

## LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into as of \_\_\_\_\_, 201\_\_ (the "Effective Date"), by and between **NEWKSET LLC** ("Lessor"), an Alaska limited liability company, and **Mark Helmericks** ("Lessee"). Lessor and Lessee are referred to herein individually as "Party" and collectively, as "Parties."

**WHEREAS**, Lessee and his four siblings are the five primary beneficiaries ("Primary Beneficiaries") of The 2012 Restated Helmericks Family Trust ("Trust"), of which Peak Trust Company-AK ("Peak") is the sole trustee;

**WHEREAS**, the Primary Beneficiaries participated in a mediation in December 2016 and reached a Mediated Settlement ("Mediated Settlement") on December 14, 2016, which was put on the record by the Mediator on that date via audio recordings and were subsequently transcribed;

**WHEREAS**, Lessor owns fee simple title to real property located in the Colville River Delta area of Alaska, as described below;

**WHEREAS**, Lessor's current sole member is the Trust, but under the terms of the Mediated Settlement James Helmericks will be the sole member at the time this Lease commences; and

**WHEREAS**, under other terms of the Mediated Settlement, Lessor is to lease to Lessee a family homestead house and a portion of the real property described below, under such terms as were either agreed to in the Mediated Settlement or as have been otherwise mutually agreed to by the Parties.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. Leased Premises.

- a. Lessor owns the following real property (the "Property"):

The land embraced by Lots 1, 2, 3, and 4 of the U.S. Survey No. 4326, Alaska; Records of the Barrow Recording District, Second Judicial District, State of Alaska;

EXCEPTING THEREFROM that portion conveyed to James W. Helmericks by Statutory Warranty Deed recorded October 4, 1991 in Book 61, Page 357, more particularly described as follows:

Beginning at meander corner no. 1 of said survey, proceed thence N. 11°23' W. a distance of 3,373.92 ft. to corner no. 2 thereof; thence N. 67°45' E. along the line to corner no. 3, a distance of 849.00 ft. to a point;

thence S. 18°04' E. a distance of 2,295.90 ft. to a point; thence S. 64°07' E. a distance of 725 ft. more or less to the ordinary high water line of the left bank of the Colville River; thence Southwesterly along said meander line a distance of 1875 ft. more or less to the point of beginning.

- b. Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the following improvement and portion of the Property:

The original Helmericks homestead house, and a two (2) acre square parcel surrounding the Helmericks homestead house, as depicted in the attached Exhibit A (the "Leased Premises"). The Helmericks homestead house is being leased in its current, furnished state. The Leased Premises specifically excludes the following buildings: meat house and fiberglass warehouse/storage building, both of which are noted on Exhibit A.

- c. The corners of the two-acre parcel, which is part of the Leased Premises, are established by the GPS coordinates noted on Exhibit A.
- d. If Lessor ever desires to fence the Leased Premises, Lessor agrees to include access gates where the Access Corridors intersect the Leased Premises' perimeter.

## **2. Term.**

This Lease will commence on the first day of the month after the following two events occur: the parties finalized and executed a settlement agreement and Peak transfers to James Helmericks the Trust's membership interest in Newkset LLC (the "Commencement Date"). The Lease will continue for twenty (20) years thereafter (the "Term"). The Lease will automatically terminate at the end of the 240<sup>th</sup> month in which this Lease is in effect.

## **3. Rent.**

- a. During the Lease Term Lessee will pay monthly rent to Lessor ("Rent") as follows:

<b><u>Month in Lease Term</u></b>	<b><u>Monthly Rent Owed to Lessor</u></b>
Month 1 – Month 60:	\$250.00
Month 61- Month 120:	\$262.50
Month 121- Month 180:	\$275.63
Month 181 – Month 240:	\$289.41

- b. Rent must be paid to Lessor in lawful money of the United States without abatement, deduction, or set-off for any reason whatsoever, at the address set forth in Section 13. Rent is due and payable in advance, on the first day of each month during the Lease Term. Rent must be paid promptly when due without notice or demand. The Parties

intend the Rent to be absolutely net to Lessor.

