

## **LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease") made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between, the City of Dillingham, whose address is PO Box 889, Dillingham, Alaska, 99576 ("Lessor"), and GCI COMMUNICATION CORP., whose address is 2550 Denali Street, Suite 1000, Anchorage, AK 99503 ("Lessee").

### **WITNESSETH:**

WHEREAS, Lessor is the owner of certain property located in Dillingham, Alaska, which includes the land more fully described below and the building thereon, which together are hereinafter referred to as the "Premises"; and

WHEREAS, Lessor desires to lease the Premises to Lessee for use as a retail store and office providing wireless communications services and for the sale of retail and commercial products related thereto; and

WHEREAS, Lessee desires to lease the Premises from Lessor for operating a retail store and office providing wireless communications services and the sale of retail and commercial products related thereto.

NOW THEREFORE, in consideration of the Premises, the covenants made herein, and the acts to be performed by the parties hereto, the parties have agreed and by this lease do agree as follows:

### **I. RECITALS**

The recitals hereinabove set forth are incorporated herein by reference for all purposes.

### **II. LEASED PROPERTY**

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described property:

A parcel of land located within U.S. Survey 2732A, Section 20, Township 13 South, Range 55 West, Seward Meridian, State of Alaska; said property more particularly described as Lot 3, Block 17, Plat 2023-04, Bristol Bay Recording District, Third Judicial District, State of Alaska,

which has the following address: 412 2nd Avenue West, Dillingham, Alaska 99576.

Containing 5,403 square feet, more or less, with all appurtenances including the building containing approximately 936 rentable square feet.

### **III. LEASE TERM**

The first term of this Lease shall be for five (5) months beginning on August 1, 2025, and ending on December 31, 2025. The parties agree this lease shall be backdated and effective back to August 1, 2025. The second term shall be for one (1) year beginning on January 1, 2026, and ending on December 31, 2026.

### **IV. OPTION TO RENEW**

Lessor agrees that Lessee has the option to extend this Lease for four (4) additional terms for a period of one (1) year per term at the end of the second Lease term on the same conditions as provided herein. The maximum lease duration is five years and five months. The Lessee shall automatically be renewed at the end of each term unless Lessee notifies Lessor at least 60 days in writing prior to the expiration of the then-current term that Lessee does not intend to renew the Lease.

### **V. RENTAL PAYMENTS**

For the first lease term (last five months of 2025) the monthly rental payment shall be Nine Hundred Thirty Dollars (\$930). For the second lease term (2026), the monthly rental payment shall be \$2,480. If the option to renew is exercised, the rental payment shall increase to \$2,575 per month. Monthly rent must be paid in advance of the first calendar day of each month without demand. Rent shall be prorated for any partial month.

### **VI. SECURITY DEPOSIT**

No security deposit is required.

### **VII. USE OF PREMISES/QUIET ENJOYMENT**

The Premises shall be used by Lessee for the purpose of conducting and operating a retail store and office providing wireless communications services and for the sale of retail and commercial products related thereto. Lessee shall not use or permit the Premises or any part thereof to be used for any other purpose or in violation of any municipal, state, or federal law.

No use will be made upon the Premises, or acts done which will Increase the existing rate of insurance upon the property or cause cancellation of the insurance policies covering the Premises.

#### **VIII. TAXES AND ASSESSMENTS**

- (a) Lessor shall pay all taxes and assessments upon the Premises and upon the buildings and improvements thereon, which are assessed during the Lease Term or any extension thereof.
- (b) Lessee shall pay all taxes on its trade or other fixtures on the Premises, any license and excise fees or occupation taxes concerning any business conducted on the Premises, any sales tax which may become payable as a result of this Lease, and timely remit all sales taxes owed to the City of Dillingham. Failure to timely remit sales taxes owed to the City shall constitute a violation of this Lease.

