

RESIDENTIAL LEASE AGREEMENT

(1807 Momegana Street)

This **RESIDENTIAL LEASE AGREEMENT** (this “**Lease**”), dated as of **March 1, 2024** (the “**Effective Date**”), is by and between the City of Utqiagvik, an Alaska municipal organization (“**Landlord**” or the “**City**”), and the individual(s) listed in Exhibit A (individually and collectively, as context requires, “**Tenant**”). Landlord and Tenant are individually, a “**Party**” and collectively, the “**Parties**” for the purposes of this Lease.

RECITALS

A. Landlord is the fee simple owner of the property described as:

Lot 15, Block 21, as shown on the official plat of U.S. SURVEY 4615, BARROW TOWNSITE, as accepted by chief, division of Engineering, for the director, on September 2, 1964; Records of the Barrow Recording District, Second Judicial District, State of Alaska (the “**Property**”).

B. Located on the Property is a house leased by Landlord to tenants for non-exclusive use as a private single-family residential purposes (the “**Building**”), as further discussed below.

C. As described in Section 1, the Building currently also houses collocated telecommunications equipment, with rights to access and use portions of the Building.

D. Tenant desires to rent, and Landlord desires to lease, the Premises (as defined below) on the terms and conditions as contained herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, agree as follows:

1. Description of the Premises. Landlord hereby leases to Tenant, and Tenant leases from Landlord, the Premises subject to the terms and conditions set forth herein and all matters of record. The “**Premises**” consists of the specific demised space, including the Building together with all improvements, fixtures, right-of way, easements, all other appurtenant interests, and other improvements, as depicted in green on Exhibit B, attached hereto for the sole purpose of more specifically locating the Premises.

Notwithstanding the foregoing, Tenant acknowledges and agrees that this Lease shall be subject in all respects to that certain Colocation Agreement by and between Landlord and The Alaska Wireless Network, LLC, a Delaware limited liability company (“**AWN**”), dated December 11, 2023 (the “**Colocation Agreement**”), pursuant to which Landlord granted to AWN (i) a non-exclusive right to access and use the space in the Building as depicted in red on Exhibit C (the “**AWN Space**”); (ii) a non-exclusive right to access and use the electrical infrastructure that is incorporated into the Building; and (iii) a non-exclusive right to collocate its equipment in AWN Space, including the right to install, maintain, use, operate, monitor, repair, and replace all the

existing equipment in the AWN Space. Tenant agrees to allow AWN and Landlord access to the AWN Space and the use of the equipment therein, as provided and in accordance with the terms of the Colocation Agreement. Tenant hereby agrees that it will not access or use the AWN Space in the Building without the prior written consent of Landlord, and it will not damage or otherwise alter any equipment therein. Tenant shall indemnify, defend, and hold harmless Landlord from and against any liability or expense (including actual attorneys' fees and costs) incurred as result of any claim or demand by a third party, including AWN, arising from any damage to, use of, or claim related to the AWN Space or the equipment located therein by Tenant or any invitee.

2. Term.

(a) Initial Term. The initial term of this Lease (the "**Initial Term**") shall commence on March 1, 2024 (the "**Commencement Date**") and end on March 1, 2024 ("**Expiration Date**") unless terminated pursuant to the terms of this Lease.

(b) Renewal Term; Lease Limit of 20 Years. Tenant shall have the right to extend the Term for another year (each a "**Renewal Term**" and collectively with the Initial Term, the "**Term**") if it provides Landlord with written notice no less than 90 days before expiration of the any Term. This Agreement shall not last longer than 20 years from the Commencement Date as required by the City's Code of Ordinances (the "**Code**") § 13.12.040(A).

3. Rent.

3.1. Amount of Rent. The rent to be paid by Tenant to Landlord for the term of this Lease shall be \$1,600 per month (the "**Base Rent**") which shall be paid on the Commencement Date, and thereafter on or before 5:00 p.m. the first day of each month following the Commencement Date. The Base Rent shall increase by 3% on each anniversary of the Commencement Date. In the event the Commencement Date does not occur on the first day of a calendar month, Tenant shall be responsible for the payment of Base Rent for the fractional month on a pro rata basis. "**Rent**" means the Base Rent, together with all other charges payable by Tenant under this Lease, including for utilities, maintenance and repair, and insurance.

