

**FIRST AMENDMENT TO LEASE AGREEMENT  
WHITTIER HARBOR BUSINESS AREA**

This First Amendment to Lease (“First Amendment”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Whittier, an Alaska municipal corporation (“Lessor” or “City of Whittier”), whose mailing address is P.O. Box 608, Whittier, Alaska 99693, and MiKelly Whittier Enterprises, Inc. f/k/a Lazy Otter Charters, Inc. (Alaska Entity #53694D) (“Lessee”), whose mailing address is P.O. Box 110562, Anchorage, Alaska 99511.

WHEREAS, pursuant to Lease Agreement dated April 1, 1995 (the “Lease”), which was assigned to Lessee by Ron Major on or about November 6, 2004, Lessor currently leases to Lessee certain real property (the “Leased Premises”) situated in the Whittier Harbor Business Area in Whittier, Alaska and legally described as follows:

Lots 3 and 4 containing approximately 2,100 square feet within “Area A” according to the Whittier Small Boat Harbor and Vicinity Lease Map, filed as Plat 88-64, located in the Anchorage Recording District, Third Judicial District, State of Alaska.

WHEREAS, the term of the Lease expires on March 31, 2026, and the parties have agreed to a six (6) month extension of the Lease term.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, Lessor and Lessee agree as follows:

1. Lease Term Extension: Lessor leases to Lessee and Lessee leases from Lessor the Leased Premises, for a period of six (6) months commencing April 1, 2026 and terminating September 30, 2026. This period is hereafter referred to as the “Extension Term.” During the Extension Term, all terms and conditions of the Lease shall be applicable and shall control, except to the extent such terms and conditions are expressly changed by this First Amendment. All references to the “Lease” or “lease” in the Lease shall be understood to mean the Lease as extended and modified by this First Amendment. The monthly rent for the Extension Term shall be as set forth in paragraph 2 below.
  
2. Rent: During the Extension Term Lessee shall pay Lessor monthly rent for the Leased Premises as follows:

| <u>Term</u>          | <u>Monthly</u> |
|----------------------|----------------|
| 4/1/2026 - 9/30/2026 | \$302.40       |

All rent shall be paid by Lessee to Lessor in advance of the first day of each calendar month without deduction or offset and without prior notice or demand.

3. Lease in Effect. Except as amended hereby, the Lease remains unchanged, is hereby ratified, confirmed and declared to be of full force and effect. All capitalized terms not defined in this First Amendment shall have the same meaning given to them in the Lease.
4. Counterparts. This First Amendment, for the convenience of the parties, may be executed in multiple counterparts, all of which are identical and either one of which is deemed to be complete in itself, and may be introduced in evidence or used for any other purpose without the production of other counterparts. Electronic and facsimile signatures shall be deemed original signatures for all purposes.
5. Governing Law. This First Amendment shall be governed and interpreted in accordance with the laws of the State of Alaska.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Amendment Date set forth above.

LESSOR:  
CITY OF WHITTIER

DATED: \_\_\_\_\_

\_\_\_\_\_  
By: Jackie C. Wilde  
Its: City Manager

LESSEE:  
MIKELLY WHITTIER  
ENTERPRISES, INC  
FKA LAZY OTTER CHARTERS, INC.

DATED: \_\_\_\_\_

\_\_\_\_\_  
By: Mike Bender  
Its: President

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Jackie C. Wilde, known to me to be the City Manager of the City of Whittier, and acknowledged that she executed the foregoing document on behalf of the City of Whittier, Alaska pursuant to the authority of the City Council.

IN WITNESS WHEREOF, my hand and official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_ in the 20\_\_\_\_, before me, a Notary Public in and for the State of Alaska, personally

appeared Mike Bender, known to me to be the President of Lazy Otter Charters, Inc., an Alaska corporation, and acknowledged that he executed the foregoing instrument on behalf of the corporation, with authority of the corporation for the uses therein contained.

IN WITNESS WHEREOF, my hand and official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

DRAFT