

1 COMMERCIAL AVIATION GROUND LEASE

2
3 THIS LEASE, made and entered into this 21st day of December 2020, by and between
4 the following:

5 CITY OF BILLINGS, MONTANA, hereinafter designated
6 "Lessor"

7 and

8 NORTHWESTERN CORPORATION, a Delaware Corporation
9 DBA NORTHWESTERN ENERGY, hereinafter designated "Lessee"

10 WITNESSETH

11 RECITALS

12 1) Lessor owns and operates BILLINGS LOGAN INTERNATIONAL AIRPORT
(hereinafter called the Airport) situated in the City of Billings, Montana, and

13 2) Lessor deems it advantageous to itself and the operation of the Airport to lease
14 to the Lessee a certain parcel of land hereinafter described together with certain privileges, rights, uses,
15 and interests, and

16 3) Lessee wishes to engage in certain commercial non-aeronautical activities, and
17 proposes to lease on a net basis from Lessor said parcel of land and to avail itself of the same
18 privileges, rights, uses, and interests contemplated herein, and

19 4) Lessor is required to operate and maintain the Airport consistent with and
20 pursuant to the sponsor's assurances given by Lessor to the U.S. Government under the Federal Airport
21 Act, and in accordance with all Federal Aviation Administration regulations, and

22 5) Lessee has indicated a willingness and ability to properly keep and maintain
23 said land in accordance with standards established by Lessor.
24

1 NOW THEREFORE, the parties hereto covenant and agree as follows:

2 ARTICLE I

3 DEFINITIONS AND INTERPRETATIONS

4 A. Definitions. The following words and phrases, wherever used in this Lease,
5 shall, for the purpose of this Lease, have the following meanings:

6 1) "Airport" shall mean the presently existing Billings Logan International
7 Airport, and as it may be modified from time to time to reflect changes in Airport
8 facilities.

9 2) "City" as stated in the Recitals hereof.

10 3) "Director" shall mean the Director of Aviation and Transit or his/her
11 duly authorized representative designated by City to exercise functions with respect to
12 the right and obligations of Lessor under this Lease.

13 4) "Environmental Laws" shall mean all applicable Federal, State, and
14 Local statutes, ordinances, regulations, rules, laws, permits, permit conditions,
15 environmental permits, and orders relating to the generation, emission, discharge,
16 release, use, storage, transportation or disposal of pollutants, contaminants, hazardous
17 material, wastes, hazardous substances, or chemicals or the preservation or regulation
18 of the environment or natural resources, presently in effect or promulgated in the
19 future, as such environmental laws may be amended from time to time.

20 5) "Environmental Permits" shall mean any and all permits, licenses,
21 approvals, authorizations, consents, or registrations required by environmental laws,
22 whether Federal, State, or Local, and any duly filed environmental covenants or land
23 use restrictions applicable to the Airport or the Premises.
24

1 6) "Federal Aviation Administration" or "FAA" shall mean the Federal
2 Aviation Administration created under the Federal Aviation Act of 1958, as amended,
3 or any successor agency thereto.

4 7) "Hazardous Material(s)" shall be interpreted broadly to mean any
5 substance or toxic material, hazardous or toxic or radioactive substance, or other
6 similar term by any applicable Federal, State, or Local environmental law, regulation,
7 or rule presently in effect or promulgated in the future, as such laws, regulations, or
8 rules may be amended from time to time; and it shall be interpreted to include, but not
9 be limited to, any substance which after release into the environment will or may
10 reasonably be anticipated to cause sickness, death, or disease.

11 8) "Improvements" shall mean all construction, installation,
12 modernization, refurbishment, and upgrades of all fixtures, equipment, facilities,
13 improvements, and structures or appurtenances thereto built, installed, or erected by
14 the Lessee under this Lease within the Premises.

15 9) "Low Level Wind Shear Alert System or "LLWAS" shall mean
16 LLWAS Site #3, as shown on Exhibit B, an FAA system designed to detect low level
17 wind shear conditions around the periphery of the Airport, and located on a parcel
18 adjacent to the Premises.

19 10) "Notice" shall mean communication between the parties to this Lease
20 performed in accordance with the requirements in Article X herein.

21 11) "Premises" shall mean the area described in Article II, and as shown on
22 Exhibit A, which has been designated by the Lessor for the occupancy and use by
23 Lessee for the uses herein.
24

1 12) "Remediation Costs" shall mean any reasonable losses, expenses, or
2 costs incurred by the Lessor in connection with environmental remediation:

3 a) Required by the appropriate governmental agency responsible
4 for enforcing applicable environmental laws or environmental permits
5 pertaining to the Premises, and/or

6 b) Attributable to hazardous materials left on the Premises in
7 excess of applicable remediation standards derived by the U.S. Environmental
8 Protection Agency, the U.S. Occupational Safety and Health Administration,
9 the Montana Department of Natural Resources, the Montana Department of
10 Environmental Quality, or other governmental health agency as appropriate for
11 commercial property, safe for occupational exposure or Airport use, or which
12 are in violation of environmental laws or environmental permits, and caused
13 by, or arising out of Lessee's use, operations, or activities on the Premises.
14 Remediation Costs include reasonable investigation and evaluation costs, costs
15 to implement institutional controls or restrictive covenants, sampling and
16 analysis costs, reporting costs, planning and design costs, consultant and
17 contractor costs, labor costs, equipment costs, construction costs, access costs,
18 disposal costs, transportation costs, reasonable administrative costs, attorneys'
19 fees and other legal fees, litigation expenses, permit fees and costs, monitoring
20 costs, oversight and inspection costs, claims, demands, causes of actions, suits,
21 judgments, damages, compensation, debts, losses, penalties, fines, stipulated
22 penalty, punitive damages, and other similar liabilities caused by or arising out
23 of Lessee's handling, use, storage, release, disposal, generation, emission, or
24

1 discharge of hazardous materials on the Premises.

2 13) "Rules and Regulations" shall mean those lawful and nondiscriminatory
3 rules, regulations, resolutions, ordinances, and operating directives promulgated by the
4 Lessor or the Director for the orderly use of the Airport and other tenants, users,
5 guests, and passengers of the Airport as the same may be amended, modified, or
6 supplemented from time to time.

7 B. Interpretations. References in the text of this Lease to articles, sections,
8 paragraphs, or exhibits pertain to articles, sections, paragraphs, or exhibits of this Lease, unless
9 otherwise specified.

10 1) The terms "hereby," "herein," "hereof," "hereto," "hereunder," and any
11 similar terms used in this Lease refer to this Lease.

12 2) Words referring to persons shall include firms, associations,
13 partnerships, trusts, corporations, and other legal entities, including public bodies, as
14 well as natural persons.

15 3) Any headings preceding the text of the articles and paragraphs of this
16 Lease, and any table of contents, shall be solely for convenience of reference and shall
17 not affect the meaning, construction, or effect of this Lease, or limit the scope of any
18 provisions of this Lease or the particular paragraphs.

19 4) Words using the singular shall include the plural and vice versa. Words
20 of any gender shall be deemed to include correlative words of the other gender.

21 5) The term "including" shall be construed to mean "including without
22 limitation," unless otherwise expressly indicated.

23 6) All references to "days" shall mean calendar days.
24

1 ARTICLE II

2 PREMISES AND PRIVILEGES

3 A. Description of the Premises. Lessor hereby leases to Lessee and Lessee hereby
4 leases from Lessor that certain parcel of real property, together with improvements (hereinafter called
5 the Premises) for its exclusive use, specifically described as follows:

6 Main Parcel – Tract 1B-5 of COS 1434

7 A tract of land located in the South 1/2 of the South 1/2 of Section 28,
8 Township 1 North, Range 26 East, P.M.M., Yellowstone County, Montana,
being more particularly described as follows:

9 Commencing at the South 1/4 Corner of said Section 28, Township 1 North,
10 Range 26 East, P.M.M., Yellowstone County, Montana, being the Point of
Beginning; thence S 89°41'28" W a distance of 525.09 feet; thence
11 N 00°00'08" W a distance of 100.00 feet; thence S 89°41'28" W a distance of
175.00 feet; thence N 00°00'08" W a distance of 613.75 feet; thence
12 N 77°22'15" E a distance of 206.18 feet; thence N 66°03'39" E a distance of
66.95 feet; thence N 77°22'15" E a distance of 431.89 feet; thence N 65°53'27"
13 E a distance of 67.49 feet, thence N 77°26'10" E a distance of 238.35 feet;
thence 40.29 feet along a curve to the left having a radius of 2,954.79 feet, a
14 central angle of 0°46'53", and a chord bearing and distance of N 77°02'44" E,
40.29 feet; thence S 00°00'38" E a distance of 253.46 feet; thence S 89°41'43"
15 W a distance of 292.38 feet; thence S 00°00'08" E a distance of 709.95 feet;
thence S 89°41'22" W a distance of 24.92 feet to the Point of Beginning.

