

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT (this "Lease") is entered into on this ____ day of 2021, by and between THE CITY OF GUSTAVUS, ("Lessor"), an Alaska municipal corporation, having a mailing address of P.O. Box 1, Gustavus, Alaska 99826, and L3HARRIS TECHNOLOGIES, INC. ("Lessee"), a Delaware corporation, having a mailing address of 2235 Monroe Street, 5th Floor Herndon, VA 20171.

1. PREMISES. Lessor hereby leases to Lessee that certain premises consisting 400 Square Feet of Tract A, Gustavus Airport, Alaska State Land Survey 93-56, Juneau Recording District, First Judicial District, State of Alaska, together with access thereto (the "Premises).
2. TERM; RENEWAL TERMS. The initial term of this Lease (the "Initial Term") will be for five (5) years, commencing on the date this Lease is signed by the Lessee. The Lease will terminate five (5) years after the commencement of the term.

Lessee will have the option to extend the Initial Term for three (3) consecutive periods of five (5) years each (the "Option Periods"). Unless Lessee provides written notice to the Lessor at least sixty (60) days prior to the expiration of the Initial Term or the applicable Option Period, this Lease will automatically terminate. If the Lessee provides written notice of its intent to exercise an Option Period, the Lessor may amend or modify provisions of the Lease before accepting the written notice as may be in the best interests of the City of Gustavus (Lessor). Provided however, the Rent for each Option Period will be an amount agreed upon by Lessor and Lessee, as adjusted on the basis of the percentage increase in the U.S. Department of Labor Consumer Price Index for Urban Alaska (CPI-U) and as determined by the most recent published CPI figures. The base CPI figure for this Lease is 227.258. Base Rent for this Lease is the rent for the Initial Term is Six Hundred and Twenty-Eight dollars (\$628.00) per year. The Initial Term and any Option Period during which Lessee occupies the Premises shall be collectively referred to as the "Term".

3. RENT. Lessee will pay Lessor an annual rental payment in the amount of Six Hundred and Twenty-Eight dollars (\$628.00) per year during the Initial Term (the "Rent"). All Rent will be due and owing in advance on March 1st of each year. Unless otherwise notified by Lessor, Lessee shall remit Rent to Lessor at Lessor's address as listed in this Lease.
4. INTEREST ON AMOUNT UNPAID. Except as otherwise provided herein, any sum not paid when due pursuant to the terms of this Lease shall thereafter bear interest at the rate of one (1%) percent per month from the date the same was payable as provided, however, that interest shall not exceed the maximum interest rate authorized by law, and that in the event the interest rate provided herein exceeds such maximum, such interest rate shall be deemed to be adjusted downward to conform to the maximum rate so authorized by law.
5. USE AND OCCUPANCY. Lessee may use the Premises consistent with federal state and local laws and as within the limitations expressed in this Lease.

6. QUIET ENJOYMENT. Lessor covenants and agrees that Lessee, upon performing all of its obligations under this Lease, will have the right to lawfully, quietly and exclusively hold, occupy and enjoy the Premises during the Term without disturbance by the Lessor so long as Lessee promptly pays the Rent installments herein required and performs the covenants and abides by the conditions in this Lease.
7. UTILITIES AND FEES. Lessee will pay for the utilities and services used or consumed by it on the Premises. If utilities are interrupted for an extended period of time, in Lessee's reasonable determination, Lessor agrees to allow Lessee the right to bring in a temporary source of power for the duration of the interruption.
8. TAXES. Lessee will pay, before the same become delinquent, all taxes assessed against Lessee's interest in the Premises and all improvements thereon, and against Lessee's personal property in the Premises. Except as otherwise provided herein, Lessor shall be responsible for payment of all other taxes levied upon the lands and/or other property of Lessor.
9. REPAIRS AND MAINTENANCE. Lessee will, at its sole expense, keep the Premises in good order and repair during the Term, reasonable wear and tear and damage from the elements and casualties excepted. Lessor will, at its sole expense, complete any and all repairs and maintenance required due to the negligence and/or misconduct of Lessor, its agents, employees, representatives, or contractors.
10. ALTERATIONS AND IMPROVEMENTS. Lessee may make alterations, additions and improvements to the Premises at Lessee's sole cost and expense. All improvements and personal property of Lessee shall be removed from the Premises by Lessee within thirty (30) days after the end of the Term and the Premises shall be restored to good condition and repair, ordinary wear and tear and damage from the elements and casualties excepted.
11. GENERAL INDEMNITY. Lessee will defend, indemnify and hold harmless Lessor against all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and other costs of litigation) of any kind and any nature, including death, arising out of or in connection with Lessee's use of the Premises, including use by Lessee's agents, employees, representatives, guests, invitees or contractors occurring during the Term, or by the Lessee's failure to perform its obligations under this Lease.
12. ENVIRONMENTAL INDEMNIFICATION Lessee shall not cause or permit any activities on the Leased Premises which directly or indirectly could result in the Leased Premises or any other property becoming contaminated with hazardous or toxic waste or substances. For purposes of this Lease, the term "hazardous or toxic waste or substances" means any substance or material defined or designated as hazardous or toxic waste or substance, hazardous or toxic material or other similar terms by an applicable federal, state, or local statute, regulation, or ordinance now or hereafter