3.2. Security Deposit. On or prior to the Commencement Date, Tenant shall deposit with Landlord the sum of \$1,600 as a security deposit (the "**Security Deposit**") for Tenant's compliance with the terms and conditions of this Lease. The Security Deposit shall not be considered as payment of the last month's Base Rent by Tenant. In the event that Tenant is in default hereunder, Landlord may use, apply, or retain the whole or any part of the Security Deposit for the payment of Rent, including, without limitation, any sum expended by Landlord on Tenant's behalf in accordance with the provisions of this Lease or any sum which Landlord may expend or be required to expend by reason of Tenant's default, including, without limitation, damages or repairs to the Premises or any damages or deficiency Landlord incurs in reletting the Premises. The use, application, or retention of the Security Deposit or any portion thereof by Landlord shall not prevent Landlord from exercising any other right or remedy provided for hereunder or at law and shall not be construed as liquidated damages nor operate as a limitation on any recovery to which Landlord may otherwise be entitled. In the event that the Security Deposit held by Landlord is reduced by such use or application, within 10 days after written notice from

Landlord, Tenant shall deposit with Landlord an amount sufficient to restore the full amount of the Security Deposit as of the time such application was made. Should Tenant fully and faithfully comply with all the provisions of this Lease, the Security Deposit or any balance thereof, without any interest thereon, shall be reimbursed to Tenant within 30 days after the expiration of the Term when the Premises have been properly vacated and inspected, the keys have been returned, and no further issues or liabilities remain under this Lease. In the event of a transfer of Landlord's interest in the Premises, Landlord shall have the right to transfer the Security Deposit to the transferee thereof, and thereby be relieved of further liability therefore. Landlord shall not be required to, and Tenant hereby specifically waives any requirement that Landlord, keep the Security Deposit separate from Landlord's general funds and Tenant shall not be entitled to, and Tenant hereby specifically waives any requirement that Landlord pay any interest on the Security Deposit. Landlord may use, invest or employ, the Security Deposit as if the Security Deposit were its own funds; provided, however, in no event shall the foregoing alter Landlord's obligation to refund the Security Deposit on the terms and conditions provided for in this Section. In the event that Tenant becomes the debtor in a bankruptcy proceeding, or any other debtor-creditor proceeding, the Security Deposit shall be deemed to be applied first to the payment of Rent and other charges due Landlord for all periods prior to the filing of such proceeding.

3.3. Method of Rent Payment. Tenant shall make monthly payment of the Rent in lawful currency of the United States. If Tenant pays any such Rent or other amount by check and any check fails to clear and is returned unpaid, then Landlord may at its option require Tenant to thereafter pay all Rent and other amounts that Tenant is required to pay to Landlord hereunder by cash, cashier's or certified check, or by electronic wire transfer. Landlord is not required to accept partial payment of Rent or other charges.

3.4. Delivery of Rent Payment. Rent and Security Deposit shall be paid to the "City of Utqiagvik" and delivered to City Hall at 2022 Ahkovak Street, Utqiagvik, Alaska 99723.

3.5. Overdue Rent. Any Rent lost in the mail or any Rent paid with bad, cancelled, or returned checks will be treated as unpaid until received by Landlord. Tenant further agrees to pay a late charge to Landlord equal to 10% of the amount of monthly Base Rent (the "**Late Fee**") if Tenant fails to deliver the monthly Rent to Landlord on or before 5:00 p.m. the 5th day of each month for any reason whatsoever. In addition to the Late Fee, any Rent unpaid on or before 5:00 p.m. the 5th day of each month shall bear interest at the rate of 10% per annum from the date Rent was due until paid in full.

3.6. Under Payment of Rent. No payment by Tenant or receipt by Landlord of an amount less than the amount of any payment of Rent or other amount herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent or other amount, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Rent or other amount be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or other amount or pursue any other remedy provided for in this Lease or available at law or in equity.

4. Taxes and Assessments. Landlord shall pay all real property taxes and assessments on the Premises and the Building. Tenant agrees to pay any and all taxes and assessments, if any, on the personal property and/or fixtures that Tenant places on or in the Premises.

5. Notification of Absence from the Premises; Guests in the Premises. Tenant shall notify Landlord in writing of any anticipated absence from the Building in excess of 7 days no later than the first day of the extended absence. No visitors or guests, other than immediate family members, shall be permitted to use or occupy the Building for more than 7 days without the prior written consent of Landlord.