#### **IX. UTILITIES AND SERVICES**

- (a) Lessor shall at its expense furnish structural, building, and mechanical systems maintenance to the Premises.
- (b) Lessee shall at its expense furnish all utilities, including but not limited to heat and cooling, electricity, water, sewer, trash, snow removal, janitorial, interior maintenance, and light bulbs.
- (c) Lessor shall not be liable for any loss or damage caused by or resulting from any violation, interruption, or failure of such utility or services due to any cause whatsoever.

#### **X. INDEMNIFICATION OF LESSOR**

Lessee shall indemnify Lessor against all liabilities, expenses, and losses incurred by Lessor as a result of:

- (a) failure by Lessee to perform any covenant required to be performed by Lessee hereunder.
- (b) any accident, injury, or damage which may occur In or about the Premises caused by the condition, maintenance obligations, or operation of the Premises, or from any act or omission of Lessee or Lessee's agents;
- (c) Lessee's failure to comply with any requirement of any governmental authority; and
- (d) any mechanic's liens or security agreement filed against the Premises, any equipment therein, or any materials used in the construction or alteration of any building or improvements thereon to the extent such lien or security agreement is

caused by Lessee's construction, alteration, or use of the Premises pursuant to this Lease.

### **XI. INSURANCE**

- (a) Lessee, during the Lease Term, shall carry, at its sole expense, plate glass, public liability, general liability, and property damage insurance covering the Premises insuring Lessor and Lessee with minimum liability limits of \$1,000,000.
- (b) All insurance policies required to be maintained by Lessee under subsection (a) above shall name Lessor (or Lessor's designee) and Lessee as the insured, as their respective interests appear. All such policies shall contain an agreement by the insurer(s) that such policies shall not be cancelled without at least ten (10) days' prior written notice to Lessor. Certificates or copies of all insurance policies shall be furnished to Lessor promptly after the issuance thereof.
- (c) Lessor shall not be liable to Lessee, its sub-lessee, or their respective agents, employees, licensees, and invitees for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with a broad form extended coverage.
- (d) Lessee may self-insure against the risks undertaken herein. .

### **XII. CASUALTY**

In case of damage by fire or other casualty to the building in which the Premises are located, without the fault of Lessee, if the damage is so extensive as to amount practically to the total destruction of the Premises or of such building, this Lease shall terminate, and the rent shall be apportioned to the time of the damage. In all other cases where the Premises are damaged by fire or other casualty without the fault of Lessee, Lessor may repair the damage or terminate this Lease at Lessor's sole option, if the damage has rendered the Premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired.

### **XIII. DEFAULT BY LESSEE AND REMEDIES**

- (a) The following events shall be deemed to be events of default by Lessee under this Lease:
  - (1) Lessee fails to pay any installments of rent, sales tax, or other obligation hereunder involving the payment of money and such failure shall continue for a period of ten (10) days after the due date.
  - (2) Lessee fails to comply with any material term, provision, or covenant of this lease, other than as described in subsection (a) above, and shall not cure such failure within fifteen (15) days after written notice thereof to Lessee or, if

such failure is not reasonably capable of being cured within such fifteen (15) day period, if Lessee has failed to diligently pursue the cure .

- (3) Lessee or any guarantor of Lessee's obligations under this Lease becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment of this Lease for the benefit of creditors.
- (4) Lessee or any guarantor of Lessee's obligations under this Lease files a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof, or Lessee or any guarantor of Lessee's obligations under this Lease shall be adjudged bankrupt or insolvent in proceedings filed against Lessee or any guarantor of Lessee's obligations under this Lease.
- (5) A receiver or Trustee is appointed for the Premises or for all or substantially all of the assets of Lessee or of any guarantor of Lessee's obligations under this Lease.
- (6) Lessee deserts or vacates, or commences to desert or vacate, the Premises or any substantial portion of the Premises, or removes or attempts to remove without the prior written consent of Lessor all or a substantial portion of Lessee's goods, wares, equipment, fixtures, furniture, or other personal property.
- (7) Lessee does or permits to be done anything which creates a lien upon the Premises.

