

LEASE
(with Option to Purchase)
Missoula Food Bank and Community Center
and
City of Missoula

This sub-sublease (**Lease**) is made and entered into on the _____ day of _____, 2020 (**Effective Date**) by and between the Missoula Food Bank and Community Center (MFB&CC), a Montana nonprofit public benefit corporation, whose principal address is 1720 Wyoming St., Missoula, Montana 59801 (**Landlord**) and the City of Missoula, whose principal address is 435 Ryman Street, Missoula, Montana 59802, Attn: John Engen, Mayor (**Tenant**).

1. Premises and Lease of Premises. The term **Building** means that building located at 1720 Wyoming St., Missoula, Montana, owned by the Missoula Food Bank and Community Center. The **Premises** consists of all of an approximately 1,661 square foot space (Suite 2) located on the second floor of the Building located on that certain property legally described on Exhibit A (**Property**). On the terms stated in this Lease, Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord for the term beginning on the Lease Commencement Date and ending on the Termination Date, unless extended or sooner terminated pursuant to this Lease.

2. Term. The term (**Term**) of this Lease shall be for an approximate five (5) year term, commencing on the date upon which Landlord has completed the Tenant improvements with respect to the Premises described under the section of this Lease captioned "Improvements and Alterations; Initial Alterations" and the Premises are available for occupancy, approximately July 1, 2020, (**Commencement Date**) and continuing through midnight on the day of the fifth (5th) anniversary of the Commencement Date (**Expiration Date**).

Notwithstanding any other provisions of this Lease, including the default provisions, either party may terminate the term of this Lease Agreement on ninety (90) days' written notice to the other party. Should Landlord terminate this Lease, Landlord shall immediately reimburse in full all Tax Increment Financing provided through the Missoula Redevelopment Agency, described in the section of this Lease captioned "Improvements and Alternations; Initial Alterations."

3. Rent. During the Term, Landlord agrees to rent Premises to Tenant at a rate of one dollar (\$1.00) per year.

4. Possession. Tenant's right to possession and obligations under this Lease shall commence on the Commencement Date. Landlord shall have no liability for delays in delivery of possession and Tenant will not have the right to terminate this Lease because of delay in delivery of possession except as hereinafter provided, it being understood that occupancy cannot occur until Landlord has completed the improvements to the Premises which will be in control of the Tenant, and Landlord has obtained a Certificate of Occupancy from the City of Missoula for the Premises.

5. Option to Purchase. So long as the Property is no longer subject to any financing, Landlord hereby grants Tenant an option to purchase the Premises as a condominium purchase within 180 days after the Expiration Date. Tenant must provide Landlord with written notice of its intent to

exercise such option at least ninety (90) days prior to the Expiration Date. Landlord shall allow Tenant continuous occupancy of the Premises during the acquisition period as set forth in the section of this Lease captioned "Holdover During Acquisition Period or Upon Failure to Exercise Option."

Upon Tenant's exercise of the option to purchase and the actual transfer of legal title of the Premises to Tenant, this Lease shall expire and be of no further force and effect, provided that all sums owing to Landlord upon such expiration shall be paid prior to the actual transfer of legal title to the Premises from Landlord to Tenant. The notice requirements of this Section may be waived at the sole discretion of Landlord, provided that such waiver is in writing. Landlord's execution of a Purchase and Sale Agreement with Tenant as the purchasing party shall constitute such written waiver. The price at which Tenant may purchase the Premises shall be the amount equal to the amount Tenant provided for construction under the section of this Lease captioned "Improvements and Alterations; Initial Alterations."

All costs of closing the sale shall be borne by Tenant, with the exception of standard title insurance. The terms of this purchase not specifically covered under this Agreement will be negotiated at the time the option to purchase is exercised. At Landlord's option, Landlord may terminate this option to purchase if the option is not exercised within one hundred eighty (180) days of the Expiration Date or upon any default of the Tenant hereunder that remains uncured after the applicable cure period. A time extension may be granted if mutually agreed upon in writing by both parties.