in effect during the term of this Lease. Hazardous Materials includes petroleum and petroleum products, flammable explosives, radioactive materials (excluding radioactive materials in smoke detectors), polychlorinated biphenyls, lead, asbestos or asbestos containing materials in any form that is or could become friable, hazardous waste, toxic or hazardous substances or other related materials whether in the form of a chemical, element, compound, solution, mixture or otherwise including, but not limited to, those materials defined as "hazardous substances", "extremely hazardous substances", "hazardous chemicals", "hazardous materials", "toxic substances", "solid waste", toxic chemicals", "air pollutants", "toxic pollutants", "hazardous wastes", "extremely hazardous waste", or "restricted hazardous waste" by Hazardous Materials Law or regulated by Hazardous Materials Law in any manner whatsoever.

Lessee shall provide written notice to Lessor immediately upon Lessee becoming aware that the Leased Premises or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Lessee shall comply, at Lessee's expense, with all statutes, regulations, and ordinances, which apply to Lessee or the Leased Premises, relating to use, collection, storage, removal, or cleanup of hazardous, or toxic waste or substances in or on the Leased Premises. Lessee shall indemnify, defend, and hold Lessor harmless from all liabilities, losses, claims, damages, penalties, fines, attorneys' fees, court costs, remediation costs, and other related expenses resulting from or arising out of Lessee's use, storage, treatment, release, or disposal of hazardous or toxic waste or substances on or about the Leased Premises, including as related to any administrative action or hearing by a federal, state, or local agency or authority. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

13. LEGAL REQUIREMENTS. Lessee will comply with all applicable laws, statutes, ordinances, rules, and regulations of all federal state, county, city and local departments and agencies (collectively, "Legal Requirements"), including but not limited to all federal, state and local laws and regulations related to Hazardous Materials, as Hazardous Materials are defined by any federal or state statute or regulation with respect to its use of the Premises.
14. GENERAL LIABILITY INSURANCE During the Term, Lessee will maintain a policy of commercial general liability insurance in the amount of \$2,000,000, single limit per occurrence. Lessee shall include the City of Gustavus as an additional insured on this policy and provide the City with a Certificate of Insurance showing the City as an additional insured within thirty (30) days of the signing of this Lease by the Lessee. The failure of the Lessee to provide the Certificate of Insurance showing the City as an additional insured as required by this provision shall constitute a material breach of the Lease and the Lessor may immediately terminate the Lease in the sole discretion of the Lessor.
15. WORKERS' COMPENSATION INSURANCE. Lessee shall provide Worker's Compensation insurance in compliance with all Alaska and Federal Regulations, including the following special coverage extensions, Employers' Liability coverage with limits of \$500,000 per accident or disease and policy limit.