16 Said Main Parcel containing 628,945 square feet or 14.44 acres.

17 Premises is further depicted on attached Exhibit A, and by said reference made
18 a part of this Lease.

19 Lessee hereby accepts and receives the Premises in an "as is" condition, with no
20 warranties or representations of any kind, expressed or implied, either oral or written, made by the
21 Lessor or any of its agents or representatives, with respect to the physical, environmental, or structural
22 conditions of the Premises, or any portion thereof or otherwise, including: soil conditions of the land,
23 structural condition of any structures or facilities located on the Premises, the geotechnical condition
24

1 of the Premises, the presence or absence of any hazardous materials, any underground installations, or
2 any other matter or thing affecting or relating to the Premises, except as expressly set forth in this
3 Lease. The Lessor without limitation expressly disclaims and negates, as to the Premises: any implied
4 or expressed warranty of fitness for a particular purpose; any implied warranty with respect to the
5 condition of the Premises, its compliance with any zoning or other rules, regulations, laws, or statutes
6 application to the Premises, including the Americans with Disabilities Act of 1990 (42 U.S.C. §§1201
7 *et seq.*); the uses permitted on the Premises; or any other matter or thing relating to the Premises or any
8 portion thereof.

9 B. General Privileges, Uses, and Rights. Lessor hereby grants to Lessee the
10 following general privileges, uses, and rights, all of which shall be subject to the terms, conditions and
11 covenants herein set forth. Said rights shall be subject to all Federal, State, or Local laws, ordinances,
12 rules, and regulations as now or may hereafter have application at the Airport. All use privileges
13 granted herein shall be exercised in the event Lessee is the holder of the appropriate licenses for such
14 commercial endeavors.

15 1) The right of ingress to and egress from the Premises over and across
16 public roadways serving the Airport for Lessee, Lessee's agents, employees, patrons
17 and invitees, suppliers of service and furnishers of material.

18 C. Specific Privileges, Uses, and Rights. In addition to the general privileges,
19 uses, and rights described above and without limiting the generality thereof, Lessor hereby grants to
20 Lessee and sublessees the right to engage in commercial non-aeronautical activity on the Premises as
21 defined in subparagraphs 1 through 3 below subject to the conditions and covenants hereafter set out:

22 1) The construction, installation, operation, and maintenance of an
23 electrical power substation and appurtenant power lines and facilities for the
24

1 transformation, transmission, and distribution of electric power.

2 2) The maintenance of any equipment, facilities, and structures(s) on the
3 Premises necessary for the conduct of all approved activities.

4 3) Storage of equipment and supplies directly related to the Lessee's on
5 Premise operations.

6 D. Concession, Services, and Activities Excluded. The following concessions,
7 services, and activities and the establishment thereof shall be specifically excluded from this Lease:

8 1) Ground transportation for hire.

9 2) Vehicle rental or storage.

10 3) Rental equipment or storage.

11 4) Food sales.

12 5) Fuel sales.

13 6) On-site fuel storage, fuel storage facilities, including the storage of
14 fueling vehicles.

15 7) Storage of personal vehicles, campers, boats, trailers, motor homes, or
16 other similar recreational vehicles and equipment.

17 8) Storage of any household items.

18 9) Use of the Premises in a residential capacity of any nature, whether
19 temporary or otherwise.

20 10) Storage for hire or storage outside of the Premises.

21 11) Storage of inoperable, discontinued, abandoned equipment, or salvage
22 items.

23 E. Construction of Improvements. Lessee may construct an electrical power
24

1 substation and appurtenant power lines and facilities for the transformation, transmission, and
2 distribution of electric power on the Premises pursuant to the submitted and approved plans, and by
3 reference, said plans specifically made a part of this Lease as Exhibit C. The plans include a Lessor
4 approved building plan. Necessary access roads, parking, perimeter and equipment security fencing,
5 and lighting shall be constructed by Lessee. Lessee shall submit detailed drawings, plans, and
6 specifications for constructing, improving, and equipping the Premises to Lessor for review. Prior to
7 beginning any construction, Lessee shall secure all permits required for construction and provide
8 approved copies of the applicable permits to the Director as verification that Lessee obtained all
9 required applicable permits. No reduction, abatement, or deferral of rental payments shall be allowed
10 for any interference or interruptions with Lessee's operations by such construction. All construction
11 activities involving highway access, traffic control, the use of cranes, and any other height-restricted
12 operations shall be coordinated in advance with the Airport. Upon completion of the construction,
13 Lessee shall submit to the Director a letter certifying the completion of construction, along with a copy
14 of any certificate or permit that may be required by any Federal, State, or Local government agency in
15 connection with the completion or occupancy thereof by Lessee. The construction of the facilities
16 shown on the Exhibit C building plans will be completed within thirty-six (36) months of the signing
17 of this Lease. Failure to complete the construction during said period shall constitute a default. If this
18 default occurs, the Lease is canceled immediately and control of the property reverts to the Lessor.

19 F. Reservations. The grant of lease hereunder is subject to the following
20 reservations:

- 21 1) The Lessor reserves for the use and benefit of the public, a free and
22 unrestricted right of flight for the passage of aircraft in the airspace above the surface
23 of the Premises, together with the right to cause or allow in said airspace such noise,
24

1 vibration, fumes, dust, fuel particles, illuminations, interference with television, radio,
2 cellular, or any other type of signal transmission and other effects as may be caused in
3 the operation of aircraft, now known or hereafter used for navigation of or flight in the
4 air, using said airspace or landing at, taking off from, or operating on or about the
5 Airport.

6 2) Airspace restrictions shall comply with all FAA regulations.

7 3) The Lessor reserves the right to grant utility, maintenance, and other
8 right-of-way easements to others and to designate for itself such right-of-way
9 easements over, under, through, across, or on the Premises, provided that such use will
10 not substantially or materially interfere with Lessee's safe and secure use of the
11 Premises, and provided further that such reservation or grant of right-of-way easement
12 shall not directly result in additional cost or expense to Lessee. Lessor will work with
13 Lessee to determine the appropriate location of any right-of-way easement on the
14 Premises.

15 4) The Lessor reserves the right to take any action it considers necessary to
16 protect the aerial approaches of the Airport against obstructions, together with the right
17 to prevent Lessee from erecting, or permitting to be erected, any building or other
18 structure on the Premises, which in the sole and absolute opinion of the Lessor would
19 limit the usefulness of the Airport, adversely affect the operations of the Airport, or
20 constitute a hazard to aircraft or air navigation.

21 5) The Lessor reserves the right for continued and uninterrupted use of a
22 parcel adjacent to the Premises for the FAA's LLWAS Site #3, as shown on attached
23 Exhibit B, and by said reference made a part of this Lease.
24

1 the Lessee and the Director on behalf of the Lessor, and shall be bound by all terms, covenants, and
2 conditions of this Lease.

3 ARTICLE IV

4 RENTAL AND FEES

5 A. Ground Rental. For the land described in Article II, Paragraph A., Lessee shall
6 pay to Lessor \$0.0465 per square foot per annum for all ground included in this Lease, for an initial
7 annual rental of \$29,245.94. Said rental shall be automatically payable without additional notice and
8 within 30 days after approval and execution of this Lease. Annually thereafter, rentals shall be due
9 thirty (30) days after written notice from the Lessor stating the amount of the next annual adjusted rental.

10 B. Interest Penalty. Without waiving any other right or action available to the
11 Lessor, in the event of default in the payment of Lease rentals herein, or any other rentals, fees, or
12 charges owed Lessor, the amount due shall accrue interest at the rate of one and one-half percent
13 (1.5%) per month from the date such rentals, fees, or charges were due and payable, until paid in full.
14 Said interest shall not apply with respect to items being contested in good faith by Lessee and which
15 are resolved in Lessee's favor.