Should Landlord terminate this option to purchase, Landlord shall immediately reimburse in full all Tax Increment Financing provided through the Missoula Redevelopment Agency, described under the section of this Lease captioned "Improvements and Alterations; Initial Alterations." The termination of the option to purchase hereunder shall be a separate remedy and shall have no effect upon the rights or obligations of the parties hereunder with respect to any other provision of this Lease.

It is expressly agreed that the provisions of this section captioned "Option to Purchase" are subject to the provisions of the sections of this Lease captioned "Subordination" and "Subject to Ground Lease and Sublease."

6. Holdover During Acquisition Period or Upon Failure to Exercise Option. During the acquisition period, or if Tenant fails to exercise the option to purchase set forth in the section of this Lease captioned "Option to Purchase," Landlord shall have the option to treat Tenant as a tenant in six month (6 month) increments, subject to all of the provisions of this Lease except the provisions for term, or to eject Tenant from the Premises. Should Landlord eject Tenant from the Premises, Landlord shall reimburse in full all Tax Increment Financing received from the Missoula Redevelopment Agency, described under the section of this Lease captioned "Improvements and Alterations; Initial Alterations."

7. Subletting. By signing this Lease, Landlord agrees that Tenant may immediately sub-sublease the whole of the Premises (**Sublease**) to Partnership Health Center, a federally qualified health center and a division of Missoula County (**Sublessee**) for the sole purposes of operating a federally qualified health center, and; *provided, further*, the Sublease to Sublessee shall be subject in its entirety to the terms and conditions of this Lease, including that upon any termination or expiration of this Lease any Sublease shall also terminate. Sublessee shall have no right to occupy the Premises until the Commencement Date and such time as the Landlord has reviewed and approved the Sublease. Tenant may not otherwise assign or sublease this Lease except as expressly provided herein.

8. Use of the Premises. The Premises shall be used for the purpose of operating a federally qualified health center as described in the section of this Lease captioned "Subletting," or for other free community-benefit programs as mutually agreed upon by the Landlord and Tenant.

In connection with the use of the Premises, Tenant and Sublessee shall conform to all applicable laws and regulations of any public authority affecting the Premises, and correct at Tenant's or Sublessee's own expense any failure of compliance created through Tenant's or Sublessee's fault or by reason of Tenant's or Sublessee's use, but Tenant or Sublessee shall not be required to make any structural changes to effect such compliance unless such changes are required because of Tenant's or Sublessee's specific use and are otherwise approved in writing by Landlord.

9. Building Services, Utilities, Maintenance, and Repairs. Building services, utilities, maintenance, and repairs to the Premises shall be accommodated pursuant to a Facility Use Agreement between Landlord and Sublessee, and attached as a part of this Lease as described in the section of this Lease captioned "Entire Agreement."

Tenant and Sublessee shall have no claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities in performing any repairs, replacements, alterations, or other work performed on or around the Property.

10. Improvements and Alterations.

a) **Initial Alterations.** Tenant, through the Missoula Redevelopment Agency, is providing an amount up to Four Hundred Thirty Three Thousand Eight Hundred Forty and No/100 Dollars (\$433,840.00) in Tax Increment Financing to Landlord for the purpose of construction of the interior of the Premises, including, without limitation, interior walls, commercial grade carpet, utilities, and other interior finishes. Landlord shall be responsible for all architectural design and construction activities.

b) **Additional Improvements and Alterations Prohibited.** Except as otherwise set forth in this section of the Lease captioned "Improvements and Alterations," neither Tenant nor Sublessee shall make additional improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent, which shall not be unreasonably withheld. All improvements and alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.

11. Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by either Landlord, Tenant or Sublessee shall be conveyed with the Premises when and if Tenant purchases the Premises as set forth herein. If Tenant does not exercise its option to purchase the Premises, or such option is terminated by Landlord, all improvements and alterations shall become Property of Landlord and neither Tenant nor Sublessee shall have any right to remove such improvements or alterations. Should Landlord terminate option to purchase the Premises, Landlord shall immediately reimburse in full all Tax Increment Financing provided through the Missoula Redevelopment Agency, described under the section of this Lease captioned "Improvements and Alterations; Initial Alterations."

