

COMMERCIAL LEASE



THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, INCLUDING THE SPECIFIC AND GENERAL TERMS DESCRIBED BELOW. IF NOT UNDERSTOOD, LANDLORD(S) AND TENANT(S) ARE ADVISED TO SEEK THE ADVICE OF COMPETENT LEGAL COUNSEL.

1 Date: 08/25/2023

SPECIFIC TERMS

5 **PARTIES:** The parties to this Commercial Lease are City of Missoula
6 (hereafter the "Landlord") and Burnt Works Customs LLC
7 (hereafter the "Tenant").

9 **LEASED PROPERTY:** The Leased Property is described as follows: 1359 W Broadway, Missoula, MT 59802

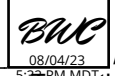
12 The Tenant hereby agrees to lease the Leased Property pursuant to the Specific Terms and General Terms as set out
13 in this Commercial Lease.


15 **TERM:** This Commercial Lease shall begin on 09/01/2023, at which time Tenant shall
16 be entitled to possession of the Leased Property and shall terminate on 08/31/2024
17 unless renewed as otherwise provided in this Commercial Lease.

19 **RENT:** The Tenant agrees to pay Landlord, as rent, the amounts set out as follows:
20 **Monthly Rent:** \$1,000, on the 1st day of each month,
21 commencing _____.
22 First Month's Rent: \$1,000, upon entry into this Commercial Lease.
23 Last Month's Rent: \$0, upon entry into this Commercial Lease.
24 Performance Deposit: \$1,000, upon entry into this Commercial Lease.
25 Common Area Maintenance
26 "CAM": yes, equal to _____ % of the total CAM charges.
27 Taxes: yes; no; included in CAM
28 Hazard Insurance: yes; no; included in CAM
29 Late Charge: \$50.00 or _____ % of the Monthly Rent, if the Monthly Rent is
30 not paid in full by the 6th day of each month.
31 Returned Check Fee: \$50.00 for any returned check.
32 Other: Describe: _____
33 _____
34 _____

35 **RENEWAL:** Provided that Tenant is not in default in the performance of the terms, conditions and/or covenants of this
36 Commercial Lease, Tenant shall have the option to extend the term of this Commercial Lease for one additional term
37 of n/a years or n/a additional terms of n/a years, by giving written notice to Landlord not later than n/a
38 days prior to the expiration of the term or renewal term, as provided above.

40 **COST OF LIVING INCREASES:** The monthly rent, as set out above, shall be increased in the manner and at the times
41 indicated as follows:
42 No Increase.
43 Per the Costs of Living Increase Paragraph in the General Terms, to be increased every n/a years.
44 Other (describe manner and timing of increases): n/a
45 _____
46 _____
47 _____
48 _____


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Rick Meisinger's Initials


Landlord's Initials

49 **UTILITIES:** The utilities provided to the Leased Property and checked below are the obligation of the Tenant. Tenant
50 shall contract with and pay the utility provider directly for the indicated utilities.

- 51 Sewer/Septic Public Water Private Water Telephone
- 52 Gas Electric Internet Access Cable
- 53 Other/Exclusions _____

54 _____
55 _____
56 Landlord shall contract with and pay the utility provider directly for any utilities provided to the Leased Premises and not
57 checked above and not included in the CAM.

58
59 **MAINTENANCE:** The maintenance items checked below are the obligation of the Tenant. Tenant shall either accomplish
60 these maintenance items or contract with and pay the service provider directly for the indicated maintenance item.

- 61 Interior Maintenance Parking Area Maintenance
- 62 Exterior Maintenance Snow Removal
- 63 Janitorial Landscaping
- 64 Glass Repair and Maintenance Heating, Air Conditioning and Ventilation
- 65 Other/Exclusions Garbage, snow removal, ground maintenance, utility connection fees.

66 _____
67 _____
68 Landlord shall provide any maintenance to the Leased Premises that is not checked above and not included in the CAM.

69
70 **PARKING:** Tenant is entitled to entire lot parking spaces at the monthly cost of \$n/a.

71
72 **USE OF LEASED PROPERTY:** Tenant shall occupy and use the Leased Property for the purpose of Automobile sales
73 consignment sales, "park & sell" lot.


74
75 **LIABILITY INSURANCE:** The minimum amount of liability insurance coverage to be carried by the Tenant, at the
76 Tenant's expense, is \$1,000,000, and such liability insurance shall name Landlord as additional insured.