- c. In the event any Rent, or other amount due under this Lease, is not received by Lessor when due, a late fee of \$25 will be assessed. Additionally the total amount outstanding (including the \$25 late fee) will accrue interest at an annual rate of eight percent (8%) (beginning on the day after the Rent or other payment was due) until the full amount of Rent, late fee, or other payment is received by Lessor. The Parties agree the late fee and interests are not a penalty, but rather represent a fair and reasonable estimate of the costs and damages Lessor will incur due to the late payment, the exact amount of which are difficult and impractical to ascertain.
- d. If Lessee vacates the Leased Premises before the Term ends, Lessee will be liable for the balance of the Rent due for the remainder of the Term.

#### **4. Use and Acceptance of Leased Premises.**

- a. Lessee can only use the Leased Premises for the following purposes: (i) private, residential purposes; (ii) temporary housing (meaning less than 4 months) for up to four (4) construction workers, but only when the workers are actively engaged in Lessor approved work on the original Helmericks homestead house; or (iii) housing for up to two caretakers and their minor children who are on the Leased Premises for the sole purpose of managing or preserving the Leased Premises.
- b. In no event can Lessee use the Leased Premises: (i) for any commercial uses or in any commercial manner; (ii) in violation of any law, ordinance, code, order, rule, or regulation of the United States, the State of Alaska, or any political subdivision thereof or any local public or quasi-public authority, agency, department, commission, board, bureau, or instrumentality of any of them having jurisdiction over the Leased Premises, inclusive of any laws pertaining to the use or discharge of Hazardous Substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq* or any other Environmental Law, including, but not limited to, Alaska Statutes Title 46, Chapters .03, .08, and .09, as now or at any time hereafter in effect and amended; (iii) in violation of any covenants and restrictions affecting the Leased Premises; (iv) so as to cause or permit any waste, damage, or injury to the Leased Premises; or (v) for any unlawful, noxious, or offensive purpose or in a manner as to constitute a nuisance. Lessee is solely responsible for ensuring the Leased Premises adhere and comply with all federal, state, local, and other laws, rules, and regulations, including, but not limited to, those regarding Hazardous Substances.
- c. Lessee is responsible for safe storage and removal of all waste, including human waste, generated on the Leased Premises. Lessee will use appropriate enclosures or containers to protect waste dispersal by wind or flood. Human waste must be stored in hazardous-waste or other spill-proof containers and cannot be disposed of on the Leased Premises or Property. Alternatively Lessee can dispose of human waste with an incinerating toilet or other technology that ensures zero human waste is disposed of on the Leased Premises,

Property, or in any surface or ground water. All materials and supplies must be secured to avoid transport by wind or water. All food must be stored in a manner that avoids attracting animals. Lessee will be liable for all cleanup costs, at a rate of \$45 per hour or such other rate Lessor (in its sole discretion) deems appropriate, for any waste, trash, materials, or other items from the Leased Premises found on the Property or any adjacent property.

- d. Upon timely payment by Lessee of all Rent and other payments required to be paid by Lessee under this Lease, and upon full and faithful observance and performance by Lessee of all its covenants contained in this Lease, and so long as such observance and performance continues, Lessee will, beginning on the Commencement Date, peaceably hold and enjoy the Leased Premises during the Lease Term.
- e. Lessee accepts the Leased Premises in their present condition and "AS IS, WITH ALL FAULTS." Lessee acknowledges the Leased Premises may contain lead paint and mold. Lessor makes no warranties, expressed or implied, concerning the title or condition of the Leased Premises, including any survey, access, utility availability, or suitability for use, including those uses authorized by this Lease.
- f. All pets will be restrained on a leash, tethered line, or a physical or electronic fence, which prohibits all pets from roaming free at all times, including the winter. Pets must be contained within the Leased Premises at all times and cannot enter the Property at any time, unless being transferred to or from an aircraft or boat at which time the pets are required to be on a leash and stay within the Access Corridors.
- g. Lessee has no obligation to notify or inform Lessor when he will be absent from the Leased Premises, except Lessee will notify Lessor for absences longer than 30 days. Lessee will not be deemed, under any provision of Alaska law, to have abandoned the Leased Premises due to any absence therefrom, regardless of the duration of the length of absence.