12. Furnishings and Equipment. The parties agree that furniture, fixtures, equipment or

personal property located on the Property or in the Building on the Commencement Date are owned by Landlord and shall continue to be owned by Landlord through the term of this Lease. The parties agree that Sublessee shall provide all furniture, fixtures, equipment or personal property necessary for its health center operations. All furniture, equipment or personal property provided by Sublessee is the property of Sublessee, and shall be removed by Sublessee at Sublessee's sole cost and expense should Sublessee terminate Sublease.

13. No Liens or Encumbrances. Tenant and Sublessee agree not to permit any lien or encumbrance from any source or for any purpose whatsoever to remain against the Premises during the term of this Lease. In the event any lien or encumbrance is filed against the Premises as a result of the action or inactions of Tenant or Sublessee, Tenant or Sublessee shall have the lien or encumbrance removed, at Tenant's or Sublessee's sole cost and expense, within ten (10) days of the date the lien or encumbrance is filed.

14. Compliance with Environmental Laws. Tenant and Sublessee shall comply with all Environmental Laws, regulations, rules, permits and orders now existing or in the future enacted or amended by any governmental authority with jurisdiction over environmental matters. Except in the ordinary course of operating a federally qualified health center, and then only in compliance with applicable Environmental Laws, Tenant and Sublessee shall not permit anything to be done in or around the Premises which may subject Landlord to any liability for cleanup costs, expenses, liabilities or any other costs, damages, fines or penalties under any Environmental Laws, including but not limited to the generation, transportation, management, handling, treatment, storage, manufacture, emission, disposal or deposit of any Hazardous Substances, or fill or other material containing Hazardous Substances on or around the Premises, and Tenant and Sublessee agree to indemnify, defend and hold Landlord's officers, directors, shareholders, partners, members, employees, agents and related parties harmless from any such cleanup costs, expenses, liabilities or any other costs, damages, fines or penalties. Landlord shall be permitted to inspect the Premises at reasonable times and conduct environmental investigations, including the taking of samples, to monitor Sublessee's compliance with this paragraph. For purposes hereof the term "Environmental Laws" shall mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 43 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto. For purposes hereof the terms "Hazardous Substances" shall mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. The provisions of this section shall survive termination or expiration of this Lease.

15. Landlord's Representations. Landlord represents to and covenants with Tenant that:

- a) Landlord owns a leasehold interest in the Premises, subject to no liens except for:
 - i. any liens which Landlord has previously disclosed to Tenant; and
 - ii. assessments for the current year and subsequent years, not yet due and payable;
- b) Landlord has obtained all consents or approvals which Landlord may require from any and all third parties or governmental agencies and as needed to fulfill its obligations to Tenant and Sublessee under this Lease;
- c) There are no agreements, restrictions, restrictive covenants or the like, whether of record or not, to which Landlord is a party or which would affect the Building or the Premises and Tenant's and Sublessee's quiet and peaceful possession thereof, or that would in any way prohibit or restrict Tenant's and Sublessee's proposed use of the Building and the Premises;
- d) As of the Commencement Date, Tenant's and Sublessee's proposed use of the Premises is permitted under all applicable land use laws, ordinances, bylaws and regulations.

16. Insurance

a) **Landlord's Insurance.** Landlord shall maintain comprehensive general liability insurance coverage for injuries to or death of any person or damage to or loss of property arising out of or in any way resulting from performance of Lease. Landlord's insurance shall provide for amounts not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$1,000,000 for property damage in any one accident, or the policy may provide a combined single limit for bodily injury and property damage of \$1,000,000.

b) **Tenant's Insurance.** Tenant shall maintain insurance through Montana Municipal Interlocal Authority's self-insurance program, as allowed pursuant to Montana Code Annotated § 2-9-211. Such insurance shall be endorsed to provide that the insurance shall be primary to and not contributory to any similar insurance carried by Landlord, and shall contain a severability of interest clause.

