

## COMMERCIAL LEASE

This Commercial Lease Agreement ("Lease") is dated as of 4/24/2025, by and between City of Three Forks – Three Forks Rodeo, a government with address of PO Box 187, Three Forks, MT 59752 ("Landlord"), and Ascent Technical Services, LLC with address of 1811 Eagle Drive, Cheyenne, WY 82009 ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant and Tenant rents from Landlord two physical locations outside the Cook Shack and the Barn Building of the Three Forks Rodeo Grounds (see attached map labeled as Exhibit A) which is within the fenced area (collectively the "Premises") located at 95691 MT Hwy 2, Three Forks, MT 59752.

**TERM.** The Lease term will begin on 4/27/2026 and will terminate on 4/26/2027, and then may automatically renew for another twelve (12) month period, unless either party provides written notice of intention to terminate at least thirty (30) days prior to the date of termination.

**LEASE PAYMENTS.** This lease is a trade for services. In exchange for the use of the Premises, Landlord agrees to cover the electricity expense for the two (2) ATM machines depicted in Exhibit A.

**SECURITY DEPOSIT.** A security deposit is being waived. This waiver does not relieve Tenant of any unpaid financial and damage reimbursement obligations hereinunder.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**USE OF PREMISES.** Tenant may access and use the Premises to place an ATM machine at each site.

**TENANT OBLIGATIONS.** In addition to all other tenant obligations set forth in this agreement, Tenant shall be solely and exclusive responsible for the following:

**WORKMAN'S COMPENSATION INSURANCE.** Tenant shall carry Workman's Compensation Insurance for all employees in the amount required by Montana law. A Certificate of Insurance showing compliance with Workers Compensation law (or exemption therefrom) must be supplied to CITY with the signed return of this Agreement. If Workman's Compensation Insurance is not required, a copy of the exemption granted from the Department of Labor & Industry must be provided.

**RULES AND REGULATIONS.** Landlord adopts such reasonable rules and regulations appropriate for the use and occupancy of the leased Property. Tenant shall comply with all reasonable written rules and regulations adopted by the Landlord. Those rules are:

1. Tenant is solely responsible for the ATM machines maintenance and contents.
2. Tenant is granted one gate key to access Premises.
3. Tenant will keep the area clean when on site to maintain its equipment.
4. Tenant will install a concrete pad if needed for the surface area where its ATMs will be located. This includes any bolts or other way to prevent its equipment from moving or theft.

**EXCLUSIVITY.** Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space marked on Exhibit A for the Tenant's use, or permit the use or occupancy of any such space to

anyone other than Tenant for their primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

**PROPERTY INSURANCE.** Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises (animal policy). Tenant is responsible for maintaining casualty insurance on its own property.

**LIABILITY INSURANCE.** Tenant shall maintain liability insurance on the Premises in a total aggregate sum of no less than \$1,000,000 per occurrence. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

**UTILITIES AND SERVICES.** Landlord shall pay for water, sewer, electricity, gas utilities and snow plowing services for the property. The Premises has no additional financial obligation for identified utilities and services. Tenant shall be responsible for secure ATM connectivity.

**TAXES.** Landlord shall be pay for all real estate taxes and assessments for the property and Premises. The Premises has no additional financial obligation for taxes and assessments.

**TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 30 days' written notice to Tenant that the Premises have been sold.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. If Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any

extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants. Landlord and Library Employee shall have access to the fenced exterior area, to access the Library back door.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties.

**ATTORNEY'S FEES.** If it is necessary for either party to bring an action to enforce the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs, including paralegal costs, to be set by the appropriate court, including fees of the City Attorney.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

City of Three Forks – Three Forks Rodeo  
PO Box 187  
Three Forks, Montana 59752

**TENANT:**

Ascent Technical Services, LLC  
1811 Eagle Dr.  
Cheyenne, WY 82009

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**GOVERNING LAW/ INTERPRETATION.** This Agreement shall be governed and interpreted according to the laws of the State of Montana. Section headings are for convenience only and are not intended to define or limit any provisions of this Agreement. The provisions of this Agreement are independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision. Both parties having been given an opportunity to have this Agreement reviewed by others, the Rule of Construction providing that the Agreement shall be construed against the drafter will not be used in the interpretation of this Agreement.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

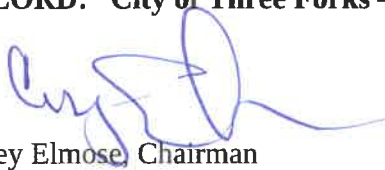
**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**TENANT: - Ascent Technical Services, LLC**

By:   
Charles Max Masters, Member

Date: 4/28/2026

**LANDLORD: City of Three Forks – Three Forks Rodeo Arena Board**

By:   
Casey Elmore, Chairman

Date: 5-4-26

**CITY OF THREE FORKS:**

By:  
Randy Johnston, Mayor

Date:





THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

March 30, 2026

City of Three Forks  
206 South Main Street  
Three Forks MT 59752

**Account Information:**

<b>Policy Holder Details :</b>	<b>Ascent Technical Services LLC</b>
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**Contact Us**

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**Need Help?**

Chat online or call us at  
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,  
Your Hartford Service Team