16. RISK OF LOSS. Lessor and Lessee will bear all risk of loss with respect to all property, both real and personal, owned by such party. For the purposes of this Section and unless otherwise agreed between the parties, all alterations, additions, and improvements to the Premises shall be property of Lessee. If the Lessee does not remove all alterations, additions and improvements from the Premises within thirty (30) days after the termination of the Lease, all alterations, additions and improvements shall become the sole ownership of the Lessor without the Lessor having to take any other action of any kind to obtain ownership.
17. DEFAULT; TERMINATION.
- a. If Lessee fails to perform any obligations under this Lease, Lessor shall, prior to exercising any right or remedy provided by law or equity, give Lessee written notice specifying the nature of the default. If Lessee fails to cure such default within thirty (30) days after receipt of written notice from Lessor to Lessee, or, if such default cannot be cured within such thirty (30) day period, if Lessee fails to commence to cure such default within the thirty (30) day period and proceed diligently thereafter to effect such cure, Lessor shall have all rights and remedies available at law or in equity, including the right to terminate this Lease. If Lessor elects to so terminate this Lease, it shall provide Lessee with sixty (60) days written notice of its intent to do so.
 - b. If Lessor fails to or refuses to observe or perform any covenant, agreement, condition or provision of this Lease, Lessee shall, prior to exercising any right or remedy provided by law or equity, give Lessor written notice specifying the nature of the default. If Lessor fails to cure such default within the thirty (30) days after receipt of written notice from Lessee to Lessor, or, if such default cannot be cured within such thirty (30) day period, if Lessor fails to commence to cure such default within the thirty (30) day period and proceed diligently thereafter to effect such cure, Lessee shall have all rights and remedies available at law or in equity, including the right to cure the default at Lessor's sole cost, and set off against Rent the amount required to cure the default.
 - c. Notwithstanding anything set forth herein to the contrary, Lessor or Lessee may terminate this Lease upon sixty (60) days written notice to the other party. If Lessee terminates this Lease, the termination shall be effective sixty (60) days after the date of Lessee's notice and the Rent shall abate from that date, and any Rent paid for any period beyond such date shall be promptly refunded to Lessee.
18. ADDITIONAL REMEDIES OF LESSOR UPON DEFAULT. In the event default has occurred, the following rights and remedies in addition to those provided by statute or otherwise, are available to Lessor:
- a. to re-enter the Leased Premises and remove and store all property in the Leased Premises, at Lessee's costs and without responsibility for loss or damage, provided Lessee is given reasonable notice;

- b. Lessor's re-entry and retaking of possession of the Leased Premises shall not terminate this Lease unless Lessor gives written notice of such termination;
- c. the right to declare this Lease to be terminated;
- d. the right to re-rent the Leased Premises to a third party for any sum Lessor deems the best available rental rate;
- e. the right to declare all obligations due and payable and to enforce the payment and the right to perfect all rights and interest to which Lessee shall be entitled;
- f. at the option of Lessor, upon any default by Lessee, Lessor may declare all rent due and owing in accordance with the amounts due and the same shall be immediately due and payable, subject to Lessor's duty to use best efforts to mitigate Lessor's damages that may result therefrom; and,
- g. The right to recover damages against Lessee in accordance with the following:
 - 1. the cost of performing Lessee's obligations pursuant to the Lease;
 - 2. the amount equal to the total due under this Lease less payments made by Lessee or rent received by reason of Lessor's re-letting the Leased Premises;

19. **INSOLVENCY AND BANKRUPTCY.** Lessor may, at its option, without notice or demand upon Lessee, or upon any person or persons claiming by, through, or under Lessee, immediately cancel and terminate this Lease and terminate each, every, and all of the rights of Lessee, and of any and all persons claiming by, through, or under Lessee, in and to the Leased Premises, including the option to renew, if any, should anyone of the following events occur:

- a. Lessee shall file a voluntary petition in bankruptcy or shall institute any proceedings of whatever kind or character under any bankruptcy or insolvency law in effect at the date hereof or which may hereafter be enacted or become effective such that Lessor's right to collect rent or enforce the provisions of this Lease is affected in any material degree.
- b. Lessee is declared to be insolvent by any court.
- c. Lessee makes an assignment, general or otherwise, for the benefit of creditors.
- d. A trustee or receiver is appointed to take possession of all or substantially all of Lessee's assets where possession is not restored to Lessee within 120 days.

