

THIS LEASE IS IN DRAFT FORM FOR CITY REVIEW AND DISCUSSION. IT HAS NOT BEEN REVIEWED OR APPROVED BY THE WHITTIER CITY COUNCIL.

LEASE AGREEMENT

This Lease Agreement is made this ____ day of [MONTH], 202__ (the "Commencement Date"), by and between the CITY OF WHITTIER, a municipal corporation, with an address at _____, as Landlord, and [ENTITY NAME], with an address at a(n) [E.G. CORPORATION, INDIVIDUAL], with an address at _____, as Tenant ("the Parties").

WITNESSETH:

1. Premises. -- Landlord hereby leases to Tenant and Tenant hereby rents from Landlord for the term hereinafter provided, the real property and improvements (the "Premises") located in the Anchorage Recording District, Third Judicial District, State of Alaska and further described as follows:

[DESCRIBE TYPE OF FACILITY HERE] located at [PHYSICAL ADDRESS], Alaska, the Premises being situated on the following real property:

[LEGAL PROPERTY DESCRIPTION]

The parties agree that for all purposes under this Lease, the net rentable area of the Premises is approximately _____ square feet.

The Premises are depicted in the floor plan of the Premises that is attached hereto as Exhibit A.

2. Term of Lease. -- The initial term of this Lease shall commence [MONTH DAY, YEAR] and shall be for a period of ____ () years, unless sooner terminated as provided herein ("Initial Term"). Tenant's obligation to pay rent shall commence as provided for in Section 3. If Landlord is unable to deliver possession of the Premises as a result of causes beyond its control, Landlord shall not be liable for any damage caused by its failure to deliver possession, the Lease shall not be void or voidable, and the term of the Lease shall not be extended by the delay.

[Option Language if applicable – (a) Provided that Tenant has not defaulted under this Lease and is not currently in default, and subject to the requirements of the Whittier Municipal Code ("WMC"), Tenant shall have the option to extend the term of the Lease for [insert one of the following: one (1) additional term of five (5) years (the "Option Term"); or two (2) successive terms of five (5) years each, each being an "Option Term". To exercise the/an option, Tenant must provide written notice to Landlord of its intent to

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exercise the option not later than ninety (90) days prior to the expiration of the Initial Term [or the initial Option Term]. Any renewal shall be on the same terms and conditions contained herein except that rent for the option period shall be at fair market value rent as determined below; provided, however, such adjusted rent shall not be less than the rent in effect during the last year of the immediately preceding lease period.0]

3. Rent; Rent Adjustments.

(a) **INITIAL RENTAL RATE.** Commencing on the Effective Date of this Lease, and for the first five (5) years of the Initial Term, the annual rental rate (hereinafter “Rent”) for the Leased Premises shall be set at \$ ____ (\$ ____ /month). Thereafter, and during any Option Term, Lessee agrees to pay Rent based on a fixed monthly lease rate established by professional appraisal consistent with the requirements of Chapter 3.38 of the WMC and the provisions below. Rent shall be payable in advance on the first day of each calendar month without notice on demand. In the event any payment of Rent shall not be paid on, or before, five (5) days following the due date as provided in this section, the delinquent amount shall be due together with interest accruing at the rate of eight percent (8%) daily from the due date until the date of the payment. Rent shall not be withheld in whole or in part because of an offset or counterclaim by the Lessee.

(b) **FAIR MARKET VALUE (FMV) ADJUSTMENT.** The annual Rent payment shall be adjusted on [XX/XX/XXXX] and on the same date every five (5) years thereafter (hereinafter each “Rental Adjustment Date”) [, and for any Option Term]. The adjusted annual Rent payment to be paid under the terms of this Lease shall be the appraised FMV of the Leased Premises as determined by an appraisal; provided, however in no case shall the adjusted annual Rent be less than the rate in effect on the day prior to the Rent Adjustment Date. If the appraisal is accepted, the adjusted Rent will be calculated effective January 1st. If the appraisal is rejected, the Objection Procedure in subsection 4(b)(i) will be followed. The cost of the initial appraisal shall be paid by the Lessee, which shall be paid no more than one (1) year after the appraisal is completed.

(i) **PROCEDURE FOR APPRAISAL RENT ADJUSTMENTS.** To adjust the Rent as of any successive Rental Adjustment Date, the Lessor shall retain an independent State of Alaska certified Member Appraisal Institute (hereinafter “MAI”) appraiser, who shall determine the FMV of the Leased Premises. The appraiser’s report shall be delivered to Lessee not less than ninety (90) days before the Rental Adjustment Date. The appraiser’s determination of FMV of the Leased Premises shall constitute a final binding determination of the FMV and the adjusted annual Rent rate until the next Rental Adjustment Date, unless Lessee objects to Lessor’s appraiser’s determination of the FMV.

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a. Objection Procedure. If the Lessee(s) object(s) to the Lessor's appraiser's determination of the FMV, Lessee shall give written notice to the Lessor of their objection not less than thirty (30) days after receipt of the appraiser's report, and Lessee(s) shall then engage an independent State of Alaska certified MAI appraiser at Lessee's expense to make an appraisal of the Fair Market Rental Value.

If Lessee's appraisal determines a FMV that varies from that determined by the Lessor's appraisal by no more than twenty percent (20%), then the adjusted Rent rate shall be the average of the rental rates determined by the two appraisals. If Lessee's appraisal determines a FMV that varies from the Lessor's appraisal by more than twenty percent (20%), then, unless the Lessor and Lessee(s) agree(s) on a rate themselves, the adjusted annual Rent rate of the Leased Premises shall be determined in accordance with the Arbitration Clause contained in this Lease.

Notwithstanding the above, the exercise by either the Lessor or the Lessee(s) of the Objection Procedure relating to the Rent adjustment described in this section shall not postpone Lessee's obligation to pay Rent at the rate established by the Lessor. Lessee(s) shall pay the amount of Rent established or adjusted by the Lessor until the question of objection to the adjusted Rent rate is finally resolved. At such time the objection to the adjusted Rent rate is resolved, an appropriate credit or adjustment shall be made retroactive to the date of the adjusted Rent rate was established by the Lessor or in cases where the Lessor failed to obtain an appraisal or deliver the appraisal report to the Lessee, to the Rental Adjustment Date.