## **5. Lessee's Access Rights.**

- a. Lessor grants Lessee, his contractors, agents, representatives, employees, guests, and invitees (the "Lessee Parties") a non-exclusive, 10-foot wide access corridors to the lake; the dirt, unmaintained runway; and the boat parking area ("Access Corridors") in the locations depicted on Exhibit A and subject to the limits imposed by this Lease. Lessee and Lessee Parties cannot enter any building, improvement, or structure located on the Property or along the Access Corridors while using the Access Corridors and cannot access any other area on the Property or use the Property except for the Access Corridors. Lessee and Lessee Parties cannot stray from the Access Corridors.
- b. Only foot traffic is permitted on the Access Corridors, except Lessee and Lessee Parties can:

- i. use snow machines on both Access Corridors when both of the following conditions are present: after freeze-up and when there is at least 2 inches of snow on the ground;
  - ii. use four-wheelers on the Boat Access Corridor only when the use of a four-wheeler will not damage, in any manner, the unmaintained runway;
  - iii. Lessee can use trucks on the Boat Access Corridor when both of the following conditions are present: after the ground is sufficiently frozen so travel does not harm the tundra and during the time period when the State of Alaska, Department of Natural Resource opens the Western Coastal area to winter off-road tundra travel (see <http://dnr.alaska.gov/mlw/tundratravel>)
- c. Lessee can use the Winter Access Corridor to haul supplies to the Lease Premises by tracked vehicle, but only during the period the when the State of Alaska, Department of Natural Resource opens the Western Coastal area to winter off-road tundra travel (see <http://dnr.alaska.gov/mlw/tundratravel>). Lessee is liable for repairing, which includes reseedling, any tundra damage caused by his or the Lessee Parties' use of the Winter Access Corridor. The Winter Access Corridor is depicted on Exhibit A; generally it parallels the Boat Access Corridor, but includes an additional 10-feet to the north on the portion of the Boat Access Corridor that runs east-west and includes an additional 10-feet to the east on the portion of the Boat Access Corridor that runs north-south.
- d. Subject to restrictions from June 1 through August 20, Lessee may use a helicopter to access the Leased Premises (including landing on the Leased Premises), as long as the helicopter use does not interfere with Lessor's quiet enjoyment of the Property or James Helmericks's quiet enjoyment of his property. Annually from June 1 through August 20 all helicopter flights must stay at least 500 feet above the Property when north of the Property's unmaintained runway. Additionally annually from June 1 through August 20 helicopters may only land on the Leased Premises in the area between the buildings and the unmaintained runway or at the Plane Parking area designated on Exhibit A, if the landings do not interfere with use of the unmaintained runway.
- e. Lessee can park floatplanes at the Floatplane Parking area designated on Exhibit A. Lessee may use the dirt, unmaintained runway only for private, non-commercial purposes; agrees to park aircrafts at the designated parking area by the Playhouse depicted on Exhibit A; and will not block others from using the unmaintained runway. Lessor agrees not to block or otherwise obstruct the unmaintained runway so as to inhibit its use. Lessee may use the Boat Landing depicted on Exhibit A and will not block others from using the Boat Landing. Lessee may only use the Boat Landing, unmaintained runway, and Floatplane Parking for private, residential purposes—all commercial use of any type is strictly prohibited. Lessee's use of a commercial flight or aircraft to access the Leased Premises will not be considered a commercial purpose and Lessee assumes all responsibility and liability for his use of the unmaintained runway with a commercial flight or aircraft. Lessee must provide reasonable advanced notice to Lessor before any

person or entity besides Lessee may use the unmaintained runway, Floatplane Parking, or Boat Landing, or any other part of the Property.

- f. Lessee can obtain water for the Leased Premises from the terminus of the Floatplane Access Corridor, as long as the use does not interfere with floatplane parking. Lessee can install one water line up to 2-inches in diameter (outside diameter) within the Floatplane Access Corridor to obtain water from the lake. The water line cannot interfere with Lessor's use of the Property or its improvements.
- g. Lessee has no obligation to affirmatively improve or maintain the Access Corridors, unless Lessee uses the Access Corridors or to the extent Lessee desires to make improvements thereto. If Lessee makes any improvements to the Access Corridors, any improvements will be at Lessee's sole expense. If Lessee uses the Access Corridors, Lessee cannot damage the Access Corridors and must maintain all Access Corridors in as good of a condition, order, and repair as found on the Effective Date and cannot permit any waste or damage to the Access Corridors. Lessee will not occupy the Access Corridors or leave any items in the Access Corridors, except for one water line as permitted under Section 5f.
- h. Lessor has no obligation to maintain or repair the Access Corridors, unmaintained runway, Floatplane Parking area, Boat Landing area, or any other part of the Property in any usable condition. Lessee and Lessee's Parties explicitly assume all risks and liabilities when using (pursuant to this Lease) the Access Corridors, unmaintained runway, Floatplane Parking area, Boat Landing area, or any other part of the Property.

