

EXHIBIT B

For Recording in the Petersburg Recording District

TIDELANDS LEASE

THIS LEASE AGREEMENT is effective on the date of the last signature below between the Petersburg Borough, a municipal corporation organized and existing under the laws of the State of Alaska, whose mailing address is P. O. Box 329, Petersburg, Alaska 99833, herein referred to as the "Lessor" or "Borough", and American Cruise Lines, Inc., a Delaware corporation, whose mailing address is 741 Boston Post Road, Guilford, Connecticut 06437, herein referred to as the "Lessee." Lessor and Lessee are collectively referred to herein as "the parties."

RECITALS

WHEREAS, the tidelands subject to this lease lies within the boundaries of the Petersburg Borough, Alaska, First Judicial District, Petersburg Recording District; and

WHEREAS, Lessor holds title to such tidelands; and

WHEREAS, the particular tract subject to this lease has been nominated for lease by an application of Lessee demonstrating: (1) the proposed use of the nominated parcel is a beneficial use in terms of highest and best use; and (2) it is in the Borough's interests to lease the nominated parcel; and

WHEREAS, Lessee has submitted an application showing: (1) the purpose of the proposed lease; and (2) whether the intended use complies with the zoning ordinance and the comprehensive plan of the Borough; and

WHEREAS, this lease contains restrictions and reservations as are necessary to protect the public interest; and

WHEREAS, Lessee desires to lease the parcel described herein for the purpose of constructing a dock, consisting of a gangway and moorage float, to allow Lessee's vessels to dock, offloading and onloading passengers.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

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ARTICLE 1 – Demise and Description of Premises

Section 1.1: Demise and Description. Lessor hereby leases to Lessee a tidelands parcel 22,500± square feet in size, located within Alaska Tidelands Survey (ATS) 9 in the Petersburg Recording District and described as follows:

Commencing at corner 4 of the U.S. Coast Guard Float Lease, said corner shown on City of Petersburg Coast Guard Float Lease Plat #89-4 by Rick Braun L.S. #5485, which shall also be designated as corner 1 and the Point of Beginning of the ACL Lease Parcel, thence S 57°40'00" W a distance of 300.00' to corner 2, of the ACL Lease Parcel, thence N 32°20'00" W a distance of 75.00' to corner 3 of the ACL Lease Parcel, thence N 57°40'00" E a distance of 300.00' to corner 4 of the ACL Lease Parcel, thence S 32°20'00" E a distance of 75.00' to corner 1 of the ACL Lease Parcel and the Point of Beginning.

("the demised premises"). The lease plat for the demised premises was recorded in the Petersburg Recording District on April 13, 2026 as Plat No. 2026-6, and is attached hereto as Exhibit 1.

ARTICLE 2 – Term of Lease

Section 2.1: Term. The term of this lease shall be for a period of fifty (50) years, commencing on May 1, 2026 and ending at midnight on April 30, 2076.

ARTICLE 3 – Rent

Section 3.1: Rent. Lessee shall pay to Lessor rent for the demised premises at the annual rate of Nine Thousand Five Hundred Fifty Dollars and No Cents (\$9,550.00) during the first five years of this lease. Rent owed for the first year of this lease shall be paid in a single payment upon execution of this agreement. Rental payments thereafter shall be due and owing, in advance, annually on the first (1st) day of the month of commencement of this agreement. The Borough will send a reminder invoice.

Section 3.2: Rent Adjustment. The annual rental rate payable pursuant to this lease shall be subject to adjustment by the Borough Assembly on every fifth anniversary of the lease. In the event an adjusted rental rate is not established prior to a fifth-year anniversary date, the subsequently established rental rate shall be effective retroactively to the anniversary date.

3.2.1 For each rental adjustment, Lessor shall, at Lessee's expense, cause the demised premises and any improvements located thereon owned by the

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Lessor to be appraised at their fair market value by an appraiser selected by Lessor. The annual rental rate shall be determined by the then current appraised fair market value of the demised premises and Lessor-owned improvements, adjusted by the rental rate percentage of ten percent (10%). Said appraisal is to occur no sooner than six (6) months prior to the adjustment date, Lessee is responsible for all costs of the appraisal, and shall make payment to Lessor of those costs within thirty (30) days of invoice.

ARTICLE 4 – Use of Premises

Section 4.1: Use of Premises. The demised premises are to be used by Lessee for construction and operation of a dock and gangway for the purpose of docking marine passenger vessels with a marine passenger capacity under 300, and onloading and offloading of passengers and supplies.