If, for any reason, the Lessor does not complete the appraisal or deliver a copy of the appraisal report to Lessee at least ninety (90) days before the Rental Adjustment Date, the Lessor may proceed to complete the appraisal or deliver a copy of the appraisal report to the Lessee at any time thereafter. However, any such adjusted annual Rent rate shall not be effective until the quarterly payment due date immediately following the date of the Lessor delivers the appraisal report to Lessee(s).

(d) CONSUMER PRICE INDEX (CPI) ADJUSTMENT. Notwithstanding anything to the contrary herein, the annual Rent payment shall be increased beginning January 1st in an amount that reflects the increase, if any, in the cost of living for the previous full year as stated in the Consumer Price Index, All Urban Consumers, Anchorage, Alaska Area, All Items 1967=100 (hereinafter "CPI"), as published by the United States Department of Labor, Bureau of Labor Statistics for the most recent period. In no event shall the Rent be less than the Rent in effect for the previous year. If the CPI is revised or ceases to be published, the Lessor shall instead use such revised or other index as most nearly approximates the CPI for the relevant period and make whatever

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adjustment in its application as may be necessary, in the Lessor's sole discretion, to accomplish as nearly the same result as if the PCI had not been revised or ceased to be published.

4. Use of Premises. –

(a) The Premises shall only be used for [DESCRIPTION OF PURPOSE] and for no other purpose without Landlord's prior written consent.

(b) Tenant covenants and agrees as follows:

(i) To not abandon or leave the Premises vacant (after the initial opening of Tenant's business at the Premises, the failure to open the Premises to the public for business for ten (10) continuous calendar days shall be deemed an abandonment);

(ii) To keep and use the Premises in a lawful manner in accordance with the terms of this Lease and not make or permit any use of the Premises which may be dangerous to persons or property;

(iii) To prevent the Premises from being used in any way that will injure the reputation of the same or of the Premises of which it is a part, or that may cause a nuisance, annoyance, inconvenience, or damage to the other tenants of the Premises or of the neighborhood;

(iv) To abide by (and ensure that all persons entering and/or occupying the Premises at Tenant's request or with Tenant's permission, abide by) all rules and regulations that Landlord may establish from time to time with respect to signs, with respect to the management, safety, care and cleanliness of the Premises, and with respect to the common areas, parking areas, driveways, improvements and sidewalks of and around the Premises;

(v) Not to bring or permit its customers, guests or invitees to bring pets or animals of any kind into the Premises at any time, whether animal belongs to Tenant or Tenant's customers, guests or invitees, except as required by A.D.A.;

(vi) Not to smoke or permit its customers, guests or invitees to smoke cigarettes, cigars, pipes, or any other smoking device on the Premises at any time;

(vii) To not commit waste upon the Premises;

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- (viii) To not overload any floor;
 - (ix) To not use any apparatus, machinery or device in or about the Premises that will cause any substantial noise or vibration or create unreasonable disturbance to any tenants in the Premises;
 - (x) To not attach any locks or similar devices to any door or window without Landlord's prior written consent;
 - (xi) To not conduct any industrial, manufacturing or processing activity in or on the Premises without the written consent of Landlord;
 - (xii) To not permit or advertise any fire, stock elimination, liquidation, closing out, bankruptcy or similar sales or promotions in or about the Premises;
 - (xiii) To not obstruct the sidewalks or parking lot or use them for business or display purposes except as specifically agreed to by Landlord in writing;
 - (xiv) To not place or permit any radio or television antenna, loud speaker, sound amplifier or other phonographic or similar device on or about the exterior of the Premises or at any place where it may be heard or seen from outside the Premises; and
 - (xv) To not use, operate or install any electrical or mechanical equipment, machinery or mechanical devices in the Premises except with Landlord's prior written consent and then, in accordance with the highest standards applicable to the use, operation or installation of said equipment, machinery or devices generally recognized by the profession or industry in which Tenant is engaged.
- (c) Tenant covenants and agrees not to use or occupy or suffer or permit said Premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public or government authority (including the City of Whittier) or contrary to the provisions of Landlord's hazard insurance policy. If Tenant's use of the Premises causes an increase in the premiums for Landlord's hazard insurance, Tenant shall, on demand, reimburse Landlord for the full amount of any such increase.
- (d) Upon the commencement of the term of this Lease, Tenant shall proceed with due diligence to open for business at the Premises and shall thereafter continuously, actively and diligently operate its said business on the whole of the

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Premises, in a high-grade and reputable manner, maintaining staff and/or inventory necessary to operate Tenant's business in full capacity, during business hours, as hereinafter defined, throughout the term of this Lease, unless prevented from so doing by force majeure or other contingencies beyond the control of Tenant. "Business hours" shall mean those hours during which Tenant customarily keeps its other stores open for business or, if Tenant has no other stores, those hours customarily maintained by other businesses similar to Tenant's; but in no event shall Tenant be required to keep the Premises open for business on Sunday or on a legal holiday; and in no event shall Tenant be prohibited, in any case, from keeping the Premises open for business during such additional days or additional hours as Tenant shall elect.

(e) Any and all common areas and facilities in or about the Premises shall be subject to the exclusive control and management of Landlord. Landlord shall have the right to construct, maintain and operate lighting and other improvements on said areas, to change the area, level, location and arrangement of all common areas and facilities and to temporarily close the common areas.

(f) Continuous Operation; Landlord's Recapture Right. If, at any time during the term of the Lease, Lessee fails to satisfy the Operating Condition (defined below), for reasons other than Excused Closure (defined below), and such failure continues for six (6) consecutive months or more during a calendar year, then upon notice from Lessor to Lessee at any time thereafter (provided that the Operating Condition remains unsatisfied), Lessor shall have the right to terminate the Lease and to recapture the Leased Premises, without payment to Lessee, effective upon the date set forth in Lessor's termination notice (but not sooner than 30 days after the date of the termination notice).

The term "Operating Condition" shall mean and require that the entire Leased Premises is being continuously operated and regularly open for business to the general public as [INSERT PERMITTED USE] in accordance with the Lease, at least on [such days and at such times that similarly situated businesses are open and operating].