16 C. Annual Adjustment of Ground Rental. Commencing on the anniversary of the
17 term of this Lease and each anniversary thereafter, the rental rate will be adjusted annually using the
18 U.S. Department of Labor Consumer Price Index for All Urban Consumers (CPI-U) (1982-84=100),
19 published monthly by the U.S. Bureau of Labor Statistics. The adjustment will be calculated on the
20 average of the increases for the previous calendar year, being January through December. In no case
21 shall the rates be less than the previous year. For the purposes of this Lease, the
22 adjustment/anniversary month shall be January of each year during the term of the Lease, and the
23 average of the prior January through December CPI-U index values (published each subsequent
24

1 January) shall be used to determine each annual adjustment. The Lessor shall send Lessee a written
2 notice of the annual rental rate adjustment prior to each rental adjustment of the Lease.

3 D. Notice, Place, and Manner of Payments. Payments to the Lessor required by
4 this Lease shall be made to the Airport Administration Office, with checks payable to the "City of
5 Billings," at the address set forth herein in Article X, or at such other place, or by whatever payment
6 method that the Lessor may determine and as the Lessor may hereafter approve and notify Lessee.
7 Payments shall be made in legal tender of the United States of America.

8 E. Additional Fees, Charges, and Rentals. Lessee shall pay additional fees,
9 charges, and rentals under the following conditions:

10 1) If Lessor has paid any sum or sums, or has incurred any obligation or
11 expense for which Lessee has agreed to pay or reimburse Lessor for, or

12 2) If Lessor is required or elects to pay any sum or sums, or incurs any
13 obligations or expense because of the failure, neglect, or refusal of Lessee to timely
14 perform or fulfill any of the terms, covenants, or conditions of this Lease.

15 Such payments shall include all interest, costs, damages, penalties, and
16 administrative charges in conjunction with such sums so paid or expenses so incurred, and may be
17 added to any installment of the fees, charges, and rental thereafter due hereunder. Each and every part
18 of such payment shall be recoverable by the Lessor in the same manner and with like remedies as if it
19 were originally a part of the basic fees, charges, and rental, as set forth herein.

20 For purposes of this paragraph, and in any action or proceeding of any kind
21 between the parties hereto, any receipt showing the payment of any sum or sums by the Lessor for any
22 work done or material furnished shall be prima facie evidence against Lessee that the amount of such
23 payment was necessary and reasonable.
24

1 ARTICLE V

2 OBLIGATIONS OF LESSOR

3 A. Lessor Warranties. Lessor warrants all things have happened and have been
4 done to make its granting of said Lease effective and that Lessee shall have peaceful possession and
5 quiet enjoyment of the leased Premises during the term hereof, upon performance of Lessee's
6 covenants herein.

7 B. Operation as Public Airport. Lessor shall, during the term hereof, operate and
8 maintain the Airport and its public Airport facilities, to include all necessary landing area
9 appurtenances including, but not limited to, approach areas, runways, taxiways, aprons, aircraft and
10 automobile parking areas, roadways, sidewalks, navigational aids, lighting facilities, Terminal
11 facilities, or other public facilities appurtenant to said Airport, as a public Airport consistent with and
12 pursuant to the sponsor's assurances given by Lessor to the U.S. Government under the Federal Airport
13 Act.

14 C. Condition and Maintenance of Premises. Lessor shall assume no responsibility
15 for the condition of the Premises after delivery of Premises to Lessee.

16 D. Highway Access/Entrance Approaches. Lessee shall be responsible to
17 coordinate any approvals for highway access or entrance approaches to the Premises with the Montana
18 Department of Transportation. All construction of access or entrance approaches and costs thereof
19 shall be the responsibility of the Lessee. If necessary, Lessor will cooperate with Lessee in seeking
20 approvals from the Montana Department of Transportation for highway access or entrance approaches.
21

22 ARTICLE VI

23 OBLIGATIONS OF LESSEE

24 A. Condition of Premises. It shall be the sole responsibility of the Lessee to

1 develop, keep, maintain, and operate the entirety of the Premises and all improvements and facilities
2 placed thereon at Lessee's sole cost and expense. This Lease in every sense shall be without cost or
3 expense to the Lessor. Lessee accepts the Premises in its present condition and will repair and
4 maintain any installations thereon, and will remove or cause to be removed any debris to the extent
5 required for its continuing use thereof.

6 B. Improvements. Lessee shall have the right to and shall provide for the future
7 construction, alteration, expansion, security, and maintenance of its own improvements, in any lawful
8 manner, upon or on the Premises, for the purpose of carrying out any of the activities provided for
9 herein, but shall first obtain the prior written approval of Lessor for any such construction, alterations,
10 or expansion, and any other required approvals, when such construction, alterations, or expansion has
11 the potential to impact highway access, traffic flow, Lessor's access, the FAA LLWAS system located
12 on an adjacent parcel, storm water retention, any improvements or maintenance that might require
13 FAA review of height restrictions, or involve hazardous materials. Any improvements by Lessee and
14 its contractors shall be conducted in an orderly and proper manner, and shall not otherwise disturb,
15 create a hazard, or interfere with other projects on, or the operations of the Airport. Lessee shall
16 promptly comply, and shall cause its contractors to comply, with any reasonable request from the
17 Lessor to correct its conduct or that of its contractors. If Lessee or its contractors fail to comply with
18 these provisions, the Lessor shall have the right to stop any or all work being performed until such
19 compliance is achieved, without terminating this Lease. Lessee shall provide and maintain any
20 obstruction lights and all similar equipment or devices now or at any time required by any applicable
21 law, rule or regulation, or FAA oversight.

22 C. Maintenance. Lessee shall, at its sole cost and expense, throughout the Term of
23 this Lease and any extension thereof, maintain the Premises, improvements, and appurtenances thereto
24

1 in a safe, sanitary, presentable condition free of refuse and debris consistent with good business
2 practice and acceptable to Lessor. Lessee's maintenance responsibility shall include fence construction
3 and maintenance, grass, shrub, and tree maintenance, mowing and pruning, pest and weed control, and
4 keeping the Premises free from hazards to persons and property. Lessor acknowledges Lessee's right
5 to use approved weed and brush control measures as it sees fit to protect Lessee's operation and the
6 Premises. Any snow removal needed on the Premises shall be the sole responsibility of the Lessee.
7 Lessee warrants and agrees that Lessee shall restore, rehabilitate, or replace all improvements that may
8 be destroyed or damaged by fire, casualty, or any other cause. Lessee shall, at its sole cost and
9 expense, take such measures as may be necessary to keep the Premises policed, secured, and in good
10 repair. The Lessor shall have no obligation or responsibility to keep the Premises policed, secured, or
11 in good repair.

12 D. Utilities. Lessee shall assume and pay for all costs or charges for all utility
13 services utilized by Lessee on the Premises during the term hereof and extension thereof.

14 E. Trash, Garbage, Refuse, Etc. Lessee, at its sole cost, shall provide a complete
15 and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other
16 refuse occurring as a result of Lessee's occupancy of the Premises, in accordance with standards
17 established by the City of Billings.

18 F. Signs. Lessee shall not place, install, or maintain any billboards or advertising
19 signs on the Premises; provided, however, that Lessee may maintain on the outside of its facility, its
20 name(s) or signs, the size, location, and design of which shall be subject to written approval of Lessor
21 prior to installation.

22 G. Storm Water Pollution Prevention Plan (SWPPP). Lessee shall develop and
23 maintain a SWPPP for the Premises in accordance with any and all applicable Federal, State, and
24

1 Local regulations, identifying all of the activities and conditions on the Premises that could cause
2 water pollution and detailing the steps the Lessee will take to prevent the discharge of any unpermitted
3 pollution and a spill response plan. Lessee shall provide a current copy of its SWPPP to the Lessor.
4 Lessee shall establish a system of periodic inspections, cleaning, and maintenance to keep any
5 drainage structures clean and operational. Lessee shall see that special care is taken to pile removed
6 snow in a location that will permit water generated by melting of the snow piles to flow into the
7 drainage system on the Premises.

8 H. Federal, State, and Local Regulations. Lessee acknowledges that the right to
9 use said City property shall be exercised subject to and in accordance with the laws, rules, regulations,
10 and ordinances of the United States of America, the State of Montana, and the City of Billings, now in
11 force or hereafter prescribed or promulgated by authority or by law and shall be closely observed
12 during the full term of this Lease and any extension thereof. Lessee shall comply with all statutes,
13 laws, and ordinances of all Federal, State, Local, and other governmental authorities.

