

## LAND LEASE AGREEMENT

This Lease Agreement ("**Lease**") is made effective as of May 1, 2021 ("**Effective Date**"), by and between City of Nome, a Municipal Corporation ("**Lessor**") organized and existing under the laws of Alaska with its head office located at 102 Division Street, Nome, Alaska 99762 and GCI Communication Corp., a Alaska corporation with offices located at 2550 Denali Street, Suite 1000, Anchorage, AK 99503-2751, on its own behalf and on behalf of its affiliates (collectively, "**Lessee**") (each a "**Party**" and collectively, the "**Parties**").

WHEREAS, Lessor owns or controls that certain plot, parcel, or tract of land described as Lots 9 and 7, Block 139 according to the 1905 Nome Townsite Plat as amended (the "**Property**"); and

WHEREAS Lessee desires to use a portion of the Property in connection with its telecommunications business; and

WHEREAS Lessor desires to grant Lessee the right to use a portion of the Property in accordance with this Lease.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Premises.** Lessor leases to Lessee the following property ("**Premises**");

Lot 9 and a portion of Lot 7 for a total of approximately 31,309 square feet of space for use as set forth in Section 2 of this Lease, all of such space located on the Property as depicted in Exhibit A.

2. **Authorized Uses.** This Lease is issued for the following authorized uses: Lessee may install, construct, maintain, operate, modify, replace, repair, and upgrade a technical facility and related communications equipment on the Premises in conjunction with Lessee's operation as a communications provider. Lessee shall have the right to make all improvements, alterations, upgrades, or additions to the Premises appropriate for Lessee'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 Premises as required for Lessee's technical facility and related communications equipment, and the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Lessee's expense. Lessee has the right to modify, supplement, replace, upgrade, expand, increase, or relocate its technical facility or communications equipment within the Premises at any time. Lessee will be allowed to make such alterations to the Property as required to ensure that Lessee's technical facility and/or communications equipment complies with all applicable federal, state, or local laws, rules, or regulations. Lessor further grants Lessee, its subtenants, licensees, and sublicensees the right to use such portions of the Property as may reasonably be required during construction and installation of Lessee's communications equipment. All Lessee construction on the Premises shall be neat, presentable, and compatible with its use and surroundings.

3. **Term.** The initial term of this Lease is ten (10) years ("**Term**"), commencing as of May 1, 2021 ("**Commencement Date**") with two (2), five (5) year extensions (individually, an "**Extension**" and collectively, the "**Extensions**") to be exercised upon mutual agreement of the Parties, so long as Lessee is not in violation of any terms or conditions as set forth in this Lease. The Extensions shall be automatic unless: (a) either Party elects not to so extend the term of the Lease by notifying the other party, in writing, of such election not less than six (6) months prior to the last day of the Term or Extension as then in effect, or (b) Lessor notifies Lessee in writing of a default, and Lessee fails to timely cure that default. Any Extension mutually agreed upon by the Parties shall become effective immediately as of the day following the date which is six (6) months prior to the last day of the Term or Extension as then in effect. At the conclusion of the original Term or final Extension, if any, this Lease shall continue in force upon the same covenants, terms, and conditions for a further term of one (1) year and for annual terms thereafter until either Party gives written notice of termination. Notice of termination during the year to year period shall be given no later than six (6) months before the expiration of the then-current Lease term

4. **Rent.** For the first year of the Lease term, rent for the Premises ("**Rent**") will be Ten thousand Dollars (\$10,000), payable without invoice or demand on May 1, 2021. For each subsequent year of the Lease Term, including any Extension, the annual rent amount shall be 103% of the Rent for the preceding year, payable without invoice or demand on the first day of May of each year during the term. Payment shall be made by check, bank draft, or money order made payable to Lessor. If this Lease is terminated at any time other than the last day of a month, rent shall be prorated as of the date of termination. In the event of termination for any reason other than Lessee's breach, all prepaid rent shall be refunded to Lessee. All unpaid rents and fees will accrue interest at 10% percent per annum beginning 30 days after payment is due.

5. **Maintenance.** Lessee shall keep the Premises and all its improvements thereon neat and presentable.

