STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL AND GAS
550 W. 7th Ave. Suite 1100
Anchorage, AK 99501

STAK Energy Corporation
ADL No. 422741
LEASE AGREEMENT
AS 38.05.070

Effective this **Xth** day of **MONTH**, **YEAR**, this lease agreement is entered into by the State of Alaska, hereafter referred to as "lessor," and STAK Energy Corporation, hereafter referred to as "lessee," whether one or more, whose sole addresses for purposes of notification under this lease agreement are listed in section 28.

The lessor and the lessee agree that this lease, including all attachments and documents that are incorporated in this lease by reference, contains the entire agreement between the parties, and each of the covenants and conditions in this ease including any attachments will be binding upon the parties and upon their respective successors and assigns. The lessor and the lessee further agree that this lease is conditioned upon satisfactory performance by the lessor and the lessee of all covenants and conditions contained in this lease.

This lease is subject to all applicable state, federal, and municipal statutes, regulations, and ordinances in effect on the effective date of this lease, and insofar as is constitutionally permissible, to all statutes, regulations, and ordinances placed in effect after the effective date of this lease. A reference to a statute, regulation, or ordinance in this lease includes any change in that statute, regulation, or ordinance, whether by amendment, repeal and replacement, or other means. This lease does not limit the power of the State of Alaska, its political subdivisions, or the United States of America to enact and enforce legislation or to adopt and enforce regulations or ordinances affecting, directly or indirectly, the activities of the lessee or its agents in connection with this lease or the value of the interest held under this lease. In case of conflicting provisions, statutes, regulations, and ordinances take precedence over this lease. This lease shall not be construed as a grant or recognition of authority for promulgation or adoption of municipal ordinances that are not otherwise authorized.

1. Grant. This lease is issued under the authority of AS 38.05.070, effective for a term of 50 years beginning on the **Xth** day of **MONTH**, **YEAR**, and ending at 12 o'clock midnight on the **Xth** day of **MONTH**, **YEAR**, unless sooner terminated, subject to: compensation as specified in section 2; the attached development plan approved by the state on **MONTH, DAY, YEAR**, if any, that are incorporated in and made a part of this lease, for the

following, hereafter referred to as the "leasehold":

The leasehold is granted for the construction, development, and operation of an integrated energy campus consisting of one or more electric generation facilities with an aggregate capacity up to three gigawatts and all associated infrastructure necessary to support hyperscale data centers, artificial intelligence computing facilities, cloud computing facilities, digital processing centers, and related commercial, industrial, utility, and technology uses.

A tract of land located within Sections 1-4, 9-12, and 13-16, Range 13E, Township 6N, Umiat Meridian, and Sections 25-28 and 33-36, Range 13E, Township 7N, Umiat Meridian, containing approximately 715.4 acres, within the Barrow Recording District, State of Alaska, as shown in the Record of Survey **XXX** (Attachment A).

Excepting and reserving any general reservations to the lessor that are required by law and that may be stated elsewhere in this lease, and the following, which the state reserves for itself and others:

The lease is subject to all valid existing rights in and to the land under this authorization. The State of Alaska makes no representations of warranties whatsoever, either expressed or implied, as to the existence, number, or nature of such valid existing rights.

1. Compensation. This lease incorporates both a market-based land valuation (Base Rate) and an additional Compute Power Sales Surcharge (Surcharge). Compensation terms are as follows:

   a. Appraisal. A formal appraisal, obtained at the expense of the applicant, conducted by a qualified appraiser, and prepared in accordance with DNR general appraisal requirements will be required to establish the annual Base Rate based on fair market value.
   b. Base Rate. The annual Base Rate shall be due prior to lease issuance and annually thereafter on or before the lease anniversary date.
   c. Periodic Reappraisal. The Base Rate shall be subject to review and adjustment at intervals of not less than five (5) years in accordance with AS 38.05.105. Any adjustment shall be based upon the appraised fair market rental value of the leased premises as determined by an appraisal obtained at the expense of the applicant, conducted by a qualified appraiser, and prepared in accordance with DNR general appraisal requirements.
   d. Compute Power Sales Surcharge. The Surcharge is calculated annually by applying the rate tiers below to the corresponding lease year's cumulative actual Compute Power Sales. The Surcharge for each lease year is due 90 days after the end of the applicable lease year. The Lessee shall provide the AO an annual officer-certified reconciliation,

which DNR may verify against the meter(s) and contract settlement records.