14 I. Hazardous Materials. Lessee assumes full responsibility for its proper and legal
15 use, handling, storage, and disposal of any hazardous materials or substances used or consumed in the
16 conduct of its business on the Premises. Lessee shall comply with all applicable environmental laws,
17 and obtain and maintain any and all environmental permits pertaining to the proper use and storage of
18 any hazardous materials on the Premises. Storage of any chemicals, solutions, solvents, or any
19 potentially hazardous, explosive, or flammable materials or substances on the Premises required by
20 Lessee in the operation of its substation, shall be done in full compliance with all applicable laws.

21 In the event of any release or threatened release of hazardous materials caused,
22 handled, or owned by the Lessee, its employees, agents, contractors, suppliers, or invitees, and which
23 is required by applicable environmental laws and environmental permits, regulations, or any plan or
24

1 program prepared in response to environmental laws, or environmental permits to be reported by
2 Lessee, whether as a result of negligent conduct or otherwise, at, on, about, or under the Premises, or
3 in the event any written claim, demand, complaint, or action is made or taken against Lessee that
4 pertains to Lessee's failure or alleged failure to comply with environmental laws or environmental
5 permits at the Premises or which pertains to the release of hazardous materials by Lessee at the
6 Premises, Lessee shall notify the Lessor as soon as reasonably practical of all known facts pertinent to
7 such release, threatened release, claim, demand, complaint, notice, or actions so made. If Lessee is
8 required, by any environmental laws, environmental permits, or governmental agency, to file a written
9 notice or report of a release or threatened release of hazardous materials in, on, about, or under the
10 Premises, Lessee shall simultaneously provide a copy of such notice or report to the Lessor.

11 Lessee shall promptly and timely undertake all necessary steps of remediation
12 work required to remedy and remove at its cost any hazardous material, or environmental condition or
13 damage to the extent caused by, or resulting from the activities, conduct, use, or presence of Lessee, its
14 employees, agents, contractors, suppliers, or invitees at the Premises, whether resulting from negligent
15 conduct or otherwise. Such remediation work shall be consistent with remediation standards
16 established by or derived from the appropriate government agency responsible for enforcing
17 environmental laws or environmental permits. Such remediation work shall be performed at Lessee's
18 expense. Except in the event of an emergency, such remediation work shall be performed after Lessee
19 timely and promptly submits to the Lessor a written plan for completing the remediation work and
20 receives the prior written approval of the Lessor, provided however, that the Lessor's approval shall
21 not be unreasonably withheld or delayed.

22 The Lessor expressly reserves the right to review and approve any proposed
23 remedial investigations, work plans, interim and final remedies, institutional controls, environmental
24

1 covenants, or other associated documents prior to submittal to the relevant governmental agency or
2 agencies responsible for enforcing environmental laws and environmental permits for establishing
3 cleanup levels. Neither remediation work or an ongoing remediation, including any testing or
4 monitoring, nor the use of institutional controls, shall either unreasonably or materially impair or
5 interfere with the Lessor's current and/or future use and enjoyment of its property including the
6 Premises, or that of current or future tenants. The Lessor shall have the right to conduct a reasonable
7 review and inspect all such remediation work at any time using consultants and representatives of its
8 choice. Upon reasonable notification to Lessee, the Lessee shall allow Lessor access and cooperate
9 fully with any such inspections. Such inspections shall not unreasonably interfere with Lessee's
10 operations. If the Lessor's inspection results in any type of written report, the Lessor shall provide
11 Lessee an opportunity to timely review and comment on the report. Lessee shall provide the Lessor
12 with copies of any and all notices of alleged non-compliance issued by governmental agencies
13 responsible for enforcing environmental laws or environmental permits and Lessee's responses to such
14 notices, and any consent orders or administrative determinations issued by such governmental
15 agencies.

16 Lessee will hold Lessor harmless from and indemnify Lessor against and from
17 any damage, loss, expenses, or liability to the extent resulting from any breach of these representations
18 and warranty including all reasonable attorneys' fees and costs incurred as a result thereof.

19 J. Adverse Effect or Interference. Lessee shall not exercise the rights granted by
20 this Lease in such a way as to interfere with or adversely affect the use, operation, maintenance,
21 expansion, or development of the Airport, or with the operation of other tenants or users of the
22 Airport. Lessee shall not construct or install any obstruction that interferes with air navigation, as such
23 are defined from time to time by application of criteria of the FAA, or that would interfere with the
24

1 operation of air navigation aids currently on the Premises, or the safety of air navigation and air
2 transportation.

3 ARTICLE VII

4 INSURANCE AND INDEMNIFICATION

5 A. Indemnification. Lessor and Lessor's officers, directors, agents, representatives,
6 and employees shall stand indemnified by Lessee as herein provided. It is expressly understood and
7 agreed that Lessee is and shall be deemed an independent contractor and operator responsible to all
8 parties for its respective acts or omissions and that Lessor shall in no way be responsible therefore. It
9 is further agreed that in the use of the Airport property, in the construction, alteration, or maintenance
10 of any improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Lessee
11 shall indemnify, save harmless, and defend the Lessor and Lessor's officers, directors, agents,
12 representatives, and employees from any and all losses that may result to the Lessor and Lessor's
13 officers, directors, agents, representatives, and employees because of any negligence, or intentionally
14 wrongful acts, or omissions on the part of the Lessee or Lessee's agents, representatives, and
15 employees occurring on the Premises, and shall indemnify Lessor against any and all mechanic's and
16 materialmen's liens or any other type of liens imposed upon the Premises as a result of Lessee's
17 activities thereon.

18 Lessee expressly agrees that Lessor shall not be liable to Lessee, for personal
19 injury, bodily injury, or for any loss or damage to real or personal property occasioned by flood, fire,
20 earthquake, lightning, windstorm, hail, or any other act of God, or explosion, riot, strike, civil
21 disobedience or commotion, aircraft, smoke, vandalism, malicious mischief, or acts of civil authority,
22 unless caused by the fault or negligence of Lessor, its officers, directors, agents, representatives, or
23 employees.
24

1 B. Insurance. Lessee shall provide and keep in force for the term of this Lease a
2 comprehensive liability policy (occurrence form only), providing coverage for personal injury, bodily
3 injury, death, property damage, and environmental liability in amounts not less than \$5,000,000 per
4 occurrence. Lessor acknowledges Lessee's option and ability to self-insure as a means to cover its
5 obligations of this paragraph.

6 The comprehensive liability policy shall be endorsed to name the City of
7 Billings as a **PRIMARY ADDITIONAL INSURED**. The City of Billings' general liability policy
8 will be excess and noncontributory. At the time of execution of this Lease, and annually thereafter,
9 Lessee shall furnish a Certificate of Insurance and associated policy endorsements showing that
10 required insurance is in force. At least fifteen (15) days prior to the expiration of any policy, Lessee
11 shall submit a new certificate of insurance and endorsements showing that such insurance coverage
12 has been renewed. Lessee shall provide notice to Lessor of any changes to insurance or cancellation of
13 any or all insurance at least thirty (30) days in advance of such change or cancellation. Insurance
14 coverage shall be maintained with insurance underwriters authorized to do business in the State of
15 Montana, and that are satisfactory to the Lessor. The continuous maintenance by Lessee of all types of
16 required insurance under this Lease is mandatory. Failure of the Lessee to maintain such insurance is
17 a material breach of this Lease and does not amend this Lease, nor release the Lessee from any other
18 obligations in this Lease.

19 If, in the Lessor's opinion, the minimum limits of the insurance coverage herein
20 required become inadequate during the term of this Lease, Lessee agrees that it will increase such
21 minimum limits by reasonable amounts on request of the Lessor.
22
23
24

1 ARTICLE VIII

2 TERMINATION, CANCELLATION, SUSPENSION, AND TRANSFER

3 A. Termination. This Lease shall terminate at the end of the full term hereof
4 without any notice by either party, except as indicated in Article III.

5 No notice to quit possession at the expiration date of the Term of this Lease
6 shall be necessary. Lessee covenants and agrees that at the expiration date of the Term of this Lease,
7 or at the earlier termination hereof, and absent an approved holding over, it will peaceably surrender
8 possession of the Premises.

9 Upon termination, Lessee shall have the right to remove all moveable fixtures,
10 machinery and equipment, and all other personal property owned or installed by Lessee on the
11 Premises, and all expenses connected with such removal shall be borne by the Lessee.

12 In addition, Lessee has the right to remove, at Lessee's expense, all buildings
13 and other structures owned by Lessee located upon the Premises and shall work with Lessor on a
14 reasonable schedule and plan for removal. Lessee shall remove from the Premises all debris resulting
15 from the removal of the building or structures, and Lessee shall generally leave the Premises in a clean
16 and orderly condition acceptable to Lessor.