6. **Utilities.** Lessee shall be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Lessee on the Premises. Lessee shall have an electrical current meter installed at the Premises for Lessee's electrical usage, and Lessee shall pay for the cost installation, maintenance, and repair of same. Such meter will be billed by and paid directly to the power company. Lessee shall have the right, at its expense, to improve the present utilities on the Premises and to permanently place new utilities on (or to bring utilities across) the Property in order to service the Premises. Lessee shall also have the right to install emergency power generators on the Premises.

7. **Disposition of Improvements.** Unless otherwise agreed to by the parties, any and all improvements and personal property of every kind and nature constructed, erected, or placed by Lessee on the Premises (collectively, the "**Improvements**") shall be removed from the Premises within one hundred and eighty (180) days after the expiration or other termination of this Lease. Lessee shall repair any damage to the Property resulting from Lessee's use of the Premises or removal activities. Should Lessee fail to remove the Improvements or repair any damage to the Property, Lessor may do so at Lessee's expense.

8. **Title.** All Improvements brought onto the Property by Lessee will be and remain Lessee's property and, at Lessee's option, may be removed by Lessee at any time during or after the Term. Lessor covenants and agrees that it shall have no interest in any part of the Improvements, it being the specific intention of Lessor that all Improvements of every kind and nature constructed, erected, or placed by Lessee on the Premises will be and remain the property of Lessee and may be removed by Lessee at any time during or after the Term. Notwithstanding the foregoing, title to any Improvements or other property owned by Lessee remaining on the Premises as of the expiration or other termination of this Lease, except for Hazardous Materials, that is not disposed of as set out in Section 8 above shall automatically vest in Lessor.

9. **Hazardous Materials.** Lessor represents and warrants that the Property, as of the date of this Lease, is free of hazardous substances including asbestos-containing materials and lead paint, and that the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry, or remediation. Lessor and Lessee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property. Lessor and Lessee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under this section. Lessor agrees to hold harmless and indemnify Lessee from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Lessor for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of Lessor during the Term. Lessee agrees to hold harmless and indemnify Lessor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Lessee for payment of penalties, sanctions, forfeitures, losses, costs damages, and for responding to any Claims, to the extent

arising from hazardous substances brought onto the property by Lessee. Unless the result of a hazardous substance release for which Lessee is liable under AS 46.03.822, should Lessee becomes aware of any hazardous substances on the Property, or any environmental, health, or safety condition or matter relating to the Property that renders the condition of the Premises or the Property unsuitable for Lessee's use, or if Lessee believes the leasing or continued leasing of the Premises would expose Lessee to undue risks of liability to a government agency or other third party, Lessee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Lease upon written notice to Lessor. In the event of a material spill of fuel or other hazardous materials on the Premises, Lessee shall promptly notify Lessor and act promptly to contain the spill, repair any damage, absorb and clean up the spill area, and restore the Premises to a condition reasonably satisfactory to Lessor.

**10. Representations and Warranties.** Lessor hereby makes the following representations and warranties with respect to this Lease, the Property, and the Premises: The execution of this Lease has been duly authorized by Lessor and all necessary consents have been received. Lessor has all right, title, and interest in the Premises and the Property, and to execute and to perform its obligations under this Lease. Other than the express warranties set out above and elsewhere in this Lease, Lessor makes no express or implied warranties concerning the title or condition of the Premises, including survey, access, or suitability for any use, including those uses authorized by this Lease. Lessee takes the Premises as-is, subject to all other provisions to this Lease.

**11. Indemnity.** Lessee agrees to indemnify, defend and hold Lessor harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use of the Property, maintenance, repair or removal of the Improvements, or Lessee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Lessor, its employees, agents or independent contractors. Lessor agrees to indemnify, defend and hold Lessee harmless from and against any and all injury, loss, damage, or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from Lessor's, or its employees' or agents', actions or failure to act in connection with this Lease, or Lessor's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Lessee, its employees, agents, or independent contractors.

