

COMMUNICATIONS SITE LEASE AGREEMENT
Standard Lease Draft
MAC PASS RADIO LLC

1. This Lease Agreement is entered into between Mac Pass Radio LLC, a Montana Limited Liability Company "Lessor", and _____, the "Lessee."
2. This Lease Agreement is for the rental of space in the building and/or tower space on the tower located at the facility owned by Mac Pass Radio LLC located in the State of Montana, on the Bureau of Land Management property/US Forest Service Property located at N00-00-00.0 by W000-0-00.0, hereinafter the "facility." The "facility" is further identified as FCC Antenna Structure Number 123####.
3. The Lessor agrees to provide six (6) square feet of floor space, floor to ceiling, in the building for the Lessee's Communication Equipment as agreed to during the Pre-Lease inspection.
4. The Lessor agrees to provide space to the Lessee for #### (#) antennas on the tower at a location as agreed to during the Pre-Lease inspection, not to exceed XX inches in diameter or XX inches square.
5. The Lessor and the Lessee agree to conduct a Pre-Lease Inspection at the facility so that an exact location in the building and an exact location on the tower can be agreed to for the placement of Lessee's equipment and antennas. Such locations agreed to shall be documented as appendix A to this agreement.
6. The Lessor agrees to provide 120 Volt AC to the facility. Any additional wiring, fixtures, or other electrical needs of the Lessee within the building or on the tower shall be at the expense and responsibility of the Lessee. Any such additional wiring, fixtures, or other electrical improvements shall be done using established electrical standards, approved by the Lessor, and shall remain the property of the Lessor if the Lessee terminates the Lease, or fails to renew the Lease.
7. The Lessor agrees to provide 240 Volt, Single-Phase AC to the facility. Any additional wiring, fixtures, or other electrical needs of the Lessee within the building or on the tower shall be at the expense and responsibility of the Lessee. Any such additional wiring, fixtures, or other electrical improvements shall be done using established electrical standards, approved by the Lessor, and shall remain the property of the Lessor if the Lessee terminates the Lease, or fails to renew the Lease.
8. The Lessor shall not be responsible for the interruption of AC power to the site as a result of power failure or supply on the part of the supplying Electric Company (Northwestern Energy) or it's suppliers, or future providers.
9. The Lessor shall make all payments for electrical power supplied to the facility and used by the Lessee.
10. Lessee shall not be required to make any repairs to the facility unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Upon expiration or termination of this Lease, Lessee shall restore the facility to the

condition in which it existed upon execution of this Lease, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

11. The Lessee agrees to hold harmless and indemnify the Lessor from any and all responsibility for injury sustained by the Lessee, the Lessee's employees, the Lessee's contractors, or any other person or persons acting for the Lessee at the Lessor's facility. Additionally, the Lessee certifies that its employees, contractors, and other personnel acting for the Lessee are trained in FCC and other government guidelines on RF Exposure and shall hold harmless, the Lessor, for any injury sustained as a result of RF Exposure.
12. Lessee shall, during the term of the lease, maintain property coverage on all personal property and fixtures owned by Lessee. Lessee acknowledges that Lessor is not responsible for insuring against the loss of Lessee's equipment improvements. Lessee shall also maintain single limit or combined limit general liability insurance policy of an amount not less than; a: the limits set forth in Montana Statutes for property damage arising from one occurrence or for bodily or personal injuries or death or damages arising from one occurrence, or b: the sum of one million dollars (\$1,000,000.00) per occurrence, whichever is greater. The Lessor agrees to obtain and maintain a general liability insurance policy with the limits specified above.
13. The Lessee understands that the Lessor makes no guarantee of the suitability or safety of the facility including the tower, and the Lessee agrees to assume all risk, corporate and personal, for the use of the facilities.
14. The Lessor agrees to maintain the Building and Tower in as secure a manner as possible. However, the Lessor shall not be responsible for the loss or damage of the Lessee's equipment or antennas due to fire, flood, acts of god, theft, or vandalism.
15. The Lessee shall provide to the Lessor the exact operating frequencies and other technical data that may be requested for each transmitter and receiver, or other such equipment that the Lessee desires to install at the facility.
16. The Lessee shall be responsible for obtaining any and all permits, easements, licenses, or rights of way that may be required of it by any agency associated with the Lessee's operation of equipment at the facility.
17. The Lessee shall provide to the Lessor a copy of all permits, easements, licenses, or rights of way required of the Lessee for its operation. Additionally, the Lessee shall post/attach a copy of its Federal Communications Commission License, or other Government authorization, if required, authorizing the Lessee's operation at the facility, on or near the Lessee's equipment.
18. Lessee shall operate the Lessee's equipment in a manner that will not cause interference to Lessor and other Lessees or licensees of the facility, provided that their installations predate that of the Lessee's equipment. The Lessee shall cooperate fully in identifying and correcting any interference problems Lessee's equipment may cause to other existing users of the facility. If such interference cannot be corrected, the Lessor may terminate this Lease at any time. Subsequent to the installation of the Lessee's equipment, Lessor shall not permit itself, its Lessees or licensees to install, permanently, new equipment at the facility controlled by Lessor, if such equipment is likely to cause interference with Lessee's operations. Such new equipment operated by the Lessor or its Lessees may be temporarily installed to determine if such harmful interference does in fact

occur, and if such interference does occur, must be remedied, to the satisfaction of the Lessee, at no expense to the Lessee, or such equipment will be removed by the Lessor. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC"), National Telecommunications and Information Administration ("NTIA"), or other regulatory agency requirements.