77
78 **DEFAULT:** The time periods for notices of default, the terms of which are more specifically described in the General
79 Terms, are as follows:

- 80 Failure to pay rent or monies payable by tenant to landlord when due: 30 days
- 81 Any other term, condition or covenant to be kept or performed by the
- 82 tenant (other than the payment of rent or monies): 30 days

83
84 **MOLD DISCLOSURE:** There are many types of mold. Inhabitable properties are not, and cannot be, constructed to
85 exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling
86 mold growth may be available from your county extension agent or health department. Certain strains of mold may
87 cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that
88 may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals
89 with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-
90 threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by
91 mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and
92 Prevention is studying the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's
93 agent, or property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's
94 obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a qualified
95 inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller,
96 landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for
97 the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of
98 mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any
99 contract to purchase, rent, or lease.

100
101 The Owner, Landlord, and/or Property Manager disclose that they have knowledge that the building or buildings on the
102 property have mold present in them. This disclosure is made in recognition that all inhabitable properties contain mold,
103 as defined by the Montana Mold Disclosure Act (any mold, fungus, mildew or spores). The Owner, Landlord, and/or
104 Property Manager are not representing that a significant mold problem exists or does not exist on the property, as such
105 a determination may only be made by a qualified inspector.

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Tenant's Initials

Landlord's Initials

106 If Owner/Landlord knows a building located on the property has been tested for mold, Owner/Landlord has previously
107 provided or with this Disclosure provides the Tenant a copy of the results of that test (if available) and evidence of any
108 subsequent mitigation or treatment.

109
110 The undersigned Tenant acknowledges receipt of this Disclosure, the test results (if available) and evidence of
111 subsequent mitigation or treatment. The undersigned Tenant agrees that it is their responsibility to hire a qualified
112 inspector to determine if a significant mold problem exists or does not exist on the property. They further acknowledge
113 that the Owner, Landlord, and/or Property Manager, who have provided this Disclosure, are not liable for any action
114 based on the presence of or propensity for mold in the property.

115
116 The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic means
117 in accordance with the Montana Uniform Electronic Act.

118
119 Attached is a Methamphetamine Disclosure Notice.

120
121 **NOTICE:** The mailing address of both parties to this Commercial Lease, for payment of rents and all notice purposes
122 are as follows:

123 Landlord	Tenant
124 City of Missoula	Jason St Clair
125 1345 W Broadway	11676 Frenchtown Frontage Rd
126 Missoula, MT 59802	Missoula, MT 59808

127
128 **SPECIAL PROVISIONS:** This Agreement is subject to final approval of The Missoula City Council. Per the LOI agreement,
129 Landlord will have the site cleaned and ready for delivery of millings by Tenant.
130 No mechanic use including but not limited to changing of or storage of automobile fluids of any type on the property.
131 Landlord is not responsible for security of the site or damage or loss of property stored on site. The Letter of Intent (LOI) shall
132 be incorporated as an exhibit and a made part of this Lease Agreement. See Exhibit A.

133
134 **RELATIONSHIP CONFIRMATION:** The parties to this Agreement confirm that the real estate licensees identified
135 hereafter have been involved in this transaction in the capacities indicated below and the parties have previously
136 received the required statutory disclosures setting forth the licensees' duties and the limits of their obligations to each
137 party. The parties further agree that the term "seller's agent" is synonymous with the term "landlord's agent" and the
138 term "buyer's agent" is synonymous with the term "tenant's agent."

139
140 Rick Meisinger of ERA Lambros
141 (name of licensee) (name of brokerage company)
142 is acting as Seller's Agent Buyer's Agent Dual Agent Statutory Broker
143

144 Rick Meisinger of ERA Lambros
145 (name of licensee) (name of brokerage company)
146 is acting as Seller's Agent Buyer's Agent Dual Agent Statutory Broker
147

148 **CONCLUSION:** The parties to this Commercial Lease hereby agree to the Specific Terms, as set forth above, and
149 further understand and agree that the General Terms contained on the following pages and in any addendums here to
150 are an integral part of this Commercial Lease.