i. Compute power sales means the megawatt-hours (MWh) of electricity generated on the leased premises, metered, and delivered to any data center, compute facility, or other computing infrastructure.

Tier	Annual Compute Power Sales (MWh per Lease Year)	Equivalent Average Compute Load (MW)	Surcharge Rate ($ per MWh)
1	0 to 876,000	Less than 100	$0.00
2	876,001 to 4,380,000	100 to 500	$0.20
3	4,380,001 to 8,760,000	500 to 1,000	$0.40
4	8,760,001 to 13,140,000	1,000 to 1,500	$0.30
5	13,140,001 to 20,699,880	1,500 to 2,363	$0.16

e. Metering. The Lessee shall install, maintain, calibrate, and operate metering equipment to accurately measure all electricity subject to the Surcharge. All costs associated with metering equipment, installation, maintenance, testing, repair, and replacement shall be borne by the Lessee. The AO shall have the right, upon reasonable notice, to inspect metering equipment and verify production data utilized in calculating compensation due under this lease.

f. Surcharge Reporting. Within 90 days following the end of the lease year, the Lessee shall submit the annual Surcharge payment, if any, and a report documenting:
   i. Total electricity generated on the leased premises;
   ii. Total electricity delivered to data center or compute facilities;
   iii. Applicable Surcharge tier calculations; and
   iv. The amount of compensation due to the State.

g. Record Retention. The Lessee shall maintain all records necessary to verify electricity production, delivery, and compensation calculations for a minimum of seven (7) years and shall make such records available to the Department upon request.

h. Minimum Compensation.
   i. The Base Rate shall constitute the minimum annual compensation payable under this lease.
   ii. The annual Base Rate shall be credited against any Surcharge due during the same payment period.
   iii. To the extent the Surcharge exceeds the Base Rate during a payment period, the Lessee shall pay the difference to the State.

iv. If the Surcharge for a payment period is less than the Base Rate, no refund, credit, or carryforward shall be provided to the Lessee.

i. Surcharge Adjustment. If, after the Baseline Date, [the effective date of Entry Authorization ADL 422741] (the "Baseline Date"), the State adopts a change in law or policy that directly affects the project's economics, the Lessee may request that the Compute Power Sales Surcharge be reopened for limited, good faith renegotiation. Any modification must not reduce total compensation to the State below fair market value, and will be considered only to the extent of the demonstrated direct impact of the change. If no agreement is reached within 90 days, the AO will issue a written decision, appealable under 11 AAC 02. Any adjustment applies prospectively from the AO's decision and will be documented by lease amendment.

j. Sublease. The Lessee shall not enter into any sublease without the prior written approval of DNR. Additional compensation to the State may be required as a condition of approval.

k. Accuracy of Information. Failure of the Lessee to provide complete, true, and accurate information will, at DNR's discretion, be grounds for termination of the lease.

l. Late Payment. The Lessee shall pay a fee for any late payment. The amount is the greater of either the fee specified in 11 AAC 05.030 or interest at the rate set by AS 45.45.010(a) and will be assessed on a past-due account until payment is received by the State.

m. Failure to Pay. Failure to pay annual fees when due is a default of the terms and conditions of this Lease.

2. Denial of Warranty. The lessor makes no warranty, express or implied, nor assumes any liability whatsoever, regarding the social, economic, or environmental aspects of the leasehold, including, without limitation, the soil conditions, water drainage, access, natural or artificial hazards that may exist, or the profitability or fitness of the leasehold for any use. The lessee represents that the lessee has inspected the leasehold and determined that the leasehold is suitable for the use intended, or has voluntarily declined to do so, and accepts the leasehold "as is" and "where is."

3. Use of Leasehold. Prior to execution of this lease and to commencing use or development of the leasehold, the lessee shall submit a development plan for the leasehold to the lessor and obtain the lessor's approval of the plan. Any use or development of the leasehold must be consistent with the development plan approved by the lessor. Any proposed revisions to the development plan must be submitted to the lessor for approval before any change in use or development occurs. The lessee shall use and occupy the leasehold in compliance with the approved development plan and all applicable laws, regulations, ordinances, and orders that a public authority has put into effect or may put into effect, including those of a

building or zoning authority and those relating to pollution and sanitation control. The lessee may not permit any unlawful occupation, business, or trade to be conducted on the leasehold. The lessee shall properly locate all activities and improvements on the leasehold and may not commit waste of the parcel. The lessee shall maintain and repair the leasehold including improvements in a reasonably neat and clean condition and shall take all necessary precautions to prevent or suppress grass, brush, or forest fires, and to prevent erosion, unreasonable deterioration, or destruction of the land or improvements. The lessee agrees not to place any aboveground or underground fuel or chemical tanks on the leasehold without the prior written approval of the lessor.

4. Encumbrance of Leasehold. The lessee may not encumber or cloud the lessor's title to the leasehold, or any portion of the leasehold, nor enter into any lease, easement, or other obligation of the lessor's title without the prior written approval of the lessor.

5. Assignment of Interest. The lessee may not assign or sublet any interest held under this lease, including a security interest, without the prior written approval of the lessor. The lessor may approve such assignment or subletting if the lessor finds it to be in the best interest of the state. No such assignment or subletting will be effective until approved by the lessor in writing, and the assignee agrees to be subject to and governed by the provisions of this lease, any subsequent amendments to this lease, any additional stipulations, or reappraisal as deemed appropriate by the lessor, and all applicable laws, regulations, and ordinances in the same manner as the original lessee. No assignment or subletting of the leasehold, or any portion thereof, by the lessee will annul the lessee's obligation to pay the compensation required for the full term of this lease. Except as provided in this lease, no subdivision of the leasehold interest may occur without the prior written approval of the lessor.

6. Conditional Lease. If all or part of the leasehold has been tentatively approved, or approved, but not yet patented, by the United States to the lessor, then this lease will be conditioned upon receipt by the lessor of such patent. If for any reason the lessor does not receive patent, any compensation paid to the lessor under this lease will not be refunded. Any prepaid compensation for land to which patent is denied the lessor will be refunded to the lessee of record in the amount of the pro-rata portion of the unexpired term. The lessor will have no further liability to the lessee for the termination of the lease.

7. Payment of Taxes and Assessments. The lessee shall pay prior to delinquency all taxes and assessments accruing against the leasehold.

8. Section Line Rights-of-Way. If the leasehold borders on or includes one or more section lines, the lessor hereby expressly reserves unto itself and its successors and assigns a right-of-way or rights-of-way pursuant to- AS 19.10.010.

9. Navigable and Public Waters. (a) Pursuant to AS 38.05.127 and 11 AAC 51.045, the lessor reserves a public access easement to and along all public or navigable water bodies that

border on or are included in this leasehold. No public access easement may be obstructed or otherwise rendered incapable of reasonable use for the purposes for which it was reserved. No public access easement may be vacated, abandoned, or extinguished without the prior written approval of the lessor.

(b) The Public Trust Doctrine guarantees public access to, and the public right to use, navigable and public waters and the land beneath them for navigation, commerce, fishing, and other purposes. This lease is issued subject to the principles of the Public Trust Doctrine regarding navigable or public waters. The lessor reserves the right to grant other interests to the leasehold consistent with the Public Trust Doctrine.

10. Condemnation of Leasehold or Improvements. If the whole or any part of the leasehold is taken by any authorized body or person vested with the power of eminent domain, by negotiation, court action, or otherwise, the following provisions control:

(a) Taking of the entire leasehold. If all of the leasehold is taken by condemnation, this lease and all rights of the lessee will immediately terminate, and the compensation will be adjusted so that it is due only until the date the lessee is required to surrender possession of the leasehold. The lessor is entitled to all the condemnation proceeds, except that the lessee will be paid the portion of the proceeds attributable to the fair market value, as determined in the condemnation proceedings, of any buildings or improvements taken that were placed on the condemned leasehold by the lessee in accordance with the approved development plan.

(b) Taking of substantial part of the leasehold. If the taking is of a substantial part of the leasehold, the following rules apply:

(i) If the taking by condemnation reduces the ground area of the leasehold by at least 30 percent or materially affects the use being made by the lessee of the leasehold, the lessee has the right to elect to terminate the lease by written notice to the lessor not later than 180 days after the date of taking.

(ii) If the lessee elects to terminate, the provisions in subsection (1) of this section govern the condemned portion of the leasehold and the covenants and conditions of the lease govern disposal of the remainder of any buildings or improvements made by the lessee in accordance with the approved development plan.

(iii) If the lessee does not elect to terminate, the lease continues and the lessor is entitled to the full condemnation proceeds except the portion attributable to the fair market value, as determined in the condemnation proceedings, of any buildings or improvements taken that were placed on the condemned portion of the leasehold by the lessee in accordance with the approved development plan. Compensation at the existing rate will terminate on the date the lessee is required to surrender possession of the condemned portion of the leasehold. Except as it may be adjusted from time

to time under the covenants and conditions of the lease and applicable statutes, compensation for the balance of the term will be adjusted by the lessor to reflect the taking.

(c) Taking of insubstantial part of the leasehold. If the taking by condemnation reduces the ground area of the leasehold by less than 30 percent and the lessor determines that the taking is of such an insubstantial portion that the lessee's use of the leasehold is not materially affected, the lessee may not elect to terminate the lease and the compensation provisions of subsection 2(C) of this section will govern.

11. Valid Existing Rights. This lease is subject to all valid existing rights, including easements, rights-of-way-, reservations, or other interests in land in existence on the date of execution of this lease. The Division reserves the right to grant additional authorizations to third parties for compatible uses on or adjacent to the land under this authorization. Authorized concurrent users of State land, their agents, employees, contractors, subcontractors, and licensees shall not interfere with the operation or maintenance activities of each user.

12. Inspection. The lessor will have reasonable access to the leasehold for purposes of inspection.

13. Mineral Reservations. This lease is subject to the reservations required by AS 38.05.125 and the rights and obligations imposed by AS 38.05.130.

14. Concurrent Use. This lease is subject to reasonable concurrent uses as provided under Article VIII, Section 8 of the Constitution of the State of Alaska. The concurrent user who is found to be at fault for damage or injury arising from noncompliance with the terms governing the user's concurrent use is liable for damages and the user's interest is subject to forfeiture or termination by the lessor. In this context, the term "concurrent user" includes the lessee and any other person or entity who lawfully uses the land subject to this lease but does not include the State of Alaska.

15. Surface Resources. Unless otherwise provided by this lease or other written authorization, the lessee may not sell or remove from the leasehold any timber, stone, gravel, peatmoss, topsoil, or any other material valuable for building or commercial purposes. Material required for the development of the leasehold may be used only in compliance with the approved development plan.

16. Appropriation or Disturbance of Waters. During the term of this lease, the lessee will have the right to apply for an appropriation of ground or surface water on the leasehold in accordance with AS 46.15 and 11 AAC 93.060.

17. Acquisition of Rights or Interests. Any right or interest acquired during the term of this lease and accruing to the benefit of the leasehold will remain appurtenant to the leasehold and may not be severed or transferred from the leasehold without the prior written approval

of the lessor. In the event of termination or forfeiture of this lease, any such right or interest will vest in the lessor.

18. Land Alterations Due to Natural or Artificial Causes. The interest described in this lease constitutes the entire leasehold. If, through natural or artificial causes, accretion or reliction of land occurs contiguous to the leasehold, the Lessee has no right to occupy or use the accreted land unless a separate lease is entered with the Lessor with respect to such lands. The rules of law usually applicable to accretion or reliction of land do not apply to this lease, nor to the interest described in this lease.

19. Waiver or Forbearance. The receipt of compensation by the lessor, with or without knowledge of any default on the part of the lessee, is not a waiver of any provision of this lease. No failure on the part of the lessor to enforce a covenant or condition of this lease, nor the waiver of any right under this lease by the lessor, unless in writing, will discharge or invalidate the application of such covenant or condition. No forbearance or written waiver affects the right of the lessor to enforce any covenant or condition in the event of any subsequent default. The receipt of compensation by the lessor after termination or any notice of termination will not reinstate, continue, or extend this lease, or destroy, or in any manner impair the validity of any notice of termination that may have been given prior to receipt of the compensation, unless specifically stated by the lessor in writing.

20. Default and Remedies. (a) Time is of the essence in this lease. If the lessee defaults on the performance of any of the covenants or conditions of this lease, and the default is not remedied within 60 days after the lessor issues written notice of such default to the lessee and to the holder of a security interest in the leasehold approved by the lessor, or within any additional period the lessor allows for good cause, the lessee will be subject to legal or any other administrative action deemed appropriate by the lessor, including termination of this lease. The lessor may, in the notice of the default or in a separate written notice, state that if the default is not remedied, this lease shall terminate on a date certain, which shall be at least 60 days after issuance of the notice of default. Upon the date specified in such notice, unless the default has been remedied, the lease shall expire automatically without further notice or action by the lessor and this lease and all rights of the lessee under the lease shall terminate. Upon termination of the lease the lessor shall have an immediate right to possession of the leasehold and any possession by the lessee shall be unlawful. It is specifically agreed that no judicial action shall be necessary to terminate this lease or to allow the lessor to retake possession in the event of default by the lessee. No improvements may be removed from the leasehold while the lease is in default except with the lessor's prior written approval. If this lease is terminated for default, all compensation paid by the lessee is forfeited to the lessor. The lessor is not liable for any expenditures made or undertaken by the lessee under this lease. Any costs or fees, including attorney's fees, reasonably incurred by the lessor for the enforcement of this lease, shall be added to the obligations due and payable by the lessee.

(b) The rights, if any, of third-party security interest holders or lienholders are controlled

solely by AS 38.05.103 and 11 AAC 58.590. If the lessee fails to remedy the default within the time allowed in subsection (a) of this section, the holder of an approved security interest who has received notice under subsection (a) of this section may remedy the default. The holder shall act within 60 days from the date of receipt of notice under subsection (a) of this section, or within any additional period the lessor allows for good cause.

(c) The lessor may, at the lessor's option, following the lessee's default and failure to remedy, or after termination of this lease due to such default and failure to remedy, accelerate the unpaid compensation for the remainder of the term of this lease. The lessee's obligation to pay such accelerated rent to the lessor survives termination of this lease.

(d) If this lease is terminated, or all or any portion of the leasehold is abandoned by the lessee, the lessor may immediately enter, or re-enter and take possession of the leasehold, and without liability for any damage, remove all persons and property from the leasehold and may, if necessary, use summary proceedings or an action at law. The words "enter" and "re-enter" as used are not restricted to their technical legal meaning. Any entry, re-entry, possession, repossession, or dispossession by the lessor, whether taken with or without judicial action, does not absolve, relieve, release, or discharge the lessee, either in whole or part, of any liability under the lease.

(e) The lessor, upon or at any time after giving written notice of any default, may enter or re-enter the leasehold to remedy any default by the lessee or exercise any right given under this lease, all without the intervention of any court being required. The curing of such default shall not be deemed for any purpose to be for the benefit of the lessee.

(f) At any time after termination of this lease, the lessor may re-let the leasehold, or any part thereof, in the name of the lessor for such term and on such conditions as the lessor may determine and may collect and receive the compensation therefor. The lessor shall not be responsible or liable for failure to re-let the leasehold or for any failure to collect any compensation due upon such re-letting, nor shall the lessor be required to account for or pay to the lessee any excess compensation received as a result of such re-letting. The lessee shall be liable for any deficiency, and for all costs, expenses, and fees incurred by the lessor arising out of the default, including the lessor's efforts to re-let the leasehold.

(g) No right or remedy conferred upon or reserved to the lessor in this lease or by statute, or existing in law or equity, is intended to be exclusive of any other right or remedy, and each and every right shall be cumulative.

21. Disposition of Improvements and Chattels After Termination. AS 38.05.090 will govern disposition of any lessor-approved chattels or improvements left on the leasehold after termination. At the lessor's sole option, improvements not approved by the lessor shall be

removed from the leasehold and the site restored to its original condition at the lessee's sole expense or be forfeited to the lessor. The lessee shall be liable to the lessor for any costs, expenses, or damages arising out of the disposition of improvements not approved by the lessor and may be required to pay rent on any improvements or chattels left on the parcel in accordance with 11 AAC 58.680.

22. Indemnity to Lessor. The lessee shall indemnify, defend, and hold the lessor harmless from and against all claims, demands, judgments, damages, liabilities, penalties, and costs, including attorney's fees, for loss or damage, including but not limited to property damage, personal injury, wrongful death, and wage, employment, or worker's compensation claims, arising out of or in connection with the use or occupancy of the leasehold by the lessee or by any other person holding under the lessee, or at the lessee's sufferance or invitation; and from any accident or fire on the leasehold; and from any nuisance made or suffered on the leasehold; and from any failure by the lessee to keep the leasehold in a safe and lawful condition consistent with applicable laws, regulations, ordinances, or orders; and from any assignment, sublease, or conveyance, attempted or successful, by the lessee of all or any portion of the leasehold or interest therein contrary to the covenants and conditions of this lease. The lessee holds all goods, materials, furniture, fixtures, equipment, machinery, and other property whatsoever on the parcel at the sole risk of the lessee, and shall defend, indemnify and hold the lessor harmless from any claim of loss or damage by any cause whatsoever, including claims by third parties.

23. Insurance. Consistent with AS 38.05.035(a), and to protect the State from liability associated with the use of the site, the Applicant shall provide and maintain a comprehensive general liability insurance policy with the State of Alaska named as an additional insured party per the stipulations of the authorization. The Applicant shall secure or purchase at its own expense and maintain in force at all times during the term of this lease, liability coverage and limits consistent with what is professionally recommended as adequate to protect the Applicant and the State, its officers, agents and employees from the liability exposures of all the insured’s operations on state land. The insurance requirement may be adjusted periodically.

24. Bonding. In accordance with AS 38.05.035 and AS 38.05.860, a Performance Guaranty must be submitted by the Lessee prior to lease issuance to incentivize performance of the conditions of this EA and the lease, and to provide a mechanism for the State to ensure that the Lessee shares the financial burden in the event of noncompliance for site cleanup, restoration, and any associated costs after termination or expiration of the leases. DNR will accept an appropriate Performance Guaranty from a sublessee, but at any time the Lessee may be required to supplement or replace any Performance Guaranty required from a sublessee. Such performance guaranty shall remain in effect for the term of this EA and shall secure performance of the Lessee's obligations hereunder.

The amount of the performance guaranty may be adjusted by the AO as a condition of approval of amendments to this authorization or changes in the development plan, and upon

any change in the activities conducted, or performance of operations conducted on the premises. If the Lessee fails to perform the obligations under this EA, the State may perform Lessee's obligations at Lessee's expense. Lessee agrees to pay within 20 days following demand, all costs and expenses reasonably incurred by the State of Alaska as a result of the failure of the Lessee to comply with the terms of this EA. The provisions of this EA shall not prejudice the State's right to obtain a remedy under any law or regulation. If the AO determines that the Lessee has satisfied the terms and conditions of this authorization the performance guaranty may be released. The performance guaranty may only be released in a writing signed by the AO. The mechanisms to satisfy this requirement are as follows:

(a) Performance Bond. In accordance with AS 38.05.035(a)(4), the Applicant will be required to submit a performance guaranty in the form of a bond, cash deposit, or other form of security acceptable to the Lessor in the amount of $250,000 prior to entry onto the site under the terms of the EA. Prior to gravel placement in support of construction of the gravel pad or road, an additional $1,000,000 will be required, for an initial performance guaranty totaling $1,250,000.

(b) Financial Assurance Agreement. A Financial Assurance Agreement (FAA) will be required prior to issuance of the final lease. The FAA will be based on an independent estimate, provided by the Applicant, that considers the scope and the nature of the activity and the potential cost of restoring the site. The FAA will be subject to periodic adjustments made during the term of the authorization to address increases or decreases in the costs of rectifying problems and rehabilitating state land due to inflation, changes in the level or nature of development, or other appropriate factors.

25. Environmental Compliance. (a) The lessee shall, at the lessee's own expense, comply with all existing and hereafter enacted environmental responsibility laws ("Environmental Laws"). The lessee shall, at the lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Authority") under the Environmental Laws.

(b) Should the Authority require that a remedial action plan be prepared and that a 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 leasehold that occurs during the term of this lease or arises out of or in connection with the lessee's use or occupancy of the land described in section 1 of this lease, then the lessee shall, at the lessee's own expense, prepare and submit the required plans and financial assurances and carry out the approved plans. The lessee's obligations under this section shall arise if there is any event or occurrence at the leasehold during the term of this lease or arising out of or in connection with the lessee's use or occupancy of the land described in section 1 of this lease, that requires compliance with the Environmental Laws.

(c) At no expense to the lessor, the lessee shall promptly provide all information requested by the lessor for preparation of affidavits or other documents required by the lessor to determine the applicability of the Environmental Laws to the leasehold and shall sign the affidavits promptly when requested to do so by the lessor.

(d) The lessee shall indemnify, defend, and hold harmless the lessor from all fines, penalties, suits, judgements, 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 leasehold that occurs during the term of the lease or arises out of or in connection with the lessee's use or occupancy of the land described in section 1 of this lease; and from all fines, penalties, suits, judgements, procedures, claims, demands, liabilities, settlements, and actions of any kind arising out of the 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 spill, discharge, or contamination that occurs during the term of this lease or arises out of or in connection with the lessee's use or occupancy of the land described in section 1 of this lease.

(e) The lessee agrees that it will 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.

(f) In any court action or administrative proceeding, in addition to all other applicable presumptions, it shall be rebuttably presumed that any environmental contamination of the leasehold (i) has been released on the leasehold; (ii) has resulted from acts or omissions of the lessee or its agents; and (iii) has occurred during the term of this lease. The lessee has the burden of rebutting the presumptions by clear and convincing evidence.

(g) This section of this lease does not in any way alter the State of Alaska's powers and rights or the lessee's duties and liabilities under Title 46 (or its successor) of the Alaska Statutes or other state, federal, or municipal statutes, regulations, or ordinances. For example, notwithstanding the provisions of this lease, the State of Alaska shall not be precluded from claiming under AS 46.03.822 that the lessee is strictly liable, jointly and severally, for damages and costs incurred by the state for cleanup of contamination on the leasehold. The obligations and provisions of this section 26 shall survive the termination of this lease.