(b) Upon the occurrence of any such events of default, Lessor shall have the option to pursue one or both of the following remedies:

- (1) Without any notice or demand whatsoever, Lessor may take any action permissible at law to ensure performance by Lessee of Lessee's covenants and obligations under this Lease. In this regard, it is agreed that if Lessee deserts or vacates the Premises, Lessor may enter upon and take possession of such premises in order to protect them from deterioration and continue to demand from Lessee the monthly rentals and other charges provided in this Lease, subject to Lessor's obligation to attempt to mitigate its damages by making commercially reasonable efforts to re-let the Premises at fair market value. Lessee hereby acknowledges that Lessor shall be re-letting as Lessee's agent, and Lessee hereby agrees to pay to Lessor on demand any deficiency that may arise between the monthly rentals and other charges provided in this Lease and that actually collected by Lessor, provided that Lessor has made commercially reasonable efforts to re-let the Premises at fair market value as provided herein. It is further agreed that in the event of any default described in this Section XIII, Lessor has the right to enter upon the Premises by force if necessary without being liable for prosecution or any claim for damages therefore, and do whatever Lessee is obligated to do under the terms of this lease; and Lessee agrees to reimburse Lessor on demand for any reasonable expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this lease, and

Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action, provided such damages were directly related to and necessary for Lessor to protect its interest under this Lease.

- (2) Lessor may terminate this Lease by written notice to Lessee, in which event Lessee shall immediately surrender the Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which Lessor may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefore. Lessee hereby waives any statutory requirement of prior written notice for filing eviction or damage suits for nonpayment of rent. In addition, Lessee agrees to pay Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of any termination conducted pursuant to this subsection (2), including actual reasonable attorney's fees.

It is further agreed that Lessee shall compensate Lessor for all expenses incurred by Lessor in effecting such repossession (including among other expenses, reasonable actual attorney's fees and any increase in insurance premiums caused by the vacancy of the Premises), provided that Lessor has actively attempted to mitigate its damages and re-let the Premises as provided herein, all expenses incurred by Lessor in re-letting (including among other expenses, repairs, remodeling, replacements, advertisements, and brokerage fees), all concessions granted to a new tenant upon re-letting (including among other concessions, renewal options) and all losses incurred by Lessor as a direct or indirect result of Lessee's default.

#### **XIV. LESSOR MAY CURE DEFAULTS**

In the event of any breach hereunder by Lessee, Lessor may, on reasonable notice to Lessee, cure such breach at the expense of Lessee. If Lessor, at any time, by reason of such breach, is compelled to pay or elects to pay any sums or money, or is compelled to incur any expenses, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce Lessor's rights hereunder, or otherwise, the sum or sums paid by Lessor, with all interest, costs, and damages, shall be deemed to be additional rent hereunder and shall be due from Lessee to Lessor on the first day of the month following the incurring of such respective expenses.

#### **XV. DEFAULT BY LESSOR**

Lessor shall not be in default unless Lessor fails to perform its obligations under this Lease within thirty (30) days after written notice by Lessee, or if such failure is not reasonably capable of being cured within such thirty (30) day period, Lessor shall not be in default unless Lessor has failed to diligently pursue the cure to the extent possible.

#### **XVI. SUBORDINATION**

Lessee accepts that this Lease is subject and subordinate to any mortgage, deed of trust or other lien presently existing upon the Premises and to any renewals and extensions thereof.

#### **XVII. LIENS AND ENCUMBRANCES**

Lessee shall keep the Premises free and clear from any liens and encumbrances arising or growing out of the use and occupancy of the Premises by Lessee.

