

GROUND LEASE

THIS GROUND LEASE AGREEMENT (this “**Ground Lease**”), dated as of _____, 2023 (the “**Effective Date**”), is by and between the CITY OF UTQIAGVIK, an Alaska municipal organization (the “**City**”), and THE ALASKA WIRELESS NETWORK, LLC, a Delaware limited liability company (“**Tenant**”). The City and Tenant are individually a “**Party**” and collectively, the “**Parties**” for the purposes of this Ground Lease.

BACKGROUND

A. The City is the owner of the real property located at 1807 Momegana Street, Utqiagvik, Alaska 99723, further described in Exhibit A (the “**Property**”).

B. Tenant is a commercial telecommunications company that currently owns and operates a 60-foot telecommunications transmission tower (the “**Old Tower**”) and leases space in a residential home (the “**Old Shelter**”) currently situated on the Property.

C. Tenant (as successor to GCI Communication Corp.) and the City were parties to that certain Lease Agreement dated May 1, 2009, amended as of September 1, 2015 (the “**Original Lease**”), pursuant to which Tenant leased a portion of the Old Shelter and the Property under the Old Tower from the City.

D. On April 23, 2019, Tenant sent the City a letter stating its intent to exercise its option to renew the Original Lease for 5 additional years until April 30, 2024, pending approval by the City, which the City never provided.

E. Tenant and the City desire to enter into this Ground Lease in order to replace the Original Lease that has since expired.

F. Following the execution of this Ground Lease, Tenant desires to demolish the Old Tower, remove the telecommunications equipment and cable from the Old Shelter, and construct (together, the “**Tenant’s Work**”) a new 70-foot telecommunications transmission tower (the “**New Tower**”) and a new adjacent communications shelter (the “**New Shelter**”) collectively with the New Tower, the “**New Facility**”). For the avoidance of doubt, all references to the “**Facility**” made in this Ground Lease shall refer to the Old Tower prior to the performance of Tenant’s Work, and the New Facility following the performance of Tenant’s Work.

G. Pursuant to the terms of this Ground Lease, Tenant desires to lease that portion of the Property depicted on Exhibit B attached hereto (“**Leased Premises**”).

H. Concurrently with the execution of this Ground Lease, Tenant and the City desire to enter into the Colocation Agreement (defined in Section 1.4) providing for Tenant’s use and access to the Old Shelter on the Property until the completion of the New Shelter by Tenant, on the terms and conditions set forth therein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1 PREMISES; WARRANTIES

1.1 Premises. Subject to and upon the terms, conditions, covenants, and undertakings set forth in this Ground Lease, the City hereby leases to Tenant, and Tenant hereby leases from the City, the Leased Premises. The Leased Premises are leased to Tenant in its present condition without representation or warranty by the City regarding the existing state of title, any state of facts that an accurate survey or physical inspection of the Leased Premises might show, or any restrictions, rules, ordinances, regulations, statutes or any other laws now in effect or hereafter adopted by any governmental authority having jurisdiction, now or hereafter in effect. Tenant acknowledges that it is authorized to occupy the surface of the Leased Premises and is not authorized to occupy any other space within the Property unless the City changes the Leased Premises pursuant to this Section 1.1 (Premises) in an amendment signed by an authorized officer of the City. The City may grant others rights to occupy the Property not occupied by Tenant.

Notwithstanding anything in this Ground Lease to the contrary, the Facility upon the Leased Premises shall be and remain the property of Tenant during the Term unless Tenant is in default with respect to payment of Rent (as defined in Section 2.2 (Rent)), fines, penalties, fees and any other amounts due and owing to the City under this Ground Lease, or has otherwise failed to perform any of its duties and obligations provided for in this Ground Lease. Upon termination, Tenant shall return the Leased Premises to its original condition prior to the Effective Date, normal wear and tear excepted. If Tenant does not return the Leased Premises to its original condition within 45 days of termination, the City may take possession and ownership of the Leased Premises and take any one or more of the actions provided for in Article 7 of this Ground Lease.

