

After Recording Return To:

Municipal Clerk
City and Borough of Sitka, Alaska
100 Lincoln Street
Sitka, Alaska 99835

CONSENT TO ASSIGNMENT OF LEASE

City and Borough of Sitka, Alaska ("CBS" or "Owner"), of 100 Lincoln Street, Sitka, Alaska 99835, entered into the "Lease Agreement Between City And Borough of Sitka And April Wheldon and William Akan", dated May 15, 2017 ("Lease"), with April Wheldon and William Akan ("Lessee"), of PO Box 6370, Sitka, Alaska 99835, for certain Premises as described in the Lease. Lessee desires to assign the Lease to Christian A. Scantling and Deborah N. Wynsen, husband and wife ("Assignees"), of PO Box 994, Sitka, Alaska 99835, and has requested of CBS consent to assignment of the Lease to Assignees, effective January 1, 2020.

CBS consents to the assignment of the Lease to Assignees in accordance with Section 8.1 of the Lease, with all rights, title, interest, obligations, and liabilities. Assignees shall be subject to all terms and conditions of the Lease, including any amendments.

CBS has been provided with all the terms of the proposed assignment and CBS hereby consents to the assignment. The Lessee and Assignees warrant that the agreed upon assignment makes no changes to the Lease.

This Consent is contingent upon the following provisions occurring before any

**Consent To Assignment Of Lease
between CBS and April Wheldon and William Akan
to Christian A. Scantling and Deborah N. Wynsen**

execution of this document:

1. Assignees shall provide a copy of the assignment which will be used at closing, with a copy of the executed assignment to be provided when available upon closing;
2. Assignees shall provide copies of any required licenses, permits, plans and certificates in order to perform under the Lease; and
3. Assignees shall provide the name and address of the official contact of Assignees, who shall receive all future notices required by the Lease.

This Consent is also based on the Assignees providing the following assurances by signing this Consent:

1. Assignees will be liable under the Lease in accordance with the assignment;
2. Assignees affirm that it is legally bound by the Lease and that it will comply with all the terms and conditions contained in the Lease;
3. Assignees agree that it is liable to indemnify and hold harmless CBS pursuant to indemnity obligations set forth in the Lease; and
4. Assignees agree that it is liable to indemnify and hold harmless CBS pursuant to any claims, actions, or damages arising from this Consent.

This Consent was approved by the CBS Assembly at its regular meeting of December 10, 2019, with authority given to the Municipal Administrator to sign this Consent.

CBS may record and Assignees shall pay for the recording of this Consent.

Assignees may record and pay for the recording of the assignment.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

**Consent To Assignment Of Lease
between CBS and April Wheldon and William Akan
to Christian A. Scantling and Deborah N. Wynsen**

Page 2 of 4

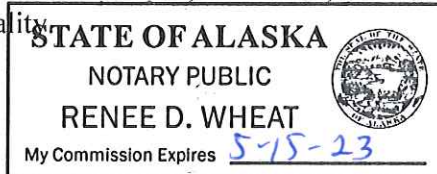
CITY AND BOROUGH OF SITKA, ALASKA

12/28/19
Date

Hugh Bevan
By: Hugh Bevan
Its: Interim Municipal Administrator

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 28th day of December, 2019, by Hugh Bevan, Interim Municipal Administrator of the CITY AND BOROUGH OF SITKA, ALASKA, an Alaska home rule municipality, on behalf of the municipality.



Renee D. Wheat
Notary Public in and for the State of Alaska
My commission expires: 5-15-23

12/21/19
Date

April Wheldon
April Wheldon

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 21 day of December, 2019, by April Wheldon.



Linda Costa
Notary Public in and for the State of Alaska
My commission expires: 04/10/2021

12/21/19
Date

William Akan
William Akan

**Consent To Assignment Of Lease
between CBS and April Wheldon and William Akan
to Christian A. Scantling and Deborah N. Wynsen
Page 3 of 4**

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 21 day of
December, 2019, by William Akan.



