GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO. 3

DATE:

TO LEASE NO. LMT14363

ADDRESS OF PREMISES:

Ashley Square

1325 Highway 2 West

Kalispell, Montana 59901-3499

THIS AGREEMENT, made and entered into this date by and between:

BLUMCO PARTNERS

whose address is:

236 Wisconsin Ave, Ste 1

Whitefish, MT 59937-2305

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

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said

Lease is amended.

December 1, 2010

as follows:

The purpose of this Supplemental Lease Agreement (SLA) No. 3, to lease LMT14363, is to amend the lease as stated below:

- 1. Paragraph 1 of the Lease shall be deleted in its entirety and replaced with the following:
- "1. The Lessor hereby leases to the Government the following described premises:

7,699.07 rentable square feet (6,775 usable square feet) of space located on the first (1st) floor of the building located at 1325 Highway 2 West, Kalispell, Montana 59901-3499 (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. The space shall be occupied by and shall occupy 6,629.72 rentable square feet (5,834 usable square feet) and shall occupy 1,069.35 rentable square feet (941 usable square feet). The common area factor is agreed to as 1.1363942 or 13.63942%."

- 2. Paragraph 2 of the Lease shall be deleted and replaced with the following:
- "2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 1, 2010, and continuing for a term through 15 years, expiring November 30, 2025, unless earlier terminated by the Government as described in Paregraph 4 of the Lease."

CONTINUED ON PAGE 2

All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: BLUNCO PARTNERS	MANAGUE Maniste
(Signature)	(Title) 236 WISCONSIO Arz, Smal
(Signature)	(Address) WHITFOH, AT 59937

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, ROCKY MOUNTAIN REGION, PUBLIC BUILDINGS SERVICE, MOUNTAIN PLANS SERVICE CENTER.

BY __ADAM MENZIES

(oiBriggero)

CONTRACTING OFFICER

(Official Title)

Supplemental Lease Agreement No. 3 to Lease No. LMT14363 SFO No. 5MT0013 - Social Security Administration Kallspell, Montana Page 2 of 3

- 3. Paragraph 3 of the Lease shall be deleted in its entirety and be replaced with the following:
- "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 \$126,060.37	
Dec. 1, 2010 Nov. 30, 2020	\$16.37345	\$10,505.03		
Dec. 1, 2020 - Nov. 30, 2025	\$18.33345	\$11,762.54	\$141,150.49	

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 (shell rent only)	Operating Expenses Annual	Taxes Annual (excluded from shell rent annual)	Tenant Improvements Annual	
Dec. 1, 2010 – Nov. 30, 2020	\$60,912.34	\$23,354.72	\$7,560.10	\$34,233.21	
Dec. 1, 2020 - Nov. 30, 2025	\$110,235.67	\$23,354.72	\$7,560.10	\$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 shall be made payable to:

BlumCo Partners 236 Wisconsin Ave, Ste 1 Whitefish, MT 59937-2305"

- 4. Paragraph 4 of the lease shall be deleted and replaced with the following:
- "4. The Government may terminate this lease at any time after November 30, 2020 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. Paragraph 23 of the Lease shall be deleted in its entirety and be replaced with the following:

"23. In accordance with Section 2.3 of SFO 5MT0013, the Total Broker's Co	ommission is projected to be
. This amount is based on a total gross rental amount of \$1,260,603.10 for	the initial 10 years firm term X
⁽⁶⁾ = For the benefit of the Government, the Broker has agreed to	o forego of any
commission that it is entitled to receive in connection with this lease transaction. But	roker shall be paid directly by
Lessor, of the Total Broker's Commission estimated to be	(the "Remaining Broker's
Commission"). The resulting total dollar value of the foregone commission is esti	mated to be (the
"Commission Credit") which shall not be paid to Broker, but shall be applied in equal rental payments due and owing under the Lease. The rental amount payable shall be	e reduced by the Commission
Credit at the commencement of the Lease, over the minimum number of months that we rental, until the Commission Credit has been fully recaptured.	ill not exceed the monthly shell

Supplemental Lease Agreement No. 3 to Lease No. LMT14363 SFO No. 5MT0013 – Social Security Administration Kallspell, Montana Page 3 of 3

The shell portion of the annual rental payment (\$60,912,34717 / 12 months = \$5,076.028931 per month) shall be reduced to fully recapture this Commission Credit. The reduction in shell rental commences with the first full month of rental payment and continues throughout the month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

December 1, 2010 – December 31, 2010 Adjusted Rental Payment: January 1, 2011 – January 31, 2011 Adjusted Rental Payment: February 1, 2011 – February 28, 2011 Adjusted Rental Payment: March 1, 2011 – March 31, 2011 Adjusted Rental Payment: April 1, 2011 – April 30, 2011 Adjusted Rental Payment: May 1, 2011 – May 31, 2011 Adjusted Rental Payment:



December				\$10,505.02583	minus	prorated	Commission	Credit	of	equals
January 20 adjusted Ja	11 Renta	al Payn	nent \$10,5	2010 Rent. 05.02583 minus	prorate	d Commiss	ion Credit of		equals	
	2011 R	ental		\$10,505.02583	minus	prorated	Commission	Credit	of	equals
March 201 adjusted M	1 Rental	Payme	ent \$10,50	5.02583 minus	prorated	Commissi	on Credit of		equals	
	Rental F	aymer		.02583 minus p	rorated	Commissio	on Credit of		equals	
	Rental F	aymer	nt \$10,505	.02583 minus p	rorated	Commissio	n Credit of		equals	

END OF SLA NO. 3

Gov't Lessor