4.1.1 The designs for the dock and gangway must be stamped by an engineer licensed in the State of Alaska and submitted to the Borough Harbormaster for review to ensure that the design, including the location of the dock and gangway, and location, size, and marking of dolphins, will not interfere with or otherwise disrupt operations at the Borough Port Facility Dock. If the Harbormaster reasonably determines that the design would create such interference or disruption, the engineer must revise the design as necessary to eliminate the identified issue.

4.1.2 Lessee's gangway to its floating dock shall be affixed to the Borough Port Facility Dock at or near the Facility Dock's terminus, provided however no portion of Lessee's improvements, including the gangway, dock and dolphins, may extend beyond a line running parallel to the end of the dock, to ensure that fueling operations conducted on the opposite side of the Facility Dock are not impeded.

4.1.3 Only vessels no longer than 140' may be docked on the inside face of the dock. Lessee understands and acknowledges that a 22-foot buffer zone must be maintained between the Lessee's operations and the shared boundary line with the adjacent leaseholder (U.S. Coast Guard Lease Plat No. 89-4). This buffer zone is identified on attached Exhibit 1 as the "U.S.C.G. Operations Line". Vessels moored on the inside face of the dock must not extend beyond or encroach over this Line.

4.1.4 The gangway must be constructed of aluminum or steel, with a walkway of non-skid material suitable for local conditions. The gangway must be ADA compliant, and wide enough to accommodate emergency response equipment. Lessee shall coordinate these requirements with the Petersburg Fire Department.

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4.1.5 If dolphins are included in the design, they must be coated with high-visibility material down to the mean low water line. This material must be maintained over time to ensure continued visibility of the dolphins to other vessels operating in the area.

4.1.6 Except with the written approval of Lessor, Lessee will not use the dock, or allow use of the dock by other marine passenger vessels, unless the vessel to be docked has a marine passenger capacity of under 300.

4.1.7 Use of the demised premises by vessels other than Lessee-owned or operated vessels or vessels directly supporting Lessee's operations, for longer than eight (8) hours in any twenty-four hour (24) period requires the approval of the Borough Harbormaster.

Section 4.2: Compliance with Law. Lessee shall comply with and abide by all federal, state, municipal and other governmental statutes, laws, ordinances, rules and regulations affecting the demised premises, the improvements thereon or any activity or condition on such premises. This includes payment of the marine passenger fees imposed under Petersburg Municipal Code (PMC) Chapter 4.80.

Section 4.3: Uses Prohibited. This lease grants to Lessee only the surface use of the demised premises. Lessee shall not use, or permit the demised premises or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which the demised premises are hereby leased; and no use shall be made or permitted to be made of the demised premises, or acts done, which may be considered hazardous on account of fire or otherwise. Any use not authorized by this lease shall constitute a trespass against Lessor. No fuel storage shall be allowed on the demised premises.

Section 4.4: Waste and Nuisance Prohibited. Lessee shall not commit or suffer to be committed any waste on the demised premises, or any nuisance. Lessee shall not use or occupy the premises for any unlawful purpose.

Section 4.5: Avoidance of Pollution. Lessee shall not pollute the waters that are the subject of this lease, or other waters or lands of the Borough. Any pollution by Lessee, or by anyone who Lessee permits to utilize the demised premises, shall be considered a material breach of this lease.

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Section 4.6: Environmental and Water Quality Protection.

(a) If the Borough has cause to believe, based upon reasonable evidence and knowledge, that environmental or water quality damage has occurred or is threatened, the Borough may give twenty-four (24) hours notice to Lessee of such damage or threatened damage, after which time, unless the Borough and Lessee mutually agree otherwise, the Borough shall have the right to require the Lessee to cease operations immediately and take immediate action to correct or eliminate said damage or threat thereof. Failure of Lessee to comply with such requests will be treated as a material breach of this agreement, entitling the Borough to terminate this agreement as provided. The Borough's rights under this provision shall not be construed as creating an obligation on the Borough's part to provide for any inspection as to environmental practices, it being agreed that compliance is the sole responsibility of Lessee.

(b) In accordance with Article 15, Lessee shall be solely responsible for any environmental or water quality damage caused by Lessee, or by its employees, officers, agents, representatives, contractors, guests, invitees, or any other person or entity using the demised premises with Lessee's permission. All costs associated with such damage will be borne entirely by Lessee. If Lessee fails or refuses to adequately and properly correct or repair said damage within a reasonable time in accordance with applicable federal, state and municipal statutes, laws, ordinances, rules and regulations, then the Borough shall have the right, but not the obligation, to contract with any party to correct or repair said condition, at Lessee's sole expense. Lessee shall reimburse the Borough upon demand for all actual costs of said correction or repair.

