

**CITY OF WASILLA
ORDINANCE SERIAL NO. 07-27**

AN ORDINANCE OF THE WASILLA CITY COUNCIL AUTHORIZING THE CITY TO SUBLEASE THE WASILLA RAILROAD DEPOT BUILDING TO THE GREATER WASILLA CHAMBER OF COMMERCE BY NEGOTIATION FOR A PUBLIC PURPOSE UNDER WMC 5.32.110.A.3; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER THE SUBLEASE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Wasilla has leased the Wasilla Railroad Depot building from the Alaska Railroad Corporation (ARRC) for a term of 55 years commencing October 1, 1982 and expiring on September 30, 2037; and

WHEREAS, the lease between ARRC and the City provides for the restoration and maintenance of the Wasilla Railroad Depot building as a historical place; and

WHEREAS, the lease between ARRC and the City provides for the City to sublet the Wasilla Railroad Depot building, and ARRC has consented to the sublease described below; and

WHEREAS, since 1987, the City has subleased the Wasilla Railroad Depot building to the Greater Wasilla Chamber of Commerce (Chamber), an Alaska nonprofit corporation, and the Chamber desires to renew its sublease; and

WHEREAS, under the sublease the Chamber has agreed to assume the City's obligations to restore and maintain the Wasilla Railroad Depot building as a historic place, and the City's other obligations under the lease between ARRC and the City; and

WHEREAS, under the sublease Chamber will use the Wasilla Railroad Depot building to carry out its nonprofit mission, including sponsoring annual community events, providing a forum for local businesses, and marketing the community to visitors, new businesses and potential new residents, all of which constitute a public purpose and the carrying out of a public service as provided in WMC 5.32.110.A.3 authorizing the lease of City property by negotiation to nonprofit organizations.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wasilla:

* **Section 1. Classification.** This is a non-code ordinance.

* **Section 2. Authorization of sublease.** The form and content of the sublease of the Wasilla Railroad Depot building from the City to the Chamber that now is before this meeting hereby are in all respects authorized, approved and confirmed, and the Mayor hereby is authorized, empowered and directed to execute and deliver to the counterparty the sublease on behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as shall to her seem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said document now before this meeting, and from and after the execution and delivery of said document, the Mayor hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the sublease as executed.

* **Section 3. Authority of Officers.** The Mayor is authorized and directed to do and perform all things and determine all matters not determined by this ordinance, to the end that the City may carry out its obligations under the sublease and this ordinance.

* **Section 4. Effective Date.** This ordinance shall take effect upon adoption by the Wasilla City Council.

ADOPTED by the Wasilla City Council on July 9, 2007.



DIANNE M. KELLER, Mayor

ATTEST:



KRISTIE SMITHERS, MMC
City Clerk

[SEAL]



**CITY OF WASILLA
LEGISLATION STAFF REPORT**

RE: ORDINANCE SERIAL NO. 07-27

AN ORDINANCE OF THE WASILLA CITY COUNCIL AUTHORIZING THE CITY TO SUBLEASE THE WASILLA RAILROAD DEPOT BUILDING TO THE GREATER WASILLA CHAMBER OF COMMERCE (GWCC) BY NEGOTIATION FOR A PUBLIC PURPOSE UNDER WMC 5.32.110.A.3; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER THE SUBLEASE; AND PROVIDING FOR RELATED MATTERS.

Agenda of: June 25, 2007 Introduction
Originator: Purchasing/Contracting Officer

Date: June 7, 2007

Route to:	Department	Signature/Date
	Police Chief Youth Court, Dispatch, Code Compliance	
	Culture and Recreation Services Director Library, Museum, Sports Complex	
	Public Works & Recreation Facility Maintenance Director	
X	Finance, Risk Management & MIS Director Purchasing	<i>Duane E. Collier 6-13-07</i>
X	Deputy Administrator Planning, Economic Development, Human Resources	<i>S. Harty 6-15-07</i>
X	City Clerk	<i>D. Smith</i>

REVIEWED BY MAYOR DIANNE M. KELLER:

Dianne M. Keller

FISCAL IMPACT: yes or no

Funds Available yes no

Account name/number: N/A

Attachments: Non-code Ordinance No. 07-27

Sub-lease of Alaska Railroad Depot Building to the GWCC

Exhibit A – GWCC Chamber of Commerce Mission Statement

GWCC By-Laws

GWCC Certification of By-Laws

GWCC Certificate of Incorporation

Alaska Railroad/City of Wasilla Railroad Depot Lease

Alaska Railroad/City of Wasilla Railroad Depot Lease – Supplement #1

Alaska Railroad/City of Wasilla Railroad Depot Lease – Supplement #2

SUMMARY STATEMENT: The purpose of this ordinance is to authorize the City to sublease the Wasilla Railroad Depot building to the Greater Wasilla Chamber of Commerce by negotiation for a public purpose under WMC 5.32.110.A.3; authorizing the Mayor to execute and deliver the sublease; and providing for related matters.

SUBLEASE OF ALASKA RAILROAD DEPOT BUILDING

SUBLEASE, dated as of August 1, 2007, ("Sublease") between the City of Wasilla, an Alaska municipal corporation ("Sublessor"), whose address is 290 East Herning Avenue, Wasilla, Alaska 99654, and Greater Wasilla Chamber of Commerce, an Alaska nonprofit corporation ("Sublessee"), whose address is 415 East Railroad Avenue, Wasilla, Alaska, 99654.

RECITALS

WHEREAS, Sublessee is a nonprofit corporation formed for the purpose of providing a public service, and this Sublease is in furtherance of that public purpose, which benefits the City of Wasilla and its residents; and

WHEREAS, Sublessor leases the following property (the "Premises") from the Alaska Railroad Corporation ("ARRC") under a Lease dated as of September 30, 1982 between Sublessor and ARRC, Contract No. 69-25-003-5480, as amended by Supplement No. 1 dated December 29, 1982, and Supplement No. 2 dated April 20, 1993 (together, "ARRC Lease"):

The Alaska Railroad's Wasilla Depot Building ARR Bldg. No. 160-01 and appurtenances, thereto i.e., fuel oil systems, septic systems along with the land described below all of which is located within the Railroad's mainline track right-of-way at Wasilla, Alaska, described as follows:

The north 45 feet of the southerly 85 feet of the Railroad's mainline track right-of-way from the east right-of-way line of the State of Alaska crossing at track Survey Station 5662+12.60, Milepost 159.87 (Main Street extended) east to a point 150 feet east of the east side of said Wasilla Depot Building.