#### **XVIII. ADDITIONS, ALTERATIONS, OR IMPROVEMENTS TO PREMISES**

Lessee shall not make any structural alterations, additions, or improvements in or to the Premises without first obtaining the express written consent of Lessor, which shall not be unreasonably withheld. Any such alterations, additions or improvements approved by Lessor shall be made at Lessee's expense, and Lessor may require, as a condition of approval, that Lessee agrees to return the Premises to its original condition before expiration of the term of this Lease. In addition, Lessor may require, as a condition for such approval, that Lessee deposit with Lessor sufficient security to protect Lessor from any and all liens for materials or labor supplied to the Premises and require Lessee to furnish proof prior to the commencement of any work on the Premises that the persons employed in connection with the work have Workmen's Compensation Insurance and liability insurance sufficient, in Lessor's sole and absolute discretion, to protect Lessor from any liability in connection with the making of such alterations, additions or improvements. Notice is hereby given that Lessor will not be responsible for payment for any labor or materials furnished to the Premises at Lessee's request, and no mechanic's or materialman's liens for such labor or materials shall attach to Lessor's interest in the Premises.

#### **XIX. MAINTENANCE OF PREMISES**

Lessor shall, at his expense, maintain and keep in good repair the foundations, exterior walls, roof, electrical systems, HVAC and plumbing systems, parking lots, and other structural portions of the Premises. Lessee shall, at its expense, maintain the interior of the premises at all times in good condition and repair, and shall commit no waste of any kind in, on or about the Premises, nor create or suffer a nuisance to exist on the Premises. At the expiration of the term

of this Lease, Lessee shall surrender the Premises to Lessor in good condition, normal wear and tear excepted. Lessee shall pay for any and all damage to the Premises, the building located on the Premises and its appurtenances, and the personal property of Lessor. If abnormal wear and tear, abuse or waste of the Premises is found during the term of this Lease, Lessee shall, upon demand by Lessor, immediately eliminate such abnormal wear and tear, abuse or waste and restore the Premises to its condition at the beginning of the Lease, normal wear and tear excepted. Lessee shall be responsible for repair and replacement of doors and windows located on the Premises for any cause except for causes attributable to Lessor. At the end of the leased period, Lessee shall leave the rental space clean, including the repair of any abnormal wear and tear damage to the interior walls.

**XX. LESSEE'S OWNERSHIP OF TRADE FIXTURES,  
MACHINERY AND EQUIPMENT**

It is expressly understood and agreed that any and all trade fixtures, machinery and equipment of whatsoever nature at any time constructed, placed or maintained upon any part of the Premises shall be and remain the property of Lessee or its tenants and may be removed or replaced at any time during the Lease Term, provided Lessee or its tenants repair any and all damage to the building or Improvements resulting from such removal or replacement.

**XXI. LESSEE'S RIGHT TO REMOVE IMPROVEMENTS AND  
LESSOR'S OWNERSHIP THEREOF**

Neither Lessee nor its tenants shall have the right to remove any buildings or improvements constructed or placed upon the Premises without the prior written consent of Lessor, and, at the expiration of the Lease Term, all buildings and improvements on the Premises shall become the property of Lessor without the payment of any compensation to Lessee or its tenants. Lessee shall have the right to remove any and all of its personal property and fixtures, including furniture not permanently attached to the Premises.

**XXII. ASSIGNMENT & SUBLEASE**

Neither Lessee nor Lessee's legal representatives or successors in interest shall assign or mortgage this Lease, or sublet the whole or any part of the Premises, or permit the Premises or any part thereof to be used by others without the express written consent of Lessor. Any consent by Lessor to any act of assignment or subletting shall be held to apply only to the specific transaction thereby authorized and shall not relieve or release Lessee from its obligations or duties to Lessor under this Lease; that is, the assignor Lessee continues to be liable hereunder. Such consent shall not be construed as a waiver of the duty of Lessee, or its legal representatives, or the assigns of Lessee, to obtain from Lessor consent to any other or subsequent assignment or subletting, or as modifying or limiting the rights of Lessor under the foregoing covenant by Lessee not to assign or sublease without such consent. Any violation of any provision of the Lease, whether by act or omission, by any assignee, subtenant or