151 <i>Burnt Works Customs LLC</i>	dotloop verified 08/04/23 5:32 PM MDT 020D-LCTO-W5OZ-Z0VW		
152 Tenant's Signature	Date	Landlord's Signature	Date
154			
155			
156 Tenant's Signature	Date	Landlord's Signature	Date

157
158 **IT IS UNDERSTOOD THAT THE GENERAL TERMS CONTAINED IN THE PAGES THAT**
159 **FOLLOW THIS PAGE ARE AN INTEGRAL PART OF THIS COMMERCIAL LEASE.**

GENERAL TERMS

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RENT: Rent is payable in advance on or before 5:00 p.m. on the day indicated on for each calendar month to Landlord at the address indicated in the Specific Terms of this Commercial Lease, or at such other place as may be designated by Landlord from time to time. Acceptance of rent does not constitute a waiver of prior Tenant default. All payments made by Tenant shall apply first to the oldest sums due and owing under the terms of this Commercial Lease. All sums due under the terms of this lease shall be deemed additional rent and paid and collected as such.

RENEWALS: Any renewal of this Commercial Lease permitted under the Specific Terms shall be on the same terms and conditions as are provided in this Commercial Lease and at the same rent as was last being paid by Tenant, prior to renewal, being further subject to all Cost of Living Adjustments as provided for herein.

COST OF LIVING INCREASES: If the Cost of Living Increases is selected in the Specific Terms, at the times as set out in the Specific Terms of this Commercial Lease, the Monthly Rent shall be increased to reflect any increase in the cost of living based upon the increase in the U.S. Consumer Price Index for All Urban Consumers, as published by the Bureau of Labor Statistics for the metropolitan area closest in proximity to the Leased Property (the "CPI"). The increase shall be calculated as follows:

The Initial Monthly Rent called for in this Commercial Lease, multiplied by the CPI for most current month before the adjustment is to take effect, divided by the CPI for the month that this Commercial Lease commenced shall equal the increased Monthly Rent.

In no event shall the Monthly Rent be decreased under the terms of this section.

LATE CHARGE: In the event rent is not paid by the date set out in the Specific Terms of this Commercial Lease, a late charge in the amount set forth in the Specific Terms shall arise. The late charge period is not a grace period and Landlord is entitled to pursue the remedies provided herein if rent is not paid when due. All late fees shall be deemed additional rent for the rental month and shall be paid and collected as such.

RETURNED CHECKS: In the event any payment, made by check, to the Landlord by Tenant is returned unpaid, whether because of lack of funds, closed account, stop payment or otherwise, the Tenant's payment shall not be considered made until such funds are made good. In addition, Tenant shall pay the Returned Check Fee set out in the Specific Terms of this Commercial Lease and from that time forward all payments must be in the form of a cashier's check or money order.

PERFORMANCE DEPOSIT: To insure that Tenant will fully and faithfully perform all duties and obligations required of the Tenant as set forth in this Commercial Lease, during its term, Tenant shall tender to Landlord concurrent with the execution of this Commercial Lease, a performance deposit in the amount as set out in the Specific Terms. Tenant agrees that Landlord shall hold such funds in Landlord's own account and utilize such funds for satisfying Tenant's performance obligations under the term of this Commercial Lease. Tenant specifically authorizes Landlord to apply such portion of the performance deposit as Landlord deems necessary and at such time as Landlord may deem appropriate to offset any delinquent rents, satisfy any liens or attachments levied against the Leased Property as a result of judgments, liens or encumbrances incurred by Tenant, or to satisfy any other performance required of Tenant. In the event Landlord elects to apply from the performance deposit sums to cure any existing or potential default of Tenant, the default shall not be deemed cured or satisfied by the application of funds from the performance deposit and will not be deemed cured or satisfied until the amount of the performance deposit has been restored to its original balance.

COMMERCIAL LEASE: The parties agree and acknowledge that this Commercial Lease is a commercial lease and as such the rights and obligations of the parties are as set forth herein, and neither the provisions of the Montana Residential Landlord and Tenant Act of 1977 as amended, nor the Residential Tenants Security Deposits Act are applicable to the parties' rights and obligations as set forth under this Commercial Lease.