The term "Excused Closure" shall mean (i) periods of construction, alterations, renovation, remodeling and repair of the Premises undertaken in accordance with this Lease (including repairs and restoration following damage or destruction due to fire or other casualty) provided that Lessee (A) prosecutes such work to completion with reasonable diligence, and (B) exercises its reasonable efforts to minimize the length of time of such closure; (ii) periods when Lessee cannot practicably operate its business in the Premises as a consequence of force majeure; and (iii) additional periods, not to

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exceed four (4) days in any Lease Year, when Lessee in its sole discretion elects not to operate its business in the Leased Premises.

5. Security Deposit; Personal Guaranty. --

(a) As consideration for Landlord's execution of this Lease, Tenant shall, upon Tenant's execution of this Lease, pay Landlord the sum of \$_____ (_____ dollars). Provided that Tenant receives possession of the Leased Premises, to secure the faithful performance by the Tenant of all the terms, covenants, and conditions of this Lease. If Tenant is in default, Landlord can, but is not required to, use the security deposit or any portion of it to cure the default or to compensate Landlord for any damage (including Landlord's own expenses) sustained by Landlord resulting from Tenant's default. Upon demand, Tenant shall then immediately pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord so as to restore the security deposit to the amount initially held by Landlord for that purpose. If Tenant is not in default at the expiration or termination of this Lease, Landlord shall return the security deposit to Tenant.

(b) In the event of a sale of the property of which the Premises are a part, Landlord shall have the right to transfer the security deposit to the purchaser to be held by the purchaser under the terms of this Lease and, in such event, Landlord shall be released from all liability for the return of the security deposit.

(c) Landlord's obligations with respect to the security deposit are those of a debtor and not a trustee, and Landlord can commingle the security deposit with Landlord's general funds. Landlord shall not be required to pay Tenant interest on the deposit.

(d) Tenant may not assign or encumber the money deposited as security, and Landlord shall not be bound by any such assignments or encumbrances

(e) [Add If Tenant is not an Individual - Tenant shall sign the Personal Guaranty of Lease attached hereto as Exhibit B (the "Personal Guaranty of Lease"). The Personal Guaranty of Lease shall continue in full force and effect for the entire term, and extended term if applicable, of the Lease.]

6. Taxes and Increased Taxes.

(a) Tenant shall be responsible for and shall pay, before delinquency, all municipal or state taxes assessed and levied during the term of this Lease, or any

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extended term, against its leasehold interest or personal property, owned by or placed in, upon or about the Premises by the Tenant.

(b) Tenant shall pay to Landlord, as additional rent, a pro rata share of all real estate taxes, if any, that are in excess of the amount of taxes levied against the Premises and its common areas and parking areas during the Base Year [REDACTED]. Landlord agrees to provide the Base Year tax information, with adjustments, promptly after such information is received from the taxing authority ("the Municipality"). Tenant's pro rata share of the excess real estate taxes shall be paid or reimbursed by Tenant to Landlord in annual or other periodic payments promptly after the date on which Landlord has paid or ascertained the amount of excess taxes due. If Landlord has not notified Tenant of the amount of the excess taxes prior to the expiration of six months after Landlord has sufficient information to ascertain the amount, then Landlord shall be deemed to have waived its right to collect excess taxes for the subject year.

(c) Tenant's pro rata share of excess real estate taxes under subsection 6(b) shall be computed on a square-foot basis with the square feet of the Premises being compared to the Net Rentable Area of the Premises. The parties agree that the Net Rentable Area of the Premises is [REDACTED] square feet and that the Premises have [REDACTED] square feet. Tenant's calculated percentage is [REDACTED].

7. Utilities/Services. --

(a) Tenant covenants and agrees to arrange with the appropriate utility and pay for gas, electricity, janitorial, internet, telephone, and other required services, except as provided in (b) below to the Premises. Gas and electric shall be separately metered for the Premises.

(b) Landlord will provide refuse service, common area lighting, parking lot sweeping and snow removal, and landscape and ground maintenance, at no additional charge to Tenant. In no event shall Landlord be liable for an interruption or failure in the supply of any such utilities or services to the Premises. Landlord shall not be liable under any circumstances for loss of or injury to persons or property, however occurring, through or in connection with or incidental to the furnishing of the foregoing; nor shall such failure relieve Tenant from the duty to pay the full amount of rent therein or constitute or be construed as a constructive eviction of Tenant.

(c) Tenant covenants and agrees that the refuse service is intended for building generated refuse only. No "off-site" refuse disposal will be permitted.

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(d) Failure to pay utility charges when due shall constitute a default under this Lease. In the event that Tenant defaults on payment of any utility bill, in addition to any other remedy that Landlord may have at law or otherwise, Landlord has the right, at its option, to pay the delinquent charge and invoice the same to Tenant. Any amounts so paid by Landlord shall be payable by tenant within five (5) days after invoice by Landlord and shall bear interest at the maximum rate allowable by law.

(e) Tenant's responsibility for utilities shall commence on the Commencement Date of this Lease.

8. [Parking Area. --

(a) Landlord agrees to provide, during the term of this Lease, a parking area for the Premises that meets the minimum applicable requirements of the Municipality's zoning ordinances. Landlord may make changes in the parking layout from time to time without any obligation to compensate Tenant therefor.

(b) No charge shall be made for vehicle parking.

(c) Landlord shall have the right to close, from time to time, any or all portions of the parking area or areas to such extent as may, in the opinion of Landlord's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights therein to any person or to the public.

(d) Tenant agrees to cause its employees to park only in such places as provided and designated by Landlord for employee parking.

(e) Tenant agrees to abide by all reasonable rules and regulations Landlord may from time to time promulgate relating to the use of the parking areas.]

9. Alterations. --

(a) Acceptance of Premises. -- Tenant hereby acknowledges that Tenant has inspected the Premises and accepts them in their current AS IS condition. Landlord shall not be obligated to construct, install or make any improvements, additions, alterations or changes to the Premises.