6. Utilities and Other Services. Tenant shall contract for and directly pay the appropriate provider for all utilities provided to the Premises when due, except for electricity which shall be paid by Landlord. Utilities paid by Tenant shall include, without limitation, water, gas, cable or satellite TV, internet, security system monitoring, and telephone, as applicable. Landlord shall not be liable to Tenant in damages or otherwise if any one or more of such utilities or services used or consumed at the Premises is interrupted or terminated because of: (a) necessary repairs, maintenance, replacements, improvements or alterations, (b) the failure or inability of any provider of any such utility or service to provide such utility or service to the Premises, (c) any Law, or (d) any other cause beyond Landlord's reasonable control. No such interruption or termination of utilities or services shall relieve Tenant from any of its obligations under this Lease.

7. Use of the Premises.

7.1. General Use. All subject to the Colocation Agreement, the Premises shall be used and occupied as a private single family dwelling only by Tenant. Tenant, upon paying the Rent and other payments herein required from Tenant, and upon Tenant's performance of all of the terms, covenants and conditions of this Lease on its part to be kept and performed, may quietly have, hold and enjoy the Premises during the Term as herein provided without any disturbance from Landlord.

7.2. Prohibitions. Tenant shall not: (a) use or permit upon the Premises anything that would invalidate any policies of insurance now or hereafter carried on the Premises or that will increase the rate of insurance on the Premises; (b) deface or injure the Premises or overload any floor of the Building in any manner; (c) do anything or permit anything to be done upon the Premises in any way tending to create a nuisance, or tending to disturb any other person or neighbor, including, without limitation, the playing of music audible outside the Premises and the placement of signs in or displayed through any window or door; (d) commit or suffer to be committed any waste upon the Premises; (e) subject to Section 5, allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's prior written consent; (f) allow any part of the Premises to be used for short-term rental (e.g. Airbnb, VRBO, etc.); or (g) subject to the Colocation Agreement, use or permit any part of the Building to be used at any time for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling; provided, however, that business conducted on the Premises by computer, mail, or telephone is permissible so long as no customers, clients, or other business associates regularly visit the Premises for business purposes. All sound generated within the Premises, including interior and exterior spaces, shall be governed by the rules

and regulations of the Premises, applicable codes, laws and consents, and Tenant shall obtain all required permits for any such sound-generating activity.

7.3. Compliance with Laws. Tenant, at Tenant's expense, shall comply with all present and future federal, state and local laws, ordinances, orders, rules and regulations (collectively, "**Laws**"), and shall procure all permits, certificates, licenses and other authorizations required by applicable Law relating to Tenant's use or occupancy of the Property or Tenant's activities on the Property. Tenant shall defend, indemnify, and hold Landlord, 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 harmless from and against all claims, demands, liabilities, fines, penalties, losses, costs and expenses including, but not limited to, costs of compliance, remedial costs, and actual attorneys' fees and litigation (or arbitration) related costs, arising out of or relating to any failure to Tenant to comply with applicable Laws. Tenant's indemnification obligations shall survive the expiration or termination of this Lease.

8. Condition, Repair and Maintenance.

8.1. Tenant Maintenance. Tenant shall: (a) maintain the Premises in a neat and undamaged condition and, in particular, (b) comply with applicable provisions of the building codes, (c) maintain the Building in a clean and safe condition, (d) dispose of all rubbish, garbage and other waste in a clean and safe manner, (e) keep and use all plumbing and electrical, sanitary, heating, ventilating and air conditioning facilities and other facilities and appliances in a clean and reasonable manner, (f) not disturb the neighbors or in any way, deface, damage, impair or otherwise destroy any part of the Premises, and (g) have responsibility for snow and ice removal as conditions require. Tenant acknowledges and agrees Landlord has no obligation to remove or address snow or ice on the Property or the Building. If Tenant fails to comply with such requirements, Landlord may make necessary repairs and submit a bill to Tenant. Tenant shall be responsible for any and all damages as a result of Tenant's negligence, misbehavior, or horseplay by Tenant, Tenant's guests, or by other visitors. Tenant also agrees to replace furnace filters, air conditioning filters, light bulbs and smoke alarm batteries as frequently as conditions require. Tenant covenants that all of the above conditions shall be met in every respect, and acknowledges that failure to perform any of Tenant's obligations herein shall be considered grounds for termination of this Lease.

8.2. Condition of Property. Tenant acknowledges that he/she/they inspected the Premises and Building and is familiar with the Premises as of the Commencement Date. Tenant agrees to accept the Premises on an "**AS-IS, WHERE-IS BASIS**" in which it exists on the Commencement Date. Landlord makes no warranty or representations whatsoever, express or implied, regarding the Premises, the condition thereof, or any prior uses.