17 Upon termination, the Lessee shall not leave or permit to be left any hazardous
18 materials or un-remediated hazardous materials release, accumulation, spill, or any other hazardous
19 materials issue, excluding any such hazardous condition or materials that existed prior to Lessee's
20 tenancy or as the result of the actions of a third party, unless the third party was contracted or
21 authorized by Lessee.

22 In the event the Lessee elects not to remove the buildings and other structures,
23 personal property, fixtures, machinery and equipment, and other improvements upon termination of
24

1 the Lease, the disposition of the buildings and structures, personal property, fixtures, machinery and
2 equipment, and other improvements will be left to the sole discretion of the Lessor. If Lessor elects to
3 remove the buildings and structures, personal property, fixtures, machinery and equipment, and other
4 improvements because of failure of Lessee to do so, the cost of removal, demolition, disposal, and
5 other related actions shall be at Lessee's expense.

6 B. Cancellation by Lessee. This Lease shall be subject to cancellation by Lessee
7 after the happening of one or more of the following events:

8 1) The lawful assumption of the U.S. Government or any other authorized
9 agency thereof, of the operation, control or use of the Airport, or any substantial part or
10 parts thereof, in such a manner that substantially restricts Lessee for a period of at least
11 ninety (90) days from operating in a normal manner.

12 2) Issuance by any court of competent jurisdiction of an injunction in any
13 way preventing or restraining the use of the Airport for Airport purposes, and the
14 remaining in force of such injunction for a period of at least ninety (90) days.

15 3) The default by Lessor in the performance of any covenant or agreement
16 herein required to be performed by Lessor and the failure of Lessor to remedy such
17 default for a period of ninety (90) days after receipt from Lessee of written notice to
18 remedy same.

19 Lessee may exercise such right of termination by written notice to Lessor at any
20 time after the lapse of the above applicable periods of time and this Lease shall terminate as of that
21 date. Rental due hereunder shall be payable only to the date of the happening of the event which
22 results in said termination. Upon termination under the provisions of this Paragraph, Lessee shall have
23 the same rights as described in Article VIII, Paragraph A. herein.
24

1 C. Cancellation by Lessor.

2 1) This Lease shall be subject to cancellation by Lessor in the event Lessee
3 shall:

4 a) Be in arrears in the payment of the whole or any part of the
5 amounts agreed upon hereunder for a period of thirty (30) days after receipt of
6 written notice of a past due payment.

7 b) Apply for, or consent to the appointment of a receiver, a trustee,
8 or liquidator of all or a substantial part of Lessee's assets.

9 c) File a voluntary petition of bankruptcy.

10 d) Make a general assignment for the benefit of creditors.

11 e) File a petition seeking reorganization or arrangement with
12 creditors or take advantage of an insolvency law.

13 f) Default in the performance of any of the covenants and
14 conditions required herein (except rental payments) to be kept and performed
15 by Lessee, and such default continues for a period of ninety (90) days after
16 written notice from Lessor of said default. Lessor agrees that Lessee may
17 require an additional cure period based on conditions present at the time, in
18 which case, Lessee shall work with Lessor on a cure plan and schedule.

19 2) It is agreed that failure of Lessor to take any authorized action upon
20 default by Lessee of any of the terms, covenants, and conditions required to be
21 performed, kept and observed by Lessee, shall not be construed to be or act as a waiver
22 of default or in any subsequent default of any of the terms, covenants, and conditions
23 herein contained to be performed, kept and observed by Lessee. The acceptance of
24

1 monies by Lessor from Lessee for any period or periods after a default by Lessee of
2 any of the terms, covenants, and conditions herein required to be performed, kept, and
3 observed by Lessee shall not be deemed a waiver or estopping of any right on the part
4 of the Lessor to terminate this Lease for failure by Lessee to so perform, keep, or
5 observe any of said terms, covenants, and conditions.

6 3) It is agreed that failure of Lessor to declare this Lease terminated, or to
7 reenter and take possession upon the default of Lessee for any of the reasons set out
8 shall not operate to bar or destroy the right of Lessor to declare this Lease null and void
9 by reason of any subsequent violation of the terms, covenants, and conditions of this
10 Lease.

11 D. Suspension of Lease. During the time of war or declared national emergency,
12 Lessor shall have the right to enter into an agreement with the U.S. Government for use of the landing
13 area or any part thereof, the publicly owned air navigation facilities, and/or other areas or facilities of
14 the Airport, including the Premises, and the rights granted herein. If any such agreement is executed,
15 any provisions of this Lease that are inconsistent with the provisions of the agreement with the U.S.
16 Government shall be suspended immediately upon receipt of written notice from the Lessor, provided
17 that the term of this Lease shall be automatically extended by the amount of the period of suspension.

18 E. Subleasing, Assigning, and Transferring. The Lessee shall have the right to
19 sublease, assign, or transfer all or any part of Lessee's leasehold interest in the Premises for the same
20 purpose established in Article II, Paragraph C., provided that written approval of the Lessor is obtained
21 prior to any sublease, assignment, or transfer. Lessor's approval shall not be unreasonably withheld or
22 delayed. Any sublease, assignment, or transfer shall be subject to the same conditions, obligations,
23 and terms as set forth herein, and as may be subsequently amended, and Lessee shall be responsible for
24

1 the observance by its tenants and sublessees for the terms and covenants of this Lease, and any
2 subsequent lease amendments.

3 ARTICLE IX

4 NONDISCRIMINATION

5 A. General. In the use and occupation of the Airport, Lessee shall not discriminate
6 against any person or class of persons by reason of race, color, religion, sex, national origin or
7 ancestry, age, or disability.

8 B. Civil/Human Rights Laws. In the operation and use of the Airport, Lessee shall
9 not, on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability,
10 discriminate or permit discrimination against any person or group of persons in any manner prohibited
11 by Part 21 of Title 49, Code of Federal Regulations, the Civil Rights Act of 1964, as amended, the
12 Equal Pay Act of 1963, the Rehabilitation Act of 1973, and such other Federal, State, or Local laws as
13 may be applicable.

14 Without limiting the generality of the foregoing, Lessee agrees to not
15 discriminate against any employee or applicant for employment because of race, color, religion, sex,
16 national origin or ancestry, age, or disability. Lessee agrees to take affirmative action to ensure that
17 applicants are employed, and that employees are treated during employment, without regard to their
18 race, color, religion, sex, national origin or ancestry, age, or disability. Such action shall include, but
19 not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment
20 advertising; layoff or termination; rates of pay or other forms of compensation; selection for training;
21 and disciplinary actions and grievances.

22 C. Lessee, for itself, its heirs, personal representatives, successors in interest, and
23 assignees, as part of the consideration of this Lease, does hereby covenant and agree as a covenant
24

1 running with the land that, in the event improvements are constructed, maintained, or otherwise
2 operated on the Airport for a purpose for which a U.S. Department of Transportation program or
3 activity is extended or for another purpose involving the provision of similar services or benefits,
4 Lessee shall maintain and operate such improvements and services in compliance with all other
5 requirements imposed pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs
6 of the Department of Transportation), as said regulations may be amended.

7 D. Lessee, for itself, its heirs, personal representatives, successors in interest, and
8 assignees, as a part of the consideration of this Lease, does hereby covenant and agree as a covenant
9 running with the land that:

10 1) No person on the grounds of race, color, religion, sex, national origin or
11 ancestry, age, or disability shall be excluded from participation in, denied the benefits
12 of, or otherwise be subjected to discrimination in the use of said improvements.

13 2) No person on the grounds of race, color, religion, sex, national origin or
14 ancestry, age, or disability shall be excluded from participation in, denied the benefits
15 of, or otherwise be subjected to discrimination in the construction of any
16 improvements on, over, or under such land and the furnishing of services thereon.

17 3) Lessee shall use the facilities in compliance with all other requirements
18 imposed by, or pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted
19 Programs of the Department of Transportation), as said regulations may be amended.

20
21 Lessee assures that it will undertake an affirmative action program as required
22 by 14 CFR Part 152, Subpart E, to ensure that no person on the grounds of race, color, religion, sex,
23 national origin or ancestry, age, or disability shall be excluded from participating in any employment
24 activities covered in 14 CFR Part 152, Subpart E, or such employment activities covered in any

1 applicable State or Local law. Lessee assures that no person shall be excluded on these grounds from
2 participating in or receiving the services or benefits of any program or activity covered by this
3 Article VIII.

