

**AMENDMENT NO. 6 TO THE LEASE AGREEMENT
BETWEEN THE CITY AND BOROUGH OF SITKA
AND KOOTZNAHOO FORTRESS OF THE BEAR**

City and Borough of Sitka (“Lessor”), 100 Lincoln Street, Sitka, Alaska 99835, and Kootznahoo Fortress of the Bear (“Lessee”), P.O. Box 2337, Sitka, Alaska 99835, an Alaska Company, agree to amend and modify the Lease Agreement Between The City And Borough Of Sitka And Kootznahoo Fortress Of The Bear (“Lease”), dated July 31, 2003, and its amendments, including the first amendment made by motion of Sitka Assembly on June 13, 2006, the second amendment made by motion of Sitka Assembly on May 22, 2007, the third amendment made by motion of Sitka Assembly on May 12, 2009, the fourth amendment made by motion of Sitka Assembly on January 25, 2011, and the fifth amendment made by motion of the Sitka Assembly on May 19, 2011. This Amendment No. 6 was approved in accordance with the Lease at Section 18.1 by Assembly motion on May 23, 2017. This Amendment No. 6 increases the square footage of the space leased to the Lessee and extends the term (Sections below replace existing Sections):

* * *

Section 1.1 Conveyance of Estate in Lease. Lessor, for and in consideration of the rents received and of the covenants and agreements made by Lessee, does lease to Lessee, and Lessee leases from Lessor, the Subject Property as shown on Amended Appendix A. The Subject Property shows a 149,880 square feet parcel of land at the Sawmill Cove Industrial Park. The initial term was ten (10) years beginning July 31, 2003, with extensions and holdovers until May 22, 2017. The term is extended ninety-nine (99) years, beginning May 23, 2017, until May 22, 2116.

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Section 2.1 Amount and Method of Payment of Rent During the Term of the Lease. The rent amount shall be \$50 per month beginning June 1, 2017. Lessee shall pay the rent for each month in advance upon the first day of each and every month for which rent is due throughout the extended term of the Lease Agreement without the necessity of any billing by Lessor. Sections 2.2, 2.3 and 2.4 shall not apply to the extended term.

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All other provisions in the Lease Agreement that are not modified by this Amendment No. 6 remain in full force and effect.

CITY AND BOROUGH OF SITKA

Mark Gorman, Municipal Administrator

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS CERTIFIES that on the ____ day of _____, 2017, before me, a Notary Public in and for the State of Alaska, personally appeared MARK GORMAN, Municipal Administrator of the City and Borough of Sitka, Alaska, a municipality organized under the laws of the State of Alaska, and by signing this document verifies that he has been authorized to execute the documents on its behalf, and he signs freely and voluntarily.

Notary Public for Alaska
My Commission expires: _____

KOOTZNAHOO FORTRESS OF THE BEAR

Les Kinnear

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2017, before me the undersigned, a Notary Public in and for the State of Alaska duly commissioned and sworn, personally appeared LES KINNEAR, known to be the person who executed the above and foregoing instrument, and acknowledged to me that by signing this document, he is authorized to do so on behalf of Kootznahoo Fortress of the Bear, and he signs freely and voluntarily.

Notary Public for Alaska
My Commission expires: _____