(c) In addition to the Borough's right to indemnification as stated in Articles 15 and 16 of this agreement, Lessee shall indemnify, defend and hold the Borough harmless from any and all civil or criminal liabilities or penalties, including actual attorney fees and other costs of defense, resulting from Lessee's acts or omissions, and the acts or omissions of Lessee's employees, officers, agents, representatives, contractors, guests, invitees, or any other person or entity using the demised premises with Lessee's permission, which cause, threaten or are alleged to cause or threaten, environmental or water quality damage, or sanctions to be incurred because of environmental or water quality damage.

Section 4.7: Utilities. Lessee shall fully and promptly pay all costs associated with public services used by Lessee, including without limitation electric power and water utility service, and any other utilities of any kind furnished to the demised premises throughout the term hereof. Any utility extensions required by Lessee to utilize the demised premises shall be made at the sole expense of the Lessee.

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Lessor shall invoice Lessee for its usage of utilities at the demised premises at the established rate.

Section 4.8: Discharge Prohibition. Lessee shall not discharge or release, or permit the discharge or release of, 1) graywater or 2) sewage, whether in solid or liquid form and whether treated or untreated, into the waters of the Borough within eight hundred (800) yards of the demised premises. In this Section, graywater and sewage shall have the meanings ascribed to them in Alaska Statute 46.03.490.

ARTICLE 5 – Improvements; Personal Property

Section 5.1: Required Improvements. The improvements described in Section 4.1 are required as a condition of this lease, and construction/installation of the improvements shall be completed within two (2) years of the effective date or Lessee shall be making substantial progress towards its completion within the two (2) year timeframe in the event construction/installation of the improvements is not completed. Further improvements require the written consent of Lessor, and shall comply with all federal, state, and municipal statutes, laws, ordinances, rules and regulations. Once installed, constructed or placed on the demised premises, Lessee shall hold title to the improvements, however improvements may not be removed without the prior written consent of Lessor. Upon expiration or earlier termination of this lease, title to the improvements shall be as addressed in Section 5.5 hereof.

Section 5.2: Proper Placement of Improvements. Lessee shall bear all responsibility for the proper placement of improvements on the demised premises, so as to avoid any encroachment on other property of Lessor or on property owned or leased by others.

Section 5.3: Maintenance of Improvements and Personal Property. Lessee shall, throughout the term of this lease, at Lessee's own cost and without any expense to Lessor, keep and maintain the premises, including all improvements or personal property of any kind which may be or become a part thereof, in good, neat, clean and sanitary order, condition and repair. Lessor shall not be obligated to make any repairs or replacements of any kind, nature or description, or conduct any maintenance whatsoever, to the demised premises or to any improvements or personal property thereon.

Section 5.4: Damage to and Destruction of Improvements. Damage, destruction, or partial destruction of any improvement on the demised premises shall not release Lessee from any obligation hereunder, except as hereinafter expressly provided.

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(a) In the event the improvements on the demised premises are destroyed by fire, storm, earthquake, or other casualty to such an extent as to be rendered unstable, Lessee may elect to terminate this lease by providing Lessor with written notice within thirty (30) days of the destruction of the improvements. Should Lessee elect to so terminate this lease, such termination shall be effective thirty (30) days after such notice.

(b) Following a termination under paragraph (a) above, Section 5.5 shall apply to removal or reversion of the damaged or destroyed improvements.

Section 5.5: Removal or Reversion of Improvements Upon Expiration or Earlier Termination. Upon expiration or earlier termination of the lease, improvements located on the demised premises shall be addressed as follows:

(a) At the sole discretion of Lessor, ownership of some or all of the improvements may, at no cost to Lessor, revert to, and absolute title shall vest in, Lessor from Lessee. Improvements that Lessor has elected not to take ownership of, or which are not being sold to a succeeding lessee under paragraph (b), shall be removed from the demised premises under the provisions of paragraph (c).

(b) Lessee may, with the consent of, and upon terms approved by, Lessor, sell some or all of the improvements to a succeeding lessee, or to a third party who shall remove the improvements from the demised premises.

(c) Within thirty (30) calendar days after expiration or earlier termination of this lease, improvements that Lessor has elected not to take ownership of or which are not being sold to a succeeding lessee, shall be removed by Lessee, at Lessee's sole cost and expense, provided that the Borough Assembly may extend the time for removing improvements in cases where hardship is proven. All extensions of time granted Lessee to remove improvements are subject to Lessee's payment to Lessor of pro rata rental payments for said periods.