9. Alterations.

9.1. No Alterations. Tenant shall not make any alterations or changes to the Premises including, without limitation, installing, or removing any fixtures or equipment within the Building, without first obtaining the written consent of an authorized representative of Landlord, which consent shall be within Landlord's sole and absolute

discretion; and in such event, Tenant agrees to fully and promptly pay for the same, and shall allow no lien to be placed upon the Property, the Premises, the Building, or upon the interest of Landlord.

9.2. Indemnification. During the Term, to the fullest extent allowed under the Law, **Landlord shall not be liable** for any damage or injury of or to Tenant or Tenant's family, guests, invitees, or agents, or to any person entering the Premises or the Building or to goods or equipment, or in the structure or equipment of the structure of which the Building are a part. Tenant shall indemnify, defend, and hold harmless Landlord from and against any liability or expense (including actual attorneys' fees and costs) incurred as result of any claim or demand by a third party arising from (a) any breach of this Lease; (b) Tenant's use of the Premises, including any claim or demand alleging damage to property or personal injury or death, whether brought by any guests or invitees of Tenant or arising from the acts or omissions of any guests or invitees of Tenant; or (c) the negligence, gross negligence, or willful misconduct of Tenant or any Tenant's guests or invitees. Landlord shall be entitled to indemnification hereunder and shall give written notice to Tenant of any claims, suits or proceedings by third parties which may give rise to a claim for indemnification with reasonable promptness after receiving written notice of such claim (or, in the case of a proceeding, is served in such proceeding); provided, however, that failure to give such notice shall not relieve Tenant of their obligation to provide indemnification. Once Tenant confirms in writing to Landlord that he/she/they is prepared to assume Landlord's indemnification obligations hereunder, Tenant shall have control over the defense of the claim, at his/her/its own cost and expense; provided, however, that Landlord shall have the right to be represented by its own counsel at its own cost in such matters. Notwithstanding the foregoing, Tenant shall not settle or dispose of any such matter in any manner which would require Landlord to make any admission, or to take any action (except for ceasing use or distribution of the items subject to the claim) without the prior written consent of an authorized representative of Landlord, which shall not be unreasonably withheld or delayed. Tenant shall reasonably cooperate with Landlord and its counsel in the course of the defense of any such suit, claim or demand, such cooperation to include using reasonable efforts to provide or make available documents, information, and witnesses and to mitigate damages.

9.3. Prohibition on Hazardous Materials. Except for ordinary materials commonly used in the residences in accordance with all laws and regulations, such as common cleaning materials, Tenant agrees not to cause or permit any Hazardous Materials to be brought upon, stored, used, handled, generated, released or disposed of on, in, under or about the Premises by Tenant or its agents, guests, or invitees, without the prior written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. Tenant will indemnify, defend (with counsel selected by Landlord) and hold harmless Landlord and its nominees, officers, directors, agents, employees, successors, and assigns, from and against any and all liability arising from any and all claims, demands, litigation, consequential damages or governmental action involving the presence of Hazardous Materials and/or wastes, toxic and nontoxic pollutants and contaminants including, but not limited to, petroleum products and asbestos on the Premises, caused by Tenant. As used herein, "**Hazardous Material**" means any hazardous, toxic or radioactive substance, material, matter or waste regulated by any Law, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980,

42 U.S.C. Sec. 9601 et seq., and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sec. 5901 et seq.

9.4. Locks. Tenant shall not install any additional locks on any door without the prior written permission of Landlord. If Tenant receives approval from Landlord to install any additional locks, he/she/they shall immediately give Landlord and AWN (for so long as the Colocation Agreement is in place) duplicate keys for all locks at Tenant's sole cost and expense prior to installation.

10. Insurance.

10.1. Acquired by Tenant. Tenant shall purchase renter's insurance at Tenant's sole cost and expense sufficient to protect the Premises, Tenant, and Tenant's personal property from fire, theft, burglary, breakage, and electrical connections. Tenant acknowledges that if it fails to procure such insurance, it is Tenant's responsibility and Tenant alone shall bear the consequences. Tenant shall provide Landlord a Certificate of Insurance for the renter's insurance within 5 days of the Commencement Date and provided Landlord notice (pursuant to Section 23) of any changes to or cancellation of Tenant's renter's insurance policy.

10.2. Waiver of Liability. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property, in, upon, or about the Premises from any cause. **Tenant hereby waives all claims in respect thereof against Landlord.** Landlord shall not be liable for loss of or damage to any property by theft or otherwise, including, without invitation, access by AWN and its invitees and contractors pursuant to the Colocation Agreement, or for any injury or damage to property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from pipes, appliances or plumbing, or from the roof, street or subsurface, or from any other place resulting from dampness or any other cause whatsoever. Tenant shall give immediate notice to Landlord of any fire, accident, or defect discovered with the Building. Tenant acknowledges that it can protect itself against any or all of the foregoing risks by procuring appropriate insurance.