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Tenant's Initials

Landlord's Initials

211 **USE:** Tenant shall occupy and use the Leased Property for the purposes as described in the Specific Terms. Tenant
212 shall not use nor permit the Leased Property to be used for any purpose other than that set forth in the Specific Terms.
213 To the extent that Tenant's use of the Leased Property causes an increase in the premiums for hazard insurance
214 maintained by the Landlord on the Leased Property, the Tenant shall pay for such increased cost. Tenant further
215 covenants and agrees to observe and comply promptly and completely with all statutes, ordinances, rules, orders,
216 regulations, and requirements of Federal, State, County and City governments regulating the use by the Tenant of the
217 Leased Property. The restrictions set forth in this paragraph shall extend to all agents and employees of Tenant.
218 Further, Tenant shall not use or occupy the Leased Property in any manner which interferes with or disturbs the lawful
219 use and occupancy of the adjacent premises or tenants.

220
221 **MAINTENANCE:** In the Specific Terms, where it refers to Exterior Maintenance, it specifically includes maintenance of
222 the exterior walls of the building in which the Leased Property is located, its roof, foundation and sidewalks, but does not
223 include repair and maintenance to glass, maintenance of parking areas and snow removal, which are separately
224 addressed. In the Specific Terms, where it refers to Interior Maintenance, it specifically includes maintenance of interior
225 walls, ceilings, and flooring of the Leased Property, plumbing, and electrical systems serving the Leased Property,
226 fixtures located in the Leased Property, but does not include repair and maintenance to glass, maintenance of parking
227 areas and snow removal, which are separately addressed. Regardless of which party is required to maintain a specific
228 item, if damage occurs to such item so as to ordinarily require repair or maintenance by one party, but such damage is
229 caused by the negligence or fault of the other party, the other party shall repair the same in a good, satisfactory and
230 workmanlike manner at his sole expense.

231
232 **ANIMALS / PETS:** Unless otherwise provided herein, no animals will be brought on the Leased Property by Tenant or
233 guest at any time other than guide dogs assisting a handicapped person.

234
235 **RULES AND REGULATIONS:** Landlord may adopt such reasonable written rules and regulations as it deems
236 appropriate for the use and occupancy of the Leased Property. Landlord shall provide copies of such rules and
237 regulations to the Tenant upon entry into this Commercial Lease and shall further provide the Tenant with copies of any
238 amendments to such rules and regulations. Tenant shall comply with all reasonable written rules and regulations
239 adopted by the Landlord.

240
241 **ORDINANCES AND STATUTES:** Tenant shall comply with all applicable statutes, ordinances, and requirements of all
242 municipal, county, state, and federal authorities and with any applicable private restrictive covenants regarding the use
243 of the Leased Property.

244
245 **HAZARDOUS MATERIALS:** Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated
246 or disposed of on or in the Leased Property by Tenant, Tenant's agents, employees, contractors or invitees, other than
247 such materials typically used, stored, generated or disposed of in the normal course of operation of a business or
248 operation as described in the "use" paragraphs of this Commercial Lease, provided such use, storage, generation and
249 disposal is in compliance with all applicable federal, state and local statutes, laws, regulations and ordinances. If
250 Hazardous Substances are used, stored, generated or disposed of on or in the Leased Property except as permitted
251 above, or if the Leased Property becomes contaminated at any time after the possession date in any manner for which
252 Tenant is legally liable, Tenant shall indemnify and hold harmless the Landlord from any and all claims, damages, fines,
253 judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Leased Property,
254 damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of
255 the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during
256 or after the term of this Commercial Lease and arising as a result of such contamination by Tenant. This indemnification
257 includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or
258 restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if
259 Tenant causes or permits the presence of any hazardous substance on the Leased Property and such results in
260 contamination, Tenant shall promptly, at Tenant's sole expense, take any and all necessary action to return the Leased
261 Property to the condition existing prior to the presence of any such hazardous substance on the Leased Property.
262 Tenant shall first obtain Landlord's approval for any such remedial action. As used herein, "Hazardous Substance"
263 means any substance which is toxic, ignitable, reactive, or corrosive, and which is regulated by any local government,
264 the State of Montana, or the United States Government. "Hazardous Substance" includes any and all materials or
265 substances which are defined as "hazardous waste," "extremely hazardous waste," or "hazardous substance," pursuant
266 to state, federal or local governmental law. "Hazardous Substance" includes, but is not restricted to, asbestos,
267 polychlorobiphynyls ("PCBs") and petroleum.