(b) Alterations by Tenant. -- Tenant shall not make any alterations, additions or improvements in or to the Premises without the prior written consent of Landlord, which consent may be subject to such conditions as Landlord may deem

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appropriate in its sole discretion. Any such alterations, additions or improvements consented to by Landlord shall be made at Tenant's sole cost and expense, shall be completed with due diligence in compliance with plans and specifications approved by Landlord, and shall be performed in a manner which will not interfere with the quiet enjoyment of the other tenants of the Premises. Tenant shall secure any and all governmental permits, approvals or authorizations required in connection with any such work, and shall defend and hold Landlord harmless from any and all liability, costs, damages, expenses (including attorney's fees) and any and all liens resulting therefrom. At the election of Landlord, upon the expiration or earlier termination of the Lease, all alterations, additions and improvements (and expressly including all light fixtures and floor coverings), except trade fixtures, appliances and equipment that do not become a part of the Premises, shall immediately become the property of Landlord without any obligation to pay therefor. Notwithstanding anything to the contrary contained herein, upon the expiration or sooner termination of this Lease, Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall forthwith and with all due diligence at its sole cost and expense, repair any damage to the Premises caused by such removal, which obligations shall survive the expiration or earlier termination of the Lease.

10. Maintenance of Premises. -- Tenant shall at all times throughout the Lease term at its sole cost and expense keep the Premises (including exterior doors and entrances, all windows and moldings and trim of all doors and windows) and all partitions, door surfaces, fixtures, equipment and appurtenances thereof (including lighting and plumbing fixtures) within the Premises in good working order, condition and repair, damage by unavoidable casualty excepted (but not excluding damage from burglary or attempted burglary of the Premises). Without limiting the generalities thereof, Tenant shall keep the glass of all windows and doors clean; replace immediately all broken glass in the Premises; keep all plumbing clean and in good state of repair including pipes, drains, toilets, faucets, basins and those portions of the heating and air conditioning system within the walls of the Premises; perform or pay for the performance of all minor plumbing repairs including, without limitation drain clearing and cleaning, toilet malfunctions, and faucet and water line drips and leaks; replace as necessary all light bulbs, light tubes and light ballasts in the Premises; maintain and replace the ceiling tiles and ceiling supports in the Premises, and complete any other repairs and/or maintenance to comply with the terms of this provision.

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If Tenant fails to keep and preserve the Premises as set forth above, Landlord may, at its option, put or cause the same to be put in the condition and state of repair agreed upon and in such case, upon receipt of written statements from Landlord, Tenant shall promptly pay the entire cost thereof as additional rent. Landlord shall have the right, without liability, to enter the Premises for the purpose of making such repairs upon the failure of Tenant to do so.

Tenant agrees that it will not go onto the roof of the Premises without Landlord's prior written consent, and Tenant will not authorize any person to go onto the roof of the Premises without Landlord's prior written consent. Tenant acknowledges and agrees that Landlord's consent will be given only upon Landlord's satisfaction that any repairs necessitated as a result of Tenant's action will be made by Tenant at Tenant's expense and will be made in such a manner so as not to invalidate any guarantee relating to the roof.

Landlord agrees to maintain and repair the rooftop heating, ventilation and air conditioning ("HVAC") units and equipment and such maintenance and repair shall be at Landlord's sole cost; provided, however, that if the need for HVAC maintenance and repair has been caused by Tenant's acts, negligence or omissions, or is attributable to damage resulting from Tenant's business, Tenant shall reimburse Landlord for the costs thereof and reimbursement shall be made promptly after Landlord has invoiced Tenant for such costs.

Landlord shall keep the roof, exterior walls (not including windows, which shall be the responsibility of Tenant), foundations and building structure of the Premises in a good state of repair, and shall accomplish such repairs as may be needed promptly after receipt of written notice from Tenant. Should such repairs be required by reason of Tenant's acts, negligence or failure to act, or the acts or failure to act of Tenant's employees or business invitees, Tenant shall promptly pay Landlord for the cost thereof as additional rent. Tenant shall immediately inform Landlord of any necessary repairs and Tenant shall make none of such repairs without Landlord's prior written consent.

Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance required of Landlord hereunder unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as otherwise specifically provided herein, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business or property arising from the making of any repairs, alterations or improvements in or to any portion of the Premises, or in or to fixtures, appurtenance and equipment therein. Landlord shall not be liable to Tenant or to those claiming by, through

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or under Tenant for any loss or damage that may arise from acts or omissions of other tenants or persons occupying other portions of the Premises. Landlord shall not be liable to Tenant or any person for any injury, death, loss, property damage (including damage to merchandise, inventory or fixtures) or other damage that is caused by any defect in the Premises or by the surrounding area or by any equipment, machinery, utilities, appliances, apparatus in on or about the Premises or the surrounding area or is caused by the bursting, breakage, leaking or overflow of any water, gas, sewer or steam pipe or by theft, or by act of any third party.

11. Surrender of Premises. -- At the expiration or sooner termination of this Lease, Tenant shall return the Premises to Landlord in the same condition in which received (or, if altered by Landlord or by Tenant with the Landlord's consent, then the Premises shall be returned in such altered condition), reasonable wear and tear excepted. Tenant shall, at its own expense, have the Premises professionally cleaned, including without limitation the carpet, fixtures, walls and glass, at the termination or expiration of this Lease. Tenant shall remove all trade fixtures, appliances and equipment that have not become a part of the Premises and all alterations that Landlord designates to be removed and Tenant shall restore the Premises to the condition they were in prior to the installation of said items. Tenant's obligation to perform this covenant shall survive the expiration or termination of this Lease. In the event Tenant fails to fulfill the requirements of this Section 11, Tenant shall be liable to Landlord for Landlord's costs for storage, removal and disposal of Tenant's personal property, fixtures, appliances and equipment.