17. Indemnification. Landlord shall protect, defend, indemnify and hold Tenant harmless from and against any and all claims, damages, losses, liens, judgments, penalties, expenses (including reasonable attorney and consultant fees), and/or liabilities except for those caused by the misconduct or negligent acts or omissions of Tenant, Sublessee, contractors, agents and invitees, arising out of or relating to injury to any person or loss of or damage to property which occurs on or in the Building excluding the Premises.

Tenant shall protect, defend, indemnify and hold Landlord harmless from and against any and all claims, damages, losses, liens, judgments, penalties, expenses (including reasonable attorney and consultant fees), and/or liabilities except for those caused by the misconduct or negligent acts or omissions of Landlord, arising out of or relating to injury to any person or loss of or damage to property which occurs in the Premises.

The indemnities set forth in this section shall survive the expiration or earlier termination of this Lease.

18. Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times, with 24 hours advance notice to determine the necessity of repair, maintenance or compliance with this Lease. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant or Sublessee written notice of the repairs that are required.

To the extent practicable, Landlord agrees to schedule inspections of the Premises outside of the hours during which Sublessee is providing medical care services which are: 8:00 a.m. to 7:00 p.m. Monday, Tuesday and Thursday; 8:00 a.m. to 3:00 p.m. Wednesday and Friday.

19. Taxes. Landlord and Tenant are exempt from payment of real property taxes, and shall take such actions as are necessary in order to maintain the tax exempt status of the Premises. Landlord and Tenant shall pay any applicable special assessments.

20. Default. Each of the following events shall be deemed a default and a breach of this Lease by either party:

- a) Failure to perform any of the obligations of this Lease;
- b) Failure to comply with agreements entered into through dispute resolution; and
- c) The appointment of a receiver to take possession of the Premises, including but not limited to assignment for the benefit of creditors or voluntary or involuntary bankruptcy proceedings.

Upon the occurrence of a default, the non-defaulting party shall provide written notice of the default to the defaulting party. The parties shall then engage in the dispute resolution process set forth in the section of this Lease captioned "Dispute Resolution." If the parties are not able to resolve the dispute to the parties' mutual satisfaction within thirty (30) days of the date that the non-defaulting party provides written notice of the default, then the non-defaulting party shall have the right to immediately terminate this Lease by providing written notice of termination to the defaulting party. Thereafter, the non-defaulting party may pursue all remedies provided in this Lease or under Montana law.

21. Termination and Reletting.

a) **Termination.** Notwithstanding any other provisions of this Lease, including the default provisions, either party may terminate the term of this Lease Agreement on ninety (90) days' written notice to the other party. Should Landlord terminate this Lease, Landlord shall immediately reimburse in full all Tax Increment Financing provided through the Missoula Redevelopment Agency, described under the section of this Lease captioned "Improvements and Alterations; Initial Alterations." If the Tenant terminates this Lease, abandons the Premises or otherwise no longer occupies the Premises under this Lease (notwithstanding the Tenant's purchase of the Premises), Landlord shall have no obligation to reimburse any portion of the Tax Increment Financing received from the Missoula Redevelopment Agency.

b) **Reletting.** Landlord may relet the Premises only upon full reimbursement of Tax Increment Financing to the Missoula Redevelopment Agency, described in the section of this Lease captioned "Improvements and Alterations; Initial Alterations."

22. Damage and Destruction. If the Premises are partly damaged, and the circumstances described in the paragraph below do not apply, and the damage was not due to Tenant's or Sublessee's actions or omissions, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord.

If the Premises are destroyed or damaged such that the cost of repair exceeds twenty-five (25%) of the value of the Premises before the damage, either party may elect to terminate the Lease as of the date of the damage or destruction by notice given to the other in writing not more than forty-five (45) days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Landlord shall reimburse in full all Tax Increment Financing provided through the Missoula Redevelopment Agency, described in the section of this Lease captioned "Improvements and Alterations; Initial Alterations." If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

23. Attornment. Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Property, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease provided such purchaser expressly assumes all of the Landlord's obligations hereunder in writing. If this should occur, Landlord shall immediately reimburse in full all Tax Increment Financing provided through the Missoula Redevelopment Agency, described in the section of this Lease captioned "Improvements and Alterations; Initial Alterations."