1.2 Tenant's Warranties. Tenant hereby covenants and warrants to the City that all of the following are true, correct, and complete on the Effective Date and shall be true, correct, and complete throughout the Term:

- A. Tenant has authority to enter into, execute, and deliver this Ground Lease, and has duly authorized the execution and delivery of this Ground Lease; and
- B. Tenant represents that Tenant has had a full opportunity to inspect the Leased Premises and has determined that the Leased Premises are suitable for the intended use and accepts the Leased Premises **“AS IS” and “WHERE IS” with all faults**. Tenant's taking possession of the Leased Premises constitutes Tenant's acknowledgment that the Leased Premises are in good condition and that the City makes no representation or warranty regarding the condition of the Leased Premises nor any use that may be made thereof.

The failure of any representation or warranty by Tenant in this Ground Lease to be true when deemed given hereunder shall constitute a default by Tenant.

1.3 **AS IS/WHERE IS/NO WARRANTY.** TENANT ACKNOWLEDGES THAT THE CITY HAS NOT MADE ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR AT COMMON LAW, BY STATUTE, OR OTHERWISE RELATING TO THE LEASED PREMISES OR THE FACILITY (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, ENVIRONMENTAL CONDITION, OR GEOLOGIC CONDITION). IN FURTHERANCE OF THE FOREGOING, THE CITY EXPRESSLY DISCLAIMS AND NEGATES, AND TENANT HEREBY WAIVES (I) ANY IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY, (II) ANY IMPLIED OR EXPRESSED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (III) ANY IMPLIED OR EXPRESSED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, AND (IV) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE LEASED PREMISES AND THE FACILITY BE LICENSED ON AN “AS IS”, “WHERE IS” BASIS. THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE CONSPICUOUS DISCLAIMERS.

1.4 Colocation Agreement. Concurrently with the execution of this Ground Lease, the City and Tenant shall enter into a colocation agreement in the form attached as Exhibit C hereto (the “**Colocation Agreement**”), and such concurrent execution shall be a material term and condition of this Ground Lease. The Parties acknowledge and agree that the execution and performance of the Colocation Agreement are interdependent with this Ground Lease.

ARTICLE 2 TERM, RENT, HOLDOVER

2.1 Term. The term of this Ground Lease (the “**Term**”) commences on the Effective Date and will continue for a period ending 5 years thereafter, unless extended or earlier terminated pursuant to the provisions hereof. Tenant shall have the right to extend the Term for 3 additional 5-year terms (collectively, part of the “**Term**”) if it provides the City with written notice no less than 90 days and no more than 120 days before expiration of the Term and the City accepts such extension in writing which shall not be unreasonably withheld.. If the City fails to respond after forty-five (45) days, the extension shall be automatically accepted. If Tenant remains in possession of the Leased Premises after expiration of the Term or termination of this Ground Lease, such possession shall be a violation of this Ground Lease and the City may exercise any rights available to it at law, at equity, or in this Ground Lease. While remaining in possession, Tenant shall be treated as a holdover tenant and will be deemed to have offered to continue as a month-to-month tenant. The City shall have the right to exercise all available rights at law. Tenant’s Base Rent

during any holdover month shall be two times the amount of monthly Base Rent in the immediately preceding month.

2.2 Rent. Commencing on the first day of each month beginning on the Effective Date and continuing on the first day of each succeeding month thereafter during the Term, Tenant shall pay the City: (1) a rent payment of \$800 in advance for the month (the “**Base Rent**”); and (2) an amount equal to 50% of any fees collected by Tenant in the previous month from subleasing, licensing, or otherwise granting the use of the Facility or Leased Premises by third-parties (the “**Subleasing Fee**”). For clarity, the Subleasing Fee shall apply to the rental amount for ground or tower space on the Leased Premises, not for telecommunication services on third-party cell tower revenue. The Base Rent shall increase by 3% on each anniversary of the Effective Date until the termination of this Ground Lease. Any Rent not paid within 5 days of the due date will be subject to a late fee of \$200, plus interest at a rate of 12% per annum for each day the payment is late. For the purposes of this Ground Lease, “**Rent**” shall mean collectively the Base Rent, Subleasing Fee, late charges, or other charges under this Ground Lease. If any Rent payment due under this Ground Lease is overdue by more than 60 days, the Mayor or his/her designee may suspend Tenant’s use of the Leased Premises until full payment of all amounts owed is received.