12. Indemnification. -- Tenant agrees to protect, defend, indemnify, and save harmless Landlord from and against any and all claims, demands and causes of action of any nature whatsoever, and any expenses incident to defense of and by Landlord therefrom, for injury to or death of persons or loss of or damage to property occurring on or about the Premises, or in any manner arising out of Tenant's use and occupation of the Premises, or the condition thereof, during the term of this Lease. Tenant shall procure and maintain commercial general liability insurance on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) in the general aggregate. However, Landlord may reasonably require that these limits be increased during the term of this Lease in accordance with customary standards to cover adequately the risks involved for the type of business being operated on the Premises. Landlord shall have the right to require Tenant to obtain additional insurance in such types, and in such amounts, as Landlord may reasonably request during the Term. The insurance policy shall be issued by companies authorized to do business in Alaska and shall name Landlord as an additional insured. The policy shall also provide that it may not be canceled or reduced except upon ten (10) days' prior written notice to Landlord. Tenant shall furnish copies of certificates

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evidencing insurance coverage of the Premises to Landlord upon demand, and if there is no demand, with the first monthly rental payment of every calendar year.

Tenant's obligation to procure and maintain public liability insurance is not in derogation of, or in substitution for, Tenant's obligation to protect, defend, indemnify, and save Landlord harmless under this provision, it being understood that Tenant's obligation is not dependent upon or limited to the amount or availability of insurance proceeds.

13. Hazard Insurance. -- Landlord has procured and will maintain fire and extended insurance insuring the interest of Landlord in the Premises. Tenant, if it desires hazard insurance coverage of Tenant's interest in the Premises, and coverage of Tenant's personal property, merchandise, inventory, and fixtures and the personal property of others located on the Premises, shall be responsible for procuring and maintaining such insurance coverage at Tenant's expense. It is not the intent of either party to this Lease to make the other party an additional insured, an implied co-insured, or a third-party beneficiary insured, of the insurance coverage of the other party under this Section 13 of this Lease.

14. Liens. -- Tenant will not permit any mechanics', laborers' or materialmen's liens to stand against the Premises or improvements for any labor or materials furnished to Tenant or claimed to have been furnished to Tenant or to Tenant's agents, contractors, or sublessees, in connection with work of any character performed or claimed to have been performed on said Premises or improvements by or at the direction or sufferance of Tenant; provided, however, that Tenant shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of such contest, Tenant shall give to Landlord reasonable security as may be demanded by Landlord to ensure payment thereof and prevent any sale, foreclosure or forfeiture of the Premises or improvements by reason of such nonpayment. Such security need not exceed one and one-half times the amount of such lien or such claim of lien or Tenant may record the bond contemplated by Alaska Statute § 34.35.072. Tenant will immediately pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Tenant's own expense.

15. Condemnation. -- If all of the Premises or such portions of the Premises as may be required for the reasonable use of the Premises, are taken by eminent domain, this Lease shall automatically terminate as of the date Tenant is required to vacate the Premises and all rentals shall be paid to that date. In case of a taking of a part of the Premises, or a portion of the Premises not required for the reasonable use of the Premises, then this Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the floor area of the Premises is

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reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Landlord reserves all rights to damages to the Premises for any right taking by eminent domain, and Tenant hereby assigns to Landlord any right Tenant may have to such damages or award, and Tenant shall make no claim against Landlord for damages for termination of the leasehold interest or interference with Tenant's business. Tenant shall have the right, however, to claim and recover from the condemning authority compensation for any loss to which Tenant may be put for Tenant's moving expenses and for the interruption of or damage to Tenant's business, provided that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as part of the damages recoverable by Landlord.

16. Quiet Enjoyment. -- Provided Tenant is not in default hereunder, Landlord covenants that Tenant shall have peaceful and quiet enjoyment of the Premises and Landlord will warrant and defend Tenant in the peaceful and quiet enjoyment of the Premises.

17. Notices. -- Any notice, request or demand required or permitted hereunder shall be deemed effective when delivered personally, or three (3) days after it is sent by certified or registered mail, postage prepaid, to the following addresses:

Landlord: CITY OF WHITTIER
P.O. Box 608
Whittier, Alaska 99693

Tenant: [ENTITY NAME]
[MAILING ADDRESS]

18. Default. -- Tenant shall be in default under this Lease if, at any time during the term of this Lease, (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, in law, in equity or before any administrative tribunal, which have or might have the effect of preventing Tenant from complying with the terms of this Lease)

(a) Tenant fails to make payment of any installment of rent or of any other sum herein specified to be paid by Tenant, and Tenant fails to cure such nonpayment within seven (7) days after written notice thereof from Landlord to Tenant;

(b) Tenant fails to observe or perform any of Tenant's other covenants, agreements or obligations hereunder, and Tenant does not cure said failure within ten (10) days after written notice thereof from Landlord to Tenant; or

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(c) Tenant files a Petition for an Arrangement or for Relief under Chapter 11 of the Bankruptcy Code, 11 U.S.C. § 101, et seq., or Tenant --

(i) is, without further possibility of appeal or review, adjudicated a bankrupt or insolvent; or

(ii) has a receiver or a Trustee appointed for all or substantially all of its business or assets on the ground of Tenant's insolvency; or

(iii) has itself appointed as debtor-in-possession in a proceeding for a reorganization or an arrangement; or

(iv) files a petition, or a petition is filed, seeking any relief under the Bankruptcy Code of the United States, or any other act of the United States or any state having the same general purposes; or

(v) makes an assignment for the benefit of its creditors.

In the event of a default, Landlord shall have the option to terminate this Lease or terminate Tenant's right to possession of the Premises, without terminating this Lease. Upon such termination of this Lease or termination of Tenant's right to possession of the Premises, Tenant hereby covenants to peaceably and quietly yield up and surrender to Landlord the Premises and all structures, building, improvements and equipment located thereon, and to execute and deliver to Landlord such instrument or instruments as shall be required by Landlord as will properly evidence termination of Tenant's rights hereunder or its interest therein.

Upon the termination of this Lease or termination of Tenant's right to possession of the Premises, Landlord shall have the right to repossess the Premises and such structures, buildings, improvements and equipment, either without the process of law or through any form of suit or proceeding, as well as the right to sue for and recover all rents and other sums accrued up to the time of such termination, and damages arising out of any breach on the part of Tenant, including Landlord's expenses of reletting the Premises, Landlord's costs of repairing, redecorating or altering the Premises for a new tenant, and damages for rent not then accrued. Landlord shall also have the right, without resuming possession of the Premises or terminating this Lease, to sue for and recover all rents and other sums, including damages, at any time and from time to time accruing hereunder.