24. Successors and Assigns. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors, and assigns, and shall be binding upon Tenant, its successors and assigns, and shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment by Tenant has been consented to by Landlord or as permitted by this Lease.

25. Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

26. Attorney Fees. Parties to this Lease shall each pay for their own attorney's fees in any legal action or any other dispute brought or raised for the enforcement of this Lease or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Lease.

27. Notices. Any notice required or permitted under this Lease shall be given when actually delivered or forty-eight (48) hours after deposited in United States mail as certified mail addressed to

the address first given in this Lease or to such other address as may be specified from time to time by either of the parties in writing.

28. Recordation. This Lease shall not be recorded without the written consent of Landlord *provided that*, Tenant or Landlord shall have the right to record a Memorandum of Lease in the real estate records of Missoula County, Montana, providing notice of Tenant's rights hereunder, specifically including Tenant's right to possession and the option to purchase granted hereunder.

29. Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this Lease.

30. Entire Agreement. This Lease shall be combined with the following to set forth all the promises, agreements, conditions, and understandings between Landlord, Tenant, and Sublessee to constitute the entire agreement for the Premises:

a) Development Agreement Between Missoula Food Bank and Community Center and Missoula Redevelopment Agency, dated _____, 2020, and;

b) Sublease Between City of Missoula and Partnership Health Center, Incorporated, dated _____, 2020, and

c) Facility Use Agreement Between Missoula Food Bank and Community Center and Partnership Health Center, Incorporated, dated _____, 2020.

These combined documents set forth all the promises, agreements, conditions, and understandings between Landlord, Tenant, and Sublessee relative to the Property, Building and/or Premises, and there are no promises, agreements, conditions, or understandings, either oral or written, expressed or implied, except as set forth in these documents. Except as herein otherwise provided, no subsequent alterations, amendment, change, or additions to these documents shall be binding upon Landlord, Tenant, or Sublessee unless reduced to writing and signed by Landlord, Tenant and Sublessee.

31. Construction of Agreement. This Lease shall be constructed under the laws of the State of Montana. All headings preceding the text of the several provisions and sub provisions are inserted solely for convenience of reference and none of them shall constitute a part of this Lease or affect its meaning, construction, or effect.

32. Severability. If any term, provision, condition or covenant contained in this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, or be held to be invalid or unenforceable by any court of competent jurisdiction, the remainder of this Lease, the application of such term, provision, condition or covenant to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and all such remaining terms, provisions, conditions and covenants in this Lease shall be deemed to be valid and enforceable.

33. Dispute Resolution. In the event either party fails to perform its obligations under this Lease, the parties shall engage in dispute resolution to attempt to negotiate a mutually acceptable resolution before pursuing judicial remedies. At a minimum, dispute resolution shall include written

notice by the complaining party of the failure to perform to the other party and a reasonable opportunity to provide a response or plan of correction. Responses or plans of correction will be considered by the complaining party and a written response provided to the offering party. The parties may enter into a written agreement for the resolution of the dispute.

34. Arbitration. If the parties are not able to resolve a dispute to the parties' mutual satisfaction within thirty (30) days, the parties shall proceed with arbitration according to the Montana statutes governing arbitration, and the award of the arbitrators shall have the effect therein provided. The arbitration shall take place in Missoula County where the Premises are located. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.

35. Subordination. Subject to Landlord's performance of the obligations to Tenant as set forth in this section captioned "Subordination," Tenant agrees that, the rights of Tenant under this Lease shall be and are subject and subordinate to the lien of any bank or institutional mortgage or mortgages now or hereafter in force against the Premises, which shall expressly be deemed to include MFB Sub CDE, LLC, a Montana limited liability company, its successors and assigns, or upon any buildings now existing or hereafter placed upon the Property of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereof. Should Landlord allow the Building to be foreclosed on by any default on any lien of any bank or other lending institutional mortgage, Landlord shall immediately reimburse in full all Tax Increment Financing received from the Missoula Redevelopment Agency, described in the section of this Lease captioned "Improvements and Alterations; Initial Alterations."