**12. Insurance.**

- (a) Lessee shall secure and keep in force during the term of this Lease adequate insurance to protect both Lessor and Lessee against comprehensive public liability and property damage:
  - 1. Property damage arising from one occurrence in the amount of not less than \$1,000,000.00, and
  - 2. Personal injury or death in an amount of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence.
- (b) All insurance required by this covenant must:
  - 1. name Lessor as an additional assured;
  - 2. provide that Lessor be notified prior to any termination or cancellation in the insurance coverage; and
  - 3. include a waiver of subrogation by which the insurer waives all rights of subrogation against Lessor for payments made under the policy.
- (c) The requirement of insurance coverage does not relieve Lessee of any other obligations under this Lease.

**13. Sale, Assignment or Sublease.** Lessee shall not assign or sublease the Premises or any part thereof without prior written consent of Lessee. Any such sublease or assignments shall be in writing and shall be subject to the terms and conditions of the original Lease. Should any partial sublease be approved, Lessor may require that Lessee remit to Lessor 50% of any assignment or sublease revenues paid to Lessee. Any application for sublease or assignment shall include payment of a \$500 administrative fee. Lessor retains exclusive right to lease ground space on the Property adjacent to the Premises to other carriers and tenants. Lessor may not sell or assign this Lease to a party that is not the legal fee owner of the Property without the written consent of Lessee, which consent may be withheld at Lessee's sole discretion.

**14. Condemnation.** In the event Lessor receives notification of any condemnation proceedings affecting the Property, Lessor will provide notice of the proceeding to Lessee within ten business days. If a condemning authority takes all of the Property, or a portion sufficient, in Lessee's sole determination, to render the Premises unsuitable for Lessee, this Lease will terminate as of the date the title vests in the condemning authority. The Parties will each be entitled to pursue their own separate awards in the condemnation proceedings, which for Lessee will include, where applicable, the value of its Improvements, moving expenses, prepaid Rent, and business dislocation expenses. If a condemning authority takes a portion of the Premises but Lessee determines that the Premises remain suitable for Lessee use, this Lease will remain in full force and effect and Lessee shall be entitled to a pro rata reduction in the Rent reflecting the portion of the Premises so taken.

**15. Cancellation.** Lessor may cancel this Lease and recover possession of the Premises by giving Lessee thirty (30) days' prior written notice, upon the happening of any of the events listed below, that are not cured within thirty (30) days of such notice:

- (a) Lessee's failure to pay when due the rents or fees specified in this Lease, including any increases made pursuant to this Lease.
- (b) The return for insufficient funds of checks for payment of rents or fees.
- (c) The use of the Premises by Lessee for any purpose not authorized by this Lease.
- (d) The appointment of a trustee or receiver for the Lessee's assets in a proceeding brought by or against the Lessee.
- (e) The failure of Lessee to perform any provision or covenant in this Lease. If such provision or covenant is not possible to perform within such thirty (30) day notice and cure period, Lessee shall not be in default under this Lease if it has promptly commenced and is diligently pursuing the cure thereof.

Lessee may cancel this Lease with thirty (30) days' written notice to Lessor if Lessor fails to perform any provision or covenant in this Lease and such nonperformance is not cured within thirty (30) days of Lessee providing written notice of same. If such provision or covenant is not possible for Lessor to perform within such thirty (30) day cure period, Lessor shall not be in default under this Lease if it has promptly commenced and is diligently pursuing the cure thereof.

**16. Casualty.** Lessor will provide notice to Lessee of any casualty or other harm affecting the Property within ten business days of the casualty or other harm. If any part of the Improvements or Property is damaged by casualty or other harm as to render the Premises unsuitable then Lessee may terminate this Lease by providing written notice to Lessor, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Lessee will be entitled to collect all insurance proceeds payable to Lessee on account thereof and to be reimbursed for any prepaid Rent on a pro rata basis. Lessor agrees to permit Lessee to place temporary transmission and reception facilities on the Premises, but only until such time as Lessee is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Lease such temporary facilities will be governed by all of the terms and conditions of this Lease, including Rent. If Lessor or Lessee undertakes to rebuild or restore the Premises and/or the Improvements, as applicable, Lessor agrees to permit Lessee to place temporary facilities on the Premises at no additional Rent until the reconstruction of the Premises and/or the Improvements is completed. If Lessor determines not to rebuild or restore the Property, Lessor will notify Lessee of such determination within thirty (30) days after the casualty or other harm. Lessor agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Lessee places temporary facilities on the Property.