11. Personal Property. It is understood that Tenant may install furniture and furnishings on or in the Building, and all such furniture and furnishings shall remain the property of Tenant; provided that, Tenant shall remove all furniture and furnishings it owns from the Building prior to the expiration or termination of this Lease. If Tenant fails to pay Rent, Landlord shall have the right to retain and sell the furniture and furnishings to cover the debts owed to Landlord.

12. Assignment and Subletting Prohibited. Consistent with City Code § 13.12.040(I), Tenant shall not, either voluntarily or by operation of law, without the City Mayor's prior written consent, assign, hypothecate or transfer this Lease, or sublet the Premises, the Building or any part thereof, or permit the Premises, the Building or any part thereof to be occupied by anyone other than Tenant and Tenant's immediate family, and any such assignment or sublease shall be deemed to be a default under this Lease, or be deemed to be null and void and of no effect.

13. Sale by Landlord. In the event of a sale or conveyance by Landlord of the Property or the Building, Landlord shall be relieved of all future liability upon any of the covenants or conditions, express or implied, in favor of Tenant, and Tenant shall look solely to Landlord's successor in interest. This Lease shall not be affected by any sale of the Building or the Property.

14. Landlord's Right to Enter the Property. Consistent with City Code § 13.12.040(H), Landlord may enter the Premises at any reasonable time in order to inspect the Premises, including the Building, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or to exhibit the Premises to prospective or actual buyers, mortgages, tenants, workmen or contractors. Notwithstanding the foregoing sentence, (a) AWN may enter the Premises at any time without notice, and (b) Landlord may enter the Premises at any time without prior notice in case of an emergency. Tenant shall cooperate with Landlord and Landlord's employees and agents in connection with showing the Premises to prospective tenants or purchasers prior to the termination or expiration of this Lease.

15. Surrender; Holdover. Upon expiration of the Term, or upon earlier termination for any reason, Tenant shall quit and surrender the Premises in a clean and undamaged condition acceptable to Landlord. Tenant shall repair any damage caused by reason of the removal of any personal property of Tenant that Tenant is entitled to remove. Should Tenant hold possession hereunder after the expiration of the Term with the consent of Landlord, this Lease shall govern such holdover tenancy on a month-to-month basis, provided that the Rent shall be increase by 20%, unless otherwise agreed in writing by an authorized representative of Landlord and Tenant. Such holdover tenancy shall not prevent or inhibit Landlord from exercising any rights under Law to evict Tenant and repossess the Premises.

16. Destruction. If the Building shall be damaged or destroyed by reason of fire or other casualty not resulting from the negligence of Tenant or Tenant's family, permittees, licensees, or agents, and as a result thereof shall be uninhabitable, the Rent shall be suspended until the Building shall have been restored to a habitable condition; provided, however, that Landlord may within 45 days after such damage or destruction notify Tenant that Landlord does not intend to repair the Building in which event this Lease shall terminate and neither Party shall have any further liability to the other. If, however, such damage or destruction does not render the Building uninhabitable, Landlord shall promptly undertake to repair the same, in which event this Lease shall remain in full force and effect without any abatement of Rent. Landlord shall not be liable to Tenant for failure to repair caused by actions not within Landlord's control (such as damage caused by AWN).

17. Condemnation. If the whole or substantially the whole of the Premises shall be taken for any public or quasi-public use, by right of eminent domain or otherwise, or shall be voluntarily sold or conveyed in lieu of condemnation (but under threat of condemnation), then this Lease shall terminate as of the date when physical possession of the Premises is taken by the condemning authority. If less than the whole or substantially the whole of the Premises is so taken, sold or conveyed, then either Landlord or Tenant may terminate this Lease by giving written notice thereof to the other Party prior to the date when physical possession of such portion of the Premises is taken by the condemning authority if such taking, sale, or conveyance substantially impairs access to the Premises or the usefulness of the Premises for the purposes herein granted to Tenant, in which event this Lease shall terminate as of the date when physical possession of such portion of the Premises is taken by the condemning authority. If this Lease is not so terminated upon any such taking, sale or conveyance, then: (a) Landlord shall, to the extent Landlord deems feasible, restore the Premises to substantially their former condition, but such work shall not exceed the scope of the Premises as currently situated, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by Landlord as compensation for such taking, sale or conveyance, and (b) if any portion of the Premises is so taken, sold, or conveyed, the Rent shall be equitably reduced. All compensation awarded for any such taking, sale, or