19. The Lessor shall maintain all required permits and leases for the facility itself from the US Bureau of Land Management/US Forest Service. Any BLM/USFS or other permit fee(s) that is attached to the facility as a direct result of the Lessee's equipment being installed in the facility shall be paid by the Lessee. If more than one user of the same BLM/USFS designated permit category is in the building, all users of the same BLM/USFS permit category will share equally the permit fee generated by that category. An Invoice will be sent to the Lessee with copies of the BLM Invoice attached and an accounting of the method used to determine the lessee's share of the permit fee. This Invoice will be delivered to the Lessee as soon as possible after the Lessor receives the Invoice from the BLM/USFS, and payment of the Invoiced amount will be required within 14 days of receipt by the Lessee.
20. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Lessor's facility in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the facility in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the facility in violation of any law or regulation. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.
21. The Lessor will provide to the Lessee one key that operates all locks associated with the facility. Such key shall not be duplicated. If the Lessee misplaces the key and the Lessor determines that it is in the best interest of the facility and other users of the facility to re-key the buildings locks, it shall be the responsibility of the Lessee to pay for such work performed by a qualified locksmith. The Lessee shall insure that all locks and doors associated with the facility are closed and locked when finished with access to the facility. Upon termination or non-renewal of this Lease by either party, the key shall be returned to the Lessor within 15 days of Lease termination or expiration.
22. There is a functional outhouse associated with the facility. The key to the outhouse door is the same key as opens all other locks associated with the facility. The Lessee shall insure that the door to the outhouse is closed and locked and the lights turned off when finished utilizing the outhouse.
23. The Lessee shall insure that all un-needed lights and other electrical devices are in the off position when unneeded and when leaving the facility.
24. Failure on the part of the Lessee to comply with any of the provisions of this lease shall be grounds for termination of the Lease, and the Lessor will be under no further obligation to provide services described in this Agreement.

25. If the Lessor is required to incur costs, including attorney fees, in order to enforce any term or provision of this Lease, the Lessor will be entitled to reimbursement for its expenses, including, but not limited to, the Lessors reasonable attorney fees.
26. Failure to pay any and all Lease fees as described below shall be grounds for termination of the Lease. Further, the Lessee's equipment may be removed from the facility if the payment exceeds 90 days past due. The equipment shall be returned only after payment in full is received. Upon Lease Termination, the Lessor will be under no obligation to provide services described in this Agreement.
27. If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee's equipment and antennas. Lessor shall pay all real property taxes, assessments and deferred taxes on the Property.
28. The following specific equipment and antennas owned by the Lessee are all that is permitted by this Lease and the associated Lease payments. Additional equipment to be installed at the facility shall require a new Lease, or a modification of this Lease Agreement, prior to installation.

A.

B.

C.

29. The Lease fee for this Lease is \$\$\$\$ dollars (\$\$\$.\$) per month, payable to the Lessor monthly on the first of each month, in advance, or, an annual payment of \$\$\$\$. (\$\$\$\$.) payable in advance, and shall be due on the first date the Lessee installs equipment at the facility. A partial pro-rated payment will be established for a Lessee who establishes a Lease during a portion of the month prior to the first of the following month for the first payment. An invoice will be sent to the Lessee at least 30 days prior to its due date for annual payments. No invoice will be sent if the Lessee desires the monthly payment option and the Lessee will be responsible for making monthly payments by the first day of each month.
30. The term of this Lease shall be for a period of three (3) year starting on XXXXX 1, 200# and shall expire on XXXXXXX, 2007, renewable at the request of the Lessee for additional three (3) year terms, not to exceed three (3) additional 3-year terms. If the Lessee elects to renew this Lease for additional three (3) year terms, the monthly Lease fee shall be increased by 10.5 percent for each additional 3-year term, over the previous 3-year term's rate.
31. The Lease will be automatically renewed for an additional 3-year term at the expiration of the previous 3-year term and under the conditions stated herein, unless the Lessee notifies the Lessor, in writing, of its intent to terminate the Lease at the end of the Lease term, thirty (30) days prior to expiration. All of Lessee's equipment shall be removed from the facility on or before the date of Lease expiration.
32. If the Lessee desires to terminate the Lease prior to the expiration date, the Lessee shall remove all of the Lessee's equipment from the facility at any time on or

before the expiration date, and notify the Lessor when such removal has been accomplished. Any Lease payments made, in advance, for the periods indicated in paragraph 29, shall not be refunded for the remainder of that payment period in which the Lessee had equipment at the facility. If the Lessee has made a payment, in accordance with paragraph 29 for a new 1-year period, and that period has not been started at the time the Lessee removes all equipment and terminates the Lease, then that 1-year payment will be refunded. If the Lessee elects the monthly lease fee option, and terminates the lease prior to completing the first year of the Lease, an early termination fee of 3 times the monthly rate (\$\$\$.\$) shall be charged.

33. This lease is not transferable by the Lessee and any change in ownership, status, name, or operation of _____ will render this lease void and any successor in interest to _____ must contact Mac Pass Radio, LLC and enter into negotiations for a new lease agreement.

34. This Agreement constitutes the entire Agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

35. Lease payments shall be made to:

Mac Pass Radio LLC
Attn: Thomas Gasta
P.O. Box 63
Jefferson City, Montana 59638

This Lease is entered into this 1st day of _____, 2004.

Thomas T. Gasta for
Mac Pass Radio LLC "Lessor"
P.O. Box 63
Jefferson City, Montana 59638
(406) 933-5355

Date

"Lessee "

Signature

Date

Name

Title