**17. Easements; Access.** Lessor covenants and agrees that Lessee shall have access to the Property for pedestrian and vehicle ingress and egress to the Premises for all uses authorized or required by this Lease and to place underground conduits, aerial feeds, or fiber as needed for power and telephone or other purposes from the Premises to all utility easements and rights-of-way which are owned by Lessor. Lessor agrees to provide utility easements to the Property in recordable form, as may be required by utility service providers serving the Premises. No such easement or right-of-way on the Property may unreasonably interfere with Lessor's use of the Property. Lessor reserves the right to grant to third parties or reserve to itself easements or rights-of-way through, on, or above the Premises. No easement or right-of-way on the Premises may unreasonably interfere with Lessee's use of the Premises. Lessee shall not

be unreasonably prevented or delayed from accessing the Premises during the Term and all Extensions, twenty-four hours a day, seven days a week..

18. **Non-Interference with Telecommunications Use** Lessor agrees to not build or allow to be built any structures on the Premises, or on the Property within the area emanating outward from Lessee's equipment between the azimuths of 120.9 degrees and 239.2 degrees from true north without the prior written consent of an authorized representative of Lessee. Said consent shall not be unreasonably withheld. The intent of this clause is to prevent development that would adversely impact Lessee's ability to "see" the satellite arc required in order to provide service to the community.

19. **Laws and Taxes.** Lessee will conduct all activities authorized by this Lease in compliance with all applicable federal, state, and local laws, including but not limited to matters of health, safety, sanitation, pollution and communications.

20. **Disputes.** In any disputes between the Parties, the laws of the State of Alaska will govern. Any lawsuit must be brought in the courts of the State of Alaska. Either Party may request a mediation of any unresolved dispute. Lessee agrees to notify Lessor of any claim, demand, or lawsuit arising out of Lessee's occupation or use of the Premises. Upon Lessor's request, Lessee will reasonably cooperate and assist in the investigation and litigation of any claim, demand, or lawsuit affecting the Premises.

21. **Liens.** Lessee shall keep the Premises free of all liens, pay all costs for labor and materials arising out of any construction or improvements by Lessee on the Premises, and hold Lessor harmless from liability for any liens, including costs and reasonable attorney fees related to Lessee's activities. By this provision, Lessor does not recognize that it is in any way liable for any liens on the Premises.

22. **No Waiver; Consents.** The failure of a Party to insist upon the strict performance of any provision in this Lease may not be considered as a waiver or relinquishment of that provision for the future. The waiver of any provision or covenant in this Lease cannot be enforced or relied upon unless the waiver is in writing and executed by the Party waiving such provision. Whenever consent by one Party is required by this Lease, the granting of such consent in any one instance will not constitute continuing consent to subsequent instances where such consent is required.

23. **Validity of Parts.** If any provision of this Lease is declared to be invalid by a court of competent jurisdiction, the remaining covenants and provisions will continue in full force.

24. **Entire Agreement.** This Lease and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties and shall supersede all prior offers, negotiations, and agreements with respect to the subject matter of this Lease. Except as otherwise stated in this Lease, each party shall bear its own fees and expenses incurred in connection with the negotiation, drafting, execution, and performance of this Lease and the transactions it contemplates.

25. **Survival.** All provisions of this Lease relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Lease that by their sense and context are intended to survive the termination or expiration of this Lease shall so survive.

26. **W-9.** As a condition precedent to payment, Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Lessee, including any change in Lessor's name or address.

27. **Attorneys' Fees.** In the event that any dispute between the Parties related to this Lease should result in litigation, the prevailing Party in such litigation shall be entitled to recover from the other Party all reasonable attorneys' fees and expenses. Prevailing Party means the Party determined by the court to have most nearly prevailed even if such party did not prevail in all matters.