(d) If any improvements are not removed by Lessee within the time allowed under paragraph (c), Lessor may remove such improvements at the sole cost and expense of Lessee. Lessee shall promptly reimburse Lessor for Lessor's actual costs and expenses incurred in such removal. Lessee shall also be obligated to Lessor for pro rata rental payments for the period of time from expiration or termination to the date the improvements are removed.

Section 5.6: Repair of Premises. If Lessee removes any improvements or personal property from the demised premises upon expiration or earlier termination of this lease, Lessee shall, at Lessee's sole expense, repair any injury or damage to the premises resulting from such removal.

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Section 5.7: Personal Property. Upon expiration or earlier termination of this lease, personal property of Lessee that has not been removed from the premises, may be removed by Lessor in the manner provided for removal of improvements under Sections 5.5(d). In the alternative, at the sole discretion of Lessor, ownership of some or all of the remaining personal property may, at no cost to Lessor, revert to, and absolute title shall vest in, Lessor.

ARTICLE 6 – Encumbrances

Section 6.1: Lessee to Keep Premises Free of Liens. Lessee shall keep the demised premises and every part thereof and all improvements at any time located thereon free and clear of any and all mechanics, materialmen's and other liens arising out of or in connection with work or labor done, services performed, or repairs or additions which Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the premises, or any obligations of any kind incurred by Lessee. Lessee agrees, at all times promptly and fully, to pay and discharge any and all claims on which any such lien may or could be based. By this provision, the parties do not in any way recognize or acknowledge the authority or right of any person to impose any such lien.

Section 6.2: Contesting Liens. If Lessee desires to contest any such lien, Lessee shall notify Lessor of intention to do so within fifteen (15) days after the filing of such lien. In such case, and provided that Lessee shall on demand protect Lessor by a good and sufficient surety bond against any such liens and any cost, liability or damage arising out of such contest. Lessee shall not be in default hereunder until thirty (30) days after the final determination of the validity thereof, within which time Lessee shall satisfy and discharge such lien to the extent held valid; but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered thereon, and such delay shall be a default of Lessee hereunder.

Section 6.3: Encumbrance of Lessee's Leasehold Interest. Lessee may not encumber Lessee leasehold interest in the demised premises without the written consent of the Lessor, to be given at Lessor's sole discretion. Any encumbrance, or a foreclosure or other conveyance arising from an encumbrance, shall not relieve Lessee from its liability hereunder.

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ARTICLE 7 - Reservation of Rights

Section 7.1: Mineral Reservations. In accordance with Section 4.3 of this agreement, this lease grants to Lessee only the surface use of the demised premises. Accordingly, Lessee may make no use of, or explore for, any oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, fossils, stone, earth, gravel or sand, of every name, kind or description, which may be located under the surface, the same being saved and reserved exclusively to Lessor.

ARTICLE 8 – Eminent Domain

Section 8.1: Effect of Condemnation. If the whole or any part of the demised premises is taken by any authorized body vested with the power of eminent domain, the following provisions control:

Section 8.1.1: Taking of the Entire Premises. If the entire premises are taken by condemnation, the terms of this lease and all rights of Lessee will terminate at the time of the taking; i.e., at the time title finally vests in the governmental agency exercising the power of eminent domain. Lessor is entitled to all condemnation proceeds, except that Lessee shall be paid the portion of the proceeds attributable to the fair market value of the improvements placed on the condemned premises and owned by Lessee.

Section 8.1.2: Taking of Substantial Part of Premises. If the taking is of a substantial part of the premises, the following shall apply:

- (a) If the taking by condemnation reduces the ground area of the demised premises by at least 30% or materially affects the use being made by Lessee of the parcel, which shall be determined in Lessee's reasonable discretion, Lessee may elect to terminate the lease by written notice to Lessor not later than ninety (90) days after the date of taking.
- (b) If Lessee elects to terminate, the provisions in Section 8.1.1 shall govern the condemned portion of the demised premises and the terms of the lease govern disposal of the remainder of any improvements made by Lessee.
- (c) If Lessee elects not to terminate, this lease continues and Lessor is entitled to the full condemnation proceeds except the portion attributable to the fair market value of the improvements placed on the condemned portion of the premises and owned by Lessee. Rent for the balance of the lease will be adjusted by Lessor to reflect the taking.

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Section 8.1.3: Taking of Insubstantial Part of Premises. If the taking by condemnation reduces the ground area of the demised premises by less than 30% and Lessee reasonably determines that the taking is of such an insubstantial portion that Lessee's use of the demised premises is not materially affected, an election to terminate by Lessee is not allowed and the provisions of Section 8.1.2(c) will govern.

Section 8.2: Authority. By this Article, the parties do not in any way recognize or acknowledge the authority or right of any governmental entity to exercise a power of eminent domain over the demised premises or any interest created by this lease.