36. Subject to Ground Lease and Sublease. This Lease is subject to all of the terms, covenants, and restrictions (including without limitation the use restrictions) contained in that certain Ground Lease by and between Landlord, as landlord and Missoula Food Bank QALICB, a Montana nonprofit public benefit corporation as tenant (the "**Ground Lease**") and that certain Sublease by and between Landlord, as tenant and Missoula Food Bank QALICB, a Montana nonprofit public benefit corporation, as landlord (the "**QALICB Sublease**"). To the extent a term or condition in this Lease conflicts with a term or condition of the Ground Lease or the QALICB Sublease, the Ground Lease or QALICB Sublease, respectively, shall apply. Likewise, in no event shall Landlord exercise any right to terminate the QALICB Sublease, so long as this Lease remains in effect.

37. Counterparts. This Lease may be executed in multiple counterparts, and each counterpart, when fully executed and delivered, shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument.

[Signature page follows]

**SIGNATURE PAGE TO LEASE
(with Option to Purchase)**

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed in their names by their duly authorized officers as of the Effective Date.

LANDLORD:

TENANT:

Missoula Food Bank, Incorporated

City of Missoula

By: _____
Aaron Brock, Executive Director

By: _____
John Engen, Mayor

Date: _____

Date: _____

STATE OF MONTANA)
) ss.

County of _____)

On this _____ day of _____, 2020, before me the undersigned, a Notary Public for the State of Montana, personally appeared _____ known to me personally (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year first above written.

(Seal)

(Signature)

(Print Name)

Notary Public for the State of _____

Residing at _____

My commission expires _____

STATE OF MONTANA)
) ss.

County of _____)

On this _____ day of _____, 2020, before me the undersigned, a Notary Public for the State of Montana, personally appeared _____ known to me personally (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year first above written.

(Seal)

(Signature)

(Print Name)

Notary Public for the State of _____

Residing at _____

My commission expires _____

EXHIBIT A
LEGAL DESCRIPTION AND PREMISES DEPICTION

EXHIBIT A



Mike Kadas
Director

Montana Department of Revenue



Steve Bullock
Governor

October 21, 2016

Missoula Food Bank
219 S 3rd St W
Missoula MT 59801

RE: Property Tax Exemption
Application Number: 0403416
Property ID: 04-2200-20-1-08-01-0000

County: Missoula

**Property Legal Description: Lot 13B Amended Plat of Riverside Addition,
Block 15 Lots 1 & 2 and 13A**

Dear Applicant:

Processing has been completed on the above referenced application and an exemption is hereby granted in accordance with Part 2, Chapter 6, Title 15 M.C.A., as amended. Exempt status continues so long as the statute and the circumstances set forth in the above referenced application remain unchanged. If circumstances do change, please notify the Department immediately to prevent jeopardizing future applications.

Effective: Tax Year 2016 for Charitable

Please include the application number listed above, for any correspondence regarding this exemption. If you have any questions, feel free to contact me at (406) 444-5698.

Very truly yours,

A handwritten signature in blue ink that reads "Linda Sather".