undertenant, or occupant shall be deemed a violation of such provision by Lessee, it being the intention and meaning of the parties hereto that Lessee shall assume and be liable to Lessor for any and all acts and omissions of any and all assignees, subtenants, undertenants, and occupants. If this Lease is assigned, Lessor may and is hereby empowered to collect rent from the assignee. If the premises or any part thereof be under-let or occupied by any person other than Lessee, Lessor, in the event of Lessee's default, may and is hereby empowered to collect rent from the undertenant or occupant. In either of such events, Lessor may apply the net amount received by it to the rent herein reserved, and no such collection shall be deemed a waiver of the covenant herein against assignment and under-letting, or the acceptance of the assignee, undertenant, or occupant as tenant, or a release of Lessee from the further performance of the covenants herein contained on the part of Lessee. Notwithstanding the foregoing, Lessee may assign its interests, rights, and obligations under this Lease upon notice, and without Lessors consent, to a parent, wholly owned subsidiary, corporate affiliate entity, or successor in interest.

### **XXIII. SIGNS**

(a) Lessee shall be entitled at its sole cost and expense to place commercially appropriate signage on the exterior walls of the premises, subject to Lessor's written approval. Approval will not be unreasonably withheld.

(b) During the three (3) months prior to the expiration of the Lease Term, Lessor may place upon the Leased Land reasonably sized notices "To Rent" or "For Sale", which notices Lessee shall permit to remain without molestation.

### **XXIV. NOTICE OF NON-RESPONSIBILITY**

Notice is hereby given that Lessor shall not be liable for any labor or materials furnished or to be furnished to Lessee on credit and no lien of any nature or type shall be attached to or affect the reversion or other estate of the Lessor in and to the premises herein let. At least twenty (20) days before commencing any work that is or may be the subject of a lien for work or materials furnished to the Premises, Lessee shall notify Lessor in writing thereof, to allow Lessor, if Lessor desires, to post and record notices of non-responsibility or to take other steps the Lessor deems appropriate to protect Lessor's Interests. The provisions of this section do not eliminate the requirement for written consent(s) of Lessor.

### **XXV. TIMELINESS REQUIRED**

Time is of the essence in all actions required to be performed under this Lease.

**XXVI. "AS IS, WHERE IS"**

Lessee leases the Premises "as is" and "where is" and assumes the responsibility for and risks of all defects and conditions, including but not limited to environmental hazards occurring after the commencement date of the Lease. The intent of the parties is that Lessee has had already and shall continue to have a thorough opportunity to inspect and study the Premises before signing this Lease, but that once the Lease is signed, Lessor shall have no further responsibility or liability to Lessee or any third party for any claims of any kind that may arise as to the Premises.

**XXVII. COSTS UPON DEFAULT**

In the event either party shall be in default in the performance of any of its obligations under this Lease, and an action is brought for the enforcement thereof, the defaulting party shall pay to the other all the expenses incurred therefore, including full, actual, reasonable attorney's fees. Any sums due from the Lessee under this lease shall accrue interest at 10.5% per annum from the date they are due until paid in full.

**XXVIII. NO WARRANTIES PROVIDED BY LESSOR**

Neither Lessor, nor any of its officers, employees, agents, attorneys, or representatives have previously nor does under this agreement make any representations or warranties, and none of the people or entities described above shall in any way be liable for or with respect to:

- (1) the condition of the real property or the suitability of the real property for Lessee's intended use, or for any use whatsoever.

**XXIX. NOTICES**

All notices hereunder may be delivered or mailed. If mailed, they shall be sent by certified or registered mail to the following respective addresses:

LESSOR:

City of Dillingham  
PO Box 889  
Dillingham, AK 99576

With a courtesy copy to:  
Munson, Cacciola & Severin, LLP  
1029 West 3rd Ave., Suite 402  
Anchorage, AK 99501  
2026 COD/GCI Lease

LESSEE:

GCI Communication Corp,  
2550 Denali Street, Suite 1000  
Anchorage, AK 99503  
Attn: Corporate Properties

GCI Communication Corp.  
2550 Denali Street, Suite 1000

or to such other respective addresses as either Lessor or Lessee may hereafter from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly mailed.