4 E. During the performance of this Lease, the Lessee, for itself, its assignees, and
5 successors in interest, agrees to comply with the following nondiscrimination statutes and authorities,
6 including, but not limited to:

7 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78
8 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

9 2) 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of
10 the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of
11 1964);

12 3) The Uniform Relocation Assistance and Real Property Acquisition
13 Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons
14 displaced or whose property has been acquired because of Federal or Federal aid
15 programs and projects);

16 4) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*),
17 as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

18 5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et*
19 *seq.*) (prohibits discrimination on the basis of age);

20 6) Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471,
21 § 47123) as amended (prohibits discrimination based on race, creed, color, national
22 origin, or sex);
23
24

1 7) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the
2 scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age
3 Discrimination Act of 1975, and § 504 of the Rehabilitation Act of 1973, by expanding
4 the definition of the terms "programs or activities" to include all of the programs or
5 activities of the Federal aid recipients, sub-recipients, and contractors, whether such
6 programs or activities are Federally funded or not);

7 8) Titles II and III of the Americans with Disabilities Act of 1990, which
8 prohibit discrimination on the basis of disability in the operation of public entities,
9 public and private transportation systems, places of public accommodation, and certain
10 testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of
11 Transportation regulations at 49 CFR Parts 37 and 38;

12 9) The FAA's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits
13 discrimination on the basis of race, color, national origin, and sex);

14 10) Executive Order 12898, Federal Actions to Address Environmental
15 Justice in Minority Populations and Low Income Populations, which ensures
16 discrimination against minority populations by discouraging programs, policies, and
17 activities with disproportionately high and adverse human health or environmental
18 effects on minority and low income populations;

19 11) Executive Order 13166, Improving Access to Services for Persons with
20 Limited English Proficiency (LEP), and resulting agency guidance, national origin
21 discrimination includes discrimination because of LEP. To ensure compliance with
22 Title VI, you must take reasonable steps to ensure that LEP persons have meaningful
23 access to your programs (70 Federal Regulations at 74087 – 74100);
24

1 future agreement between the Lessor and the U.S. Government or any agency thereof
2 relative to the operation, expansion, improvement, development, or maintenance of the
3 Airport, the execution of which has been or may be required as a condition precedent
4 to the expenditure of Federal funds for the operation, expansion, improvement,
5 development, or maintenance of the Airport.

6 2) Any mortgagee or beneficiary shall have the right to cure any default on
7 the part of Lessee in the payment of rent hereunder and, in the event of default, to
8 assume the Lessee's position under this Lease. Lessor in no event shall be liable for
9 the payment of the sum secured by such mortgage or trust indenture, nor for any
10 expenses in connection with the same. Furthermore, such mortgage or trust indenture
11 shall expressly provide that the mortgagor or beneficiary will seek no monetary
12 judgment against Lessor. The mortgage, trust indenture, or similar instrument shall
13 also contain provisions requiring the holder of the indebtedness secured by such
14 mortgage, trust indenture, or similar instrument to mail to Lessor by certified mail a
15 copy of

16 a) Each notice of breach of covenant, default, or foreclosure given
17 by the holder or the trustee under such mortgage, deed of trust, or similar
18 instrument, and

19 b) The release of any mortgage, trust indenture, or similar
20 instrument.

21 E. Modification and Amendments. Changes or modifications to this Lease shall be
22 done in the form of a lease amendment to be agreed upon and signed by both Lessee and Lessor.

23 F. Access/Inspection by Lessor. The Lessor or any person designated by the
24

1 Lessor, shall at all times have reasonable access to the Premises for the purpose of examining and
2 inspecting the same to determine Lessee's compliance with its obligations under this Lease and for
3 purposes necessary, incidental to, or connected with the performance of the Lessor's obligations
4 hereunder, or in the exercise of the Lessor's governmental functions. Lessor shall also have the right
5 to perform inspections, testing, reporting, surveys, environmental inspections or remediation, studies,
6 and assessments during normal business hours, and shall do so with as little interruption as possible to
7 Lessee's operation. Due to safety and security of Lessee's operations, Lessor agrees to coordinate
8 access with Lessee and Lessee shall not unreasonably delay such access.

9 G. Effect of Invalid Provision. If any term or provision of this Lease or the
10 application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the
11 remainder of this Lease, or the application of such terms or provisions to persons or circumstances
12 other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and
13 provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

14 H. Notices. Notices to Lessor provided for herein shall be sufficient if sent by
15 certified mail, postage prepaid, addressed to:

16 Director of Aviation and Transit
17 Billings Logan International Airport
18 1901 Terminal Circle, Room 216
19 Billings, MT 59105

and notices to Lessee, if sent by certified mail, postage prepaid, addressed to:

20 NorthWestern Energy
21 Land and Permitting Department
22 11 East Park Street
23 Butte, MT 59701-1711
24 Phone: (888) 467-2669

or to such other addresses as the parties may designate to each other in writing from time to time.

1 I. Successors and Assigns. All of the terms, covenants, and agreements herein
2 contained, or as subsequently amended from time to time, shall be binding upon and shall inure to the
3 benefit of successors, assigns, and sublessees of the respective parties hereto.

4 IN WITNESS WHEREOF, the parties hereunto set their hands this ____ day of
5 _____ 20____.

6
7 ATTEST:

CITY OF BILLINGS

8
9 BY _____
CITY CLERK

BY _____
MAYOR

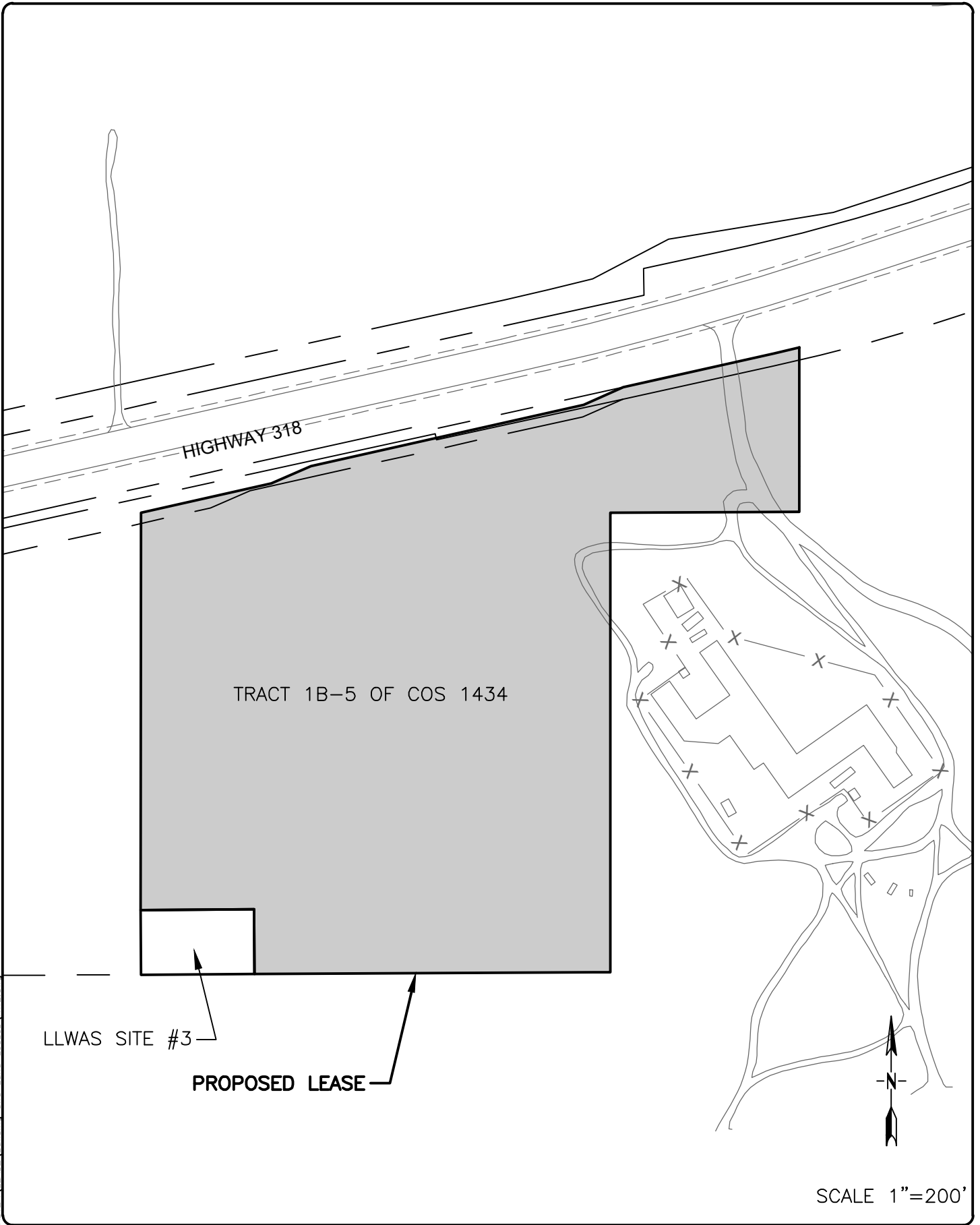
10
11 APPROVED AS TO FORM

NORTHWESTERN CORPORATION,
A DELAWARE CORPORATION, DBA
NORTHWESTERN ENERGY

12
13 BY _____
CITY ATTORNEY

BY _____

V:\2447\000-MASTER LEASE\Building and Land Leases\NWE.dwg



NORTHWESTERN ENERGY LEASE

AVIATION AND TRANSIT DEPARTMENT—CITY OF BILLINGS

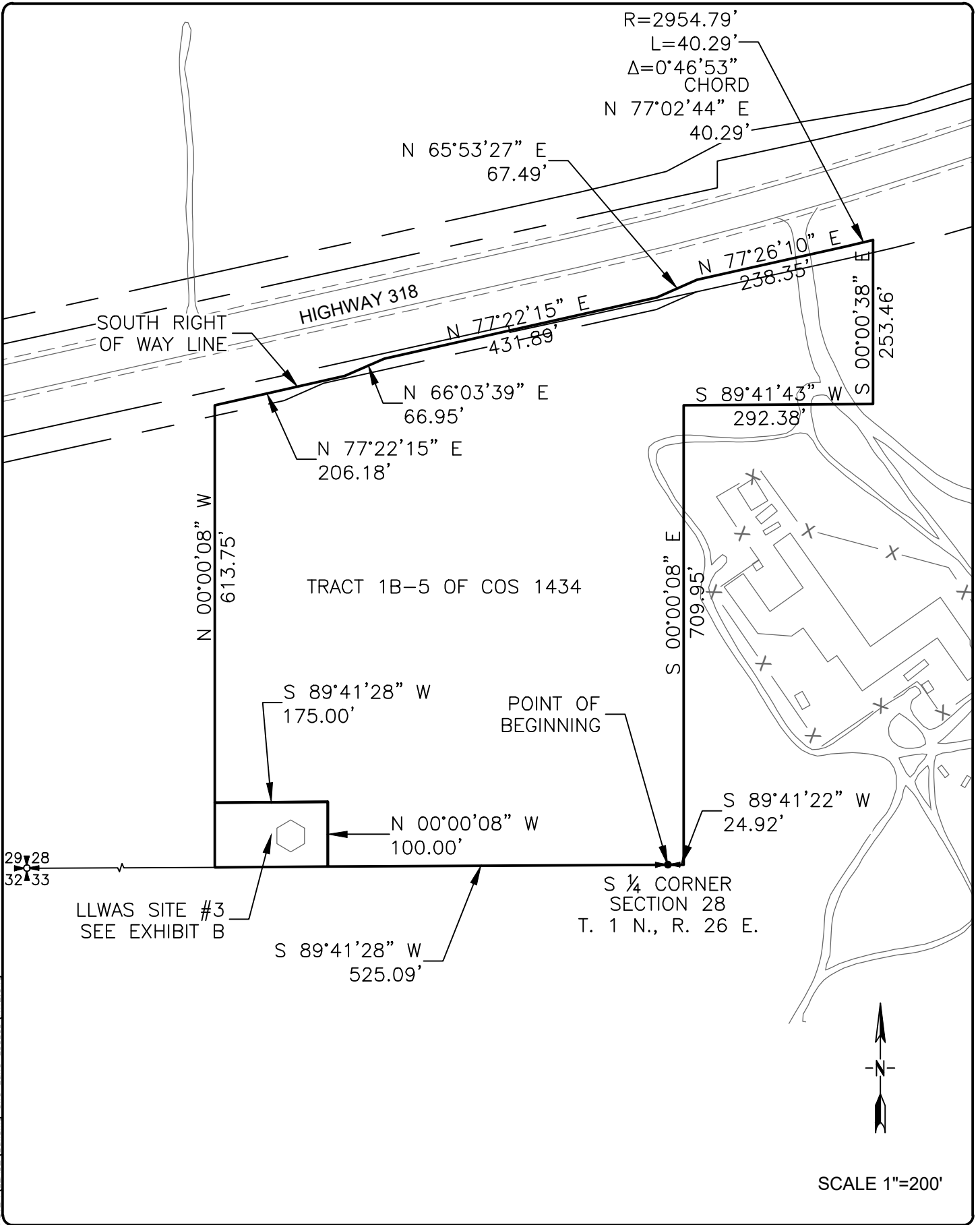
EXHIBIT A 1 of 3



315 N. 25th Street, Suite 102
Billings, MT 59101
Phone: 406.696.6000
Fax: 406.237.1201

ISSUE DATE: NOVEMBER 2020

V:\2447\000-MASTER LEASE\Building and Land Leases\NWE.dwg



NORTHWESTERN ENERGY LEASE

AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

EXHIBIT A 2 of 3



315 N. 25th Street, Suite 102
Billings, MT 59101
Phone: 406.656.6000
Fax: 406.237.1201

ISSUE DATE: NOVEMBER 2020

DESCRIPTION

MAIN PARCEL

A tract of land located in the South 1/2 of the South 1/2 of Section 28, Township 1 North, Range 26 East, P.M.M., Yellowstone County, Montana, being more particularly described as follows:

Commencing at the South 1/4 Corner of said Section 28, Township 1 North, Range 26 East, P.M.M., Yellowstone County, Montana, being Point of Beginning; thence S 89°41'28" W a distance of 525.09 feet; thence N 00°00'08" W a distance of 100.00 feet; thence S 89°41'28" W a distance of 175.00 feet; thence N 00°00'08" W a distance of 613.75 feet; thence N 77°22'15" E a distance of 206.18 feet; thence N 66°03'39" E a distance of 66.95 feet; thence N 77°22'15" E a distance of 431.89 feet; thence N 65°53'27" E a distance of 67.49 feet; thence N 77°26'10" E a distance of 238.35 feet; thence 40.29 feet along a curve to the left having a radius of 2954.79 feet, a central angle of 0°46'53", and a chord bearing and distance of N 77°02'44" E, 40.29 feet; thence S 00°00'38" E a distance of 253.46 feet; thence S 89°41'43" W a distance of 292.38 feet; thence S 00°00'08" E a distance of 709.95 feet; thence S 89°41'22" W a distance of 24.92 feet to the Point of Beginning.

Said Main Parcel containing 628,945 square feet or 14.44 acres net.