ARTICLE 9 – Assignment and Subletting

Section 9.1: Assignment. Lessee may not assign this lease, in whole or in part, or any interest therein, without the prior written approval of the Borough Assembly, said approval to be at the sole discretion of the Assembly.

(a) An approved assignee shall be subject to all the provisions of the lease and Lessee-assignor shall remain responsible for all Lessee responsibilities and obligations hereunder; however, the Assembly may, in its discretion, approve an assignment made solely as security for a loan, whereby the lender/assignee shall not be liable for the obligations of the Lessee unless and until the lender/assignee is or becomes in possession of the leased property.

(b) Lessor may accept rent from an assignee, but such collection of rent shall not be deemed a waiver of any term or condition of this lease, nor an acceptance of the assignee as Lessee.

(c) Assignment hereunder refers to any assignment, transfer, conveyance or disposal, in whole or in part, of a lease or leasehold interest. A sale or transfer of a controlling ownership interest in Lessee shall be deemed an assignment under this agreement.

Section 9.2: Subletting. Lessee may not sublease the demised premises, in whole or in part, without the prior written approval of the Borough Assembly, said approval to be at the sole discretion of the Assembly. A sublease shall be in writing and shall include all the terms and conditions of this original lease. Lessee shall continue to be liable hereunder in accordance with the terms and conditions of this lease. Lessor may collect rent from a sublessee, but such collection shall not be deemed a waiver of any term or condition of this lease nor an acceptance of the sublessee as Lessee.

ARTICLE 10 – Warranties

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Section 10.1: Title. Lessor covenants that Lessor is the owner of the demised premises.

Section 10.2: Authority of Agents. Each party to this agreement warrants that the individual signing this lease has written authority to enter into this agreement on behalf of the party to be bound.

ARTICLE 11 – Taxes

Section 11.1: Taxes. Lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, charges, and fees of every kind which may be levied, assessed or charged, or which may become a lien or charge on or against the demised premises, any improvement on the property, or the leasehold interest of Lessee.

Section 11.2: Contesting Taxes. If Lessee shall in good faith desire to contest the validity or amount of any tax, levy, assessment or other governmental charge or fee to be paid by Lessee under Section 11.1 hereof, Lessee shall be permitted to do so and to defer payment of such charge or fee, the validity or amount of which Lessee is so contesting, until final determination of the contest, after giving to Lessor written notice thereof prior to the commencement of any such contest, which shall be at least thirty (30) days prior to delinquency and on protection of Lessor on demand by a good and sufficient surety bond against any such charge or fee and from any costs, liabilities, or damages arising out of any such contest.

ARTICLE 12 – Insurance

Section 12.1: Insurance. Lessee shall, for any claims that may occur or be made during the term of this lease, at its own expense, keep in force by payment of premiums, the following-described insurance for protection against the claims of employees or other persons, insuring both Lessee and Lessor against any liability that may accrue against them or either of them arising from or in any way connected with the demised premises or the acts or omissions of Lessee, and its employees, officers, agents, and other representatives, under this lease:

- (a) Employer's liability insurance and workers' compensation insurance as required by state law, and any other federal or state insurance requirements regarding Lessee's operations;
- (b) Commercial general liability insurance, written on an occurrence form and not a claims-made form, insuring against injury, death and property damage, with a combined single claim limit of not less than \$2,000,000.00;

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(c) Commercial Automobile Liability Insurance, written on an occurrence form and not a claims-made form, with a limit of not less than \$2,000,000.00, if Lessee owns or leases any motorized vehicles in connection with its use of the demised premises;

(d) Vessel Hull and Machinery and Protection and Indemnity, including Pollution Liability in an amount satisfactory to Lessor; and

(e) Property insurance, insuring Lessee's property and improvements, in adequate amounts to insure the property's and improvement's full value.

Section 12.2: Insurance Certificate. The insurance shall be placed with an insurance carrier or carriers satisfactory to Lessor and shall not be subject to cancellation or any material change except after thirty (30) days written actual notice to Lessor. Lessor, and its officials, agents, representatives and employees, shall be an additional insured party on all policies held by the Lessee that provide coverage for liabilities connected with the use and occupancy of or operations by the Lessee on the demised premises, or otherwise related to this lease, and all insurers shall agree to waive all rights of subrogation against Lessor, and its officials, agents, representatives and employees, for any such liabilities. Certificates of insurance demonstrating proof of compliance with the provisions of this Article shall be provided to Lessor at the time of original issuance and upon renewal thereof.