2.3 Additional Costs. Tenant shall be responsible for the direct payment of all costs, taxes, expenses, and obligations of whatever character or kind, general or special, ordinary or extraordinary, foreseen or unforeseen and of every kind or nature whatsoever, relating to the Leased Premises and Tenant’s use and occupancy thereof (whether covered by insurance or not), including, without limitation, (i) utilities, (ii) insurance costs, (iii) maintenance, repair and replacement costs, and (iv) any and all costs to comply with requirements in connection with Tenant’s use or occupancy of the Leased Premises during the Term.

2.4 Payment Method. All payments due hereunder shall be paid by Tenant to the City at the address set forth in Article 9 or to such other place as the City may notify Tenant in writing.

ARTICLE 3 MAINTENANCE

3.1 Maintenance. During the Term, Tenant, at its sole expense, shall keep and maintain the Leased Premises in good and safe condition and repair, including any and all snow and ice removal, shoveling, and plowing required, and shall make all repairs and replacements necessary to keep the Leased Premises in such condition, ordinary wear and tear excepted. The City shall have no duty to perform snow or ice removal, or any other maintenance or repair on the Leased Premises, but may, without waiving or releasing Tenant, cure Tenant’s breach of any of its obligations under this Section 3.1 (Maintenance). Tenant agrees to pay the City all of the City’s reasonable expenses incurred in connection with curing Tenant’s breaches, in addition to its remedies set forth in Article 7 (Default; Remedies).

**ARTICLE 4
USE OF LEASED PREMISES**

4.1 Use of Leased Premises. The Leased Premises shall be used solely for the purpose of construction, maintenance, and operation of the Facility. Tenant shall not use or permit the use of the Leased Premises for any other purpose. Furthermore, Tenant shall, at its sole cost and expense, comply with all laws and requirements applicable to the Leased Premises now in force of which may hereafter be in force. As part of the agreed upon renovations to the Leased Premises, Tenant is only authorized by the City to perform the following: (A) demolish and remove the Old Tower; (B) remove all Tenant's equipment and cables in the Old Shelter and return to its original condition (normal wear and tear expected); and (C) construct all improvements, including, without limitation, the New Facility, in a workmanlike manner. Tenant shall have the right to use and store batteries on the Leased Premises as required for Lessee's technical facility and related communications equipment, subject to the terms contained in Section 6.1 (Indemnification) and Tenant's compliance with applicable law(s). Tenant is not authorized to use any part of the Property or the Leased Premises for storage of materials outside of the Facility without the prior written consent of the City.

4.2 Impact on Insurance. Tenant shall not use or permit the Leased Premises, or any part thereof, to be used for any purpose or purposes other than the purpose provided for in Section 4.1. No use will be made or permitted to be made of the Property, or acts done, that will cause a cancellation of any insurance policy covering the Property, or any part thereof. Tenant shall not sell or permit to be kept, used, or sold, in, on, or about the Leased Premises, any article that may be prohibited by the insurance policies required to be maintained by Tenant or the City. Tenant shall, at its sole cost and expense, comply with all requirements of any insurance organization or company for the maintenance of insurance, as herein provided, covering the Leased Premises or the Property.

4.3 Signage. Tenant, at its sole cost and expense, shall be permitted to place signage ("**Signage**"), on, in, and around the Leased Premises, subject to prior review and approval by the City, in its reasonable discretion. Tenant shall be solely responsible for all permitting, installation, maintenance, and removal of Tenant's Signage.

4.4 Protection of the City's Title. Tenant shall not suffer or permit the Leased Premises to be used by the public or any other person or entity in any manner that might reasonably impair the City's title to the Property or any portion thereof.

4.5 Entry by the City. Tenant will permit the City, and the agents and employees of the City, to enter into and upon the Leased Premises at all reasonable times for the purpose of inspecting the Leased Premises and the Facility; provided that the City and its agents and employees shall give prior notice to Tenant that they desire to inspect the interior of the Leased Premises and Facility and shall use commercially reasonable efforts not to disrupt Tenant's operations in the Facility; provided, further, that no such prior notice shall be required in connection with any emergency on the Property.

