

**TEMPORARY LEASE
BETWEEN
CITY AND BOROUGH OF SITKA AND
COLASKA INC. D/B/A SECON, INC.,
FOR MUNICIPAL PROPERTY
AT GRANITE CREEK LEASE AREA
USING PRIOR AGREEMENT AS AMENDED**

CITY AND BOROUGH OF SITKA ("CBS"), of 100 Lincoln Street, Sitka, Alaska 99835, and COLASKA INC. d/b/a SECON, INC. ("SECON"), of 4000 Old Seward Highway Suite 101, Anchorage, Alaska 99503, agree to a Temporary Lease, under Sitka General Code 18.12.010(D), of municipal property at the Granite Creek Lease Area Site 7 using an amended version of the Agreement for Material Lease Of Municipally Owned Property, between CBS and SECON, dated, May 28, 2015 (the "Agreement") (copy attached) and the First Amendment to Lease, between CBS and SECON, dated August 25, 2017 (the "First Amendment") (copy attached).

The Parties agree to be subject to the terms and conditions of the Agreement, as amended by the First Amendment, and further amended as follows:

Section I.B.3 of the Agreement is deleted and replaced with the following: The term is "month to month," effective June 26, 2021. This Agreement may be terminated upon thirty (30) days written notice by either party, with or without cause, or as otherwise provided in this Agreement.

Section I.B.6 of the First Amendment is deleted and replaced with the following: Effective June 26, 2021, and on or before the first day of each calendar month thereafter during the term of the Temporary Lease, Lessee shall pay to CBS for rent for all 138,597 square feet of the lease area, the amount of Three Thousand One Hundred Eighteen and 43/100 Dollars (\$3,118.43) per calendar month, plus applicable sales tax. All monthly rent shall be paid to CBS at the address stated in the preamble. Rent for any partial calendar month shall be pro-rated at a daily rate of one thirtieth (1/30) of the monthly rent. The failure to make timely payment of any monthly rent payments shall constitute a default of the Temporary Lease by Lessee.

All terms and conditions set out in the original Agreement remains in effect during this Temporary Lease. This Temporary Lease was approved by the CBS Assembly on

_____.

CITY AND BOROUGH OF SITKA

By: John Leach
Its: Municipal Administrator

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this_____ day of _____, 2021, by John Leach, Municipal Administrator of the CITY AND BOROUGH OF SITKA, an Alaska home rule municipality, on behalf of the municipality.

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

**COLASKA INC.
d/b/a SECON, INC.**

By: Tim Dudley
Its: Assistant Secretary

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this_____ day of _____, 2021, by Tim Dudley, Assistant Secretary of COLASKA INC., d/b/a Secon, Inc., an Alaska corporation, on behalf of the corporation.

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