conveyance of the fee, or any part thereof, shall belong to and be the property of Landlord. In the event of condemnation, Tenant may claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded to Tenant for the value of its leasehold interest, or for or on account of any cost or loss to which Tenant might put in relocating, including, but not limited to, Tenant's furniture, fixtures, leasehold improvements and equipment. Compensation as used in this Section shall mean any award for such taking, sale, or conveyance in excess of, and free and clear of, all prior claims of the holders of any mortgages, deeds of trust or other security interests. No such taking, sale or conveyance shall operate as or be deemed an eviction of Tenant or a breach of Landlord's covenant of quiet enjoyment. Except as otherwise expressly provided herein, Tenant hereby waives any statutory rights of termination that may arise by reason of any such partial taking, sale, or conveyance of the Premises.

18. Subordination. This Lease is and shall remain subordinate to any deed of trust, easement, or other agreement, or other encumbrance, including that certain Ground Lease by and between Landlord and The Alaska Wireless Network, LLC dated November 2, 2023 (the "**Ground Lease**") and the Colocation Agreement (each, an "**Encumbrance**"), now existing or hereafter to be placed upon the Premises, and to any modification, extensions, or renewals thereof. Any Encumbrance shall be prior and paramount to this Lease and to the right of Tenant hereunder (other than the right of Tenant not to be disturbed so long as it is not in default hereunder) and all people or companies claiming through and under Tenant, or otherwise, in the Premises. Tenant's acknowledgment and agreement of subordination and non-disturbance provided for in this Section shall be self-operative and no further instrument of subordination shall be required. Tenant agrees that if the holder of any Encumbrance or any person claiming under said Encumbrance shall succeed to the interest of Landlord in this Lease, then Tenant shall recognize and attorn to said holder as landlord under the terms of this Lease. Tenant agrees that it will, upon the request of Landlord, execute, acknowledge, and deliver any and all instruments necessary or reasonably requested by Landlord or its lender to give effect or notice of such attornment and failure of Tenant to execute any such document or instrument upon demand shall constitute a default by Tenant under the terms of this Lease.

19. Default. Tenant shall be in default of this Lease upon the occurrence of any of the following:

(a) Tenant fails to abide by any of the terms and conditions of this Lease, except as set forth in Section 19(b) through (e) below, and such default is not cured within 30 days after written notice thereof given by Landlord, excepting such defaults that cannot be cured completely within such 30 day period providing Tenant, within said 30 day period, commences the curing thereof and continues thereafter with all due diligence to cause such curing to proceed to completion;

(b) Tenant files a petition in bankruptcy (in which case this Lease shall automatically terminate and Tenant shall immediately vacate the Premises leaving it in the same condition it was in on the date of possession, normal wear and tear excepted).

(c) Tenant fails to timely pay Rent or other amounts owed to Landlord under this Lease, and said default is not cured within 5 days after receipt of written notice thereof from Landlord.

(d) Tenant fails to reimburse Landlord for any damages, repairs, and costs to the Premises (other than normal wear and tear) caused by the actions, neglect or intentional wrongdoing of Tenant or members of Tenants' household and their invitees, licensees, and guests, and said default is not cured within 5 days after receipt of written notice thereof from Landlord.

(e) Prior to the expiration or termination of this Lease, Tenant either moves out of the Building or shuts off any of the utilities serving the Building without the prior written consent of an authorized representative of Landlord.

If Tenant defaults under any term, condition, or provision of this Lease, Landlord shall have the right to terminate this Lease by giving notice to Tenant and pursue all available remedies at law or in equity to remedy the default. Such termination shall not release Tenant from any liability for any amount due under this Lease. All rights and remedies available to Landlord by Law or in this Lease shall be cumulative and concurrent. In the event that Landlord files a dispossessory action, Tenant shall pay Landlord an administrative fee in the amount of \$250. In addition, if this Lease is terminated pursuant to this Section, Landlord may exercise any and all rights and remedies available to Landlord at law or in equity, including, but not limited to, re-entering the Premises and taking possession thereof, terminating all of the rights of Tenant in and to the Premises and accelerating all Rent and other charges owing during the remaining portion of the Term, reletting the Premises and proceeding against Tenant for all past due Rent and damages until such time that the Premises is relet. All sums due from Tenant to Landlord that are in default shall bear interest at the rate of 12% per year.