19. Costs Upon Default. -- In the event either party shall be in default in the performance of any of its obligations under this Lease and an action shall be brought for

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the enforcement thereof, the defaulting party shall pay to the other all the expenses incurred therefor, including reasonable attorneys fees

In the event either party shall without fault on its part be made a party to any litigation commenced by or against the other, then such other party shall pay all costs and reasonable attorney's fees incurred or paid by such party in connection with such litigation.

20. Rights or Remedies. -- Except insofar as this is inconsistent with or contrary to any provision of this Lease, no right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

21. Waiver and Forbearance. -- Except to the extent that Landlord may have otherwise agreed in writing, no waiver by Landlord of any breach by Tenant of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation. Nor shall any forbearance by Landlord to seek a remedy for any breach of Tenant be deemed a waiver by Landlord of its rights or remedies with respect to such breach.

22. Inspection and Notices. -- Landlord and Landlord's employees and agents shall at all reasonable times during Tenant's business hours have access to the Premises for the purpose of inspecting, repairing, altering, and/or improving the Premises and/or Building and for the purpose of posting notices of non-responsibility for liens. Landlord shall not unreasonably interfere with Tenant's use of the Premises. Nothing contained herein shall be deemed to impose any obligation on Landlord not expressly stated elsewhere in this Lease. Landlord shall further have the right to enter the Premises during normal business hours for the purpose of showing the Premises to prospective purchasers of the Building and during the six months prior to the expiration or sooner termination of this Lease, Landlord shall have the right to enter the Premises during normal business hours to show the Premises to prospective tenants. Not more than ninety (90) days prior to the end of the term hereof, Landlord may post a "For Rent" or "For Lease" sign in the Premises.

23. Successors in Interest. -- This Lease shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

24. Assignment or Subletting. -- Except as set forth in this Section, Lessee(s) may not assign or sublet the Leased Premises, or any part thereof, without the prior

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written consent of Lessor to such subletting or assignment. Lessee's request to assign or sublease must be in writing and must show the name and address of the proposed assignee or sublessee, as well as the financial history and operating plan of said assignee or sublessee. Any assignment or subletting without Landlord's written consent shall be absolutely void, not just voidable, and, at Landlord's election, shall constitute a default. If Tenant is not a natural person, the term "assignment" shall include, but not be limited to, any change in the structure of or the ownership of Tenant whereby ownership or control of the affairs of Tenant is transferred to persons other than those exercising such control on the Commencement Date. No assignment shall be approved unless the rental rate is at or above the fair market value for the Leased Premises at the time the assignment is executed.

If Tenant requests Landlord to consent to a proposed assignment or subletting, Tenant shall reimburse Landlord, whether or not consent is ultimately given, for any legal fees or other expenses Landlord incurs in connection with such request.

25. Destruction of Premises. -- If the Premises shall be destroyed or rendered untenable, either wholly or in part, by fire or other casualty, Landlord may, at its option, restore the Premises to their previous condition, and in the meantime the monthly rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole thereof; but unless Landlord, within thirty (30) days after the happening of any such casualty, shall notify Tenant of its election to so restore the Premises, this Lease shall thereupon terminate and end. If Landlord elects to restore the Premises under this Section, Landlord must do so within a reasonable time not to exceed ten (10) months of the notice of its intention to so restore.

If Premises shall be destroyed or damaged by fire or other casualty insured against under Landlord's fire and extended coverage insurance policy to the extent that more than fifty percent (50%) thereof is rendered untenable, or in the case of which the Premises is a part shall be materially destroyed or damaged by any other casualty other than those covered by such insurance policy, notwithstanding that the Premises may be unaffected directly by such destruction or damage, Landlord may, at its election, terminate this Lease by notice in writing to Tenant within sixty (60) days after such destruction or damage. Such notice shall be effective thirty (30) days after receipt thereof by Tenant.

26. Subordination and Nondisturbance Agreement. -- This Lease shall be subject and subordinate to the lien of any present or future mortgage or mortgages upon the Premises or any property of which the Premises are a part, irrespective of the time of execution or the time of recording of any such mortgage or mortgages, provided that the holders of such mortgages shall enter into written agreements with Tenant to the effect

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that in the event of foreclosure or other action taken under any mortgage by the holders thereof, this Lease and the rights of Tenant hereunder, including, but not limited to, the license of Tenant to use the parking areas, access roads and other common areas and facilities and other appurtenances to the Premises, shall not be disturbed, but shall continue in full force and effect so long as Tenant shall not be in default hereunder. The word "mortgage" as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, extensions, renewals and replacements thereof, and any and all advances thereunder.

27. Holding Over. -- If Tenant shall, with or without the consent of Landlord or Landlord's agent, hold over after the expiration of the terms of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the State of Alaska. During such tenancy, Tenant agrees to pay to the Landlord rent equal to one hundred twenty percent (125%) of the current rent as set forth herein, unless a different rate is agreed upon, and to be bound by all of the terms, covenants and conditions as herein specified, as far as applicable.

28. Tax on Rentals. -- If any governmental authority shall in any manner levy a tax on rental payable under this Lease or rentals accruing from use of property, or a tax in any form against Landlord measured by income derived from the leasing or rental of the Premises, such tax shall be paid by Tenant either directly or through Landlord; provided, however, that Tenant shall not be liable to pay any net income tax imposed on Landlord, if any.

29. Advertising, Signage. -- Tenant shall not post, place or in any manner display any sign, notice, picture, placard or poster, or other advertising matter whatsoever, anywhere in or about the Premises at places visible (either directly or indirectly as an outline or shadow on a glass pane), from anywhere outside the Premises without first obtaining Landlord's written consent. Any consent by Landlord shall be upon the understanding and condition that any approved signage will be at Tenant's sole cost and expense, Tenant will remove the same at the expiration or sooner termination of this Lease and Tenant shall repair any damage to the Premises resulting from the signage or its removal, which obligation shall survive the expiration or termination of this Lease. Tenant shall comply with all ordinances of the City of Whittier with respect to any authorized signage.