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Tenant's Initials

Landlord's Initials

268 **PARKING:** Tenant is entitled to the number of parking spaces for the cost, as indicated in the Specific Terms. The cost
269 of parking, if any, shall be considered a part of and paid along with the Monthly Rent. Such parking shall be used for
270 parking of licensed, operating motor vehicles only. No parking is permitted for trailers, boats, campers, buses or trucks
271 larger than one-ton. Landlord may assign parking spaces, and upon doing so the Tenant, Tenant's employees, guests
272 and invitees shall limit their parking to such assigned spaces. Vehicles leaking fluids shall not be parked in the parking
273 spaces and no mechanical work (other than emergency repairs) or storage of unlicensed or inoperable vehicles is
274 permitted.

275
276 **ASSIGNMENT AND SUBLETTING:** Tenant will not assign their interest in this Commercial Lease or sublet any portion
277 of the Leased Property without prior written consent of the Landlord. If Tenant is a corporation, partnership, limited
278 liability company or some other business or legal entity, Tenant shall not change in the ownership of the Tenant so as to
279 add or remove one or more of Tenant's owners as of the date of this Commercial Lease, without the prior written
280 consent of Landlord.


281
282 **ALTERATIONS:** Tenant acknowledges that no representations as to the condition or repair of the Leased Property, nor
283 as to Landlord's intentions with respect to any improvements, alteration, decoration or repair of the Leased Property,
284 have been made to Tenant, unless provided in this Commercial Lease. Tenant shall not make any alterations on or
285 additions to the Leased Property nor make any contract therefor without prior written consent of the Landlord. Further,
286 Tenant will not place or cause to be placed or maintained on any interior or exterior door, wall or window of the Leased
287 Property any sign, awning, canopy, advertising matter or other thing of any kind, and will not place or maintain any
288 decoration, lettering or advertising matter on the glass, window or door of the Leased Property without prior written
289 consent of the Landlord. All alterations, additions, and improvements made by Tenant to or upon the Leased Property
290 (except signs, cases, counters, or trade fixtures which shall remain the property of Tenant and be removed by Tenant
291 upon termination of this Lease) shall at once, when made or installed, be deemed to have attached to the Leased
292 Property and to have become the property of the Landlord. However, if prior to termination of this Lease, Landlord so
293 directs, by written notice to Tenant, Tenant shall, prior to termination, remove all such alterations, additions and
294 improvements which were placed in the Leased Property by the Tenant and which became the property of the Landlord
295 pursuant to this provision and which are designated in said notice; and further, Tenant shall repair any damage
296 occasioned by such removal, and in default thereof, Landlord may effect said removals and repairs at Tenant's
297 expense.

298
299 **INSPECTIONS:** Except in emergencies, Landlord shall give Tenant a twenty-four (24)hour notice of intent to enter the
300 Leased Property at a reasonable time for the purpose including but not limited to, inspections, to make repairs or
301 alterations, to supply services or exhibit the Leased Property to potential tenants, purchasers, mortgagees, owners or
302 workmen. Tenant shall not deny Landlord or Landlord's inspectors access to the Leased Property. Nor shall Tenant
303 cause the Leased Property to be re-keyed without the prior written consent of the Landlord and without providing
304 Landlord copies of any new keys.

305
306 **LIABILITY INSURANCE:** Landlord shall not be liable to Tenant, nor insure Tenant, for any personal injury or property
307 damage caused by the act or omission of any other Tenant or third party, or by any criminal act or activity, war, riot,
308 insurrection, fire or act of God. Further, Tenant shall hold Landlord free and harmless from all claims, damages, suits, or
309 causes of action resulting from injuries to persons or property and arising in connection with Tenant's operations on the
310 Leased Property or common areas adjacent thereto. Tenant shall carry, maintain and deposit proof with the Landlord of
311 public liability insurance in such form and with such companies as shall be satisfactory to Landlord, insuring Landlord as
312 his/her interest may appear against liability in the minimum amount as stated in the Specific Terms of this Commercial
313 Lease.

314
315 **HAZARD INSURANCE:** Landlord will obtain and maintain insurance on the structure housing the Leased Property for
316 purposes of hazards, fire or other casualty in such amounts, with such insurers as Landlord deems appropriate. In the
317 event the Specific Terms call for the Tenant to pay for such hazard insurance (other than as part of the CAM), the
318 Tenant shall pay to the Landlord the amount of the hazard insurance premium on or before 15 days before it is due. The
319 hazard insurance to be obtained by the Landlord does not provide any protection to Tenant either for interruption of
320 business, loss of the structure, or loss of any tenant improvements, trade fixtures, merchandise or other personal
321 property. To the extent that Tenant wishes to be protected from loss due to interruption of business, loss of the
322 structure, or loss of any tenant improvements, trade fixtures, merchandise or other personal property, Tenant shall
323 obtain and maintain at Tenant's sole expense such additional insurance coverage as Tenant may desire.