Section 12.3: Primary policies; Maintenance of Coverage. All general liability and other casualty policies shall be written as primary policies; they shall not be contributing with, or in excess of, any insurance coverage that Lessor may otherwise carry. In order to maintain the same level of coverage that will exist at the commencement of this lease, the amounts and types of coverage called for herein shall be subject to review at the end of each calendar year, and, if appropriate, the insurance requirements shall be increased or extended at the request of Lessor to provide the amounts and types of coverage that are at least equal to the amounts and types of coverage then carried by prudent owners of similar property. The insurance required by this lease shall cover all claims arising from or in any way connected with the acts or omissions of Lessee under this lease, whether or not such claim is asserted during the term of this lease or the applicable insurance policy and even though judicial proceedings may not be commenced until after the expiration of this lease or the applicable insurance policy.

Section 12.4: Failure to Maintain. If Lessee fails to comply with these insurance requirements, Lessor may suspend Lessee's activities on the demised premises unless and until Lessee fully complies with these requirements, or may terminate

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this lease in accordance with Section 13 hereof, or may, but shall not have any obligation to, obtain and pay for such insurance and keep the same in force and effect, and Lessee shall pay Lessor on demand for the premium costs thereof.

Section 12.5: Notification of Claim or Potential Claim. In the event Lessee becomes aware of a claim or potential claim against Lessee relative to this lease, the Lessee shall immediately provide Lessor with written notification of such claim or potential claim, including all relevant documentation.

ARTICLE 13 – Default and Remedies; Termination by Mutual Agreement

Section 13.1: Default/Breach. Each of the following shall be deemed a default by Lessee and a breach of this lease:

- (a) Lessee shall fail to pay any installment of rent or perform any other obligation hereunder involving the payment of money on the date the same is due.
- (b) Lessee shall fail to comply with any term, provision, covenant or stipulation of this lease, or shall use the premises for an unlawful purpose or a purpose not permitted under Article 4 hereof.
- (c) Lessee shall desert or vacate or shall commence to desert or vacate the demised premises or any substantial portion thereof or shall remove or attempt to remove, without the prior written consent of Lessor, all or a substantial portion of Lessee's improvements on the demised premises.

Section 13.2: Default Remedies. If Lessee defaults in performance or observance of any of the lease terms, provisions, covenants or stipulations, or the terms of any ordinances of the Borough Code or other legal requirements, and the default continues for sixty (60) calendar days after service of written notice by Lessor without remedy of the default, Lessor shall take such action as is necessary to protect its rights and best interests, including the exercise of any and all rights after default permitted by this lease. No improvements may be removed by Lessee or any other person during any time Lessee is in default under this lease. If the default consists of a failure to obtain required insurance, or creates a health or safety concern, Lessor may immediately suspend Lessee's activities and operations on the demised premises.

Section 13.3: Rights upon Default after Notice. After notice has been given and the default remains uncorrected for a period of sixty (60) days or more, Lessor, in addition to any rights and remedies that Lessor may otherwise be given by statute,

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common law or otherwise, may, without limitation, take one or more of the following actions:

- (a) Reenter the demised premises and take possession of and remove any or all persons and property from the same, without liability for any damage or injury therefore, either by summary proceedings, suitable action at law, or other legal means, provided that any entry or reentry, possession, repossession or dispossession by Lessor, whether taken by summary proceedings or otherwise, shall not be deemed to absolve, relieve, release, or discharge Lessee, either in whole or in part, for monetary liability under this lease.
- (b) Declare the lease terminated and the term ended. The receipt by Lessor of any rent or other sum of money after lease termination shall not reinstate, continue or extend the lease.
- (c) Re-let the demised premises in whole or in part for any period equal to or greater or less than the remainder of the original term of this lease, for any sum which may be reasonable.
- (d) Collect any and all rents due or to become due from sublessees or other occupants of the demised premises.
- (e) Recover from Lessee any or all of the following items of damage or forms of relief:
 - (1) Actual attorney fees and other expenses reasonably incurred by reason of the breach or default by Lessee.
 - (2) The cost of performing any term, provision, covenant, or stipulation on the Lessee's part to be performed.
 - (3) Interest at the maximum allowable rate on all amounts owing to Lessor from the date due until payment in full.
 - (4) An amount equal to all rents due for the next five (5) years, or the remainder of the term, whichever is less, without reduction for anything other than the amount in fact received on re-leasing of the demised premises.

Section 13.4: Remedies Cumulative. The remedies of Lessor hereunder shall be deemed cumulative and not exclusive of each other. All obligations of the Lessee set forth in this lease survive termination of this lease due to default of Lessee.

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Section 13.5: Termination by Mutual Agreement. A lease in good standing may be terminated in whole or in part, at any time, upon mutual written agreement by the parties.