28. **Natural Disasters.** If any cause which occurs without the fault or negligence of either Party renders the Premises permanently unusable, this Lease may be terminated by either Party upon thirty (30) days' written notice to the other. Causes include but are not restricted to acts of God or the public enemy, acts of the United States, fires, floods, epidemics, quarantine restrictions, or strikes. No Party shall

be liable for any delay or failure in performance due to such events outside of the defaulting Party's reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

29. **Notices.** Any notices to be given under this Lease by either Party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested, to the recipient at the address indicated below:

**Lessor:**

City of Nome  
Attn: City Manager  
P.O. Box 281  
Nome, AK 99762  
Telephone: 907.443.6663  
Email: GSteckman@nomealaska.org

**Lessee:**

GCI Communication Corp.  
Attn.: Catherine Manka  
2550 Denali St., Suite 1000  
Anchorage, AK 99503  
Telephone: 907.868.5723  
Email: cmanka@gci.com

**With a copy of legal notices to:**

Boyd, Chandler, Falconer & Munson, LLP  
Attn: Brooks W. Chandler  
911 W. 8<sup>th</sup> Ave, Suite 302  
Anchorage, AK 99501

**With a copy of legal notices to:**

GCI Communication Corp.  
Attn: Corporate Counsel  
2550 Denali St., Suite 1000  
Anchorage, AK 99503

or such other address or to the attention of such other person as the recipient Party shall have specified by prior written notice to the sending Party. Such notice shall be effective as of the date of its receipt.

30. **Quiet Enjoyment.** Lessee shall have the right of quiet enjoyment of the Premises for the Term and all Extensions thereof, regardless of any sale, transfer, assignment or foreclosure of the Premises. This Lease shall be binding on each Party's successors and assigns.

31. **Binding Agreement; Amendments; Counterparts.** This Lease shall run with the land and be binding upon each Party's heirs, representatives, executors, successors and assigns. This Lease may only be amended in writing, and such amendment shall be signed by authorized representatives of both Parties. The Parties may execute this Lease in counterparts, each of which shall be deemed an original, and both of which, collectively, taken together shall constitute one and the same Lease. Delivery of an executed counterpart by electronic transmission (including computer scan, PDF,, or other electronic reproduction transmitted by any electronic means) and will be as effective as physical delivery of an executed counterpart.

32. **Recording.** This Lease shall not be recorded. Contemporaneously with the execution of this Lease, the Parties may execute a recordable Memorandum of Lease substantially in the form set forth in Exhibit B. Either Party may record this Memorandum at any time during the Term in its absolute discretion. During the Term of this Lease, either Party will, at any time and upon fifteen (15) days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