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Tenant's Initials


Landlord's Initials

324 **ABSENCES:** Tenant shall notify Landlord of any anticipated absence of greater than seven (7) days or such absence
325 will be considered abandonment of the Leased Property and Landlord may reenter and re-rent the Leased Property.
326

327 **DEFAULT:** Tenant agrees that each of the terms of this Commercial Lease and of the Landlord's Rules and
328 Regulations, if any, constitutes an independent condition of Tenant's right to possession of the Leased Property. If the
329 rent or monies payable by Tenant to Landlord due under the terms of this Commercial Lease, or any part thereof, shall
330 remain unpaid for the period of time as set out in the Specific Terms after written notice is given by Landlord to Tenant,
331 or if any other term, condition or covenant of this Commercial Lease to be kept or performed by the Tenant (other than
332 the payment of rent or monies) shall be violated or neglected and shall remain so for the period of time as set out in the
333 Specific Terms after written notice thereof to the Tenant by Landlord, then the Tenant does hereby authorize and fully
334 empower the Landlord to re-enter and take possession of the Leased Property immediately without any previous notice
335 of intention to re-enter and remove all persons and their property therefrom and to use such force and assistance in
336 effecting and perfecting such removal as the Landlord may deem advisable to recover at once full and exclusive
337 possession of all of the Leased Property, whether the Leased Property be in possession of the Tenant or of third
338 persons, or whether the Leased Property be vacant. The Landlord may, however, at his option, at any time after such
339 default or violation of condition or covenant, re-enter and take possession of the Leased Property without such re-
340 entering working a forfeiture of the rents to be paid and the covenants to be kept and performed by such Tenant for the
341 full term of this Lease. In such case, the Landlord may re-let the Leased Property for Tenant's account and may make
342 such repairs, alterations and additions in or to the Leased Property as Tenant was obligated to make but had failed to
343 make during Tenant's occupancy, and Tenant shall, upon demand, pay the cost thereof together with Landlord's
344 expense of the re-letting. If the consideration collected by Landlord upon any such re-letting for Tenant's account is not
345 sufficient to pay monthly the full amount of the rent reserved in this Commercial Lease together with costs of such
346 repairs, alterations, and additions permitted under this paragraph and Landlord's expenses, Tenant shall pay to the
347 Landlord the amount of each monthly deficiency on demand, and if the consideration so collected from such re-letting is
348 more than sufficient to pay the full amount of the rent reserved herein, Landlord may retain the same and Landlord, at
349 the end of the stated term of the Lease, shall account for the surplus to Tenant.
350

351 **ABANDONED PERSONAL PROPERTY:** Upon termination of tenancy, if the Tenant fails to remove personal property
352 from the Leased Property, Landlord agrees to give Tenant fifteen (15) days' notice, at Tenant's last known address, of
353 the date Landlord intends to dispose of said property either by sale or destruction, if property is not removed by Tenant.
354

355 **VACATING PRIOR TO TERMINATION:** Tenant's obligations under the terms of this Commercial Lease shall not cease
356 upon surrender of Leased Property. Such obligations shall continue until this Commercial Lease expires.
357

358 **TERMINATION OF TENANCY:** Upon termination of tenancy, Tenant shall return Leased Property to Landlord in as
359 good condition and repair as when received, ordinary wear and tear excepted, and free of all Tenant's personal
360 property, Tenant's fixtures, trash and debris.
361

362 **KEYS:** Tenant is responsible for the cost of re-keying, if all keys are not returned upon vacating. Tenant acknowledges
363 that locks may not have been changed prior to taking occupancy. Tenant has the option of requesting that the Landlord
364 re-key the Leased Property at Tenant expense.
365

366 **DAMAGE/DESTRUCTION:** In the event the Leased Property shall be damaged by any casualty, Landlord shall repair
367 such damage and put the Leased Property in good condition as soon as reasonably possible. Tenant shall be entitled to
368 an equitable abatement of the Monthly Rent during the reconstruction period unless said casualty and/or the resulting
369 damage was caused by the conduct or activities of the Tenant, in which case Tenant shall not be entitled to any
370 abatement of the Monthly Rent. Notwithstanding any other provisions of this paragraph to the contrary, if more than
371 75% of the value of the Leased Property is at any time destroyed or the Leased Property is condemned, then Landlord
372 may at his election and upon notice to Tenant within 30 days after such damage, terminate this Commercial Lease as of
373 the date of such damage.