WHEREAS, Sublessee has applied to Sublessor to Sublease the Premises for the purposes described herein; and

WHEREAS, Sublessor is authorized by WMC 5.32.110.A.3 to lease property to a nonprofit corporation formed for the purpose of providing a public service that benefits the City of Wasilla and its residents; and

WHEREAS, the Council of Sublessor has determined that the purpose for which Sublessee has applied to Sublease the Property will provide a public benefit to the City of Wasilla and its residents.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein, the parties agree as follows:

ARTICLE I
DEFINITIONS; REPRESENTATIONS AND WARRANTIES

Section 1.01 Definitions. The terms defined in this Section shall have the following meanings when used in this Sublease, including the Recitals above:

“Business Day” means any day that is not a Saturday, Sunday or other day on which the offices of Sublessor are authorized or required by law to be closed.

"Council" means the general legislative authority of Sublessor, as the same may be constituted from time to time.

“Event of Default” means any of the events described in Section 9.01.

“Force Majeure” means, without limitation, any of the following: acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State of Alaska or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Sublessee.

"Premises" means the real property and improvements described as such in the Recitals.

"Sublease" means this Sublease, as amended from time to time.

“Sublessee” means Greater Wasilla Chamber of Commerce, an Alaska nonprofit corporation, and its permitted successors and assigns.

“Sublessor” means the City of Wasilla, a municipal corporation of the State of Alaska.

"Term" means the duration of the Sublease of the Premises to Sublessee as set forth in Section 2.01, and any extension thereof pursuant to Section 2.02.

Section 1.02 Representations and Warranties of Sublessor. Sublessor warrants, covenants and represents that it is a municipal corporation in good standing under the laws of the State of Alaska with full corporate power and authority to carry out its business as now conducted and to enter into this Sublease, the execution and delivery of this Sublease have been authorized by proper corporate action, and this Sublease constitutes a valid and legally binding obligation of Sublessor.

Section 1.03 Representations and Warranties of Sublessee. Sublessee warrants, covenants and represents that it is a nonprofit corporation in good standing under the laws of the State of Alaska with full corporate power and authority to carry out its business as now conducted and to enter into this Sublease, the execution and delivery of this Sublease have been authorized by proper corporate action, and this Sublease constitutes a valid and legally binding obligation of Sublessee.

ARTICLE II
SUBLEASE OF THE PREMISES; TERM

Section 2.01 Sublease of the Premises; Term. Sublessor leases to Sublessee, and Sublessee leases from Sublessor, the Premises, subject to the terms and conditions of this Sublease, for a Term commencing on August 5, 2007, and expiring on July 31, 2017.

Section 2.02 Options to Renew. Subject to the remainder of this Section, Sublessee shall have the option to renew this Sublease for two additional consecutive ten (10) year periods on all of the same terms and conditions. Each option to renew shall be subject to all of the following conditions:

A. Sublessee shall give Sublessor written notice of the exercise of each option not less than one year before the expiration of the current Term;

B. At the time Sublessee gives Sublessor written notice of the exercise of the option, and at all times thereafter through the end of the current Term, no Event of Default, or event which, with the giving of notice or the passage of time, would constitute an Event of Default, shall have occurred; and

C. There has been no finding by the Council that the exercise of the option would conflict with another use of the Premises that the Council has found clearly and convincingly to serve the public interest better than Sublessee's continued use of the Premises pursuant to the exercise of the option.

Section 2.03 Subdivision Requirements. In the event that the length of the Term of this Sublease causes the Premises to be subject to subdivision plat approval by the Matanuska-Susitna Borough, the parties agree to negotiate in good faith the allocation of the costs of obtaining such subdivision plat approval so that each party bears half of that cost, in cash or in kind, or some combination thereof.

Section 2.04 Termination.

A. Either Sublessor or Sublessee may terminate this Sublease for any reason upon thirty (30) days written notice prior to the date such termination is effective.

B. In addition to any right of Sublessor to terminate this Sublease under Article IX upon the occurrence of an Event of Default, Sublessor may terminate this Sublease without liability to Sublessee by written notice to Sublessee upon the occurrence of any of the following:

1. Termination of the ARRC Lease by ARRC.
2. Sublessee has failed to use the Premises for the uses specified in Section 5.01 for a period of thirty (30) consecutive days.

3. The Council fails to appropriate, budget, or otherwise make available sufficient funds for Sublessor's performance under the ARRC Lease or this Sublease.

Section 2.05 Holding Over. If Sublessee shall, with the written consent of Sublessor, hold over after the expiration of this Sublease, such tenancy shall be a month-to-month tenancy for an indefinite period of time, which tenancy may be terminated as provided by the laws of the State of Alaska. During such tenancy, Sublessee agrees to pay to Sublessor the rent provided herein unless a different rate is agreed upon, and to be bound by all of the terms, covenants and conditions as set forth herein so far as applicable.

ARTICLE III CONDITION OF PREMISES; QUIET ENJOYMENT

Section 3.01 Condition of Premises at Commencement of Term. Sublessee has had the use and possession of the Premises as its sublessee continuously since 1987. As a result of that use and possession, Sublessee has knowledge of the condition of the Premises that is superior to that of Sublessor, and Sublessee has had sufficient opportunity to become familiar with the condition of the Premises to Sublessee's satisfaction, including without limitation the opportunity to make such inspections and tests of the condition of the Premises as Sublessee has considered appropriate. Sublessee and Sublessor therefore agree that Sublessee is subleasing the Premises "as is," that is, in its condition as of the date the Term commences.

Section 3.02 Disclaimer of Warranties. SUBLESSOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PREMISES. In no event shall Sublessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Sublease, or the existence, furnishing, functioning or Sublessee's use of, the Premises.

Section 3.03 Quiet Enjoyment. Except as this Sublease provides otherwise, during the Term Sublessee shall have quiet enjoyment of the Premises.

ARTICLE IV RENT

Section 4.01 Rent. Sublessee shall pay Sublessor as rent for the Premises the sum of One Hundred Dollars (\$100.00) per year in advance on the first Business Day in August, plus provide Sublessor two (2) annual memberships (1 - City of Wasilla, 1 - Dorothy Page Museum) in the Greater Wasilla Chamber of Commerce at no cost for each year during the Term. In light of the nominal amount of rent payable by Sublessee, Sublessee recognizes and agrees that its other obligations hereunder constitute additional consideration for its use of the Premises.

ARTICLE V
COVENANTS OF SUBLESSEE

Section 5.01 Sublessee's Use of the Premises. Sublessee shall use the Premises for the following purposes and for no others without Sublessor's prior written consent:

- A. Greater Wasilla Chamber of Commerce business offices;
- B. A historical display of authentic railroad equipment, memorabilia, photos and similar items;
- C. A community conference room available to nonprofit and civic organizations during Sublessee's regular business hours, subject to Section 5.02;
- D. A small gift shop featuring merchandise made in the Matanuska Susitna Valley; and
- E. Other uses similar to those described above that are consistent with the Mission Statement of Sublessee set forth in Exhibit A attached hereto.

Section 5.02 Use of Premises by Nonprofit and Civic Organizations. Sublessee shall limit any fee that it charges a nonprofit or civic organization for using the Premises to the amount that is necessary to reimburse Sublessee for its actual building operation and maintenance costs attributable to the use by the nonprofit or civic organization. Sublessee shall restrict the use of the Premises by any nonprofit or civic organization to activities directly related to the public service purposes of Sublessee. Without limiting the generality of the foregoing, Sublessee shall not permit any nonprofit or civic organization to use or occupy the Premises for any profit-making activity, unless the activity clearly is incidental to the nonprofit purpose of the organization.

Section 5.03 Use of Premises by Sublessor. Sublessee shall permit Sublessor to use the Premises upon request for activities of or sponsored by Sublessor, so long as the activities do not unduly conflict with the normal and general operations of Sublessee on the Premises.

Section 5.04 Sublessee's Performance of ARRC Lease Obligations. Except for the obligation to pay rent, Sublessee hereby assumes and agrees to perform all of Sublessor's obligations under the ARRC Lease, and to comply with all covenants of Sublessor under the ARRC Lease. Without limiting the generality of the foregoing, Sublessee specifically acknowledges and agrees to the following terms of the ARRC Lease:

- A. The ARRC lease requires the lessee to provide office space on the Premises for ARRC if ARRC has a requirement for such space.
- B. ARRC may terminate the ARRC Lease on 90 days' written notice.
- C. Plans for modifications or alterations to the Premises must be submitted to ARRC for its approval.

D. The lessee under the ARRC Lease is required to permit ARRC passengers to use the premises while waiting for trains to arrive.

E. The ARRC Lease requires the lessee to indemnify ARRC from certain claims and liability.

F. The ARRC Lease requires the lessee to comply with certain federal anti-discrimination requirements.

Section 5.05 Compliance with Laws and other Requirements. Sublessee shall comply at all times with any and all federal, state and municipal statutes, ordinances, rules, regulations and judicial and administrative decisions governing the Premises or Sublessee's use of the Premises. Sublessee shall not do, bring or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises. Sublessee shall not commit any waste upon the Premises, or permit any nuisance upon the Premises.

Section 5.06 Maintenance of the Premises.

A. Sublessee at its cost shall maintain the Premises and all of Sublessee's personal property on the Premises in good condition, reasonable wear and tear and ordinary use excepted, keeping the Premises and the areas adjacent thereto in good, safe condition, free from trash and debris. Sublessor shall not have any responsibility to maintain the Premises. Without limiting the generality of the foregoing, Sublessee's maintenance obligation includes cleaning and trash removal; sweeping and waxing floors and cleaning carpets as needed; removing snow and ice from walkways, steps, driveways and parking areas; maintaining in good working order and repair all plumbing, heating and electrical fixtures and equipment; and protecting plumbing fixtures and equipment from freezing.

B. In addition to maintaining the Premises as required by Subsection A of this section, Sublessee shall make at its own expense the capital improvements to the Premises that Sublessee submits to Sublessor in a written plan approved by Sublessor, which shall include without limitation the following:

1. Interior painting, interior door and trim replacement, and repair of interior cabinets, countertops and interior floors.
2. Exterior painting, roofing replacement or repair.
3. Heating system upgrades.
4. Repair and replace electrical outlets and covered electrical equipment, including upgrades to meet requirements of the National Electrical Code.
5. Replace or repair exterior doors and windows as required.

6. Replace, repair and paint exterior handicap ramps and railings.
7. Addition or replacement of insulation in walls and ceilings.

Section 5.07 Alterations of the Premises.

A. Sublessee shall not construct any alterations or additions to the Premises without first submitting a plan or sketch thereof to ARRC for approval, and providing copies of the plan or sketch and the written approval of ARRC to Sublessor. Sublessee shall construct any alterations or additions to the Premises in strict compliance with the plan or sketch approved by ARRC. All alterations or additions to the Premises also are subject to approval as required by WMC Title 16, and shall comply with locally adopted codes applicable to the construction and to the Secretary of the Interior's Standards for Historical Properties.

B. Review and approval by Sublessor of Sublessee's construction plans is solely for the benefit of Sublessor, and by doing so Sublessor assumes no liability to Sublessee. As between Sublessor and Sublessee, Sublessee shall be solely responsible for the conformity of any construction by Sublessee to applicable laws, regulations and ordinances.

C. Sublessee, at its sole cost, shall obtain all permits required by federal, state or municipal agencies for any construction on the Premises.

D. Sublessee may not commence any construction on the Premises until five (5) Business Days after Sublessor has received notice from Sublessee stating the date the construction is to commence, so that Sublessor can post and record an appropriate notice of nonresponsibility.

E. Sublessee shall require all contractors for construction on the Premises to furnish performance and payment bonds to the extent required by A.S. 36.25.010, and provide copies of the bonds to Sublessor at least ten (10) working days before construction commences; provided that if the cost of the work is less than \$50,000, Sublessor may require in lieu of performance and payment bonds, another form of performance guaranty acceptable to Sublessor.

F. Sublessee shall not permit to be enforced against the Premises any mechanic's or materialman's lien arising from any work of improvement, however such lien may arise. However, Sublessee may in good faith and at Sublessee's own expense contest the validity of any such asserted lien, claim, or demand, provided Sublessee has furnished the bond required in A.S. 34.35.072 (or any comparable statute hereafter enacted providing for a bond freeing the Premises from the effect of such a lien claim). Sublessee shall defend and indemnify Sublessor against all liability and loss of any type arising out of work performed on the Premises by Sublessee, together with reasonable attorneys' fees and all costs and expenses incurred by Sublessor in negotiating, settling, defending, or otherwise protecting against such claims. On completion of any substantial construction on the Premises, Sublessee shall file a notice of completion. Sublessee hereby appoints Sublessor as Sublessee's attorney-in-fact to file the notice of completion upon Sublessee's failure to do so after the construction has been substantially completed

G. Any alternation or addition to the Premises made by Sublessee shall remain as part of the Premises, and upon termination of this Sublease shall become the property of Sublessor.

Section 5.08 Liens and Encumbrances; Taxes. Sublessee shall keep the Premises free and clear of all assessments, encumbrances, charges, or liens created by or arising through Sublessee. Sublessee shall pay when due all taxes lawfully assessed or levied against or with respect to the Premises. Sublessee need not discharge any such tax, assessment, encumbrance, charge, or lien against the Premises so long as Sublessee in good faith diligently contests the tax, assessment, encumbrance, charge, or lien, or defends enforcement thereof in legal proceedings which operate to prevent its enforcement against the Premises or any part thereof.

Section 5.09 Utilities. Sublessee shall make all arrangements for, and pay for the installation or connection of, all utilities and services furnished to the Premises, including without limitation trash collection, sewer, water, gas, electricity, light, heat, telephone and cable television, and shall pay all utility and other charges incurred in the operation, maintenance, use or occupancy of the Premises.

Section 5.10 Access. Sublessee shall grant Sublessor and its authorized representatives the right to enter the Premises at all reasonable times for any of the following purposes:

- A. To determine whether the Premises are in good condition and whether Sublessee is complying with its obligations under this Sublease.
- B. To maintain or secure the Premises upon Sublessee's failure to do so.
- C. To serve, post, or keep posted any notices required or allowed under the provisions of this Sublease.

Section 5.11 Cooperation to Secure Grants. Subject to the sole discretion of the Council to seek or appropriate funds for such purpose, Sublessee shall cooperate with Sublessor in applying grants to upgrade and renovate the Premises. Sublessee's duty is limited to a duty of cooperation so as to support and not interfere with or impede the reasonable actions undertaken by Sublessor to secure such grants.

ARTICLE VI INDEMNITY AND INSURANCE

Section 6.01 Insurance. During the Term, Sublessee at its cost will maintain the following minimum amounts of insurance coverage:

- A. Comprehensive or Commercial General Liability Insurance shall cover all operations by or on behalf of Sublessee and provide insurance for bodily injury and property damage liability including coverage for: premises and operations; products and completed operations; contractual

liability insuring obligations assumed under Section 6.04; broad form property damage; and personal injury liability. The minimum limits of liability shall be:

1. Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage and Personal Injury Liability of \$1,000,000 each occurrence; \$1,000,000 aggregate.

2. Commercial General Liability policy, the limits of liability shall not be less than \$1,000,000 each occurrence (Combined Single Limit for bodily injury and property damage); \$1,000,000 for Personal Injury Liability; \$1,000,000 aggregate for Products-Completed Operations; and \$2,000,000 general aggregate.

B. Insurance against loss or damage to the contents of the Premises and loss of use of the Premises, in amounts to be determined by Sublessee, all such risk of loss being borne by Sublessee.

C. Worker's Compensation Insurance as required by law covering all employees of Sublessee who work at the Premises, the limits of liability shall not be less than \$100,000 each accident for Bodily Injury by Accident, \$100,000 each employee for Bodily Injury by Disease and \$500,000 policy limit for Bodily Injury by Disease;

D. Business Auto Liability Insurance for all owned, hired and non-owned vehicles with a minimum limit of \$1,000,000 combined single limit bodily injury and property damage.

Section 6.02 Insurers; Policy Forms and Loss Payees. All insurance required by Section 6.01 shall be carried by insurers having policyholder ratings no lower than "A" in the Best's Insurance Guide, latest edition in effect as of the date of this Sublease, and subsequently in effect at the time of renewal of such insurance during the Term. All policies evidencing insurance will be in the usual form and shall name Sublessor as an additional insured or loss payee. Each policy shall contain a provision that the insurer shall not cancel or substantially modify the policy provisions without first giving written notice thereof to Sublessor at least 30 days in advance of such cancellation or substantial modification. The limits and coverages required in Section 6.01 do not limit Sublessee's obligation to indemnify under Section 6.04. Certificates of insurance acceptable to Sublessor shall be filed with Sublessor. Sublessor's acceptance of a deficient certificate of insurance does not waive any insurance requirement in this Sublease.

Section 6.03 Waivers of Subrogation. If permitted by Sublessor's and Sublessee's insurance companies without penalties, Sublessor and Sublessee waive all rights against each other and any of their officers and employees, for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance applicable to the Premises. The policies of insurance required by this Sublease shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person even though that person would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person had an insurable interest in the property damaged.

Section 6.04 Indemnification of Sublessor. Sublessee shall indemnify, defend and save harmless Sublessor, and its present and former officers and employees, from any and all liability and damages, and against and from any and all actions, claims and demands of every kind, by or on behalf of any person, arising out of or pertaining in any way to the use, occupation, operation, condition, maintenance, repair or alteration of the Premises, or any accident, injury or damage occurring in, on or about the Premises or in, on or about the streets, sidewalks, curbs or yards in front of or adjacent to the Premises, or arising out of any failure of Sublessee to comply with the terms of this Sublease.

ARTICLE VII DESTRUCTION; CONDEMNATION

Section 7.01 Damage to or Destruction of Premises.

A. Subject to Subsection B of this Section, if the Premises are totally or partially destroyed during the Term, rendering the Premises totally or partially inaccessible or unusable, Sublessor shall restore the Premises to substantially the same condition as they were in immediately before destruction, and such destruction shall not terminate this Sublease.

B. Sublessor shall have no obligation to restore the Premises under Subsection A of this Section, if:

1. Existing laws do not permit the restoration;
2. The remainder of the Term does not exceed the greater of one year and twenty percent (20%) of the entire Term;
3. Sublessor determines that the restoration of the Premises cannot be completed within 90 days; or
4. Sublessor determines that the cost of restoration will exceed the amount of net proceeds received from insurance that Sublessor maintains under the ARRC Lease.

C. Sublessor shall give Sublessee notice of its election not to restore the Premises under Subsection B of the Section within 30 days after the date of destruction. Upon Sublessor's election not to restore the Premises, either party may terminate this Sublease by notice to the other party.

D. In case of destruction there shall be an abatement or reduction of rent between the date of destruction and the date of completion of restoration, based on the extent to which the destruction interferes with Sublessee's use of the Premises.

Section 7.02 Condemnation. If all or any part of the Premises is taken under the power of eminent domain, or if Sublessor sells or transfers all or any part of the Premises under threat of condemnation, and the taking, sale or transfer renders the Premises totally or partially inaccessible or

unusable, this Sublease shall terminate on the date of the taking, sale or transfer. Sublessor may retain the condemnation award or consideration for sale or transfer.

ARTICLE VIII ASSIGNMENT

Section 8.01 Consent Required for Assignment. Sublessee shall not voluntarily assign or encumber its interest in this Sublease or in the Premises, or sublease all or any part of the Premises, without first obtaining Sublessor's written consent, which Sublessor may grant or withhold in its sole discretion. This prohibition includes, without limitation, (i) any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Sublessee's corporate or proprietary structure; (ii) an assignment or subletting to or by a receiver or trustee in any Federal or state bankruptcy, insolvency, or other proceedings; or (iii) the sale, assignment or transfer of all or substantially all of the assets of Sublessee, with or without specific assignment of this Sublease. Consent by Sublessor to any assignment or subletting shall not constitute a waiver of the requirement for such consent to any subsequent assignment or subletting.

Section 8.02 Acceptance of Rent from Transferee. The acceptance by Sublessor of the payment of rent following any assignment or other transfer prohibited by this Article shall not be deemed to be a consent by Sublessor to any such assignment or other transfer nor shall the same be deemed to be a waiver of any right or remedy of Sublessor hereunder.

ARTICLE IX DEFAULT

Section 9.01 Events of Default Defined. Each of the following shall be an "Event of Default" or "Default" hereunder:

- A. Failure to pay rent when due, if the failure continues for five (5) days after Sublessor gives notice to Sublessee.
- B. Abandonment and vacation of the Premises (failure to occupy and operate the Premises for ten (10) consecutive Business Days shall constitute an abandonment or vacation).
- C. Failure to perform any other provision of this Sublease for a period of thirty (30) days after Sublessor gives Sublessee notice specifying the failure to perform; provided that if the failure cannot be cured in thirty (30) days, Sublessee shall not be in default if Sublessee commences within the thirty (30) day period and proceeds diligently to cure the failure.
- D. Sublessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Sublessee or of all or a substantial part of the assets of Sublessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any

insolvency law or any answer admitting the material allegations of a petition filed against Sublessee in any bankruptcy, reorganization or insolvency proceeding.

E. An order, judgment or decree is entered by any court of competent jurisdiction, approving a petition for or appointing a receiver, trustee, custodian or liquidator of Sublessee or of all or a substantial part of the assets of Sublessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days.

The provisions of this Section are subject to the limitation that if by reason of force majeure Sublessee is unable in whole or in part to perform its obligations under this Sublease, Sublessee shall not be deemed in default during the continuance of such inability.

Section 9.02 Sublessor's Remedies. Upon the occurrence and continuance of an Event of Default, Sublessor, without notice to Sublessee in any instance (except where expressly provided for below or required by law) may do any one or more of the following:

A. With or without judicial process, enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Sublessee situated in the Premises without liability for trespass or conversion, and may sell all or any part thereof at public or private sale. Sublessee agrees that five (5) days' prior notice of any public or private sale shall constitute reasonable notice. The proceeds of any such sale shall be applied, first, to the payment of all costs and expenses of conducting the sale or caring for or storing said property, including all attorneys' fees; second, toward the payment of any indebtedness, including without limitation indebtedness for rent, which may be or may become due from Sublessee to Sublessor; and third, to pay Sublessee, on demand in writing, any surplus remaining after all indebtedness of Sublessee to Sublessor has been fully paid.

B. Perform, on behalf and at the expense of Sublessee, any obligation of Sublessee under this Sublease which Sublessee has failed to perform and of which Sublessor shall have given Sublessee notice, the cost of which performance by Sublessor, together with interest thereon from the date of such expenditure, shall be payable by Sublessee to Sublessor upon demand.

C. Elect to terminate this Sublease and the tenancy created hereby by giving notice of such election to Sublessee, and may reenter the Premises, without the necessity of legal proceedings, and may remove Sublessee and all other persons (if Sublessee is still in possession) and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Sublessee without resort to legal process and without Sublessor being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby.

D. Exercise any other legal or equitable right or remedy which it may have.

Any costs and expenses incurred by Sublessor (including without limitation attorneys' fees) in enforcing any of its rights or remedies under this Sublease shall be repaid to Sublessor by Sublessee upon demand.

Section 9.03 Nonwaiver of Breach. The failure of Sublessor to insist upon strict performance of any of the covenants and agreements of this Sublease or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such breach, or any other covenants or agreements, and the same shall remain in full force and effect.

ARTICLE X GENERAL PROVISIONS.

Section 10.01 Notices. Notice shall be sufficiently given hereunder when delivered or mailed by registered or certified United States mail, postage prepaid, to the other party at the address set forth on the first page of this Sublease (or at such other address as either party from time to time shall designate in writing to the other).

Section 10.02 Binding Effect. This Sublease shall be binding upon Sublessor and Sublessee and their respective successors and assigns, and shall inure to the benefit of Sublessor and Sublessee and their respective permitted successors and assigns

Section 10.03 Severability. If a court of competent jurisdiction finds any provision of this Sublease to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validly; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Sublease in all other respects shall remain valid and enforceable.

Section 10.04 Sublessor's Waivers and Consents. Sublessor shall not be deemed to have waived any rights under this Sublease unless such waiver is given in writing and signed by Sublessor. No delay or omission on the part of Sublessor in exercising any right shall operate as a waiver of such right or any other right. A waiver by Sublessor of a provision of this Sublease shall not prejudice or constitute a waiver of Sublessor's right otherwise to demand strict compliance with that provision or any other provision of this Sublease. No prior waiver by Sublessor, nor any course of dealing between Sublessor and Sublessee, shall constitute a waiver of any of Sublessor's rights or of any obligations of Sublessee as to any future transactions. Whenever the consent of Sublessor is required under this Sublease, the granting of such consent by Sublessor in any instance shall not constitute continuing consent in subsequent instances where such consent is required, and in all cases such consent may be granted or withheld in the sole discretion of Sublessor.

Section 10.05 Amendments. No amendment to this Sublease shall be effective unless made in a writing signed by the party or parties to be charged or bound by the amendment.

Section 10.06 Execution in Counterparts. This Sublease may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.07 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

Section 10.08 Captions. The captions or headings in this Sublease are for convenience only and are not to be used to interpret or define the provisions of this Agreement.

Section 10.09 Entire Agreement. This Sublease is the full, final and complete expression of the parties' agreement regarding the subject matter contained herein. This Sublease supersedes all prior or contemporaneous oral or written agreements between the parties with respect to the subject matter of this Sublease.

Section 10.10 Exhibits--Incorporation in Sublease. All exhibits referred to are attached to this Sublease and incorporated by reference.

IN WITNESS WHEREOF, the undersigned have executed this Sublease as of the date first set forth above.

**SUBLESSOR:
CITY OF WASILLA**

**SUBLESSEE:
GREATER WASILLA CHAMBER OF
COMMERCE**

Dianne M. Keller, Mayor

Cheryl Metiva, President

APPROVAL BY ALASKA RAILROAD CORPORATION

The Alaska Railroad Corporation ("ARRC"), pursuant to the Lease dated as of September 30, 1982 between the City of Wasilla and ARRC, Contract No. 69-25-003-5480, as amended by Supplement No. 1 dated December 29, 1982, and Supplement No. 2 dated April 20, 1993, hereby acknowledges approval of the Sublease between the City of Wasilla and the Greater Wasilla Chamber of Commerce, and further acknowledges that the Sublease is consistent with the requirement that the Sublease further the goal of public service.

Dated this _____ day of _____ 2007

ALASKA RAILROAD CORPORATION

By: _____
Its: _____

CHAMBER ROLE IN COMMUNITY OF WASILLA

OVERVIEW OF GREATER WASILLA CHAMBER OF COMMERCE

The Greater Wasilla of Chamber of Commerce (GWCoC) is a voluntary organization of business and professional men and women who have joined together for the purpose of promoting the civic and commercial progress of our community. The area's economic well being is related directly to the caliber of work that is done by the Chamber. That is why the GWCoC has a major impact on business, income and future growth of the area.

There are two primary functions of a chamber of commerce: (1) it acts as spokesperson for the business and professional community and translates into action the consensus of its members, and (2) it renders specific services of a type that can be most effectively rendered by a community organization both to its members and to the community as a whole.

GWCoC activities are overseen by a 10-member Board of Directors comprised of dedicated community leaders who support the efforts of the Chamber. Board members are elected each year for two-year terms. Working together these 10 individuals develop policies for their own operations and for the operations of GWCoC as a whole.

MISSION STATEMENT

THE MISSION OF THE GREATER WASILLA CHAMBER OF COMMERCE IS TO CREATE A POSITIVE ECONOMIC & CIVIC CLIMATE IN THE GREATER WASILLA AREA, THEREBY MAKING IT POSSIBLE FOR MEMBERS AND THE COMMUNITY TO GROW AND PROSPER. THROUGH MEMBERSHIP, OUR CHAMBER EXISTS TO FACILITATE GROUP ACTION ON THE PART OF THE BUSINESS COMMUNITY.

Amended Restated
THE GREATER WASILLA CHAMBER OF COMMERCE, INC.
BYLAWS

ARTICLE I
NAME AND PURPOSE

Section 1: NAME

This organization is incorporated under the laws of the State of Alaska and shall be known as the Greater Wasilla Chamber of Commerce, Inc.

Section 2: PURPOSE

In conformance with its Articles of Incorporation, as amended, the Greater Wasilla Chamber of Commerce, Inc. is organized to advance the general welfare and prosperity of the Wasilla community and its environs so that its citizens and all areas of its business community shall prosper. All necessary means of promotion shall be provided and particular attention and emphasis shall be given to the economic, civic, commercial, cultural, industrial and educational interests of the area.

Section 3: LIMITATION OF METHODS

1. The Greater Wasilla Chamber of Commerce, Inc. shall observe all local, state and federal laws which apply to a non-profit corporation as defined in section 501(c)(6) of the Internal Revenue Code, as amended from time to time.
2. No officer, board member or committee member shall make public any formal action, or make public any resolution, or in any way commit the Chamber of a question of policy without first receiving formal approval of the board of directors.
3. The Greater Wasilla Chamber of Commerce, Inc. shall be nonpartisan and nonsectarian and shall take no part in, or loan its influence to election or appointment of any candidate for office in the city, borough, state, federal government or any other political subdivision office. The Greater Wasilla Chamber of Commerce may endorse legislation or initiatives which support the purpose and mission of the Chamber and the greater good of the Wasilla business community.

ARTICLE II
MEMBERSHIP

Section 1: ELIGIBILITY

Any reputable business firm, individual, association, corporation, partnership or estate having an interest in the above purpose shall be eligible to apply for membership. Membership classification, if any, may from time to time be prescribed by the board of directors.

Section 2: ELECTION

Applications for membership shall be in writing, on forms provided for that purpose, and signed by the applicant. The Executive Director shall review all applications and submit them to the board of directors with a recommendation. Election of members shall be by the board of directors at any meeting thereof. Any applicant so elected shall become a member upon payment of the regularly scheduled dues as provided in Section 3 of Article II. Denial of membership shall be in accordance with the same standards and rights to hearing as for members as represented under "Section 4: TERMINATION".

Section 3: DUES

Membership dues shall be at such rates, schedule or formula as may be from time to time be proposed by the board of directors with membership approval in accordance with the voting and meeting sections of these bylaws, and payable in advance or according to board policy.

Section 4: TERMINATION

- a) Any member may resign from the Chamber upon written request to the board of directors;
- b) Any member shall be expelled by the board of directors by a two-thirds vote for nonpayment of dues after ninety (90) days from the date due, unless otherwise extended for good cause;
- c) Any member may be expelled by a two-thirds vote of the board of directors, at a regularly scheduled meeting thereof, for conduct unbecoming a member or prejudicial to the aims or repute of the Chamber, after notice and opportunity for a hearing are afforded the member complained against;
- d) No resignation shall relieve the resigning member of the obligation to pay dues or other accrued unpaid charges.

Section 5: VOTING PRIVILEGES OF MEMBERS

Members of the Chamber in good standing are entitled to one vote per election, except for Associate Members.

Section 6: EXERCISE OF PRIVILEGES

Any firm, association, corporation, partnership or estate holding membership may appoint one voting delegate and one alternate voting delegate whom the holder desires to exercise the privileges of membership covered by its subscription.

ARTICLE III MEETINGS

Section 1: ANNUAL MEETING

The annual meeting of the Chamber association shall be held within sixty

(60) days of the end of each year or at such other time and place as determined by the board of directors and notice thereof mailed to each member at least ten (10) days before said meeting.

Section 2: ADDITIONAL MEETINGS

General meetings of the Chamber of Commerce may be called by the president at any time, or upon petition in writing of 10% of the members in good standing;

- a) Notice of special meetings shall be mailed to each member at least two (2) days prior to such meetings;
- b) Board meetings may be called by the president or by the board of directors upon written application of three (3) members of the board. Notice (including the purpose of the meeting) shall be given to each director at least two (2) days prior to said meeting;
- c) Committee meetings may be called at any time by the president, vice president, or by the committee's chairperson.

Section 3: QUORUMS

At any duly called general meeting of the Chamber, 10% of the members shall constitute a quorum; at meetings of the board of directors, a majority of directors shall be present to constitute a quorum of the board of directors. At committee meetings, a majority shall constitute a quorum except when a committee consists of more than nine (9) members, five (5) shall constitute a quorum.

Section 4: NOTICES

Written or printed notice stating the place, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered no less than two (2) nor more than forty (40) days before the day of the meeting, either personally or by mail to each member entitled to vote at such meeting. Notice of all meetings of the board shall be given by mail or telephone to the directors at least two (2) days prior to the date of the meeting.

ARTICLE IV
BOARD OF DIRECTORS

Section 1 Management and Control

The business, finances, property and affairs of the GWCC shall be managed by its Board.

Section 2 Composition of the Board

- a) The Board shall consist of ten (10) voting directors who shall be elected by the Chamber's general membership.

- b) The immediate Past President shall hold a Board seat for one year as an exofficio member without voting right, except that in the case of a tie vote, the Past President may cast a vote to break any tie vote of the regular voting Board members.

Section 3 Qualification

A director must be an active member or representative of an active corporate member, current in payment of Chamber dues, and shall possess attributes, experience or expertise beneficial to the Chamber's mission. No more than one (1) employee of a member corporation may serve at any time on the Board.

Section 4 Term

A director shall be elected for a term of three (3) years. A director may not serve more than two (2) consecutive terms, not including partial terms.

Section 5 Election and Staggered Service Terms

Directors serving on the Board are elected by the membership of the Chamber at its annual meeting. The Board shall be divided into three (3) classes; two (2) classes of three (3) each, and one class of four (4) and the classes shall serve staggered three year terms. The terms being served by the Chamber Board prior to the effective date of these Amended and Restated Bylaws shall constitute the staggered terms of the Board, although current board members may volunteer with agreement of the Board to serve an additional year as necessary to initiate the staggered class rotation. The initial staggered terms (1 year, 2 year, 3 year) may also be determined by drawing lots for initial positions on the three classes of board members. Thereafter, a nominating committee of the Board shall nominate at least one person for each vacancy to be filled at the election, and such nominations shall be conveyed to the general Chamber membership. Any member who is qualified under Article IV, Section 3, "Qualification", of these Bylaws may submit an application to be nominated for the Board and shall provide such information on the application form as may be determined by the nominating committee to be relevant to the selection of candidates. For each vacancy, the Nominating Committee, in its discretion, may nominate one or more qualified members who have submitted applications or it may nominate one or more other qualified members who the Nominating Committee concludes would be suitable to serve on the Board. Prior to each annual member meeting, the membership shall then cast votes by mail of nominated candidates to fill scheduled and/or anticipated vacancies on the board, and the results of the vote by mail shall be announced at the meeting.

Section 6 Unexpired Term and Removal

The Board shall elect a person to fill a vacancy in the office of director on the Board and the person elected shall serve until the next annual meeting of the membership, at which time the members shall elect a person to fill the seat for the remainder of the unexpired term of the vacancy on the Board. A vacancy occurs upon the death, resignation or removal of any director. A director may be removed, with or without cause, by a two-thirds (2/3) vote of the membership.

The board of directors shall be composed of ten (10) elected members, five (5) of whom shall be elected annually on a staggered basis for a term of two (2) years as hereinafter provided. No member of the board of directors is eligible for more than two (2) successive elected terms without allowing one

(1) year to lapse prior to seeking election a third time.

The government and policy-making responsibilities of the Chamber shall be vested in the board of directors, which shall control its property, be responsible for its finances, and direct its affairs.

Section 2: SELECTION AND ELECTION OF DIRECTORS

a) Nominating Committee. At the regular August board meeting, the president shall appoint subject to approval by the board of directors, a nominating committee consisting of two (2) members from the board of directors, and two (2) from the membership at large.

At the September board meeting, the nominating committee shall present to the board of directors a slate of candidates to serve threetwo-year terms, to replace the directors whose regular terms are expiring. Each candidate must be an active member in good standing and must have agreed to accept the responsibility of a directorship. If a board member has served two (2) successive elected terms, a period of one (1) year must elapse before election eligibility is restored.

b) Publicity of Nomination. Upon receipt of the report of the nominating committee, the Executive Director shall immediately notify the membership of the names of persons nominated as candidates for directors.

c) Nominations by Petition. Additional names of candidates for directors can be nominated by petition bearing the genuine signatures of at least 5% of the qualified members of the Chamber. Such petition shall be filed with the nominating committee within ten (10) days after notice has been given of the names of those nominated. The determination of the nominating committee as to the legality of the petition(s) shall be final.

d) Determination. If no petition is filed within the designated period, the nominations shall be closed and the nominated slate of candidates shall be declared nominated by the board of directors at their regular October board meeting.

If a legal petition shall present additional candidates it will be included with the names of all other candidates and shall be arranged on a ballot in alphabetical order. Instructions will be to vote for no more than one candidate per vacant seat. The Executive Director shall mail this ballot to all active members at least 15 days before the regular November board meeting.

The ballots shall be marked in accordance with instructions printed on the ballot and returned to the Chamber office within ten (10) days. The board of directors shall at their regular November board meeting or the annual meeting, if it is held in the month of November, declare the candidates with the greatest number of votes, elected to fill the vacant seats.

e) Judges. The president shall appoint, subject to the approval of the board of directors, at least three (3), but not more than five (5) judges who are not members of the board of directors or candidates for election. Such judges shall have complete supervision of the election, including the auditing of ballots. They shall report the results of the election to the board of directors.

Section 3: SEATING OF NEW DIRECTORS

All newly elected board members shall be seated at the first regular December board meeting and shall be participating members thereafter. Retiring directors shall continue to serve until the end of the fiscal year.

Section 4: VACANCIES

A member of the board of directors who shall be absent from three (3) consecutive regular and special meetings of the board of directors shall automatically be dropped from membership on the board, unless confined by illness or other absence approved by the President.

The Board may, at its discretion and by majority vote, remove a director for excessive absenteeism.

Vacancies on the board of directors, or among the officers, shall be filled by appointment made by the board. Directors appointed by the board will fulfill the balance of the term remaining for that seat.

Section 5: POLICY

The board of directors is responsible for establishing procedure and formulating policy of the organization. It is also responsible for adopting all policies of the organization. These policies shall be maintained in a policy manual, to be reviewed annually and revised as necessary.

Section 6: MANAGEMENT

- A. The board of directors shall employ an executive director and shall fix the salary and other considerations of employment.
- B. The Executive Director shall be determined and hired by the Board of Directors. The Executive Director shall be the chief administrative and executive officer. The Executive Director shall serve the board of directors, and cause to be prepared notices, agendas, and minutes of meetings of the board and Chamber. The Executive Director shall serve as advisor to the president on program planning, and shall assemble information and data and cause to be prepared special reports as directed by the program of the Chamber and its Board of Directors. The Executive Director shall be responsible for administration of the program of work in accordance with the policies and regulations of the board of directors.

The Executive Director shall be responsible for hiring, discharging, directing and supervising all employees.

The Executive Director in cooperation with the Budget Committee shall be responsible for the preparation of an operating budget covering all activities of the Chamber, and subject to approval of the board of directors. The Executive Director shall also be responsible for all expenditures with approved budget allocation. The Executive Director shall be responsible for such other duties and responsibilities as directed by the Board and the position's job description.