## **6. Lessor Access.**

Lessor and its contractors, agents, representatives, employees, guests, and invitees retain the right to enter the Leased Premises twice annually on \_\_\_\_\_ and \_\_\_\_\_ (unless otherwise agreed to by the parties in writing) to inspect the Leased Premises' use and condition; to determine whether Lessee is complying with its obligations under this Lease; to perform any necessary maintenance, restoration, or other improvements to the Leased Premises that Lessor has the right or obligation to perform; to serve, post, or keep posted any notices required or allowed under this Lease; and to perform any act necessary for the safety or preservation of the Leased Premises. In the event of an emergency or perceived emergency notice is not required before Lessor accesses the Leased Premises.

## **7. Maintenance and Alteration of the Leased Premises.**

- a. Lessee is solely responsible (including all costs and expenses) for all maintenance and repairs to the Leased Premises. Lessee may make improvements to the interior of the homestead house, including installing new carpet, interior paint, and repairing the interior, as long as the improvements do not change the structure or stability of the house. Lessee cannot construct—without first obtaining Lessor's written permission—any new

improvements, structures, or fixtures on the Leased Premises or the Property, including but not limited to any improvements, structures, and fixtures necessary to provide utilities (electricity, heat, water, gray water system, telecommunications, etc.) to the Leased Premises. Additionally Lessee cannot remove or replace any of the structures on the Leased Premises without first obtaining Lessor's written permission. Lessee cannot change the footprint or height of any existing structure on the Leased Premises, including the Helmericks homestead house, without first obtaining Lessor's written permission. Lessee cannot change the homestead house paint scheme without first obtaining Lessor's written permission. Lessor, in its sole discretion and for any or no reason, may deny granting its written permission to Lessee for any action requiring Lessor's permission under this Lease.

- b. Lessor has no obligation to maintain or repair any portion of the Leased Premises or the improvements, structures, and fixtures thereon.
- c. Any improvement, repair, or alteration made by Lessee to the Leased Premises will remain a part of the Leased Premises at the end of Lease Term and will automatically become Lessor's property when the Lease terminates, with no compensation owed to Lessee for the improvements, repairs, and alterations.
- d. Lessee must provide Lessor with an opportunity to retain—at no cost—any appliance, fixture, or equipment Lessee removes from the Leased Premises before it is disposed of. If Lessor does not want the item, Lessee is responsible for its disposal in accordance with the terms of this Lease.
- e. Lessee can only release gray water in the gray water drainage ditch that parallels the unmaintained runway Access Corridor and runs along the north side of the unmaintained runway as depicted on Exhibit A.

## **8. Liens.**

Lessee will not permit any mechanics', laborers', or materialmen's liens to stand against the Leased Premises for any labor or materials furnished to Lessee or claimed to have been furnished to Lessee or Lessee's agents, contractors, or sublessees in connection with work of any character performed or claimed to have been performed by or at the direction of Lessee. Lessee agrees to indemnify, hold harmless, and defend Lessor from these liens.

## **9. Assignment and Subletting.**

Lessee is prohibited from letting or subletting the whole or any portion of the Leased Premises or assigning this Lease or any part of it without Lessor's prior written consent, which can be withheld for any or no reason in Lessor's sole discretion. This Lease is not assignable by operation of law. If Lessor gives consent once to the assignment or sublet of this Lease or any interest therein, Lessor is not barred from afterwards refusing to consent to any further assignment or sublet. Lessee will pay Lessor's reasonable costs, including attorney's fees, for Lessor to review an assignment or subletting request from Lessee.

## **10. Surrender of Leased Premises.**

Upon the expiration of this Lease, Lessee must quit and surrender the Leased Premises in a clean and good condition, ordinary wear and tear excepted, and Lessee shall remove all of his property including, but not limited to, all personal property, equipment, and supplies. Any personal property, equipment, or supplies that are required to be removed, but are not, will be considered abandoned by Lessee and may be retained or disposed of by Lessor, as it desires. Lessee will remain responsible for the cost of restoring the Leased Premises, as well as all removal and disposal costs.