4.6 Lien-Free. Tenant shall keep the Leased Premises free from any liens arising out of any work performed, material furnished, or obligation incurred by Tenant. Should any mechanic's or other lien be filed against the Leased Premises by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be cancelled and discharged or record by bond or otherwise within 10 business days after notice by the City, Tenant hereby indemnifies and holds the City harmless against loss, damage, attorneys' fees, and all other expenses on account of claims of any lien whatsoever, including for laborers or materialmen or others for work performed, materials, or supplies furnished for Tenant, or persons claiming under it. The City shall not subordinate to any lienholder (material, labor, debt, financing, or otherwise).

4.7 Common Areas. Tenant, and its licensees, concessionaires, employees, and customers shall have the non-exclusive right to use the Common Areas of the Property, in common with the City, other tenants of the Property, and other persons entitled to use the same, subject to this Ground Lease. The City shall not be responsible for the maintenance, repair, or replacement of the Common Areas. As used in this Ground Lease, "**Common Areas**" means the parking areas, roadways, walkways, sidewalks, driveways and areas, ramps, landscaped and planted areas, streets, stairways, and utility lines located with the Property and shared in common by tenants on the Property. The City may, in its reasonable discretion, do any of the following: (a) require that automobiles operated by Tenant or its employees be parked at specific locations of the Common Areas or at parking areas located outside the Property which are in reasonable proximity thereto; (b) designate space within the parking areas for other items utilized by tenants; and (c) provide short-term or exclusive parking with signage to other tenants. The City shall not be responsible for any loss, theft, or damage to Tenant's equipment, tools, vehicles and their contents, or structures, and Tenant agrees to so advise its employees, visitors or invitees who may use such parking areas. Tenant further agrees not to use or permit its employees, visitors or invitees to use the parking areas for overnight storage of vehicles. The City reserves the unrestricted right to change the driveways, entrances, parking areas, sidewalks, landscaped areas and any other Common Areas so long as any such changes do not materially and adversely restrict Tenant's access to the Leased Premises. The City may temporarily close or change parts of the Common Areas for such periods of time as may be necessary for reasonable repair, maintenance, and traffic regulation and to prevent the public from obtaining prescriptive rights in or to the Common Areas.

ARTICLE 5 INSURANCE; DAMAGE OR DESTRUCTION

5.1 Workers' Compensation. Tenant shall ensure that, with respect to all personnel performing work on the Leased Premises, Tenant maintains in effect at all times during the Term, coverage or insurance in accordance with the applicable State of Alaska laws relating to workers' compensation and employer's liability insurance. Tenant shall ensure that any contractors or subcontractors engaged to perform work on the Leased Premises maintain workers' compensation coverage to the extent required by law.

5.2 Liability Insurance. During the Term, and during any holdover thereafter, whether or not holdover is authorized by the City, Tenant shall keep in full force and effect a policy or policies of: (1) comprehensive general liability insurance which includes bodily injury, property damage, and personal injury, acceptable to the City with respect to the Leased Premises and the

Facility operated by Tenant in which the limits for each shall be not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; (2) automobile liability acceptable to the City in which the limits for each shall be not less than \$1,000,000; and (3) excess umbrella acceptable to the City with respect to the Leased Premises and the Facility operated by Tenant in which the limits for each shall be not less than \$10,000,000. Tenant covenants that it will provide 30 days' prior notice to the City of any proposed cancellation, expiration, or diminishment in material terms thereof. Each policy of comprehensive general liability insurance shall:

- A. Provide that the liability of the insurer thereunder shall be primary and not be affected by, and that the insurer shall not claim, any right of setoff, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for the City, Tenant, or any person claiming by, through, or under any of them;
- B. Contain a waiver by the insurer, if available, of any right of subrogation to proceed against the City or against any person claiming by, through, or under the City; and
- C. Name the City and its respective employees, officers, and agents as additional insureds in each of Tenant's policies, except for workers' compensation insurance.

5.3 Proof of Insurance. Tenant shall deliver to the City certificates of insurance on or before the Effective Date of this Ground Lease or at such other date as agreed to in writing by the City. Additionally, Tenant shall deliver to the City copies of the policy or policies of insurance, certificates of insurance, or copies of endorsements as reasonably requested by the City from time to time, no less than within 30 days of each anniversary of the Effective Date.