ARTICLE 14 – Redelivery of Premises, Reentry, and Holding Over

Section 14.1: Redelivery of Premises. Lessee shall, at the expiration or earlier termination of this lease, peaceably and quietly quit and surrender to Lessor the demised premises in as good a state and condition as the premises were at the commencement of the term, excepting normal wear and tear and approved improvements.

Section 14.2: Reentry by Lessor. Upon expiration or earlier termination, or in the event that the demised premises, or any part thereof, are abandoned by Lessee for a period of one (1) year or longer, Lessor may re-enter and resume possession of said premises or such part thereof, and remove all persons and property therefrom, either by summary proceedings, a suitable action or proceeding at law or other legal means, without being liable for any damages or injury therefore. No reentry by Lessor shall be deemed an acceptance of a surrender of lease.

Section 14.3: Holding Over. Upon failure of Lessee to surrender possession of the demised premises at the expiration or earlier termination of this lease, and during any period of holding over, Lessee shall be responsible for payment for the annual rental payment calculated on a monthly pro rata basis. Lessee shall acquire no rights to, or interest in, the demised premises by holding-over after expiration or earlier termination of this lease and shall be subject to legal action by Lessor to require the surrender of the demised premises; all terms of this Agreement shall otherwise apply during the hold-over period. The receipt by Lessor of any rent or any other sum of money after the expiration or earlier termination of the lease, including after the giving by Lessor of any notice hereunder to effect surrender of the premises, shall not reinstate, continue or extend the lease, or in any manner impair the efficacy of, any such notice or termination as may have been given hereunder by Lessor to Lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing by Lessor.

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ARTICLE 15 - Environmental Compliance

Section 15.1: Environmental Laws. Lessee shall, at Lessee's own expense, comply with all existing and hereafter enacted environmental responsibility laws ("Environmental Laws") and make all submissions to, provide all information to, and comply with all requirements of, the appropriate governmental authority (the "Authority") under the Environmental Laws. At no expense to Lessor, the Lessee shall promptly provide all information, and sign any documents, requested and required by Lessor to determine the applicability of the Environmental Laws to the demised premises.

Section 15.2: Remedial Plans and Action. Should the Authority require that a remedial action plan be prepared and that remedial action be undertaken because of the presence of, or any disposal, release, spill, or discharge or threatened disposal, release, spill, or discharge of or contamination by, hazardous materials at the demised premises that occurs or is discovered during the term of this lease or arises out of or in connection with Lessee's use or occupancy of the demised premises, then Lessee shall, at the sole expense of Lessee, prepare and submit the required plans, to be completed by Lessee upon approval.

Section 15.3: Indemnification. Lessee shall indemnify, defend, and hold harmless Lessor from all fines, penalties, suits, judgments, procedures, claims, demands, liabilities, settlements, and actions of any kind arising out of or in any way connected with the presence of or any disposal, release, spill, or discharge or any threatened disposal, release, spill, or discharge of, or contamination by, hazardous materials at the demised premises that occurs or is discovered during the term of the lease and that arises out of or in connection with Lessee's use or occupancy of the demised premises; and from all fines, penalties, suits, judgments, procedures, claims, demands, liabilities, settlements, and actions of any kind arising out of Lessee's failure to provide all information, make all submissions, and take all steps required by the Authority under the Environmental Laws or any other law concerning any disposal, release, spill, discharge, or contamination that occurs or is discovered during the term of this lease and that arises out of or in connection with Lessee's use or occupancy of the demised premises.

Section 15.4: No Discharge or Disposal. Lessee agrees to not discharge or dispose of, or suffer the discharge or disposal of, any petroleum products, gasoline, hazardous chemicals, or hazardous materials into the atmosphere, ground, wastewater disposal system, sewer system, or any body of water.

Section 15.5: Intentionally Omitted.

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Section 15.6: Definition. As used in this lease, the term “hazardous materials” means any hazardous or toxic substance, material, or waste that is or becomes regulated by any municipal governmental authority, the State of Alaska, or the United States government.

Section 15.7: Survival of Obligations. The obligations and provisions of this section shall survive the expiration or earlier termination of this lease.

ARTICLE 16 – General Provisions

Section 16.1: Disclaimer. Lessor's consent to Lessee's use of the demised premises shall not be construed as approving or endorsing the use of the demised premises for the purposes proposed by Lessee and Lessor disclaims any such express or implied approval or endorsement.