(h) 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.

26. Surrender of Leasehold. Upon the expiration, termination, or cancellation of this lease, the lessee shall peacefully leave and deliver up all of the leasehold in good, sanitary, and marketable condition, order, and repair.

27. Notices. (a) Any notice or demand by the lessee will be made by hand delivery to the Director, Division of Oil and Gas, or by certified mail, postage prepaid, addressed as follows (or to a new address that the lessor designates in writing), with delivery occurring upon receipt by the lessor:

To the Lessor: Division of Oil and Gas
550 W. 7th Ave. Suite 1100
Anchorage, AK 99501

(b) Any notice or demand by the lessor will be issued as provided in 11 AAC 02.040(c). If issuance is by mail, the notice or demand will be addressed as follows (or to a new address that the lessee or its successor in interest designates in writing):

To the Lessee: **STAK Energy Corporation**
188 W. Northern Lights Blvd., Ste. 620
Anchorage, AK 99503

The lessor will issue a copy of any such notice or demand to each holder of a security interest in the leasehold whose assignment has been approved by the lessor under section 6 of this lease. Any security interest not approved as provided in section 6 is insufficient to require notice by the lessor under AS 38.05.103.

(c) Any notice or demand regarding the lease must be in writing and will be complete if given as set out above.

28. Penalty Charges. The lessee shall pay a fee for any late payment or returned check issued by the lessee as follows:

(a) Late Payment Penalty: The greater of either the fee specified in 11 AAC 05.010 or interest at the rate set by AS 45.45.010(a) will be assessed on a past-due account until payment is received by the lessor. Acceptance of a late payment or of a service charge for a late payment is subject to the lessor's rights under sections 20 and 21 of this lease.

(b) Returned Check Penalty: A returned check fee as provided in 11 AAC 05.010 will be assessed for any check on which the bank refuses payment. If the bank refuses payment, the default termination date remains the same. Late penalties under subsection (1) of this section shall continue to accumulate.

29. Modification. This lease may be modified or amended only by a document signed by both parties. Any purported amendment or modification has no legal effect until placed in writing

and signed by both parties.

30. Choice of Law. This lease shall be construed under the laws of the State of Alaska. The lessee confers personal jurisdiction on the courts of the State of Alaska for any litigation under this lease.

31. Severability of Clauses of Lease Agreement. If any clause or provision of this lease is, in a final judicial proceeding, determined illegal, invalid, or unenforceable under present or future laws, then the lessor and the lessee agree that the remainder of this lease will not be affected, and in lieu of each clause or provision of this lease that is illegal, invalid, or unenforceable, there will be added as a part of this lease a clause or provision as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

By signing this lease, the lessor and the lessee agree to be bound by its provisions.

LESSEE:

_____

LESSOR:

_____

STATE OF ALASKA)
) ss.
_____ Judicial District)

THIS IS TO CERTIFY THAT ON THIS _____ day of _____, _____, before me personally appeared _____, known to me to be the person named and who signed the foregoing lease and acknowledged voluntarily signing the same.

_____
Notary Public in and for the State of Alaska
My commission expires: _____

STATE OF ALASKA)
) ss.
_____ Judicial District)

THIS IS TO CERTIFY THAT ON THIS _____ day of _____, _____, before me personally appeared _____, of the Division of Oil and Gas of the Department of Natural Resources of the State of Alaska, who executed the foregoing lease on behalf of the State of Alaska, and who is fully authorized by the State to do so.

_____
Notary Public in and for the State of Alaska
My commission expires: _____

Recorder's Office: Return the recorded document to:
DNR, DOG, Permitting Section
550 W. 7th Ave. Suite 1100
Anchorage, AK 99501