## **11. Waiver of Liability, Indemnification.**

- a. Lessee hereby waives any claim of liability against Lessor and James Helmericks arising from Lessee's, Lessee Parties', and the Acting Parties' use of the Leased Premises, Access Corridors, Boat Landing, Floatplane parking, unmaintained runway, the Property, or any improvements within those area.
- b. Lessee agrees to save, protect, hold harmless, indemnify, and defend Lessor, James Helmericks, and Lessor's officers, managers, employees, agents, and members, of, from, and against any and all liability, damages, demands, penalties, fines, causes of action, losses, and costs or expenses, including attorneys' fees, arising from any act, omission, or negligence of Lessee or the officers, contractors, subcontractors, licensees, agents, servants, employees, guests, invitees, visitors, customers, or trespassers of Lessee (collectively "Acting Parties") in or about the Property, Leased Premises, and improvements located thereon, or arising from any accident, injury, or damages however and by whomever caused, to any person or property, including, but not limited to, damage to the Property, Leased Premises, improvements thereon, or injury to or death of persons, occurring in or about the Property, Leased Premises, or improvements located thereon, or in any manner arising out of Lessee's use and occupation of the Leased Premises, Property, or improvements thereon, or as a result of the condition of the Leased Premises, Property, or improvements thereon. Lessee must also assume all insurable risks and bear any loss or injury to property or persons occasioned by Lessee's, Lessee Parties', or Acting Parties' neglect or accident during the tenure of this Lease.
- c. Without limiting the duty to indemnify as provided in Section 11a and b, Lessee must save, protect, defend, indemnify, and hold harmless Lessor from and against any and all demands, claims, causes of action (whether in the nature of an action for damages, indemnity, contribution, government cost recovery, or otherwise), lawsuits, settlements, actions, damages, fines, penalties, judgments, costs, and expenses (including, without limitation, costs of defense, settlement, and reasonable attorneys' fees), charges, forfeitures, liens, liabilities, or losses of any nature and kind whatsoever that arise during or after the Lease Term from or in connection with Lessee's, Lessee's Parties, or the Acting Parties' acts or omissions with respect to the presence or suspected presence of Hazardous Substances in the soil, groundwater, or otherwise on, above, or in the Leased Premises or Property, or otherwise generated from the Leased Premises, or operations or



activities thereon, or from any alleged or actual violation of an Environmental Law. This indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work.

- d. All of the indemnification, defense, and hold harmless obligations in Section 11 survive the expiration or early termination of this Lease.

## **12. Taxes.**

- a. Should a tax on property and improvements be adopted during the Lease Term, Lessee agrees to pay Lessor, Lessee's proportionate share of the tax imposed on real property and improvements. Lessee's proportionate share of tax imposed on real property is 2.5% (as Lessee is leasing 2 acres out of 80 acres). Lessee's proportionate share of tax imposed on improvements is 80%, except if Lessee constructs any additional structures or makes improvements to the Helmericks homestead house (with Lessor consent and in accordance with the Lease terms) Lessee's proportionate share of tax imposed on improvements will be 100%. Lessee agrees to pay his proportionate share of property and improvement taxes promptly within thirty (30) days after evidence of the payment of the taxes has been submitted to Lessee.
- b. Lessee will pay, before delinquent, all taxes assessed against and levied upon trade fixtures, furnishings, equipment, and all other personal property of Lessee contained in the Leased Premises or elsewhere on the Property.
- c. Lessee covenants and agrees to pay—monthly along with its Rent—any sales, use, gross receipts, or business revenues tax that may in the future be imposed by any public authority upon the Rent payable to Lessor hereunder.

## **13. Notices.**

Any notice, communication, or demand required or permitted hereunder must be in writing and deemed delivered 7 days after deposit in the United States mail, by certified or registered mail, postage prepaid, return receipt requested, addressed to the Party to receive the notice at the address shown below or such other address as the Party may, by written notice, hereafter furnish to the other Party:

<b>Lessor:</b>	James Helmericks Manager, Newkset LLC PO Box 340109 Prudhoe Bay, AK 99734
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With mandatory copy to:	Aaron Helmericks Manager, Newkset LLC 6161 E. New Horizon Cir. Wasilla, AK 99654
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**Lessee:** Mark Helmericks  
c/o Holland & Knight LLP  
429 L Street, Suite 400  
Anchorage, AK 99501

The parties may, from time to time, designate a different address to receive notices. Any designation will be in writing and served on the other Party in accordance with the terms of this Section 13.

#### **14. Default and Remedies.**

- a. An occurrence of any of the following, at any time during the Lease Term, constitutes a default by Lessee: Lessee fails to pay any installment of Rent or any other sum to be paid by Lessee within ten (10) days after the payment is due; Lessee fails to surrender the Leased Premises on the date the Lease terminates; or Lessee fails to observe or perform any of its other covenants, agreements, or obligations, and within thirty (30) days after Lessor provided Lessee written notice specifying the failure or failures, Lessee has not commenced and diligently pursued correcting the default.
- b. In the event Lessee is in default as defined in Section 14a, Lessor, in addition to other rights and remedies Lessor has at law or in equity, may do one or more of the following: distrain for Rent or any other sum due any of Lessee's personal property that comes into Lessor's possession; re-enter the Leased Premises and take possession of it; declare this Lease immediately terminated; recover, whether this Lease is terminated or not, reasonable attorneys' fees and all other expenses incurred by Lessor by reason of Lessee's default; recover an amount, to be due immediately upon default, equal to the sum of all payments for which Lessee is obligated under the Lease, including all Rent due during the remaining of the Term, even if the Lease is terminated.
- c. No delay or omission in the exercise of any right or remedy by a Party on any default by the other party will impair the right or remedy, or be construed as a waiver.

#### **15. No Partnership, Joint Venture.**

Nothing in this Lease shall be intended or deemed to create a partnership, joint venture, association, or other similar relationship between the Parties.

#### **16. Binding Agreement.**

This Lease is binding upon and inure to the benefit of the Parties hereto. This Lease does not extend to any of Lessee's heirs, successors, or assigns, unless otherwise agreed to in writing by Lessor. This Lease is binding on Lessor's heirs, successors, or assigns and Lessor has the right to assign this Lease without Lessee's consent.

#### **17. Entire Agreement.**

This Lease and its Exhibits, along with the Mediated Settlement as transcribed, are an integrated document and contain the entire agreement between the Parties with respect to the subjects

herein. If any conflict arises between the Mediated Settlement and this Lease, this Lease governs. Any amendment or modification of this Lease is binding only if evidenced in writing and signed by both Parties.

**18. Governing Law, Venue.**

The interpretation and construction of this Lease, and all matters relating hereto, is governed by the laws of the State of Alaska, without reference to its principles of choice or conflict of laws. Any action to enforce the terms of this Lease shall be brought before a court of competent jurisdiction in Anchorage.

**19. Attorney's Fees and Costs.**

In the event either Party brings or commences legal proceedings to enforce any of the terms of this Lease, the prevailing party in such action will receive from the other, its reasonable attorney's fees and costs incurred in pursuing such action.

**20. Counterparts; Electronic Signatures.**

This Lease may be executed in counterparts all of which taken together shall constitute one instrument. Scanned or electronic signatures delivered in any form, constitutes a legally effective and enforceable signature consistent with AS 09.80.010 *et seq.*

**21. Severability.**

In case any provision of this Lease shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

**22. Survival of Remedies.**

A Party's remedies survive the termination of this Lease.

**23. Construction.**

The Parties each have access to counsel and have carefully reviewed the terms of this Lease, and therefore any ambiguity of intent will not be applied against either party. If the Parties delete any provision or part of a provision, the Lease will be interpreted as if the deleted language was never part of the Lease.

*[Signatures on following page]*

**LESSOR:**

**NEWKSET LLC**, an Alaska limited liability company

By: \_\_\_\_\_ Date: \_\_\_\_\_  
James Helmericks, Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Aaron Helmericks, Manager

**LESSEE:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Mark Helmericks

**APPROVAL OF SOLE MEMBER (required by Lessor's Operating Agreement):**

Peak Trust Company-AK, Trustee of  
The 2012 Restated Helmericks Family Trust

\_\_\_\_\_ Date: \_\_\_\_\_

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

Its: \_\_\_\_\_