Section 16.2: Notices. Any notice or demand, which under the terms of this lease or under any statute or Borough Code provision must be given or made by the parties hereto, shall be in writing and shall be given or made by certified mail, return receipt requested, addressed to the other party at the address of record, designated as follows:

(a) Lessor:

Petersburg Borough
Attention: Manager
P. O. Box 329
Petersburg, Alaska 99833

(b) Lessee:

American Cruise Lines, Inc.
Attention: Eric Dussault, Director of Port Development &
Construction
741 Boston Post Road
Guilford, Connecticut 06437
Eric.dussault@americancruiselines.com

Either party may designate, by giving written notice hereunder, an alternative address to which such notice or demand shall thereafter be given. Any notice given under this provision shall be deemed delivered ten (10) days after same is deposited into an appropriate receptacle of the United States Postal Service.

Section 16.3: Inspection and Condition of Premises. Lessor makes no representations or express or implied warranties regarding the demised premises.

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Lessee acknowledges that it has been given unlimited opportunity to inspect the demised premises and accepts said premises "as is, where is", in its present condition. Lessor assumes no liability whatsoever regarding the condition, quality, profitability, or fitness for a particular use of the demised premises, including without limitation the environmental and physical aspects of the demised premises (including the seabed conditions or natural or artificial hazards that may exist), and any applicable statutory or other warranty is expressly disclaimed by Lessor and waived by Lessee. Lessee represents that Lessee has inspected the demised premises and any improvements located thereon, or has voluntarily declined to do so, and has adequately determined that same is suitable for the use intended, and accepts all risks, obvious or hidden, arising from possession, occupation and use.

Section 16.4: Non-Waiver. No failure on the part of Lessor to enforce any covenant or provision herein contained, nor any waiver of any right hereunder by Lessor, unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions or affect the right of Lessor to enforce the same in the event of any subsequent breach or default. The receipt of rent by Lessor with knowledge of any breach of the lease by Lessee or any default on the part of Lessee in observance or performance of any of the conditions or covenants of this lease shall not be deemed to be a waiver of any provision of this lease.

Section 16.5: Responsibility/Indemnification. Lessee agrees to assume full control and responsibility for all activities and operations on the demised premises or otherwise connected with this lease. Lessee shall indemnify, defend, and hold harmless Lessor, and its officials, agents, representatives, and employees, from and against the following:

- (a) any and all losses, damages, liabilities, expenses, claims and demands of whatsoever kind or character, direct or indirect, including attorney fees and costs, arising out of or connected with this lease or Lessee's use or occupancy of the demised premises, or Lessee's operations, activities and improvements thereon;
- (b) any fire or accident on the demised premises;
- (c) any nuisance made or suffered on the demised premises; and
- (d) any failure of the Lessee to keep the demised premises in a safe and lawful condition, consistent with all applicable laws, regulations, ordinances, statutes, and orders.

Section 16.6: Integration. This lease sets forth all the covenants, terms, conditions and understandings between the parties hereto, and there shall be no covenants,

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terms, conditions or understandings, either oral or written, between them other than as herein set forth.

Section 16.7: Amendments or Modifications. This lease may not be amended or modified orally or in any manner other than by an agreement in writing signed by both parties or their successors in interest.

Section 16.8: Recording of Lease. Lessor shall record this lease at Lessee's expense as soon as possible after its execution by the parties.

Section 16.9: Attorney Fees. If Lessor institutes any action to recover any payment due under this lease, or on account of any default under this lease, or to recover possession of the demised premises, Lessor shall be entitled to recover its actual attorney fees and all costs and expenses reasonably incurred by it in connection with such action and on any appeal therefrom.

Section 16.10: Severability of Terms. The invalidity or unenforceability of any provision(s) of this lease shall not affect or impair any other provisions.

Section 16.11: Binding Effect. The terms, provisions and covenants contained in this lease shall apply to, inure to the benefit of, and bind the parties and their respective successors, except as otherwise herein expressly provided.

Section 16.12: Effect of Headings. The captions, section headings and numbers, and article headings and numbers in this lease are inserted only as a matter of convenience and in no way define, limit or describe the scope or intent of the sections or articles of this lease.

Section 16.13: Governing Law/Jurisdiction. This lease shall be governed by, construed, and enforced in accordance with the laws of the State of Alaska. The parties consent to the jurisdiction of the courts of the State of Alaska located in Petersburg, Alaska.

Section 16.14: Interpretation. Both parties have had the full and complete opportunity to seek the advice and assistance of counsel in connection with the execution of this lease. No rule favoring the interpretation of a written document urged by the non-drafting party shall apply in the event a dispute arises hereunder.

Section 16.15: Counterparts. This lease may be executed in counterparts and such counterparts exchanged by facsimile or email transmission. Each such counterpart shall be deemed an original but all counterparts shall constitute one and the same agreement.