**[END OF SECTIONS AND TEXT]**

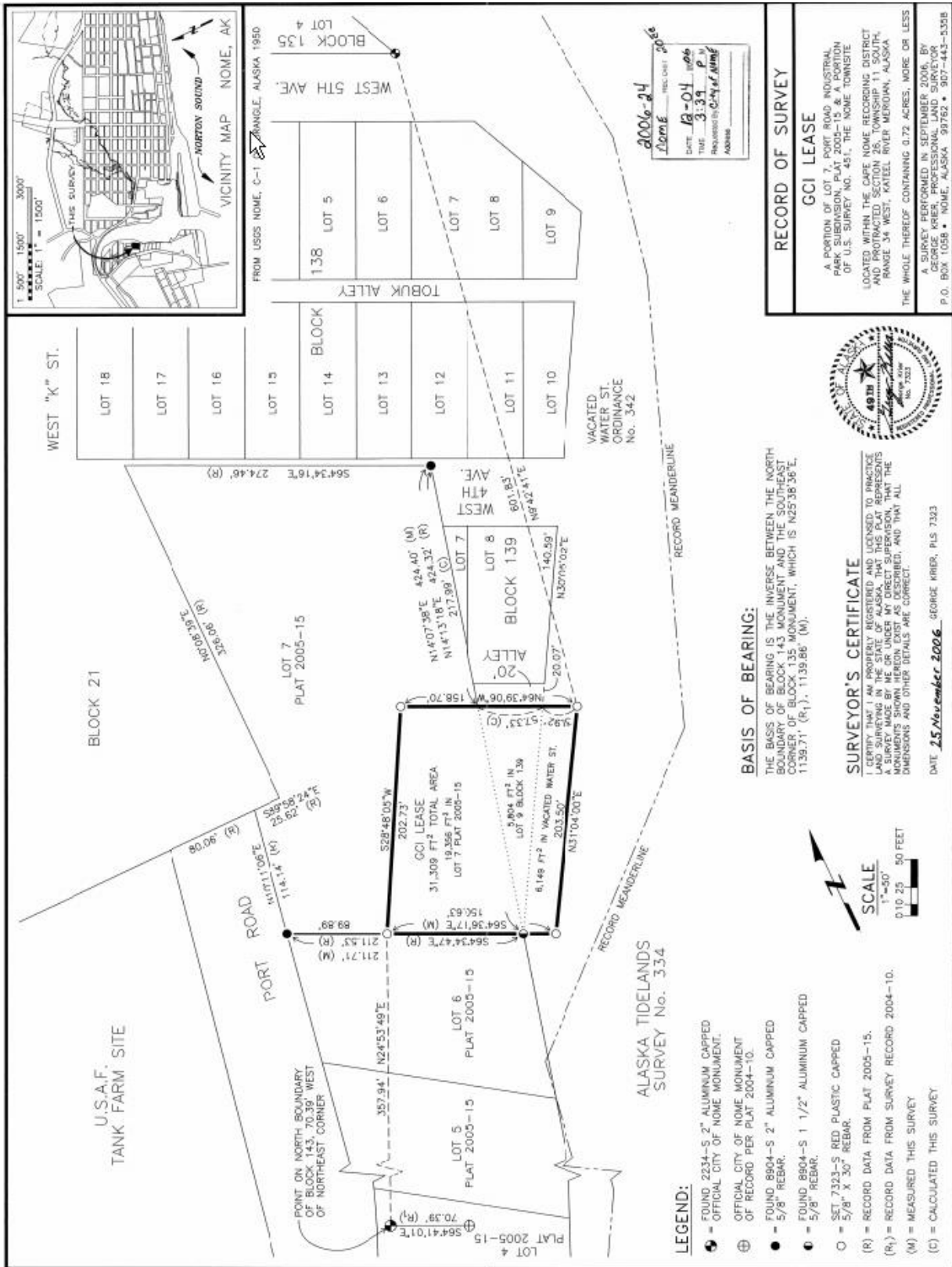
Lessor: City of Nome

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Lessor: GCI Communication Corp.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# Exhibit A: The Premises





## **Exhibit B: Form of Memorandum of Lease**

### Memorandum of Lease

Record in the Nome Recording District  
After Recording, Return to:

Attn: \_\_\_\_\_  
2550 Denali St., Suite 1000  
Anchorage, AK 99503

1. This Memorandum of Lease ("Memorandum") relates to that Lease Agreement ("Lease") between City of Nome, as Lessor, and GCI Communication Corp., as Lessee, dated effective as of May 1, 2021. The Lease relates to the following described "Premises":

Lot 9 and a portion of Lot 7 Block 139 according to the 1905 Nome Townsite Plat as amended, for a total of approximately 31,309 square feet of space

as shown on the Attached Exhibit A.

2. Term. The Lease's term is five (5) years, and shall be automatically renewed for four (4) five (5) year renewal periods unless Lessee elects to terminate the lease by providing Lessor written notice of its intent to terminate at least thirty (30) days prior to the expiration of the then-current term.
3. Purpose. The purpose of the Lease is to provide Lessee with the use of the Premises for telecommunication purposes, related equipment and support structures.
4. Incorporation of Lease. This Memorandum is for informational purposes only and nothing contained in this Memorandum shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Lease, the terms of which are incorporated in this Memorandum by reference. This instrument is merely a memorandum of the Lease and is subject to all of the terms, provisions and conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.
5. Binding Effect. The rights and obligations set forth in this Memorandum shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, personal representatives, successors, and assigns.
6. Authority. Lessor and Lessee represent and warrant to each other that they have full right, power, and authority to enter into this Memorandum of Lease without the consent or approval of any other entity or person and make these representations knowing that the other party will rely thereon. The signatories on behalf of Lessor and Lessee further represent and warrant that they have full right, power, and authority to act for and on behalf of Lessor and Lessee in entering into this Memorandum of Lease.