30. Estoppel Certificates. -- Tenant shall, from time to time, within ten (10) days of Landlord's written request, execute, acknowledge and deliver to Landlord or its designee a written statement stating: the date this Lease was executed and the date it

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expires; the date Tenant entered into occupancy of the Premises; the amount of minimum monthly rental and the date to which such rental has been paid; and certifying: that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way (or specifying the date of agreement so affecting this Lease): that this Lease represents the entire agreement between the parties as to this leasing; that, to Tenant's knowledge, all conditions under this Lease to be performed by the Landlord have been satisfied, including, but without limitation, all co-tenancy requirements: that, to Tenant's knowledge, all required contributions by Landlord to Tenant on account of Tenant's improvements have been received; that on this date Tenant has no knowledge of any existing defenses or offsets which the Tenant has against the enforcement of this lease by the Landlord; that no rental has been paid in advance; and that no security has been deposited with Landlord (or, if so, the amount thereof). The parties intend that a prospective purchaser of Landlord's interest, a mortgagee of Landlord's interest, or an assignee of a mortgage upon Landlord's interest in the Premises may rely upon a statement delivered pursuant to this Section. If Tenant shall fail to respond within thirty (10) days after receipt by Tenant of a written request from Landlord as herein provided, Tenant shall be deemed to have given such statement as above provided without modification, and shall be deemed to have admitted the accuracy of any information supplied by Landlord with regard to the commencement and expiration date of this Lease, the date Tenant entered into occupancy of the Premises, the amount of Tenant's monthly rental, and the date to which such rent has been paid.

31. Americans With Disabilities Act. -- Landlord and Tenant agree that as allowed by 28 C.F.R. 36.201(b), Tenant shall be responsible for all compliance responsibility under the Americans with Disabilities Act (42 U.S.C. 12101 et. seq.) related to Tenant's use and occupancy of the Premises. Tenant agrees to indemnify and hold Landlord harmless from any claim, demand action or liability, either by a private person or a governmental entity, under said Act due to failure to comply with the terms of said Act. The provisions of this Section shall survive termination of this Lease.

32. Hazardous Waste. --

(a) Tenant shall not store, use, or dispose of any Hazardous Materials in, on, or about the Premises except in accordance with all city, state and federal laws and regulations. For purposes of this section, "Hazardous Materials" means oil, petroleum, petroleum products or byproducts and any substance, waste or material defined or designated as hazardous or toxic by any applicable federal, state or local statute, regulation or ordinance or determined by federal, state or local governmental authority to be capable of posing a risk of injury to health, safety or property. Landlord

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shall have the right, but not the obligation, to inspect the Premises regarding Tenant's compliance with this section.

(b) Tenant shall be responsible for payment of any and all clean-up costs arising from any contamination of the Premises due to the acts or omissions of Tenant, its officers, agents, contractors or employees. In the event that Tenant fails to comply with any law, regulation or ordinance or any governmental order for clean-up, Landlord may, at its option, cure Tenant's default and all costs incurred by Landlord in doing so (including reasonable attorney's fees) shall be deemed additional rent hereunder and Tenant shall pay said costs within ten (10) days of Landlord's demand.

(c) Tenant shall indemnify, defend and hold Landlord harmless from and against any and all losses, fines, damages, clean-up expenses, penalties, and claims of every kind to the extent that the same result from or are related to Tenant's violation of this Section.

(d) This Section and the parties' obligations hereunder shall survive the termination or expiration of this Lease.

33. Arbitration Clause. The disputes arising under the terms of this Lease, except for disputes relating to or concerning the payment or non-payment of any Rent, additional rent or other amounts due under the Lease (and/or the enforcement of remedies relating to such payment or non-payment issues) shall be subject to arbitration. Such arbitration ("Arbitration") shall be in accordance with the Arbitration Rules for the promulgated by the American Arbitration Association as then in effect, each party to appoint one arbitrator and those two arbitrators to appoint a third arbitrator. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof, subject, however, to the provisions of AS 09.43.010 et seq. (the "Alaska Uniform Arbitration Act") which are not in conflict with said Rules; provided, however, if such Association is not then functioning or such Rules are not then in effect, Arbitration shall be conducted in accordance with the requirements of the Alaska Uniform Arbitration Act, or such other provisions of the statutory laws of the State of Alaska as may be enacted in lieu of the Alaska Uniform Arbitration Act, one arbitrator to be appointed by each of the parties hereto, and those two arbitrators to promptly appoint a third arbitrator. All such arbitration proceedings shall take place in Anchorage, Alaska. In any such arbitration proceeding, each party shall have full access to the books and' records of the other party and the power to call for testimony any employee, agent or officer of any other party and all other rights to discovery afforded under the then applicable Alaska Rules of Civil Procedure or rules or laws applicable to Alaska Superior Court proceedings adopted in lieu thereof, shall be applicable, all of which shall be fully enforceable by the arbitrators

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or, if they fail to effect such enforcement, by the Superior Court of the State of Alaska at Anchorage, Alaska.

34. General. --

(a) The title to sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(b) This Lease shall be construed and governed by the laws of the State of Alaska, without regards to conflicts of laws principals.

(c) This Lease at all times is subject to the requirements of the WMC, as the same may be amended from time to time; in the event of any inconsistency between the terms of this Lease, and the WMC, the WMC shall control.

(d) Time is of the essence under this Lease.

(e) Each party represents and warrants to the other party that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease and each party shall indemnify the other party against any loss, cost, liability or expense incurred by the non-indemnifying party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of the indemnifying party.

(f) This Lease together with **Exhibit A (Floor Plan), Exhibit B (Personal Guaranty)** contains all covenants and agreements between Landlord and Tenant relating in any manner to the rental, use and occupancy of the Premises and Tenant's use of the Premises and other matters set forth in this Lease. All negotiations statements, representations, warranties and assurances, whether oral or written, which are in any way related to the subject matter of this Lease and the performance of the parties hereto are merged and integrated into this Lease. The covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by Landlord and Tenant. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

(g) If a party to this Lease shall be prevented or delayed from performing any of its obligations under this Lease by reason of acts of war, labor unrest (including strikes and lockouts), shipping, manufacturing or contractor delays, acts of God or acts

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of governmental authorities, including court orders or other similar causes, and which conditions cannot be overcome by such party through the exercise of normal means and at a reasonable expense, then such failure to perform shall not be deemed a breach or default under this Lease, and the requirement to perform the obligation shall be suspended during such period of disability; provided, however, that nothing herein shall extend the time for making any payments of rent or other amounts owing hereunder.