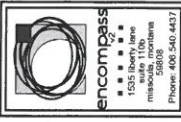
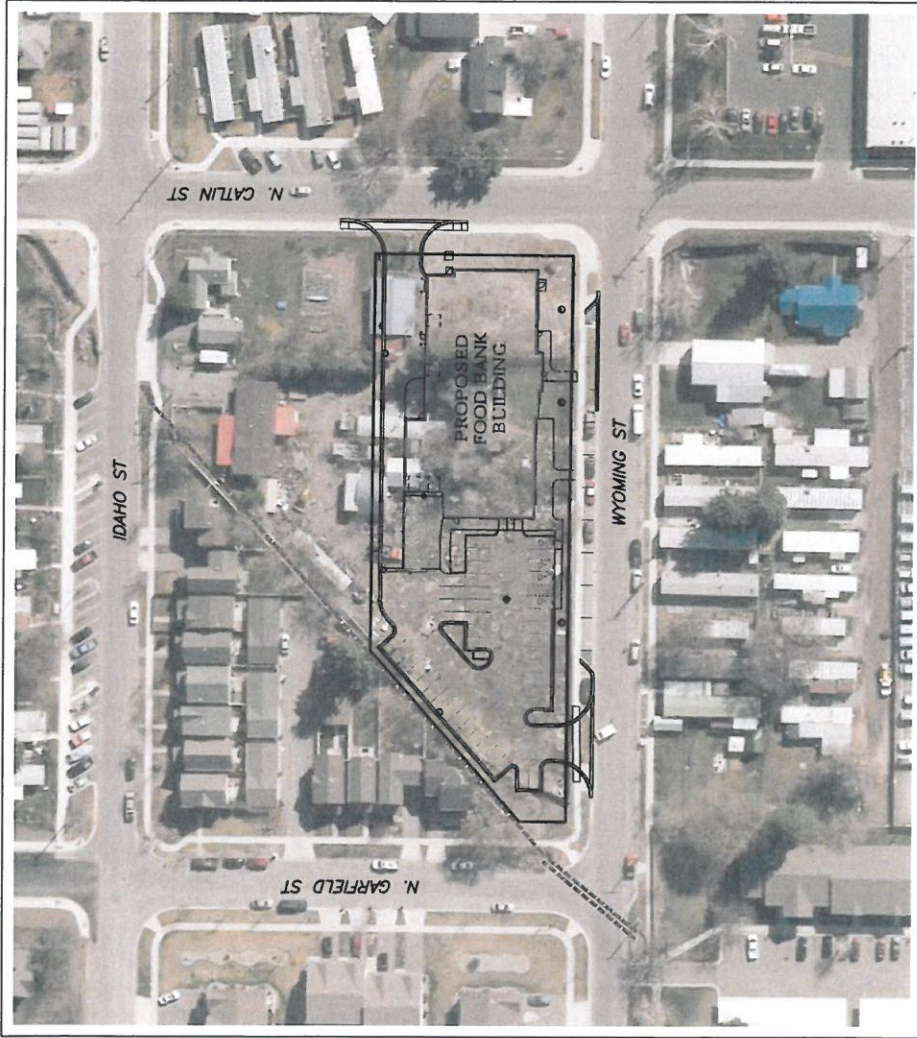
Linda Sather, Management Analyst
Property Assessment Division

* This is a final decision of the Department of Revenue. You have the right to appeal this decision to the State Tax Appeal Board (within 30 days of the date of this letter).

AB-32 Rev. 4/12

CIVIL CONSTRUCTION PLANS

NEW CONSTRUCTION FOR THE MISSOULA FOOD BANK
 LOCATED IN SECTION 20, T13N, R19W, P.M.M., MISSOULA COUNTY, MONTANA.



MISSOULA, MONTANA
MISSOULA FOOD BANK

CIVIL
 CONSTRUCTION
 PLANS

SHEET NO. 13-272

C1.0
 COVER

EXHIBIT A

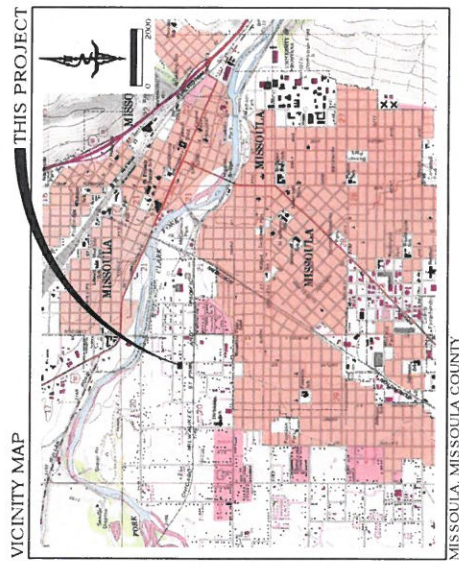


CALL UTILITY NOTIFICATION
 CENTER OF MONTANA
1-800-424-5555
 2 BUSINESS DAYS BEFORE
 ANY TRENCH OR EXCAVATE



SHEET INDEX

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VICINITY MAP

MISSOULA, MISSOULA COUNTY