**XXX. COMPLIANCE WITH LAWS**

Lessee shall comply with all applicable laws, ordinances, and regulations of duly constituted public authorities then in force in any manner affecting the Premises, whether or not any such laws, ordinances, or regulations which may be hereafter enacted involve a change of policy on the part of the governmental body enacting same. Lessee further agrees it will not permit any unlawful occupation, business, or trade to be conducted on said premises, or any use to be made thereof, contrary to any law, ordinance, or regulation.

**XXXI. WAIVER**

Neither the acceptance of rent nor any other act or omission of Lessor at any time or times after the happening of any event which would enable Lessor to cancel this Lease or declare Lessee's interest hereunder forfeited, shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Lessor of right to cancel or terminate this Lease at any time that cause for cancellation or termination may exist, or be construed so as to at any future time estop Lessor from promptly exercising any other option, right or remedy that it may have under any term or provision of this Lease.

**XXXII. HOLDING OVER**

In the event Lessee remains in possession of the Premises after expiration of this Lease and all renewal terms without a written Lease, Lessee shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to all the conditions, provisions and obligations of this Lease insofar as they may be applicable to such month-to-month tenancy.

**XXXIII. BENEFIT**

Subject to the restrictions stated In Article XXII hereof, all the terms, conditions, covenants and agreement in this Lease shall extend to and be binding upon the Lessor, Lessee and their respective successors and assigns and upon any person, firm or corporation coming into ownership or possession of any interest in the Premises by operation of law or otherwise, and shall be construed as covenants running with the land.

**XXXIV. DEFINITIONS**

The words "Lessor", "Lessors", and "Lessee", "Lessees" as used in this Lease shall include both the singular and plural, the masculine, the feminine and the neuter whenever appropriate and shall include any individual or person acting in a fiduciary capacity as an executor, administrator, and trustee or in any other representative capacity. The titles of paragraphs herein are for identification only and are not to be considered to a part of this Lease nor to be restrictive in any manner of the provisions of any of the paragraphs of this Lease.

**XXXV. SEVERABILITY**

If any provision of this Lease shall be found to be invalid, the remainder hereof shall nevertheless be carried into effect.

**XXXVI. APPLICABLE LAW**

This Lease is made under and shall be construed in accordance with the laws of the State of Alaska. Any legal proceedings arising out of this Lease shall be heard by the Court for the State of Alaska in the Third Judicial District at Anchorage.

Signed by Lessor on the \_\_\_\_\_ day of \_\_\_\_\_ 2026,

Lessor: City of Dillingham

By: \_\_\_\_\_

Alice Ruby, Mayor

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned Notary Public in and for the State of Alaska, personally appeared **Alice Ruby**, who is known to me to be the Mayor of the City of Dillingham, and the person who executed the instrument on behalf of said organization, and affirmed that he or she was authorized to do so.

IN WITNESS HEREOF. I have hereunto set my hand and seal the day and year first hereinabove written.

\_\_\_\_\_

NOTARY PUBLIC, State of Alaska

My Commission Expires:

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Signed by Lessee on the \_\_\_\_\_ day of \_\_\_\_\_ 2026,

Lessee: GCI COMMUNICATION CORP.,

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned Notary Public in and for the State of Alaska, personally appeared \_\_\_\_\_, who is known to me to be the \_\_\_\_\_ of the Lessee, and the person who executed the instrument on behalf of said organization, and affirmed that he or she was authorized to do so.

IN WITNESS HEREOF. I have hereunto set my hand and seal the day and year first hereinabove written.

\_\_\_\_\_  
NOTARY PUBLIC, State of Alaska  
My Commission Expires: