

TANANA CITY SCHOOL DISTRICT - TOZITNA, LTD.
GREENHOUSE LEASE AGREEMENT

This lease is entered into on this 21 day of August, 2019, by and between Tozitna, Ltd., an Alaskan corporation whose address is P.O. Box 129, Tanana, Alaska 99777, hereinafter called "Lessor;" and the Tanana City School District, whose address is P.O. Box 89; Tanana, Alaska 99777, hereinafter called "Lessee."

The parties mutually agree that the terms and conditions of this Lease (the "Lease") shall be as follows;

1. THE PREMISES. Lessee acknowledges that Tozitna, Ltd., owns the property subject to this Lease. The real property (the "Premises"), which is leased by this agreement, is the surface estate of the following real property located in the Fort Gibbon Recording District, Fourth Judicial District, State of Alaska, described as follows and mapped as Exhibit A (attached):

Within the southeast portion of Lot 11, USS 5958, immediately north of the school and west of School Street, Tozitna, Ltd., IC 1025, and subject to all valid existing rights of that Interim Conveyance.

2. TERM. This Lease was originally approved and signed on September 30, 2017. The original lease was lost and was not recorded. This new lease replaces the previous lease and the term shall be for an indefinite period, commencing on Aug. 20, 2019, and expiring when forfeited or terminated according to the circumstances described in paragraph 23.

3. RENEWAL. Tozitna, Ltd., and the Lessee may agree to renew this lease following Tozitna, Ltd.'s, completion of the 14(c) Reconveyance process, unless the Lease was forfeited or terminated prior to the expiration date.

4. USE OF THE PREMISES. The Premises may be used only for the following purposes: a community greenhouse and related activities.

5. NO WARRANTIES. Lessor makes no representations or warranties regarding the zoning or suitability of the Premises for any purpose intended by Lessee and authorized by the Lease.

6. CONSIDERATION. No payment is required for this use. Land values are being donated to the community for public purposes.

7. LAWFUL USES ONLY. The Lessee agrees not to use, allow, or cause to be used any part of the Premises or improvements for any unlawful conduct or purpose. All



activities authorized by this Lease shall be conducted in compliance with all federal, State and local laws and regulations now or hereafter in force.

8. **IMPROVEMENTS BY LESSEE.** Lessee is allowed to make alterations, installations or improvements in or to the Premises for the purpose of constructing a greenhouse and related facilities.

9. **REPAIRS.** Lessee shall make all repairs and perform such maintenance services required to keep the premises and improvements in a safe, useful and good condition.

10. **HAZARDOUS MATERIALS PROHIBITED.** No hazardous materials may be used or stored on the Premises. Hazardous materials are those defined as such by the U.S. Environmental Protection Agency and State Statute, and generally are those materials or substances which are flammable; can react or explode when mixed with other substances; are corrosive; or are toxic; or are poisonous to animals or plants.

11. **ENVIRONMENTAL QUALITY.** No hazardous substances are to be discharged onto the Premises, or surrounding lands or water. All trash and refuse are to be removed from the Premises, not buried or stored there, and the area is to be kept neat, clean, orderly, and in a safe condition.

12. **PERMITS.** Lessee is responsible for obtaining all federal, State and local permits and licenses pertaining to their activities.

13. **CULTURAL PROPERTIES.** Tozitna, Ltd., retains title to all cultural resources that may exist within the Premies. Lessee shall not disturb or remove historical-cultural or archeological properties or artifacts that may be found on the Premises, and shall immediately notify Lessor of any such discoveries at its Tanana office.

14. **ASSIGNMENT.** This Lease, or any right, obligation, or improvements on the Premises, may not be assigned, subleased, or otherwise transferred by Lessee without the prior written consent of Lessor.

15. **NO LIENS OR ENCUMBRANCES.** Lessee shall not allow the Premises or any improvements thereon to become subject to any lien, judgment, charge or encumbrance whatsoever; and shall indemnify and defend Lessor against same, clearing the title of same should they occur.

16. **INDEMNIFICATION.** Tozitna, Ltd., shall not be liable for Lessee or any person claiming through Lessee for any injury, death or damage to Lessee or any other person; or for any damage to, or loss of any property of Lessee or any other person, irrespective of the cause of such injury, death, damage or loss, except where caused by Lessor's willful act or omission. Lessee shall indemnify, defend and hold Lessor harmless from any and all costs, claims, demands, suits, losses, liability and expenses for injury or



death to persons, and damage to or loss of property arising out of or connected with the exercise of the privileges granted Lessee by this Agreement.

17. CLAIMS. The parties acknowledge that the Premises may be subject to existing or unasserted claims by third parties under the Native Allotment Act (1906), as amended, Section 14(c) of the Alaska Native Claims Settlement Act (1971), as amended, or other authority. The parties agree to subsequently modify the description of the Premises to exclude any third-party claim finally determined to be valid.

18. SUBSURFACE RESOURCES. Lessee may not excavate any subsurface material, including silt, sand, rock or gravel located within or under the Premises, unless they have signed a written agreement with the subsurface owner, Doyon, Ltd., provided a copy to Lessor, and received written approval from Lessor for such removal. Any such agreement is a separate obligation of the Lessee and is not included in this agreement.

19. REMOVAL OF IMPROVEMENTS. Personal property owned by Lessee and located on the Premises shall be removed within 30 days after the termination of the Lease, seasonal weather permitting; or within 30 days of spring weather commencing.

20. RESTORATION OF PREMISES. Upon termination of the Lease, Lessee shall, at their own cost, restore the Premises to a permanently safe, useful and good condition; or leave the improvements in place, as approved by Tozitna, Ltd.

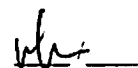
21. ACCESS BY LESSOR. Lessee shall allow Tozitna, Ltd., agents to enter upon the Premises, at any reasonable time, for the purpose of making an inspection thereof and for any other purpose which does not materially interfere with the use of the Premises by Lessee.

22. QUIET ENJOYMENT. Tozitna, Ltd., covenants and agrees that so long as Lessee performs all obligations under this lease, they shall peaceably and quietly have, hold and enjoy the Premises for the term of the Lease.

23. TERMINATION. This Lease shall terminate upon completion of Tozitna, Ltd.'s, Alaska Native Claims Settlement Act 14(c) Reconveyance requirements; or by mutual agreement in writing by both parties.

24. NONWAIVER. The failure by Tozitna, Ltd., to insist upon the strict performance or observance of any obligation of the Lessee, shall not be construed as a waiver or relinquishment of the future performance of any such obligation or the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

25. NOTICE. Any notice or other communication required under the terms of this Lease or by law shall be in writing and shall be delivered or sent by certified mail, postage



prepaid, return receipt requested (without restricted delivery), to the appropriate party at the address specified hereafter, or such other address as that party may designate in writing to the other party from time to time:

Lessor: Tozitna, Ltd.
P.O. Box 77129
Tanana, Alaska 99777

Lessee: Tanana City School District
P.O. Box 89
Tanana, Alaska 99777

26. MODIFICATION. This Lease may be amended by the written, mutual consent of both parties.

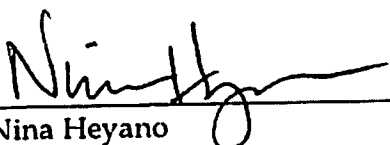
27. SEVERABILITY. If any provisions of this Lease is held to be invalid, such holding shall not affect the validity of any other provision of this Lease, which shall remain binding upon the parties.


28. APPLICABLE LAW. The validity, performance and construction of this Lease shall be governed by the laws of the State of Alaska.

29. DISPUTES. Any disagreement about the operation of this Lease is to be resolved with mediation as agreed by both parties.

30. FORCE MAJEURE. If any party is delayed or prevented from the performance of any act required by this Lease by reason of flood, earthquake, other acts of God, inability to procure materials or any other sufficient cause which is without the party's fault and is beyond the reasonable control of such party, the performance of such acts shall be excused for the period of the delay; and a period equivalent to the period of such delay shall be added to the performance time.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the effective date of this Lease Agreement, both parties being authorized by their organizations to do so.

BY: 
Nina Heyano
President
Tozitna, Ltd.

BY: 
signature
Courtney Agnes
printed name
President
Tanana City School Board

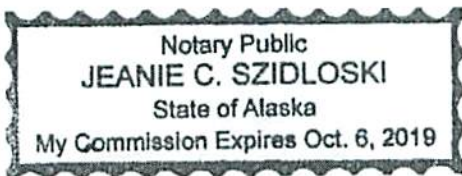
August 20, 2019
DATE

August 20, 2019
DATE

STATE OF ALASKA)
) ss:
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 30th day of August, ²⁰¹⁹ 2017, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Nina Heyano, known to me to be the President of Tozitna, Ltd., and she acknowledged to me that she had in her official capacity executed the foregoing instrument as the free act and deed of the said corporation for the uses and purposes therein stated, and that she was duly authorized to do so on behalf of said corporation by majority vote at a regularly scheduled meeting on September 30, 2017.

WITNESS MY HAND and official seal on the day and year in this first above-written.



[Signature]
Notary Public in and for Alaska
My commission expires 02.6.2019

STATE OF ALASKA)
) ss:
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 20 day of August, 2019, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Courtney Agnes, to me known and known to me to be the identical individual(s) described in and who executed the foregoing Lease, and acknowledged to me that the same was signed freely and voluntarily for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal on the day and year in this first above-written.

Postmaster/Notary Public
Per USPS ASM



[Signature: Arla Stickman]
Notary Public in and for Alaska
My commission expires N/A

[Signature]