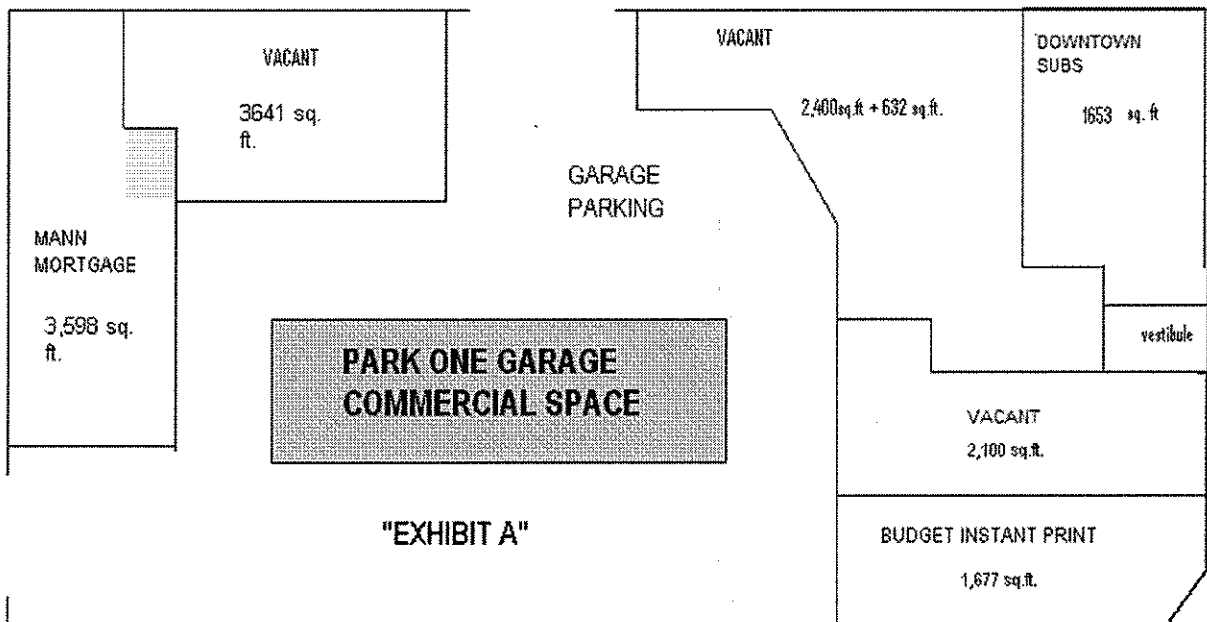
Rent for the first 12 months of this lease, for premises at 219 North 30<sup>th</sup> Street, shall be \$24,480.00 (3060 square feet x \$8.00) payable in twelve (12) equal monthly installments of \$2040.00.

Rent for the subsequent years, including for any renewal option years, beginning January 1<sup>st</sup>, 2009, shall be the current rent plus or minus the percentage change in the Consumer Price Index – all urban consumers, from June of the previous calendar year to June of the present calendar year. Rent for each year shall be paid in twelve (12) equal monthly installments.

Rent for premises at 2910 3<sup>rd</sup> Ave North, shall be \$2,152.00 (538 square feet x \$4.00) payable in twelve (12) equal monthly installments of \$179.34, while the lease for this premises is in effect.

All rents shall be paid in advance by the first day of each month.

EXHIBIT A OF THE PARK ONE LEASE AGREEMENT is also hereby amended as follows:



FURTHER, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

CITY OF BILLINGS

BY \_\_\_\_\_  
CITY CLERK

BY \_\_\_\_\_  
MAYOR

APPROVED AS TO FORM

TENANT:

BY \_\_\_\_\_  
CITY ATTORNEY

BY \_\_\_\_\_  
ITS \_\_\_\_\_

TENANT:

BY Greg Aub  
ITS Partner

TENANT:

BY Inna Besel  
ITS Partner

TENANT:

BY Roland Ineson  
ITS Partner

TENANT:

BY Douglas W. Loyal  
ITS PARTNER