5.4 Damage or Destruction. As soon as possible after any event of fire or other casualty to the Leased Premises, Tenant shall commence, and thereafter diligently and continuously pursue to completion, the repair of such damage and the restoration of the Leased Premises to its condition immediately prior to such damage. The City shall not be responsible nor liable for any defect or change of condition in the Leased Premises or the Property, or any damage thereto, whether to any person or property, due to any cause whatsoever, including, but not limited to, damage done by flood, tsunami, wind, snow, ice, erosion, earthquake, fire, utility outage or variation, or acts of Tenant or any other party.

5.5 Hazardous Material. During the Term, Tenant shall comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, and municipal governments, and all departments thereof, relevant or related to the presence, storage, use, maintenance, and removal of toxic, hazardous, or contaminated substances (collectively, "**Hazardous Material**") in, on, or about the Leased Premises, which presence, storage, use, maintenance, or removal is caused or permitted by Tenant. Tenant agrees to defend, indemnify, release, and forever hold harmless the City, its agents, successors, employees, elected officials, and assigns, as their interest may appear, from all claims, losses, damages, expenses, and costs, including, but not limited to, actual attorneys' fees and clean-up costs, directly or indirectly arising from or attributable to Tenant's use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Material in, on, under, or about

the Leased Premises. In case any action or proceeding is brought against the City with respect to the foregoing, Tenant shall upon notice from the City defend such action or proceeding by counsel satisfactory to the City.

5.6 Waiver of Subrogation. Tenant hereby waives any and all rights of recovery against the City, or against the officers, employees, agents and representatives of the City (in both their official and personal capacities), for loss of, or damage to, such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damages.

ARTICLE 6 INDEMNIFICATION

6.1 Indemnification. Tenant shall defend, indemnify, and hold the City, its elected and appointed officials, officers, employees, agents, trustees, administrators, sureties, insurers, attorneys, successors and predecessors in interest, assigns and receivers (in both their official and personal capacities), and each of them, past, present and future (the “**Indemnified Parties**”), harmless from and against any and all claims arising from (1) Tenant's use of the Leased Premises, or from the operation of the Facility, or from any activity, work or things done, permitted or suffered by Tenant in or about the Leased Premises or elsewhere; (2) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Ground Lease; (3) any act or omission of Tenant, or any of Tenant's agents, contractors, invitees, subtenants, customers, employees, or any person claiming by, through or under Tenant, in, on, or about the Leased Premises or in connection with this Ground Lease; and (4) any accident on or in connection with the Leased Premises, or any fire thereon, or any nuisance made or suffered thereon. Tenant shall further indemnify and hold the Indemnified Parties harmless from and against all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any proceeding brought against the Indemnified Parties by reason of any such claim. Tenant, upon notice from the City, shall defend any of the above-described claims at Tenant's expense by counsel reasonably satisfactory to the City. Tenant, as a material part of the consideration to the City, hereby assumes all risk of damage to property or injury to persons, in, upon, or about the Leased Premises, arising from any cause and Tenant hereby waives all claims in respect thereof against the Indemnified Parties. Under no circumstance shall the City be liable to Tenant, or to any third-party, for: (a) any interruption in Tenant's or subtenant's communication services; or (b) any data breach or cyberattack caused by a third-party's access to the Leased Premises, regardless of howsoever caused.

ARTICLE 7 DEFAULT; REMEDIES

7.1 Definition. Tenant's failure to pay the Rent, fines, penalties, fees and any other amounts due and owing to the City within 5 days after the City provides written notice to Tenant of such failure, or Tenant's failure to observe or perform any of the obligations of Tenant provided herein or under the Colocation Agreement within 30 days after the City provides written notice to Tenant of such failure, will be an “**Event of Default.**”

7.2 Remedies of the City. If an Event of Default occurs, the City may thereafter take any one or more of the following actions:

- A. Terminate this Ground Lease in accordance with any laws governing such termination, and require Tenant to immediately surrender the Leased Premises to the City, including the Facility if any unpaid Rent is owed to the City;
- B. Enter and take possession of the Leased Premises and the Facility, in accordance with any laws governing such repossession, and remove Tenant, with or without having terminated this Ground Lease, or re-let the Leased Premises;
- C. Take such action as may be necessary to cure such default and charge the reasonable cost (including reasonable actual attorneys' fees) of cure to Tenant; or
- D. Exercise any other remedy available to the City at law or in equity.