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Tenant's Initials

Landlord's Initials

374 **HOLDOVER:** Should the Landlord permit the Tenant to holdover the Leased Property or any part thereof after the
375 expiration of the term of this Commercial Lease, unless renewed as provided for herein, then, and unless otherwise
376 agreed in writing, such holding over shall constitute a tenancy from month-to-month only and shall in no event be
377 construed as a renewal of this Commercial Lease and all provisions of this Commercial Lease, not inconsistent with a
378 tenancy from month-to-month, shall remain in full force and effect. During the month-to-month tenancy, Tenant agrees
379 to give to Landlord thirty (30) days prior written notice of Tenant's intent to vacate. Tenant agrees to vacate upon thirty
380 (30) days written notice from the Landlord.

381
382 **ESTOPPEL:** Tenant shall execute and return to Landlord any estoppel certificates delivered to Tenant by Landlord or
383 Landlord's agent, within 3 days after its receipt. The estoppel certificate shall acknowledge that this Commercial Lease
384 is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this
385 requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be
386 relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this
387 Commercial Lease. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be
388 held in confidence) reasonably requested by a prospective lender or buyer.

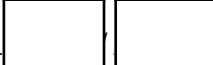
389
390 **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest in the Leased Property shall be
391 substituted as Landlord under this Commercial Lease. Landlord will be released of any further obligation to Tenant
392 regarding any deposits transferred to the transferee. For all other obligations under this Commercial Lease, Landlord is
393 released of any further liability to Tenant, upon Landlord's transfer.

394
395 **SUBORDINATION:** This Commercial Lease shall be subordinate to all existing liens and at Landlord's option, the lien of
396 any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part,
397 and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations,
398 replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of
399 this Commercial Lease, Tenant's right to quiet possession of the Leased Property shall not be disturbed if Tenant is not
400 in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this Commercial
401 Lease, unless the Commercial Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground
402 Landlord elects to have this Commercial Lease placed in a security position prior to the lien of a mortgage, deed of trust,
403 or ground lease, and gives written notice to Tenant, this Commercial Lease shall be deemed prior to that mortgage,
404 deed of trust, or ground lease, or the date of recording.

405
406 **COMMON AREA MAINTENANCE (CAM):** If so indicated in the Specific Terms, Tenant agrees to pay a proportionate
407 share of the Landlord's estimated monthly common area maintenance costs (CAM), including but not limited to costs for
408 maintenance of common areas, utility and service costs, janitorial costs, snow removal, insurance, real estate taxes,
409 and any other cost or expense related to maintenance or operation of the common areas. Tenant's share of the CAM
410 shall equal the percentage as stated in the Specific Terms. The Tenant's share of the CAM shall be paid at the same
411 time and with the Monthly Rent otherwise due from the Tenant. On an annual basis the Landlord shall reconcile the
412 actual cost of the CAM for the preceding year, and to extent the CAM paid by the Tenant exceeded the actual cost of
413 the CAM the Tenant's CAM for the following twelve months shall be reduced, and to the extent the CAM paid by the
414 Tenant was less than the actual cost of the CAM, the Tenant's CAM for the following twelve months shall be increased
415 to adjust for the discrepancy.

416
417 **DISCLAIMER:** The parties agree that the real estate licensees identified in the Specific Terms do not guarantee the
418 condition or permitted uses of the Leased Property, the ability of either party to perform under the terms of this
419 Commercial Lease, nor any representations made by either party or any third party. The parties are further aware that
420 the real estate licensees identified in the Specific Terms have not conducted an expert inspection or analysis of the
421 Leased Property or its condition and make no representations to the Tenant as to its condition, do not assure that the
422 Leased Property will be satisfactory to the Tenant in all respects, that all equipment will operate properly or that the
423 Property and/or improvements or intended uses comply with current building and zoning codes. These real estate
424 licensees ARE NOT building inspectors, building contractors, structural engineers, electricians, plumbers, sanitarians,
425 septic or cesspool experts, well drillers or well experts, land surveyors, civil engineers, flood plain or water drainage
426 experts, roofing contractors or roofing experts, accountants, attorneys, or title examiners, or experts in identifying
427 hazardous waste and/or toxic materials.