(h) If Tenant is a corporation or limited liability company, Tenant shall deliver to Landlord on execution of this Lease a certified copy of a resolution or consent of its Board of Directors or Members as appropriate and applicable, authorizing the execution of this Lease and naming the officers or members that are authorized to execute this Lease on behalf of the corporation.

(i) It is understood and agreed that this Lease shall not be binding unless and until all parties have signed it.

(j) This Lease may not be modified nor amended except by a writing signed by both parties hereto, and any purported amendment or modification is without effect until reduced to a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals the day and year first hereinabove written.

LANDLORD:

TENANT:

CITY OF WHITTIER

[ENTITY NAME]

By: _____
Its: City Manager

By: _____
Its: _____

Date:

Date:

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EXHIBIT “A”

FLOOR PLAN

DRAFT

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EXHIBIT “B”

PERSONAL GUARANTY

THIS PERSONAL GUARANTY OF LEASE is given by _____, whose mailing address is _____ (“Guarantor”), to The City of Whittier, whose mailing address is _____ (“Landlord”), on the ____ day of _____, 202_.

Recitals

At Guarantor’s request, Landlord has entered into a Lease Agreement with _____ (“Tenant”), for the Premises consisting of approximately _____ square feet in the building which is situated on the following described real property:

[INSERT DESCRIPTION]

which Lease is dated the ____ day of _____, 202_ (“Lease”), and which Premises is described more particularly in the Lease; and

Landlord would not have entered into the Lease except for Guarantor’s request and the execution and delivery of this guaranty.

Agreement

In consideration of Landlord entering in the Lease with the Tenant, Guarantor agrees as follows:

1. *Guaranty.* Guarantor, for himself/herself and his/her legal representatives, guaranties the prompt payment when due, or whenever payment may become due under the terms of the Lease, of all payments of rent, additional rent, and all other charges, expenses and costs of every kind and nature, which are or may be due now or in the future under the terms of the Lease, any agreements or documents related to the Lease, or any other transaction between Landlord and Tenant directly or indirectly related to the Lease; and the complete and timely performance, satisfaction and observation of the terms and conditions of the Lease, rules and regulations and related obligations arising by reason of the Lease, required to be performed, satisfied or observed by Tenant.

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2. *Coverage of Guaranty.* This guaranty extends to all liability which the Tenant has or may have to Landlord by reason of matters occurring before the signing of the Lease by the parties or commencement of the term of the Lease or by matters occurring after the expiration of the term of the Lease by reason of removal of Tenant property, surrender of possession, or other matters. This guaranty extends to any successor, assignee, or subtenant of Tenant, to any extensions or renewals of the Lease, and to any term established by reason of the holdover of Tenant, an assignee or subtenant.

3. *Performance Guaranty.* If Tenant fails to perform, satisfy, or observe any term or condition of the Lease, rule or regulation, or related Lease obligation, Guarantor will promptly and fully do so in Tenant's place. Guarantor shall immediately pay, reimburse, and indemnify Landlord for all damages, costs, expenses, losses, and other liabilities arising or resulting from Tenant's failure to perform or satisfy the required terms, rules, and obligations.

4. *Waiver of Notices.* Without notice to or further assent from Guarantor, Landlord may waive or modify any term or condition of the Lease, rule or regulation, or related Tenant obligation; or compromise, settle, or extend the time of payment of any amount due from Tenant or the time of performance of any obligation of Tenant. Landlord may take these actions without discharging or otherwise affecting Guarantor's obligations.

5. *Lease Security.* This guaranty shall remain in full force and effect, and Guarantor remains fully responsible, without regard to any security deposit or other collateral for the performance of the terms and conditions of the Lease, or the receipt, disposition, application, or release of any security deposit or other collateral, now or hereafter held by or for Landlord.

6. *Unconditional obligations.* Guarantor's liability is direct, immediate, absolute, continuing, unconditional, and unlimited. Landlord shall not be required to pursue any remedies against Tenant or against any security deposit or other collateral as a condition to enforcement of this guaranty. Guarantor shall not be discharged or released by reason of the discharge or release of Tenant for any reason, including a discharge in Bankruptcy, receivership or other proceedings, a disaffirmation or rejection of the Lease by a trustee, custodian, or other representative in Bankruptcy, a stay or other enforcement restriction, or any other reduction, modification, impairment, or limitations of Tenant's liability or any remedy of Landlord. Guarantor assumes all responsibility for being and keeping himself/herself informed of Tenant's financial condition and assets, and of all other circumstances bearing upon the risk of nonperformance by Tenant under

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the Lease. Guarantor agrees that Landlord shall have no duty to advise Guarantor of information known to it regarding such circumstances or risks.

7. *Subordination of Subrogation Rights.* Guarantor subordinates all claims that he/she has or may have against Tenant by reason of subrogation for payments or performances under this guaranty or claims for any other reason or cause. Guarantor agrees not to assert any claim that he/she has or may have against Tenant, including claims by reason of subordination under this guaranty, until the payment and other of Tenant's obligations to Landlord are fully satisfied and discharged.

8. *Binding Effect.* This guaranty is binding upon Guarantor, his legal representatives and assigns, and is binding upon and shall inure to the benefit of Landlord, its successors and assigns. No assignment or delegation by Guarantor shall release him/her of his/her obligations under this guaranty. The term "Tenant" used in this guaranty includes also the first and any successive assignee or subtenant of Tenant.

9. *Modifications.* This guaranty may not be modified orally; it may only be modified by a writing signed by both Guarantor and Landlord. Modifications include any waiver, change, discharge, modification, or termination.

10. *Joint and Several Liability.* All guarantors shall be jointly and severally liable for all obligations under this guaranty

In witness whereof Guarantor has duly signed this guaranty on the date stated above.

GUARANTOR:

[INSERT NAME]