20. Abandonment. In the event of abandonment of the Premises by Tenant, Landlord shall have all rights and remedies provided by Law. Tenant expressly authorizes Landlord to dispose of abandoned property and property left on the Premises by Tenant after the tenancy has terminated, in any manner Landlord deems fit, where Landlord reasonably determines that the value of said personal property is so low that the cost of moving, storing, and conducting a public sale would exceed the amount that would be realized from the sale. Tenant releases, waives all rights, and holds Landlord harmless for loss of property and/or value of said property disposed of under these circumstances.

21. Tenant's Representations and Warranties. Tenant represents and warrants that it shall enforce the obligations of Tenant under this Lease against any and all individuals living in or visiting the Premises (other than AWN). Tenant represents and warrants that Tenant fully understands all of the terms and conditions of this Lease and the rights, obligations, and responsibilities of each Party, as set forth herein. Tenant represents and warrants that Tenant shall fulfill its obligations under this Lease in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this Lease. Signature by Tenant on this Lease is acknowledgment that Tenant has received a signed copy of this Lease. Tenant acknowledges that any act of Tenant that constitutes a default under this Lease could result in a judgment being filed against Tenant and a lien being filed against Tenant's current and future assets and/or earnings.

22. Keys and Security. Except as to AWN, Tenant shall be responsible for the security of the Building until all keys have been returned to Landlord or otherwise satisfactorily accounted for by Tenant. Tenant shall pay all costs related to replacing lost or unreturned keys. Tenant shall

be obligated to pay Rent until all keys provided to Tenant have been physically returned to Landlord.

23. Notice. All notices provided for in this 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:

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

with a copy to (which does not constitute notice):

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

To Tenant: at the address of the Building.

24. General Provisions.

24.1. Force Majeure. This Lease and the obligations of Tenant shall not be affected or impaired because Landlord is unable to fulfill any of its obligations or is delayed in doing so if such inability or delay is caused by reason of any strike, lockout, civil commotion, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing, act of God or other cause beyond the control of Landlord.

24.2. Captions. The section captions contained in this Lease are for convenience only and shall not be considered in the construction or interpretation of any provision.

24.3. Complete Lease. This Lease contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any matter shall be effective for any purpose, except for the Ground Lease and the Colocation Agreement.

24.4. Waivers. No waiver by Landlord of any provision of this Lease or any default by Tenant hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent default by Tenant of the same or any other provision. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant, whether or not similar to the act so consented to or approved. No act or thing done by Landlord or Landlord's agent during the Term shall be deemed an acceptance of a surrender of the Property, and no agreement to accept a surrender shall be valid unless in writing and signed by Landlord.

24.5. Deadlines. Time is of the essence of this Lease.

24.6. Severability of Provisions. Each provision of this Lease shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Lease shall be invalid or prohibited, such provision shall be ineffective to the extent of such prohibition or invalidation, which shall not invalidate the remainder of such provision or the remaining provisions of this Lease.

24.7. Governing Law and Venue. This Lease shall be governed, construed, and interpreted by, through and under the laws of the state of Alaska. Jurisdiction and venue as to any action, claim, or proceeding arising out of, or based upon this Lease, including, but not limited to, any action for declaratory or injunctive relief, shall be convened in the courts of the State of Alaska, in the Second Judicial District, Utqiagvik, Alaska.

24.8. Lead-Based Paint Disclosures. If the Building was constructed prior to 1978, the execution of this Lease shall be Tenant's confirmation that Tenant received all lead-based disclosures as required by applicable Law.

24.9. Attorneys' Fees and Costs. In the event any dispute arises between Landlord and Tenant concerning this Lease that results in litigation, the non-prevailing Party shall pay the substantially prevailing Party's actual attorneys' fees and costs, which shall be determined by the court and made a part of any judgment.

24.10. Survival. The following sections shall survive the expiration or termination: Section 1 (Description of the Premises); Section 7.3 (Compliance with Laws); Section 9.2 (Indemnification); Section 9.3 (Prohibition on Hazardous Materials); Section 15 (Surrender; Holdover); Section 23 (Notice); Section 24.7 (Governing Law and Venue); Section 24.8 (Lead-Based Paint Disclosures); Section 24.9 (Attorneys' Fees and Costs); and Section 24.11 (Limitation of Liability).

24.11. Limitation of Liability. Tenant hereby covenants and agrees for itself and all of its successors and assigns that the liability of Landlord for its obligations under this Lease (including any liability as a result of any actual or alleged failure, breach or default hereunder by Landlord), shall be limited solely to, and Tenant's and its successors' and assigns' sole and exclusive remedy shall be against, Landlord's interest in the Premises, and no other assets of Landlord. Notwithstanding any provision of this Lease, Landlord shall not be liable to Tenant for any indirect, special, consequential, incidental, punitive, or exemplary damages, or lost profits arising out of or in connection with this Lease or the performance or breach hereof.