V:\2447\000-MASTER LEASE\Building and Land Leases\NWE.dwg

NORTHWESTERN ENERGY LEASE

AVIATION AND TRANSIT DEPARTMENT—CITY OF BILLINGS

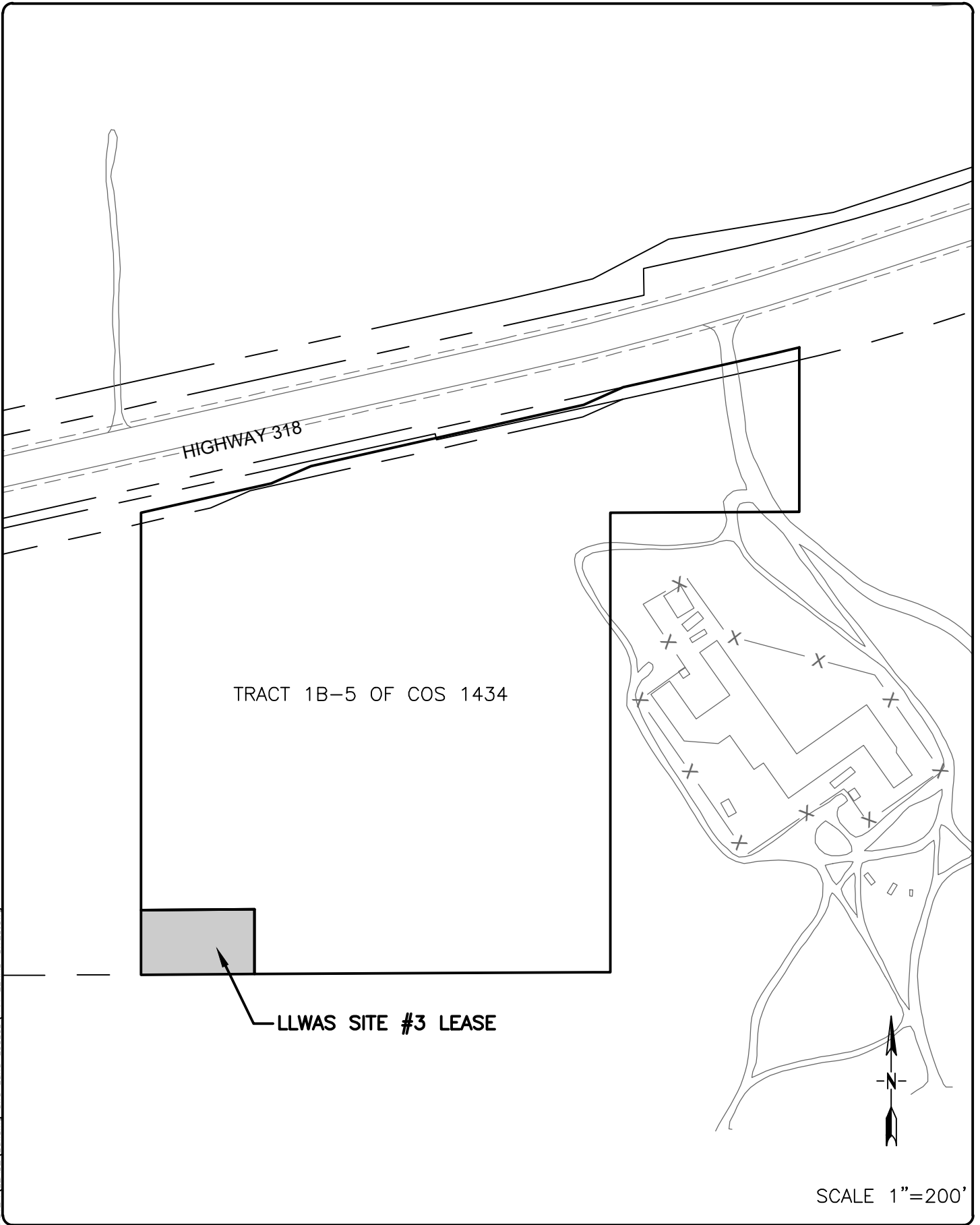
EXHIBIT A 3 of 3

 Morrison
Maierle

315 N. 25th Street, Suite 102
Billings, MT 59101
Phone: 406.656.6000
Fax: 406.237.1201

ISSUE DATE: NOVEMBER 2020

V:\2447\000-MASTER\LEASE\Building and Land Leases\FAA-LLWAS-SITE3.dwg



FAA LLWAS SITE #3 LEASE

AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

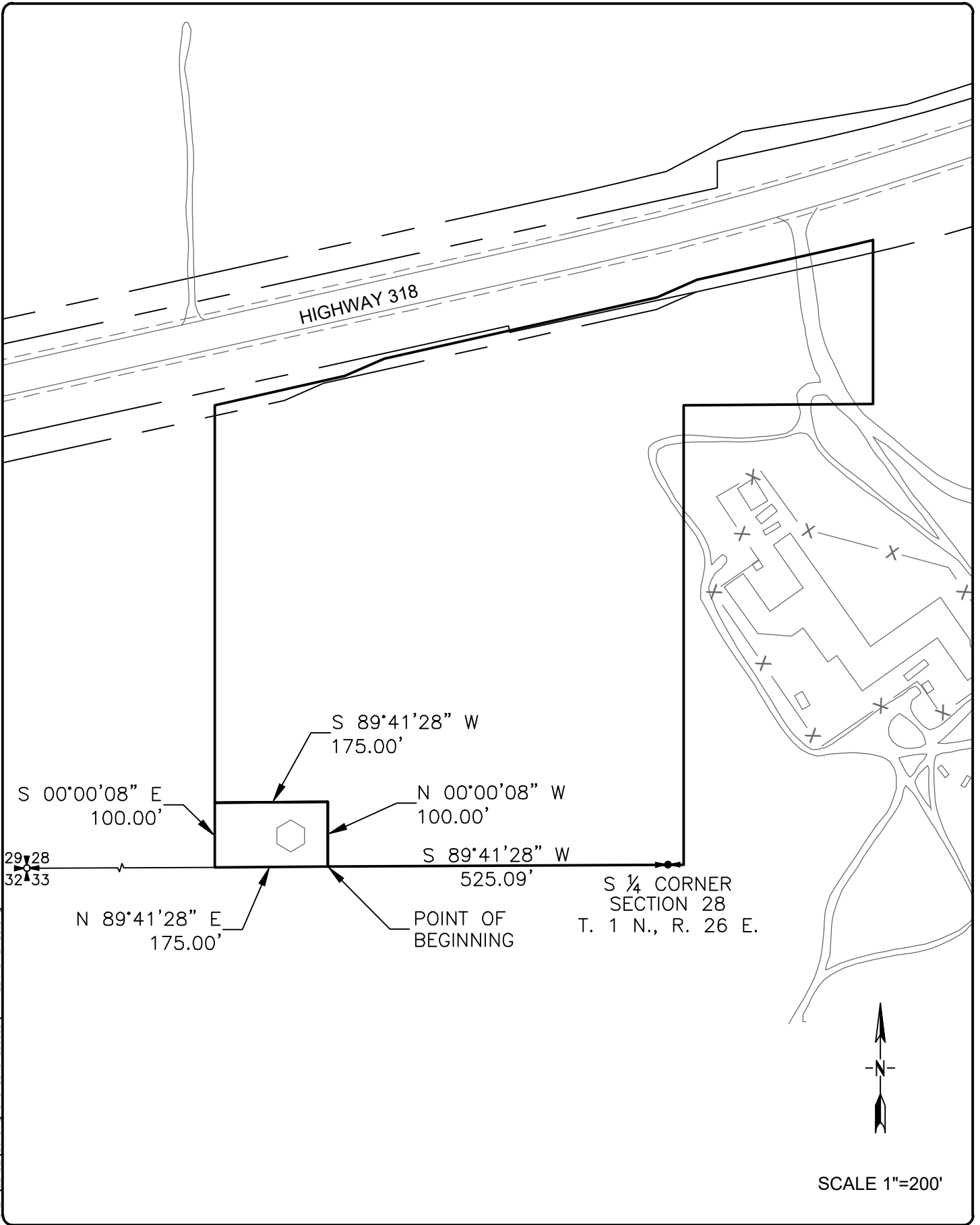
EXHIBIT B 1 of 3



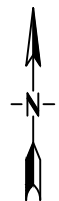
315 N. 25th Street, Suite 102
Billings, MT 59101
Phone: 406.696.6000
Fax: 406.237.1201

ISSUE DATE: NOVEMBER 2020

V:\2447\000-MASTER LEASE\Building and Land Leases\FAA-LLWAS-SITE3.dwg



SCALE 1"=200'



FAA LLWAS SITE #3 LEASE
 AVIATION AND TRANSIT DEPARTMENT—CITY OF BILLINGS

EXHIBIT B	2 of 3
Morrison Maierle	315 N. 25th Street, Suite 102 Billings, MT 59101 Phone: 406.656.6000 Fax: 406.237.1201
ISSUE DATE: NOVEMBER 2020	

DESCRIPTION

A tract of land located in the South 1/2 of the South 1/2 of Section 28, Township 1 North, Range 26 East, P.M.M., Yellowstone County, Montana, being more particularly described as follows:

Commencing at the South 1/4 Corner of Section 28, Township 1 North, Range 26 East, P.M.M., Yellowstone County, Montana; thence S 89°41'28" W a distance of 525.09 feet to Point of Beginning; thence N 00°00'08" W a distance of 100.00 feet; thence S 89°41'28" W a distance of 175.00 feet; thence S 00°00'08" E a distance of 100.00 feet; thence N 89°41'28" E a distance of 175.00 feet to the Point of Beginning, containing 17,500 square feet or 0.40 acres.

V:\2447\000-MASTER\LEASE\Building and Land Leases\FAA-LLWAS-SITE3.dwg

FAA LLWAS SITE #3 LEASE

AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

EXHIBIT B 3 of 3



315 N. 25th Street, Suite 102
Billings, MT 59101
Phone: 406.696.6000
Fax: 406.237.1201

ISSUE DATE: NOVEMBER 2020