

Norton Corporation Remote Shareholder Subsistence Lease

This Agreement is entered into on this ____ day of _____, 1993, between the Norton Corporation, Box 9876, Norton, Alaska 12345, as Lessor, and _____, whose address is _____, as Lessor.

1. Legal Description. The Lessor hereby leases to the Lessor and the Lessor hereby leases from the Lessor, the following real property located within the vicinity of Norton, Alaska and within, Section _____, Township _____ North, Range _____ West, Fairbanks, Meridian, Third Judicial District, as further described below and on the attached map that is made part of this agreement:

2. Term of Lease. The property shall be leased to the Lessor for a period of twenty-five (25) years, with an option to renew for successive five (5) year periods if the terms herein are abided by, unless the lease area is not used for subsistence purposes by the Lessor or the Lessor's family for a period of five (5) consecutive years. If the lease area is not used for a period of five (5) consecutive years, the Lessor shall lose all rights to the lease and Lessor shall be able to lease the parcel of land to another individual. The Lessor shall give the Lessor a six (6) month notice that the lease is being terminated under this section for non-use. During the six month notice period, the Lessor or Lessor's family may reestablish subsistence use of the lease area.

3. Rental Payments. Lessor shall pay to the Lessor the sum of Ten dollars (\$10.00) per year for the term of the lease with the first payment being paid upon execution of this lease agreement.

4. Use of Property. The Lessor shall use and occupy the property for subsistence purposes only and not for residential or commercial uses whatsoever. A temporary or permanent structure may be constructed for subsistence purposes only. Residential and commercial buildings are prohibited. The Lessor shall comply with all applicable state and federal and local laws, regulations and ordinances. The Lessor shall not permit any unlawful occupation, nuisance, business or trade to be conducted on the property. Lessor shall take all prudent precautions to prevent pollution of the ground, water and air and shall prevent brush fires. Lessor shall not remove any artifacts or attempt to sell any sand or gravel from the property. Violations of this provision will result in an immediate cancellation of this lease and loss of all rights hereunder.

5. Surface Estate. The Lessor acknowledges that this lease is for the surface estate only and that no right to the subsurface estate is hereby leased by Lessor to Lessor.

6. Assignment of Property. The Lessor may not assign or sublet the property without written consent of the Lessor.

7. Conditions of Property. The Lessor makes no warranty, express or implied, regarding the condition of the property, to include without limitation, soil conditions, water drainage, natural or artificial hazards which may exist, or to the fitness of the property for any use.

8. Taxes. The Lessor shall pay all taxes and assessments, if any, accruing against the parcel during the term of the lease.

9. Successors in Interest. The provisions of this lease shall be binding upon and inure to the benefit of the parties, their heirs, administrators, successors and assigns.

10. The Encumbrances of Parcel. Lessor shall not encumber or cloud the Lessor's title to the property nor enter into any lease, easement or other obligation that will affect the Lessor's title without written consent of the Lessor.