- e. A taking of all or substantially all of Lessee's assets pursuant to proceedings brought under the provisions of any Federal Reorganization Act or the Internal Revenue Code or regulations, and the failure of Lessee to secure the return of said assets within one hundred twenty (120) days from the date of taking of possession.
- f. A taking of the Leased Premises or all or substantially all of the assets of Lessee by virtue of any attachment, execution, or the levy of any judicial process in any action instituted against Lessee in any court of competent jurisdiction and the failure of Lessee to secure the release of such attachment, execution, or levy within one hundred twenty (120) days from the date of the taking of such possession.
- g. In the event of termination, Lessor shall have the right to repossess the Leased Premises either with or without process of law or through any form of notice or proceedings, as well as the right to sue for and recover all rents and other sums accrued up to the time of such termination, including damages arising out of any breach on the part of Lessee. Lessor shall also have the right, with or without resuming possession of the Leased Premises or terminating this Lease, to sue for and recover all rents and other sums, including damages, at any time and from time to time accruing hereunder and to exercise such other rights as may be provided by law.

20. DAMAGE AND DESTRUCTION. If, in the mutual determination of the Lessor and Lessee in writing that the Premises shall be so damaged by fire, casualty, acts of God, or other elements (a "Casualty") to the extent that it cannot be restored or made suitable for Lessee's business operations and use within ninety (90) days from the date of the Casualty ("Substantial Damage"), Lessee may terminate this Lease by written notice given to Lessor within thirty (30) days after the date of the Casualty. If Lessee terminates the Lease, the termination shall be effective as of the date of the Casualty and the Rent shall abate from that date, and any Rent paid for any period beyond such date shall be refunded to Lessee within a reasonable time.

21. EMINENT DOMAIN. In the event all or a portion of the Leased Premises is taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking. Lessor and Lessee shall thereupon be released from any liability thereafter accruing hereunder. Lessor agrees immediately after learning of a taking to give Lessee notice in writing.

22. LIENS. Lessee agrees to keep the Leased Premises and all improvements thereon free of mechanics' liens and any other liens, claims, or encumbrances which may be asserted by reason of any acts or work done by or at the instance of Lessee, its agents or contractors, and to protect fully and indemnify Lessor against any and all such liens, encumbrances, or claims and against all attorneys' fees and other costs and expenses arising out of or incurred by reason of, or on account of any such liens, encumbrances, or claims. During construction of improvements and repairs

conducted by Lessee within the Leased Premises, Lessor shall post Notice of Non-Responsibility for all lienable charges incurred by Lessee and may in its sole discretion obtain from Lessee's contractors such waivers of lien rights that the contractor or materialman may otherwise have against the improvements made or materials to the Leased Premises. To facilitate Lessor's right to obtain such waiver of lien rights, Lessee shall inform Lessor of the name, address, and telephone number of each contractor and materialman to provide materials and services to the Leased Premises not less than fifteen (15) days prior to commencement of work, or delivery of materials to the Leased Premises.

23. ASSIGNMENT. Lessee will not assign this Lease nor sublet any interest in the Premises without the prior written consent of Lessor, which consent will not be unreasonably withheld. Lessee is on notice that if the Lessee seeks to assign the Lease to an LLC, Lessor, may properly refuse to consent to the assignment unless the Lessee provides a guarantee for the balance of the term, in the sole discretion of the Lessee. Provided, however, Lessee may freely assign this Lease or sublet any interest in the Premises without Lessor's consent to any parent, subsidiary, or affiliate of Lessee. Lessee shall not sublet the Premises or any part of the Premises without written consent of the Lessor. Lessee will notify Lessor of any request to assign or sublet the Lease at least within thirty (30) days before the intended assignment or sublet.
24. BINDING ON SUCCESSORS. This Lease will bind the parties' heirs, executors, administrators, successors, representatives, and permitted assigns.
25. HOLDOVER. Should Lessee remain in possession of the Premises after the expiration of the Term of this Lease, Lessee will be deemed a month-to-month tenant under all of the terms and conditions of this Lease. In the event the Lessee does hold over, the rent for each month the Lessee continues to holdover shall be one and half times the amount of the rent in the last month of the term that expired, creating the holdover tenancy. Such month-to-month tenancy may be terminated by either party as of the end of any calendar month upon at least thirty (30) days prior written notice.
26. SEVERABILITY; INTERPRETATION. Whenever possible, each provision of this Lease will be interpreted in such manner as to be effective and valid under applicable law. Should any portion of this Lease be declared invalid for any reason, such declaration will have no effect on the remaining portions of this Lease, which will continue in full force and effect. Unless otherwise specified herein, the following rules of construction and interpretation apply: (a) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (b) use of the term "including" will be interpreted to mean "including but not limited to"; (c) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Lease, the ambiguity shall not be resolved on the basis of the drafter of the Lease; and (e) all terms imparting the singular shall also include the plural and vice versa.
27. NOTICES. All notices, requests, demands, and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a

nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused, or returned undelivered. Notices will be addressed to the parties as follows:

If to Lessee:

L3Harris
Attn: Jennifer Banasik
2235 Monroe Street, 5th floor
Herndon, VA 20171
Jennifer.Banasik@L3harris.com

If to Lessor: City Clerk
City of Gustavus
P.O. Box 1
Gustavus, Alaska 99826
FAX: (907) 697-2136

Either party may change its address for notice by giving notice to the other party in accordance with this Section.

28. **WAIVER; AMENDMENT.** No delay or omission by either party to exercise any right or power under this Lease is to be construed as a waiver of such right or power. No party shall be deemed to have waived any rights under this Lease unless such waiver is in writing and signed by the party waiving such rights. This Lease cannot be amended, modified or revised unless done in writing and signed by an authorized representative of the Lessor and an authorized representative of the Lessor. Lessee acknowledges and agrees that no employee, nor the Mayor, nor any member of the City Council, of the City of Gustavus, has any authority to orally modify or change any provision of this Lease, or to otherwise make any oral promises or representations with respect to any aspect of this Lease.
29. **GOVERNING LAW.** This Lease will be construed in accordance with and governed by the laws of the State of Alaska, without giving effect to its conflict of laws principles. The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska, shall be the exclusive jurisdiction and venue for any action of any kind and any nature arising out of or relating in any way the Lease or any performance under the Lease.
30. **ENTIRE AGREEMENT.** This Lease and any exhibits attached contain the entire understanding of Lessor and Lessee with respect to the Lease Agreement. This Lease shall not be modified orally or in any manner other than by written agreement signed by Lessor and Lessee. The parties agree that there are no oral or written promises, representations, or agreements between Lessee and Lessor relating to the Lease of the subject premises, except as set forth in this document.

- 31. LIMIT OF LIABILITY AND RESPONSIBILITY. Lessor shall not be responsible for any damage to or theft of any personal property, furnishings, or equipment belonging to Lessee, its employees, agents, or assigns, or for any claims by Lessee, its employees, agents, or assigns for any such damage or loss incurred by Lessee, Lessee's clients, customers, employees, invitees, agents, contractors, or representatives.
- 32. WARRANTIES. Lessor and Lessee each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Lease and bind itself hereto through the party set forth as signatory for the party below.
- 33. COUNTERPARTS. This Lease may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties.
- 34. ATTORNEY REPRESENTATION. Lessee has had the opportunity to consult with counsel of its choice. Lessee is proceeding with this Lease either with the advice of separate counsel of its choosing or having made an informed decision to proceed without counsel. Lessor and Lessee shall each be responsible for its own and separate attorneys' fees incurred in the preparation and negotiation of this Lease. Lessee is specifically not relying on any advice or representations from anyone associated with Hoffman & Blasco, LLC, the city attorney for the City of Gustavus as to any aspect of this Lease or its consequences as to the Lessee.

IN WITNESS WHEREOF, the Lessor and Lessee have each caused this Lease to be duly executed as of this date.

DATED:

DATED:

LESSOR:
CITY OF GUSTAVUS

LESSEE:
L3HARRIS TECHNOLOGIES INC.

By: _____

By: _____

EXHIBIT A to the L3Harris, Inc. Lease Property ASLS 93-56, Tract "A", Section 8,
Tract .40S, R.59E., Copper River Meridian, Gustavus, Alaska