

**CITY OF VALDEZ
TEMPORARY LAND USE PERMIT APPLICATION FORM**

Application Fee: \$50.00 (Non-Refundable) Waived 2017 per Resolution #12-72

File No. 20-07

Date Recv'd. _____



Directions:

1. Please type or print legibly.
2. Please submit this application form to the Office of Community & Economic Development, P.O. Box 307, Valdez, Alaska 99686.
3. Please answer all questions on this form, or put N/A (not applicable) in the spaces provided, as the answer applies.

Applicant name: The Roadside Potlatch Too, LLC

Mailing address: PO Box 2924

City, State, Zip: Valdez, AK 99686

Daytime telephone: 907-242-9948

SIGNATURE: Christine O'Connor

Representative name: Christine O'Connor

Mailing address: PO Box 2924

City, State, Zip: Valdez, AK 99686

Daytime telephone: 907-242-9948

Legal Description of Property Affected by Application:

Located in Township _____ Range _____ Section _____, CRM
Lot/Block/Tract/Subd. LOT 12, Block 40, Harbor Plat #
Street Address/Other description 255 N Harbor drive
Tax # _____ Size of Property _____

Type of business to be placed on the property: Restaurant/eating place

Size of temporary building(s) to be placed on the property: No temporary buildings
just a couple planter boxes and picnic tables

Duration of lease requested (6 months maximum): _____

Special lease requirements: _____

Submitted materials attached - The following submitted materials must be submitted when applying for a lease on City land.

- _____ 1. Plot Plan – A drawing of the proposed lease property showing:
 - _____ a. Size of lot (to scale)
 - _____ b. Placement and size of buildings, storage units, miscellaneous structures planned (to scale)
 - _____ c. Water & sewer lines, locations of septic tanks, if needed
 - _____ d. Parking spaces (numbered on the drawing with a total number indicated).
- _____ 2. Fees – All applicable fees must be submitted prior to the execution of a lease.
 - a. Application Fee (\$50.00). Covers the costs associated with processing the application (Non-refundable).

_____ 3. Liability Insurance – The Permittee shall, at its own expense, maintain and keep force during the terms of this Permit adequate insurance to protect both Valdez and Permittee against comprehensive public liability claims arising from the use of the property in the minimum limit of ONE MILLION DOLLARS (\$1,000,000) combined single limit to protect against liability for personal injury, death or property damage.

_____ 4. Financial Data – The applicant is a:

Sole proprietorship _____

Partnership X

Corporation _____

Other (Please explain) _____

_____ 5. Partnership Statement – If applicant is a partnership, answer the following:

a. Date of Organization 4/30/2014

b. General partnership () / Limited partnership X

c. Statement of partnership recorded? Xyes () no

Where _____

d. Has the partnership done business in Alaska?

Xyes () no

When Since 2014

Where Valdez, Alaska

e. Name, address and partnership share of each general and limited partner. If a partner is a corporation, complete page for corporation.

Limited/

General

Name

Address

Share

Rebecca Bord 1816 Arctic Blvd, Anch, AK 30%

Tan Gyari PO Box 1144, Glennallen, AK 99588 30%

Glen Sinclair Lot 30 VMHP Valdez, AK 20%

Christine O'connor 225 Hubbard Dr. 20%

f. Attach a complete copy of the partnership agreement.

_____ 6. Corporation Statement—If applicant is a corporation, answer the following:

a. Date of incorporation N/A

b. Where incorporated N/A

c. Is the corporation authorized to do business in Alaska?

☐ yes

☐ no

If so, as of what date N/A

d. The corporation is held:

Publicly ☐

Privately ☐

e. If publicly held, how and where is the stock traded?

N/A

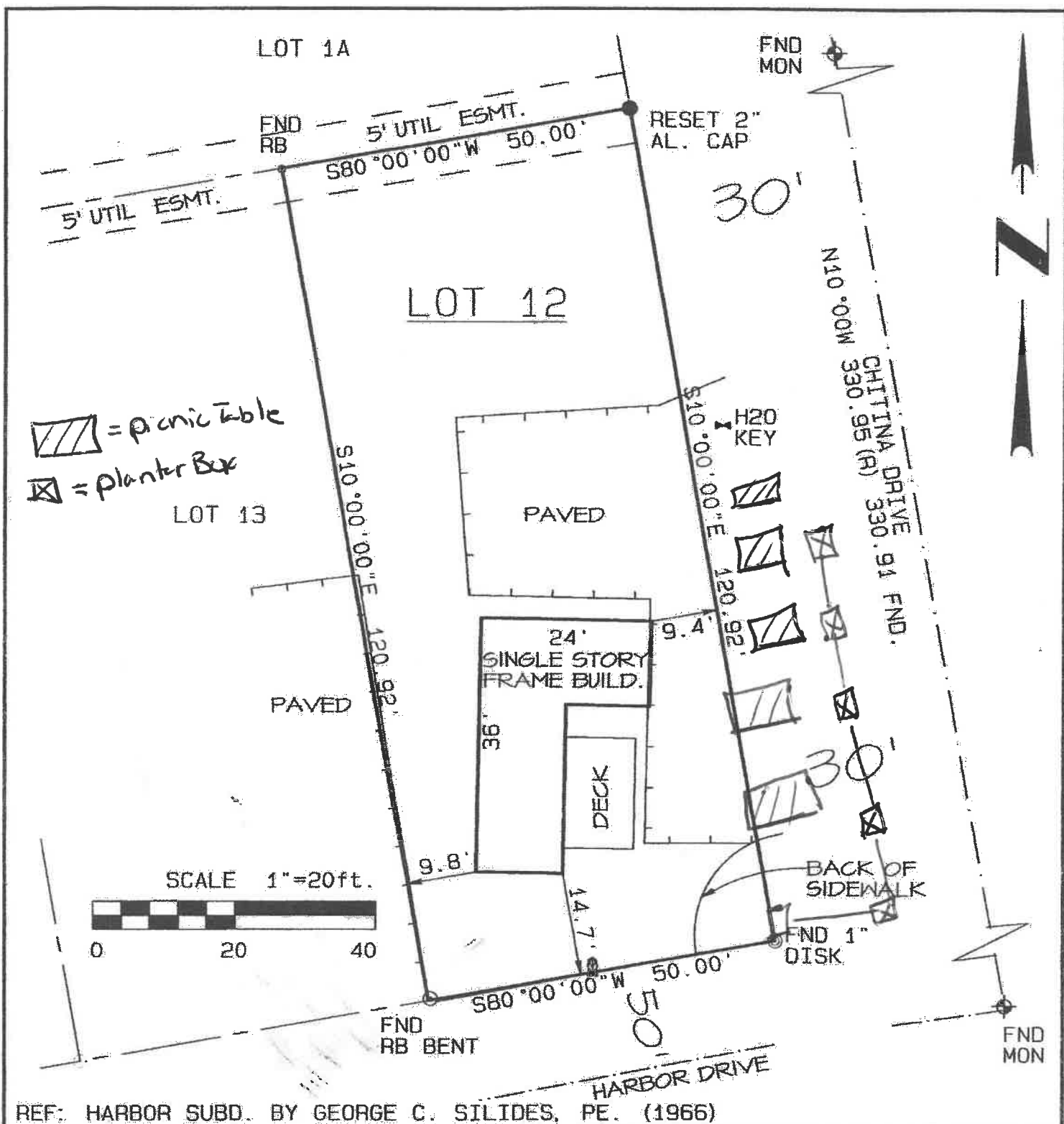
f. Furnish the name, title, and address of each officer and in addition, the same information for each principal stockholder owning more than ten percent of the corporation.

<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>Share</u>
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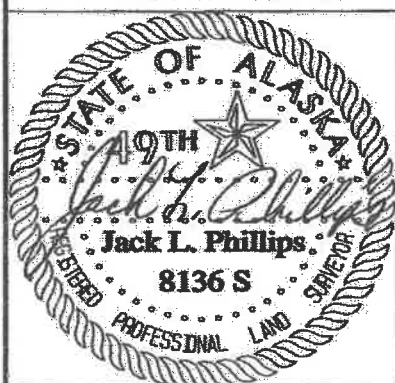
N/A

g. Furnish the names of the officers specifically authorized to execute contracts and other corporate commitments under the corporate articles and/or by-laws.

N/A



REF: HARBOR SUBD. BY GEORGE C. SILIDES, PE. (1966)



LOT 12 BLOCK 40
 ASBUILT HARBOR SUBDIVISION
 DATE OF SURVEY SEPT. 22, 2003
 PREPARED FOR: JIM SHIRRELL
 PO BOX 2319
 VALDEZ, AK. 99686

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (the "Lease") is made and entered into effective the 1st day of June, 2020 (Effective Date), by and between **The Uber Tubers, Inc.** (hereinafter "Lessee"), and **Marshall J. Shirrell and Pamela G. Shirrell**, (hereinafter "Lessor").

WHEREAS, Lessor is the owner of certain real property and improvements located at 255 North Harbor Drive, Valdez, Alaska, and more particularly described as Lot 12, Block 40, Harbor Subdivision, Records of the Valdez Recording District, Third Judicial District, State of Alaska; and

WHEREAS, Lessor desires to lease such real property and improvements to Lessee and Lessee desires to lease the same from Lessor;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto covenant and agree as follows:

1. Description of Premises. Lessee leases from Lessor the real property and improvements located at 255 North Harbor Drive, Valdez, Alaska, and more particularly described as Lot 12, Block 40, Harbor Subdivision, Records of the Valdez Recording District, Recording District, Third Judicial District, State of Alaska (such improvements and real property hereinafter the "Premises").

Premises to include furnishings, appliances and equipment as listed on attached Schedule 1 – Furnishings, Appliances and Equipment List. The Lessee leases the Premise and accepts that Premise does not include the coffee shop and real estate it occupies and the coffee shop and associated real estate will be leased and/or operated by the Lessor as a coffee shop or tourism/harbor related business.

2. Use of Premises. Lessee shall use the Premises only for the purpose of a restaurant business, including related administrative functions.

3. Term. The term of this Lease shall be for one (1) year, commencing on the Effective Date, and ending one (1) year thereafter ("Term"), unless extended by mutual agreement of the parties. The parties agree that year to year options for renewal may be exercised upon mutual agreement.

4. Rental. Lessee agrees to pay Lessor the following monthly rent during the Term of this Lease:

Month	Rental Amount
May, 2020	\$ 0
June, 2020	\$ 3,000.00
July, 2020	\$ 3,000.00
August, 2020	\$ 14,000.00
September, 2020	\$ Lessor of: 20,000.00 or (15% of Total Gross Sales – 20,000.00)
October, 2020	\$ 0
November, 2020	\$ 0
December, 2020	\$ 0
January, 2020	\$ 0
February, 2020	\$ 0
March, 2020	\$ 0
April, 2020	\$ 0
TOTAL	\$ Lessor of: 40,000.00 or 20,000.00 + (15% of Total Gross Sales - 20,000.00)

Total Gross Sales to be confirmed by 2020 Tax Return

Renewal of additional year to year options as provided for in Paragraph 3 shall be subject to new negotiations on all items including rent. All rent for the Term and any subsequent renewal shall be made without demand, in advance, on or before the first day of each month, beginning June 1st, 2020, to Lessor at 726 N. Snowtree, Valdez, AK 99686, or at such other place and to such other person as Lessor may from time to time designate in writing.

5. Rent Deposit. Lessee agrees to pay a deposit to Lessor in the amount of \$1,500 which amount represents a security deposit. Deposit shall be returned to Lessee, without interest, and less \$1000.00 to commercially clean kitchen hood and appliances, and damages to the Premises upon the termination of this Lease.

6. Snow Removal. Lessee shall provide snow removal for the building roofs at Lessee's expense.

7. Propane Tank. Lessor agrees to provide a full propane tank and Lessee agrees to return the propane tank full at the end of the lease.

8. Utilities. The Lessee and Lessor agree to each pay fifty (50) percent of Lessee's City of Valdez utility costs for water, sewer and garbage if the Lessor operates the coffee shop. All other costs for utilities and other services necessary for the operation of the Premises and Lessee's business thereon shall be provided by Lessee, at Lessee's sole cost and expense.

9. Assignment and Subletting. Lessee shall not sublet, mortgage, pledge, assign or otherwise transfer its rights under this Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld, and any purported sublease, mortgage, pledge, assignment or other transfer without such consent shall be null and void and of no force or effect. In the event of an approved sublease, proof of sublessee's insurance is required. Lessor to maintain absolute right to purchase insurance for sublessee and to add the insurance premium to the monthly rental amount.

10. Acceptance of Premises. Lessee has inspected the Premises and Lessee accepts the same "AS IS WITH ALL FAULTS". This lease is subject to all terms, conditions, exceptions, easements, agreements, encumbrances, liens, and other matters of record against the Premises. Lessor shall have no liability or obligation with respect to the condition, maintenance, repair, or use of the Premises.

11. Indemnification.

(a) General. Lessee shall save, protect, hold harmless, indemnify and defend Lessor of, from and against any and all claims, judgments, demands, penalties, fines, costs, causes of action, losses, liability, damages, costs or expenses, including attorneys fees, of any nature or kind whatsoever, arising from or directly or indirectly related to (i) the Premises; (ii) Lessee's operations and business on the Premises; (iii) any act, omission, or negligence of Lessee or the officers, contractors, licensees, agents, servants, employees, guests, invitees, visitors, or trespassers of Lessee in or about the Premises or improvements; (iv) arising from any accident, injury or damages howsoever and by whomsoever caused, to any person or property, including but not limited to damage to the Premises itself, occurring in or about the Premises or improvements; or (v) any breach of this Lease by Lessee.

(b) Environmental.

(1) Review of Environmental Standards. Lessee shall abide by, and shall cause its employees, agents, any contractors or subcontractors it employs, and its invitees and guests to abide by, all applicable rules and regulations related to fire, safety, health and environmental protection.

(2) Permits. Lessee shall prepare and submit any reports and apply for and procure all permits or authorizations required to operate the Premises in full compliance with any and all applicable or relevant federal, state, and local statutes or ordinances, rules and regulations, financial responsibility requirements, permit conditions, and orders related to safety and working conditions, transportation or disposal of Hazardous Substances, and environmental protection.

(3) Restoration. Lessee shall take all steps necessary to adequately restore the Premises as a result of any environmental damage, including, but not limited to, such steps as may be required by applicable Environmental Law or valid order of a court or regulatory agency.

(4) Hazardous Substances. Lessee shall transport and dispose of any Hazardous Substances in accordance with all applicable laws. For purposes of this Lease, the term "Hazardous Substance" means any flammables, explosives, radioactive materials, crude or refined petroleum, pollutants, contaminants, or any hazardous, toxic, or dangerous waste, substance, or material, including asbestos, defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C.A. Sec. 9601 *et. seq.*), any so-called "Superfund" or "Superlien" law, or any other Environmental Law, including, but not limited to, Alaska Statutes Title 46, Chapters .03, .08 and .09, as now or at any time hereafter in effect. For purposes of this Lease, the term "Environmental Law" means any Federal, state, or local laws, ordinances, codes, regulations, rules, orders, or decrees, relating to, or imposing liability or standards of conduct concerning the treatment, storage, use or disposal of any Hazardous Substances.

(5) Indemnification: Hazardous Substances. Without limiting the duty to indemnify as provided in (a) above, Lessee shall save, protect, defend, indemnify and hold harmless Lessor from and against any and all demands, claims, causes of action (whether in the nature of an action for damages, indemnity, contribution, government cost recovery or otherwise), lawsuits, settlements, actions, damages, fines, penalties, judgments, costs and expenses (including without limitation costs of defense, settlement, and reasonable attorney's fees), charges, forfeitures, liens, liabilities or losses of any nature and kind whatsoever, which arise during or after the Term of this Lease from or in connection with the presence or suspected presence of Hazardous Substances in the soil, groundwater, or otherwise on, above or in the Premises, or otherwise generating from the Premises, or operations or activities thereon, or from Lessee (or its employees, affiliates, parents, agents, contractors, subcontractors, sublessees, guests, invitees, or assigns, and their respective employees, agents, contractors, subcontractors, or subusers), or from any alleged or actual violation of an Environmental Law. This indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work.

(c) All the foregoing indemnification, defense, and hold harmless obligations in (a) and (b) above shall survive the expiration or early termination of this Lease.

12. Condemnation. If all of the Premises or such portion 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 Lessee is required to vacate the Premises, and all rent shall be paid which is due and owing through that date. In the case of a taking of less than that portion of the Premises required for the reasonable use of the Premises, then this Lease shall continue in full force and effect, and the rent shall be equitably reduced based upon the proportion of the square footage by which the Premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to just compensation and/or damage for any taking of the Premises, and Lessee hereby assigns to Lessor, and Lessee shall make no claim against Lessor for damages arising out of the condemnation, provided, Lessee shall have the right to claim and recover from the condemning authority, to the extent permitted by law, compensation for any loss to which Lessee may be put for the improvements, for Lessee's moving expenses or for the interruption of or damage to Lessee's business, to the

extent such damages may be claimed and awarded separately from the damages and/or compensation awarded to Lessor.

13. Use, Occupancy and Care of the Leased Premises. At all times during the term hereof, Lessee shall, at Lessee's sole cost and expense,

- (a) Keep the Premises and improvements clean, safe and orderly;
- (b) Conduct activities upon and generally maintain the Premises and improvements in such a manner and with such care that injury to persons and damage to property does not result therefrom;
- (c) not use or permit any part of the Premises or improvements to be used for any unlawful or unauthorized purpose nor perform, permit or suffer any act or omission upon or about the Premises or improvements which would result in a nuisance or a violation of any applicable laws, ordinances or regulations;
- (d) comply with municipal, state, federal and other governmental laws, statutes, ordinances, rules and regulations of whatever type and nature, including but not limited to, zoning ordinances, health, fire, safety and environmental regulations; and
- (e) Not cause or permit any waste, damage or injury to the Premises or improvements.

14. Maintenance and Repair. Lessee covenants throughout the Term hereof, at Lessee's sole cost and expense, to properly keep the Premises and improvements in good maintenance, repair, order and condition subject to Lessor's approval. Any and all damage as a result of freezing and any cost for thawing of water and sewer system shall be the responsibility of Lessee. Lessee acknowledges that Lessor has no responsibility to maintain the Premises or improvements during the Term hereof.

15. Fixtures and Improvements. Lessee shall not undertake any improvements to the Premises without the prior written permission of Lessor.

Upon termination of this Lease, all improvements and fixtures erected on or attached to the Premises by Lessee shall become the property of Lessor, unless otherwise elected by Lessor. The parties agree that upon such termination, this Lease shall constitute a quitclaim, by Lessee to Lessor, of all Lessee's right, title, and interest in such improvements and fixtures. Lessee further agrees, at the request of Lessor, to execute such other or further documents necessary to transfer Lessee's interest in the improvements or fixtures. If Lessor elects not to retain such improvements and fixtures, Lessee shall remove the same within thirty (30) days of the termination of this Lease, at Lessee's sole cost and expense, and restore the Premises to its condition at the beginning of the Term of this Lease.

16. Surrender of Premises. Lessee on the last day of the Term, or upon earlier termination of this Lease, shall peaceably and quietly leave and surrender the Premises in as good condition as on commencement of the Term, ordinary wear and tear excepted.

17. Access. Lessor and Lessor's agents shall have the right to enter the Premises at all reasonable times to inspect the same, to post "Notices of Non-Responsibility", and to preserve, inspect, and protect the Premises.

18. Liens. Lessee shall keep the Premises and any part thereof free from liens for labor or materials ordered or supplied upon the express or implied request of Lessee. Should any such lien be recorded or should a

lien be recorded by Lessee, Lessee shall forthwith and within ten (10) days of learning of such recording cause the same to be cancelled and discharged of record. Alternatively, Lessee shall provide Lessor with written proof of the existence of an appropriate surety bond in accordance with A.S. 34.25, etc., and in any event written by a corporate surety qualified to do business in the State of Alaska, in an amount equal to not less than 150% of the amount of claim of lien. Such surety bond shall be in favor of Lessor or the lien claimant. Lessee shall take all steps necessary to have such lien released or judgment resulting therefrom satisfied at Lessee's own expense.

19. Taxes and Assessments. Lessor shall be responsible for real property taxes. Lessee shall be responsible for and shall pay promptly when due any and all general, special, personal property and possessory interest taxes and assessments levied against the Premises and/or the improvements thereon, if any.

20. Holding Over. If Lessee shall remain in possession of said Premises after the termination of this Lease or after the expiration of said term without a proper extension or renewal of this Lease, Lessee for the purpose of calculation of the rental obligation only, shall be deemed to occupy the Premises as a Lessee from month-to-month at 125% of the rent herein reserved for the last month of the Lease.

21. Subordination. Lessee agrees that this Lease shall be subordinate to any mortgages or deeds of trust placed on the Premises by Lessor, and to any further advances made thereon, and to any renewals, replacements or extensions thereto, provided that in the event of foreclosure if Lessee is not then in default and agrees to attorn to the mortgagee or beneficiary under deed of trust, such mortgagee or beneficiary shall recognize Lessee's right of possession for the Term of this Lease.

22. Insurance.

(a) Liability and Property Damage Insurance. Lessee, at its own expense, shall provide and keep in force with companies acceptable to Lessor, public liability insurance for the benefit of Lessor and Lessee jointly, which policies shall insure against liability for bodily injury to one or more persons in any occurrence and property damage, per occurrence in a single limit, combined policy amount of not less than One Million and No/100 Dollars (\$1,000,000.00) or such other amount as the parties may mutually agree to, such limit to be for any greater amounts as may be reasonably indicated by circumstances from time to time existing. Lessee shall furnish Lessor with a certificate of such policy within thirty (30) days prior to the Lease commencement date and whenever required shall satisfy Lessor that such policy is in full force and effect. Such policy shall name Lessor as additional insured and shall be primary and noncontributing with any insurance carried by Lessor. The policy shall further provide that it shall not be cancelled or altered without thirty (30) days' prior written notice to Lessor.

(b) Fire, Water and Extended Coverage Insurance. Lessee shall throughout the term of this Lease, for the benefit of Lessor, Lessee, and Lessor's mortgagee or lender, as named insureds, maintain insurance with companies acceptable to Lessor, against loss or damage by fire, and such other risks and hazards as are insurable under present and future standard forms of fire and extended coverage insurance policies, to the Premises, and improvements constructed on the Premises by Lessee, and personal property of Lessor and Lessee, including furniture, furnishings, fixtures, and equipment located in the demised Premises, for their actual cash value. Lessee shall furnish Lessor with a certificate of such policy within thirty (30) days prior to the Lease commencement date and whenever required shall satisfy Lessor that such policy is in full force and effect. Each policy shall provide that not less than thirty (30) days before expiration, evidence of its renewal, or a new certificate, together with evidence of payment of premiums for the renewal period or insurance policy, as the case may be, shall be delivered to Lessor. Each policy shall provide that the insurance company will not cancel such policy or change its coverage without giving Lessor thirty (30) days prior written notice. In the event of any fire or other casualty insured against by Lessee's policy, all such proceeds shall become the property of Lessor. Any such policy shall be primary and non-contributing with any insurance carried by Lessor.

23. Cure of Default by Lessor. Lessor may, at the expense of Lessee, cure any default by Lessee hereunder, but shall not be required to do so. Lessee shall reimburse Lessor for all amounts expended in connection therewith, including attorney's fees and other incidental expenses. Such amounts, together with interest at the maximum lawful rate of interest, shall be deemed additional rent payable when the installment of rent follow such expenditures is due.

24. Notices. Any and all notices required or permitted under this Lease, unless otherwise specified in writing by the party whose address is changed, shall be as follows:

Lessor : Marshall J. Shirrell & Pamela G. Shirrell
PO Box 2319
726 N Snowtree
Valdez, Alaska 99686

Lessee: Uber Tubers, Inc.
State of Alaska Entity #10054865
P.O. Box 2924
Valdez, Alaska 99686

Registered Agent:
DLG Services Inc.
1400 W. Benson BLVD Suite 370
Anchorage, Alaska 99503

25. Default.

A. The occurrence of one or more of the following events shall constitute a default and breach of this Lease by Lessee:

- (a) Violation or breach or failure to keep or perform any covenant, agreement, term or condition of this Lease which shall continue or not be remedied within five (5) days [or if no default in payment of rent is involved within thirty (30) days] after notice thereof is given by Lessor to Lessee specifying the matter or matters claimed to be in default.
- (b) Filing by the Lessee in any court pursuant to any statute, either of the United States or any state, a petition in bankruptcy or insolvency, or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Lessee's property, or an assignment by the Lessee for the benefit of creditors.
- (c) Filing against the Lessee in any court pursuant to any statute either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization or for appointment of a receiver or trustee of all or a portion of the Lessee's property.
- (d) The taking possession of the property of Lessee by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of the Lessee.
- (e) An abandonment or vacation of the Premises by Lessee prior to the expiration of the Term of this Lease.

(f) The use of the Premises for any purpose other than those specified in Section 2.

B. Upon the occurrence of a default as defined in "A" above, Lessor may at Lessor's option, declare Lessee's rights terminated and may re-enter the Premises and improvements, using such force as is necessary, and without further notice, remove all persons and property from the Premises and repossess Lessor of Lessor's former estate. In such case, Lessor shall be deemed to have an immediate right to possession of the Premises and improvements and Lessee shall peacefully surrender the same. No judicial action shall be necessary to affect such termination.

C. Such re-entry and termination notwithstanding, the liability of Lessee for payment of all amounts required to be paid by Lessee under this Lease, including payment of the full rental provided herein for what would otherwise have constituted the balance of the Term of this Lease shall not be extinguished and Lessee shall make good to Lessor the expenses and damages suffered by Lessor as a result of the default, repossession and reletting, including without limitation, brokerage commissions, legal expenses, renovation expense, alteration expense, advertising expenses and any rental deficiency resulting from the inability to relet the Premises or reletting at a lesser rate.

Lessor may, but shall not be obligated to, relet the Premises or any part thereof in the name of the Lessor, or otherwise, for such term (which may be greater or less than the period which would otherwise have constituted the balance of the Term of this Lease) and on such conditions as Lessor may determine appropriate, and may collect and receive the rent therefrom; Lessor shall not be responsible or liable for any failure to relet the Premises, or any part thereof, or for any failure to collect any rent due upon any such reletting.

D. In the event of default, as defined in subparagraph A, Lessor shall have such further and additional rights as are provided by law or equity.

26. Costs Upon Default. In the event a party shall be in default in the performance of any of its obligations under this Lease and an action shall be brought for the enforcement thereof, the defaulting party shall pay to the other party all the expenses incurred therefor, including reasonable attorney's fees.

27. Attorneys. Each of the parties to this Lease acknowledge that they have had the right to review this Lease and all other documents, if any, relating to this Lease with their own independent legal counsel. The parties specifically agree that any legal or equitable principles that might require the construction of this Lease or any provision of this Lease against the party drafting will not apply in any construction or interpretation of this Lease. Each party electing to have this Lease reviewed by an attorney shall bear the costs and expenses so incurred.

28. Attorneys' Fees, Costs and Expenses. In the event either party brings or commences legal proceedings to enforce any of the terms of this Lease, the successful party in such action shall receive from the other, in every action commenced, a reasonable sum for attorneys' fees and costs to be fixed by the court in the same action. In the event either party hereto shall without fault on its part be made a party to any litigation commenced by or against the other party hereto, then such other party shall pay all costs and reasonable attorneys' fees incurred or paid by the first party in connection with such litigation.

29. Rights or Remedies. No right or remedy herein conferred upon or reserved to a party hereunder is intended to be exclusive of any other right or remedy, and such 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.

30. Waiver and Forbearance. No waiver by a party hereto of any breach by the other party 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 a party to seek a remedy for any breach of the other party be deemed a waiver by the first party of its rights or remedies with respect to such breach.

31. 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.

32. Jurisdiction; Relief. This Lease Agreement shall be construed and enforced in accordance with the laws of the State of Alaska. Venue for any lawsuit shall be in the Superior Court for the State of Alaska, at Valdez, Alaska.

33. Miscellaneous Provisions.

(a) This Lease constitutes all of the agreements and conditions made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by both parties or their respective successors in interest.

(b) Each term and such provision of this Lease shall be construed to be both a covenant and a condition of this Lease.

(c) Time is of the essence in each term and provision of this Lease.

IN WITNESS WHEREOF, the undersigned have caused this Commercial Lease Agreement to be executed as of the date first set forth hereinabove.

LESSEE:

Ubers Tubers, Inc.



Rebecca Bard, President



Glenn Sinclair, Treasurer



Christine O'Connor, Secretary

LESSOR:



Marshall J. Shirrell



Pamela G. Shirrell

SCHEDULE 1
FURNISHINGS, APPLIANCES AND EQUIPMENT
255 North Harbor Drive, Valdez, Alaska

1. STARMAX 48" GRIDDLE + TABLE
2. VOLCAN-FOUR TOP COOK STOVE WITH OVEN
3. ICE MAKER MACHINE WITH BIN
4. 2-FRYMASTER FRYERS
5. TRUE- SMALL SALAD BAR PREP
6. 2 STAINLESS DISH RACKS FOR THE LINE
7. 3 BOOTHS
8. 12 REGULAR CHAIRS AND 6 TABLES + 2 REPLACEMENTS
9. 7 - PICNIC TABLES
10. PANS - INSERTS - BASKETS - MISC KITCHEN
11. CASH REGISTER
12. 3 DOOR STAINLESS REFRIGERATOR
13. 3 DOOR STAINLESS FREEZER
14. 40' CONEX WITH 35' SHELVING AND WIRED TO CODE
15. 3 STAND UP FREEZERS
16. GLASS COOLER
17. SONY TV
18. STEREO SYSTEM AND 12 SPEAKERS
19. 10 BAR STOOLS FOR FRONT PORCH
20. SHELVING FOR KITCHEN
21. 1 WARING BLENDER
22. 2 TOASTERS
23. 1 CHEST FREEZER
24. OPEN SIGN
25. 1 MICRO WAVE OVENS
26. SS TABLE