

GROUND LEASE

THIS GROUND LEASE AGREEMENT (this “**Ground Lease**”), dated as of _____, 2025 (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 Stevenson Street, Utqiagvik, Alaska, Tract S of BROWERVILLE ADDITION NO. 4, according to the plat filed October 2, 1986, as plat No. 86.13, Records of the Barrow recording District, Second Judicial District, State of Alaska, further described in Exhibit A (the “**Property**”).

B. Tenant desires to use a portion of the Property in connection with its telecommunications business.

C. All references to “**Facility**” made in this Ground Lease shall refer to all improvements constructed by Tenant.

D. 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**”).

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 their 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 Parties acknowledge that any change in use will require Tenant to pay then-current fair market value for usage, pursuant to the City’s Code of Ordinances. 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 their original condition prior to the Effective Date, normal wear and tear excepted. If Tenant does not return the Leased Premises to their 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;
- 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; and
- C. Tenant has the technical and financial capability to construct, operate, and maintain the Facility throughout the Term of this Ground Lease.

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.

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 five years thereafter, unless extended or earlier terminated pursuant to the provisions hereof. Tenant shall have the right to extend the Term for four additional five-year terms (each of which shall form part of the Term) if it is not in default and 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 extension shall not be unreasonably denied. If the City fails to respond within 30 days after receipt of Tenant’s written notice, Tenant may send the City and additional written notice confirming Tenant’s intent to extend this Ground Lease, and if the City then fails to respond within 10 days after receipt of the second written notice, the City will be deemed to have accepted the extension. 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 and in equity. 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 (including time and materials costs), in addition to its remedies set forth in Article 7 (Default; Remedies).

ARTICLE 4 USE OF LEASED PREMISES

4.1 Use of Leased Premises. This Ground Lease is issued for the following authorized uses: Tenant may install, construct, maintain, operate, modify, replace, repair, and upgrade a technical facility and related communications equipment on the Leased Premises in conjunction with Tenant's operation as a communications provider. Tenant shall have the right to make all improvements, alterations, upgrades, or additions to the Leased Premises appropriate for Tenant's authorized uses, including but not limited to the right to disturb ground and/or vegetation as required for the authorized uses, the right to use and store batteries on the Leased Premises as required for Tenant's technical facility and related communications equipment, and the right to construct a fence around the Leased Premises and undertake any other appropriate means to secure the Leased Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand, increase, or relocate its technical facility or communications equipment within the Leased Premises at any time[, but may not expand the size of the Leased Premises or construct any Facility on the Property outside the Leased Premises without the prior written consent of the City, which consent may be withheld at the City's sole discretion]. Tenant will be allowed to make such alterations to the Leased Premises as required to ensure that Tenant's technical facility and/or communications equipment complies with all applicable federal, state, or local laws, rules, or regulations. In the event Tenant desires to modify or upgrade its technical facility or communications equipment in a manner that requires an additional portion of the Property (the "**Additional Premises**"), may submit a request for the Additional Premises to the City for the City's consideration. If the City agrees to lease the Additional Premises to Tenant, such lease of the Additional Premises will be on the same terms and conditions set forth herein, except that the Rent shall increase by the amount equivalent of the then-current per square foot rental rate charged by the City to Tenant times the square footage of the Additional Premises, and the definition of Leased Premises will be deemed to include the Additional Premises. The City agrees to take such

actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant, to be signed by the City's Mayor or designee. The City further grants Tenant, its subtenants, licensees, and sublicensees the right to use such portions of the Property as may reasonably be required during construction and installation of Tenant's communications equipment, at then-current market rates for temporary storage sites. All Tenant construction on the Leased Premises shall be neat, presentable, and compatible with its use and surroundings, and Tenant shall promptly reclaim any damage to or deterioration of the Property upon completion of construction and restore such portions of the Property to their preconstruction state.

4.2 Impact on Insurance. Tenant shall not use or permit the use of the Leased Premises or any part thereof for any purpose or purposes other than the purposes 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 Property, 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; provided that the City and its agents and employees shall give prior notice to Tenant that they desire to inspect the Leased Premises and shall use commercially reasonable efforts not to disrupt Tenant's operations; 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 and clear from any and all liens, including 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, actual 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 Gravesites. The Property and the Leased Premises are situated near the location of certain gravesites, as shown on Exhibit C (the “**Gravesites**”). At all times, Tenant shall conduct operations on the Leased Premises (and, when applicable, construction-related activities on the Property) in a manner that will leave the Gravesites undisturbed and undamaged. Tenant leases and takes the Leased Premises subject to the obligation to provide reasonable rights of access to the members of the public desiring to access the Gravesites for cemetery purposes.

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 that 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 their 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 or its affiliates, employees, officers, contractors, or others reasonably under the control of 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, about, or near the Leased Premises, including all required third-party notices related thereto (such as under the Emergency Planning and Community Right-to-Know Act). 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. If the City determines that Tenant or its counsel are not adequately defending such action or proceeding, the City may elect to assume such defense at Tenant’s sole cost.

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 losses, 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 five 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 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 a City default occurs and is not cured within the above time periods, Tenant may thereafter pursue any other remedy to which Tenant is entitled at law or in equity. Notwithstanding the foregoing, the City does not hereby waive any rights of municipal immunity from suit.

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 fixtures, 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, including costs and actual attorneys' fees.

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 constitutes 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 for the Leased Premises. All prior understandings, terms, or conditions of the Parties are deemed merged into this Ground Lease. 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, Second Judicial District, Utqiagvik, 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, and which consent may be contingent on the City's receipt of an unredacted copy of any proposed sublease for review and an interest in revenues received pursuant to the sublease or assignment. 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

Tract S of BROWERVILLE ADDITION NO. 4, according to the plat filed
October 2, 1986 as plat No. 86.13, Records of the Barrow recording District,
Second Judicial District, State of Alaska

Exhibit B
Depiction of Leased Premises

[Attached]

**Exhibit C
Gravesites**

[Attached]