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Tenant's initials
dotloop verified


Landlord's initials

428 **WAIVER OF DEFAULT:** Landlord's failure to require strict compliance with the conditions of this Commercial Lease or
429 to exercise any right provided for herein, shall not be deemed a waiver of such default, nor limit Landlord's rights with
430 respect to that, or any subsequent default.

431
432 **SEVERABILITY:** If a part of this Commercial Lease is invalid, all valid parts that are severable from the invalid part shall
433 remain in effect. If part of this Commercial Lease is invalid in one or more of its applications, the part remains in effect in
434 all valid applications that are severable from the invalid applications.

435
436 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code
437 Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of
438 Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the
439 information concerning registered offenders available to the public. If you desire further information, please contact the
440 local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and/or the probation officers
441 assigned to the area.

442
443 **NOTICES:** Unless otherwise provided, any notice required to give pursuant to the terms of this Commercial Lease, may
444 be given personally or by mailing the same, postage prepaid, certified to the party to receive the notice at the address
445 stated in the Specific Terms of this Commercial Lease or at such other places as may be designated in writing by the
446 parties from time to time. Notice will be deemed effective three (3) days after mailing or upon personal delivery.

447
448 **TIME:** Time is of the essence to the terms of this Commercial Lease.

449
450 **ATTORNEY'S FEES:** In any action brought by the Tenant or Landlord to enforce any of the terms of this Commercial
451 Lease, the prevailing party in such action shall be entitled to such reasonable attorney fees and costs as the court or
452 arbitrator shall determine just.

453
454 **ENTIRE AGREEMENT:** The foregoing, Specific Terms and General Terms constitute the entire agreement between the
455 parties and supersedes any oral or written representation or agreements that may have been made by either party.
456 Further, Tenant has relied solely on their own judgment, experience and expertise in entering into this Commercial
457 Lease.

NOTE: Unless otherwise expressly stated the term "days" means calendar days and not business days. Business days are defined as all days except Sundays and Montana or federal holidays.


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dotloop verified

Tenant's Initials

Landlord's Initials

Exhibit A

Letter of Intent to Lease

1. **Tenant:** Jason St Clair dba/ Burnt Works Customs LLC
2. **Landlord:** City of Missoula
3. **Premises:** 1359 W Broadway, Missoula, MT 59802
4. **Term:** Initial term to be 12 months effective September 1, 2023.
5. **Monthly Rent:** \$1,000
6. **NNN Rent:** Modified Gross Lease. Landlord pays taxes and sewer. Tenant to pay all other expenses including but not limited to: insurance, snow removal, garbage, water, ground maintenance, utility connection fees, gas/electric, phone & internet.
7. **Security Deposit:** Equal to 1 month rent (\$1,000)
8. **Possession:** August 25, 2023 or when City Council approves the Lease.
9. **Lease Option:** Month to month after initial lease expiration.
10. **Improvements:** Landlord to provide general clean-up of lot (sweep up all the debris, remove the large cobbles, remove or relocate concrete blocks so the site can get leveled off and prepared for delivery of millings). Landlord to seal/prepare existing drain lines. Tenant at Tenant's expense will install millings over the existing pad.

11. Intended Use: Automobile sales, consignment sales, "Park and Sell" lot. No mechanic use including but not limited to changing of or storage of automobile fluids of any type on the property. Any additional uses outside of the intended described uses shall require Landlord approval. Any unauthorized uses will be subject to termination.

12. Insurance: Landlord is not responsible for security of the site or damage or loss of property stored on site. Tenant to provide a general liability insurance policy with a minimum amount of \$1,000,000 for any one occurrence and with an aggregate limit of at \$2,000,000. Landlord to be named as additionally insured on the liability insurance policy.

This Agreement is subject to execution of a final Lease Agreement, Tenant's proposed use and improvements comply with City zoning and City Council approval.

Tenant *Burnt Works Customs LLC* dotloop verified
08/04/23 5:32 PM MDT
W2NP-MNVO-4XZV-RD11 _____

Landlord _____