7.3 Default by the City. The City shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within 30 days after receipt of written notice by Tenant to the City specifying the nature of such default; provided, however, that if the nature of the City's obligation is such that more than 30 days are required for its performance, then the City shall not be deemed to be in default if it shall commence its performance within such 30 day period and thereafter shall diligently prosecute the same to completion. If the City default occurs, Tenant may thereafter pursue any other remedy to which Tenant is entitled at law or in equity.

ARTICLE 8 DUTIES UPON TERMINATION OR EXPIRATION

8.1 Surrender of Leased Premises. Upon expiration or early termination of this Ground Lease, Tenant shall surrender to the City the possession of the Leased Premises. Tenant shall leave the Leased Premises in a clean and leasable condition, which shall include removal of all personal property, trash, vehicles, and the Facility. If Tenant fails to surrender the Leased Premises at expiration or termination, Tenant shall defend and indemnify the City from all liability and expense resulting from the delay or failure to surrender, including, but not limited to claims made by any succeeding tenant founded on or resulting from Tenant's failure to surrender. In the event of failure or refusal of Tenant to surrender possession of the Leased Premises, the City shall have the right to reenter the Leased Premises and remove therefrom Tenant or any entity in possession and to obtain damages from Tenant.

8.2 Abandonment of Tenant's Facility, or any Personal Property. The Facility, all fixtures, improvements, and all personal property that Tenant leaves on the Leased Premises shall, on the 10th day following expiration or termination of this Ground Lease, be conclusively deemed abandoned. Abandoned property shall, at the election of the City, become the property of the City or be disposed of by the City as it sees fit, without notice to Tenant or obligation to pay to Tenant any sums which the City might receive from the sale or disposition of the abandoned property.

8.3 Liability for Cleanup Expenses. In addition to Tenant’s other obligations and liabilities under this Ground Lease, Tenant shall be liable for all costs and expenses incurred by the City to remove or destroy the Facility or any personal property required to be removed under Section 8.1 (Surrender of Leased Premises); or to dispose of the Facility or any personal property abandoned under Section 8.2 (Abandonment of Tenant’s Facility, or any Personal Property); and, if Tenant fails to leave the Leased Premises and surrendered property in clean and leasable condition, to put the Leased Premises in that condition.

**ARTICLE 9
MISCELLANEOUS**

9.1 Notices. All notices provided for in this Ground Lease must be in writing and delivered at the following addresses, or any substitute addresses of which either Party notifies the other, by personal delivery, or United States certified or registered mail, postage prepaid and return receipt requested. Notices shall be effective upon receipt.

To the City:

City of Utqiagvik
Attn: Mayor
PO Box 629
Utqiagvik, AK 99723

With a copy to (which shall not constitute service):

Dorsey & Whitney, LLP
Attn: Bonnie J. Paskvan
1031 W 4th Avenue, Suite 600
Anchorage, Alaska 99501

To Tenant:

The Alaska Wireless Network, LLC
Attn: Mgr. Land and Leasing
2550 Denali Street, Suite 1000
Anchorage, Alaska 99503-2781

With a copy to:

The Alaska Wireless Network, LLC
Attn: Corporate Senior Legal Counsel
2550 Denali Street, Suite 1000
Anchorage, Alaska 99503-2781

9.2 Captions. The Article, Section, and subsection headings in this Ground Lease are only for convenience. They are not a part of this Ground Lease and must not be considered in interpreting this Ground Lease.

9.3 Entire Agreement; Modification. This Ground Lease with the Colocation Agreement collectively constitute the complete, final, and exclusive agreement between the Parties as to the subject matter thereof and hereof, and supersede any prior oral or written agreements between the Parties, including, without limitation, the Original Lease. All prior understandings, terms, or conditions of the Parties are deemed merged into this Ground Lease. In the event of an actual conflict between this Ground Lease and the Colocation Agreement, the terms of this Ground Lease shall control. This Ground Lease may not be modified or amended unless agreed to in a writing signed by authorized representatives of the Parties.

9.4 Parties Bound. The covenants and conditions herein contained will apply to and bind the successors and assigns of the Parties hereto.