24.12. No Recordation. Tenant shall not record this Lease nor a short form lease regarding this Lease.

24.13. Counterparts. A fully executed facsimile or electronic copy of this Lease shall be treated as an original. This Lease and any other documents required by this Lease may be executed by facsimile or other electronic means and in any number of counterparts, which shall become effective upon delivery as provided for herein. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.

24.14. Modification. This Lease shall not be modified, changed, altered, or amended in any way except through a written amendment signed by an authorized representative of each Party.

[Signature page follows]

IN WITNESS WHEREOF, the Parties executed this Lease as of the Effective Date.

LANDLORD:

Mayor Elizabeth Asisaun Toovak

TENANT:

Signature: _____

Printed Name: _____

Exhibit A

Authorized Tenant(s)

1. _____

2. _____

3. _____

4. _____

Exhibit B

Depiction of Premises

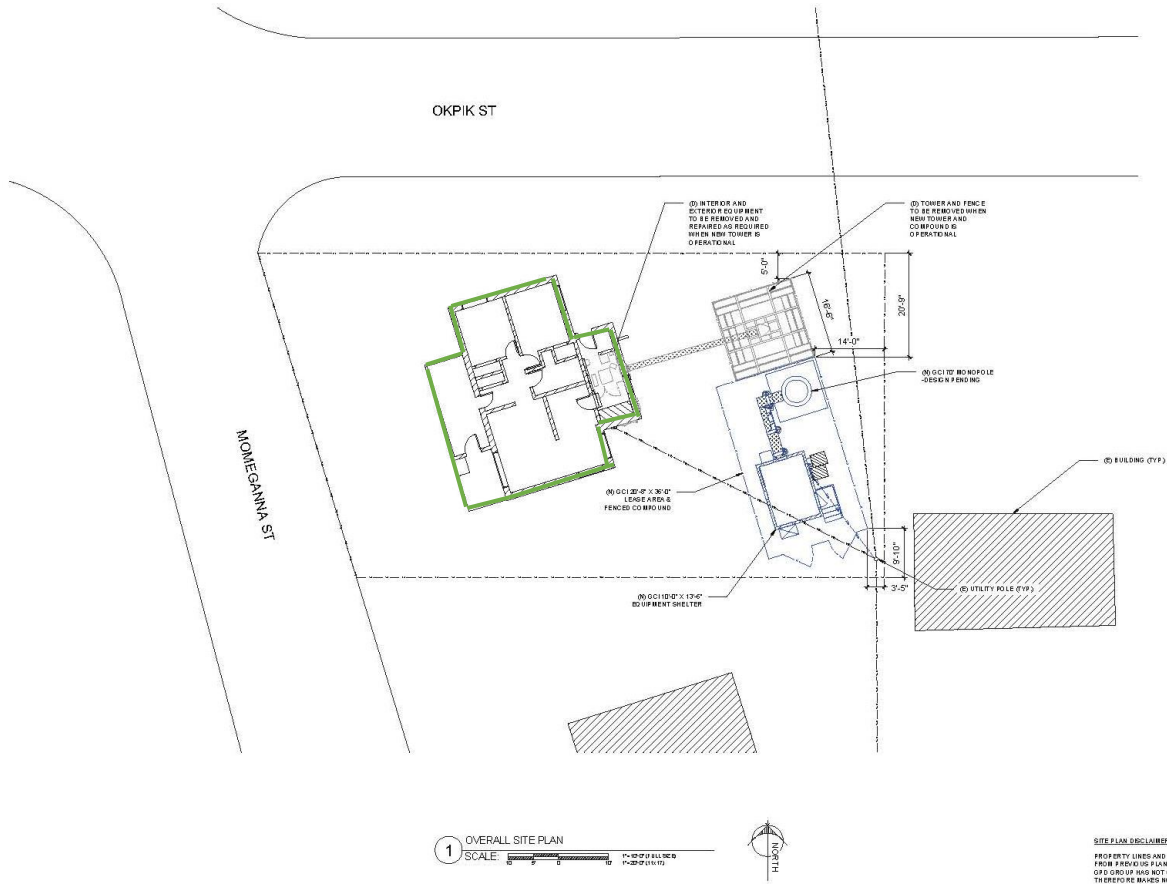


Exhibit C

Depiction of Awn Space