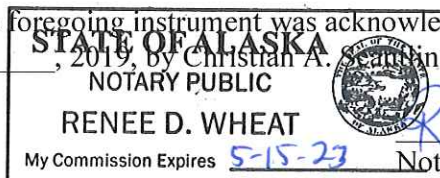
Linda Costa
Notary Public in and for the State of Alaska
My commission expires: 04/10/2021

12-27-19
Date

Christian A. Scantling
Christian A. Scantling

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 27th day of
December, 2019, by Christian A. Scantling.



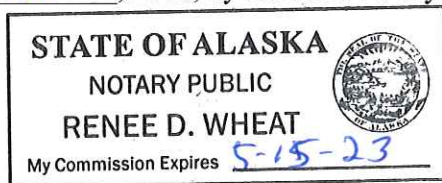
Renee D. Wheat
Notary Public in and for the State of Alaska
My commission expires: 5-15-23

12/27/2019
Date

Deborah N. Wynsen
Deborah N. Wynsen

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 27th day of
December, 2019, by Deborah N. Wynsen.



Renee D. Wheat
Notary Public in and for the State of Alaska
My commission expires: 5-15-23

**Consent To Assignment Of Lease
between CBS and April Wheldon and William Akan
to Christian A. Scantling and Deborah N. Wynsen**

ASSIGNMENT AND ASSUMPTION OF LEASE

This assignment and assumption, effective January 1, 2020, is entered into between April Wheldon and William Akan ("Assignors"), whose mailing address is PO Box 6370, Sitka, Alaska 99835, and Christian A. Scantling and Deborah N. Wynsen, husband and wife ("Assignees"), whose mailing address is P.O Box 994, Sitka, Alaska 99835.

Assignor does hereby assign and transfer all of Assignor's interest in the following leasehold estate:

"Lease Agreement Between City and Borough of Sitka And April and William Akan" ("Lease"), dated May 15, 2017, approved by CBS Assembly motion on May 9, 2017, for certain premises as described in the lease.

To Assignee to have and to hold the same from the date hereof, for and during all of the remainder of the term of said Lease and all subsequent amendments referenced. Assignor warrants and represents the following:

- (1) The Lease is in full force and effect;
- (2) No default exists on the part of the Assignor; and,
- (3) The Lessor has no defense, setoff, or counterclaim against Assignor.

Dated this 21st day of December, 2019

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

12/21/19
Date

April Wheldon
April Wheldon

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 21 day of
December, 2019, by April Wheldon.



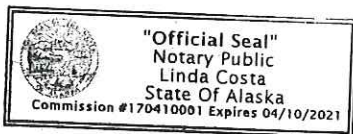
Linda Costa
Notary Public in and for the State of Alaska
My commission expires: 04/10/2021

12/21/19
Date

William Akan
William Akan

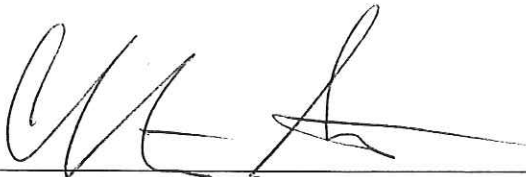
STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 21 day of
December, 2019, by William Akan.



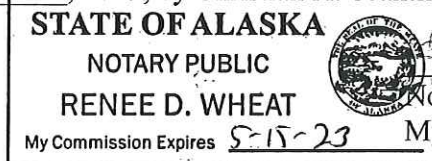
Linda Costa
Notary Public in and for the State of Alaska
My commission expires: 04/10/2021

12-27-2019
Date


By: Christian A. Scantling


STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 27th day of December, 2019, by Christian A. Scantling.



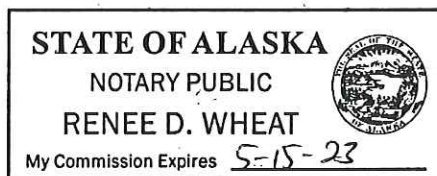
Renee D. Wheat
Notary Public in and for the State of Alaska
My commission expires: 5-15-23

12/27/2019
Date


By: Deborah N. Wynsen

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 27th day of December, 2019, by Deborah N. Wynsen.



Renee D. Wheat
Notary Public in and for the State of Alaska
My commission expires: 5-15-23