9.5 Governing Law. The provisions of this Ground Lease and all questions arising concerning this Ground Lease shall be determined and resolved in accordance with the laws of the State of Alaska, without regard to conflicts of law principles. Jurisdiction and venue as to any action, claim, or proceeding arising out of, or based upon this Ground Lease, including, but not limited to, any action for declaratory or injunctive relief, shall be convened in the trial courts of the State of Alaska, Third Judicial District, Anchorage, Alaska.

9.6 Specific Performance. Tenant acknowledges and agrees that any breach of this Ground Lease would give rise to irreparable harm to the City for which monetary damages would not be an adequate remedy. Tenant accordingly agrees that, in addition to any other rights or remedies it may have at law or in equity, the City shall be entitled to seek to enforce the terms of this Ground Lease by decree of specific performance without the necessity of proving the inadequacy of monetary damages as a remedy. Tenant waives any defense that a remedy at law is adequate and any requirement to post bond or provide similar security in connection with actions instituted for injunctive relief or specific performance of this Ground Lease.

9.7 Date for Performance. Any time period provided for in this Ground Lease that expires on a Saturday, Sunday, or holiday will automatically be extended until 5:00 pm on the next regularly scheduled business day.

9.8 Severability. If a court of proper jurisdiction finds any provision of this Ground Lease to be illegal or unenforceable, that provision is affected only to the extent of the invalidity. The remainder of that provision and all remaining provisions of this Ground Lease will continue in full force and effect.

9.9 Counterparts. This Ground Lease may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which, when taken together, will constitute the same instrument. Signatures on this Ground Lease that are transmitted by email, facsimile, or other electronic means are valid for all purposes.

9.10 No Assignment or Subleasing. Notwithstanding anything herein contained to the contrary, Tenant shall not sublease the Leased Premises or assign this Ground Lease without the prior written consent of the City, in its sole discretion. Subleases shall be subject to the rental charges owed to the City under Section 2.2 (Rent). For the purposes of this Ground Lease, any

change in control of 50% or more of the ownership interest in Tenant, or any parent entity of Tenant, shall constitute an assignment.

9.11 No Third-Party Beneficiaries. This Ground Lease does not create, and shall not be construed as creating, any rights enforceable by any person or entity not a party to this Ground Lease.

9.12 Mitigation. Each Party under this Ground Lease shall use commercially reasonable efforts to mitigate any damages caused thereby.

9.13 Time of the Essence. Every provision in this Ground Lease, which imposes an obligation upon a Party or invests a right in a Party, shall be deemed to be a covenant in favor of the other Party, and the time of observance and performance by the Party of each such covenant shall be of the essence.

9.14 No Recording. The Parties agree that neither this Ground Lease, nor any memorandum thereof, shall be recorded.

9.15 Survival. The following sections and articles shall survive the termination or expiration of this Ground Lease: Section 1.3 (AS IS/WHERE IS/NO WARRANTY), Section 2.3 (Additional Costs), Section 5.5 (Hazardous Material), Section 5.6 (Waiver of Subrogation), Section 6.1 (Indemnification), Section 7.2 (Remedies of the City), Article 8 (Duties upon Termination or Expiration), Section 9.1 (Notices), Section 9.5 (Governing Law), Section 9.6 (Specific Performance), and Section 9.16 (Attorneys' Fees).

9.16 Attorneys' Fees. In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Ground Lease on the part of the Parties, the substantially prevailing Party in such litigation shall be entitled to recover any and all costs associated with such litigation, including actual attorneys' fees and costs.

9.17 Waiver. No delay or omission by either Party hereto to exercise any right or power accruing upon any noncompliance or default by the other Party with respect to any of the terms hereof shall impair any such right or power or be construed to be a waiver thereof. Subject to the provisions of this Section 9.17 (Waiver), every such right and power may be exercised at any time during the continuance of such default. It is further agreed that a waiver by either of the Parties hereto of any of the covenants and agreements hereof to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenants or agreements herein contained.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Ground Lease to be duly executed as of the Effective Date.

THE CITY:

City of Utqiagvik

By: _____

Name: Elizabeth Asisaun Toovak

Title: Mayor

TENANT:

The Alaska Wireless Network, LLC

By: _____

Name: _____

Title: _____

Exhibit A
Property Description

**Exhibit B
Depiction of Leased Premises**

[Attached]

**Exhibit C
Form of Colocation Agreement**

[Attached]

**Exhibit D
Construction Diagram of New Facility**

[Attached]