Section 7: INDEMNIFICATION

The Chamber may, by resolution of the board of directors, provide for indemnification by the Chamber of any and all current or former directors against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding, in which they or any of them are made parties, or a party, by reason of having been officers or directors of the Chamber, except in relation to matters as to which such officer or director shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for negligence or misconduct.

ARTICLE V OFFICERS

Section 1: SELECTION AND ELECTION OF OFFICERS

Upon the annual election of the Board of Directors, they shall meet, qualify, and elect from among themselves, a President, Vice President, Treasurer, and Secretary. All officers shall serve for a term of one (1) year or until their successors assume the duties of office.

Section 2: DUTIES OF OFFICERS

- A. President. The president shall serve as the chief elected officer of the Chamber of Commerce and shall preside at all meetings of the membership, Board of Directors and Executive Committee.

The president shall, with the advice and counsel of the Executive Director, assign Vice President to divisional or departmental responsibility, if any, subject to Board of Directors approval.

The President shall, with advice and counsel of the Executive Director, determine all committees, select all committee leaders, assist in the selection of committee personnel, if any, subject to approval of the board of directors.

- B. President-Elect Position In the absence or disability of the President, the President-Elect shall perform all duties of the President and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The President-Elect shall have such other powers and perform such other duties as from time to time may be prescribed for she/he respectively by the president, Board of Directors of the Bylaws. They will also have under their immediate jurisdiction all committees pertaining to their general duties. The President-Elect shall automatically serve as President on the year following his/her initial election.
- C. Vice President. The duties of the vice president shall be such as his or her title by general usage would indicate, and such as required by law, as well as those that may be assigned by the President and Board of Directors. They will also have under their immediate jurisdiction all committees pertaining to their general duties.
- D. Treasurer. The Treasurer shall be responsible for the safeguarding of all funds received by the Chamber and for their proper disbursement. Such funds shall be kept on deposit in financial institutions, or invested in a manner approved by the Board of Directors. Checks are to be signed according to a policy established by the Board of Directors.
- E. Secretary. The Secretary shall sign, with the President, official Chamber documents which shall be authorized by the Board or the members and in general, perform all duties assigned to the Secretary by the President and the Board.

Section 3: EXECUTIVE COMMITTEE

The Executive Committee shall act for and on behalf of the Board of Directors when the board is not able to meet, but shall be accountable to the Board for its actions. It shall be composed of the officers of the Board. The President will serve as head of the Executive Committee. A quorum shall consist of a majority of those eligible to serve on the Executive Committee.

Section 4: INDEMNIFICATION

The Chamber may, by resolution of the Board of Directors, provide for indemnification by the Chamber of any and all of its officers or former officers as spelled out in Article IV, Section 7 of these bylaws.

ARTICLE VI COMMITTEES AND DIVISIONS

Section 1: APPOINTMENT AND AUTHORITY

The president, by and with the approval of the board of directors, shall appoint all committees and committee leaders. The president may appoint such

ad hoc committees and their leaders as deemed necessary to carry out the program of the Chamber. Committee appointments shall be at the will and pleasure of the president and shall serve concurrent with the term of the appointing president, unless a different term is approved by the board of directors.

It shall be the function of committees to make investigations, conduct studies and hearings, make recommendations to the board of directors, and to carry on such activities as may be delegated to them by the board.

Section 2: LIMITATION OF AUTHORITY

No action by any member, committee, division, employee, director, or officer shall be binding upon, or constitute an expression of, the policy of the Chamber until it shall have been approved or ratified by the board of directors.

Committees shall be discharged by the president when their work has been completed and their reports accepted, or when, in the opinions of the board of directors, it is deemed wise to discontinue the committees.

ARTICLE VII FINANCES

Section 1: FUNDS

All money paid to Chamber shall be placed in a general operating fund, unless specifically designated by the Board, and shall be under the direction and control of the Board of Directors.

Section 2: DISBURSEMENTS

Upon approval of the budget, the Executive Director is authorized to make disbursements on accounts and expenses provided for in the budget without additional approval of the board of directors. Disbursement shall be by check, with two authorized signatures.

Section 3: FISCAL YEAR

The fiscal year of the Chamber shall close on December 31.

Section 4: BUDGET

As soon as possible after election of the new board of directors and officers, the budget committee shall adopt the budget for the coming year and submit it to the board of directors for approval. Budgeted expenses shall not exceed budgeted revenues in any fiscal year. Subject to Board approval, the operating budget may be amended as appropriate during a fiscal year.

A budget committee shall be appointed annually by the president. The

committee shall from time to time, advise the board of directors with respect to the financial policies of the organization. It shall suggest ways and means of conserving and increasing the membership and revenues.

The committee shall be responsible for assisting the administration in establishing the budget necessary to meet requirements of the Chamber's program of work.

At the December meeting the budget committee in conjunction with the Executive Director, shall present a budget of estimated income and expenses and submit it to the board of directors.

Section 5: ANNUAL AUDIT

The accounts of the Chamber shall be audited annually as of the close of the business by either an internal audit committee or a certified accountant to be decided by the board.

ARTICLE VIII PARLIAMENTARY PROCEDURE AND SEAL

Section 1: PARLIAMENTARY AUTHORITY

The current edition of Robert's Rules of Order shall be the final source of authority in all questions of parliamentary procedure when such rules are not inconsistent with the charter or bylaws of the Chamber.

Section 2: SEAL

The Chamber may use a seal of such design as may be adopted by the board of directors.

ARTICLE IX DISSOLUTION

Section 1:

The Chamber shall use its funds only to accomplish the objectives and purposes specified in these bylaws, and no part of said funds shall inure, or be distributed, to the members of the Chamber. On dissolution of the Chamber, any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific or philanthropic organizations to be selected by the board of directors as defined in IRS Section 501(c)(3).

ARTICLE X AMENDMENTS

Section 1: REVISIONS

These bylaws may be amended or altered by a majority of the members at any regular or special meeting, providing the notice for the meeting includes the proposals for amendments. Any proposed amendments or alterations shall be submitted to the members and the Board of Directors in writing, at least ten (10) days in advance of the meeting at which they are to be acted upon.

**ARTICLE XI
STATEMENT OF NON-DISCRIMINATION**

Section 1: Policy

The Greater Wasilla Chamber of Commerce, its Directors and its Staff, shall comply with applicable law as it relates to discrimination and diversity.

**ARTICLE XII
CERTIFICATION OF BYLAWS**

The foregoing ByLaws of the Greater Wasilla Chamber of Commerce, Inc. were duly adopted at a meeting of the Board of Directors in 1976 and amended as indicated below.

Laura D. Chase Cheryl Metiva, Executive Director

Approved:

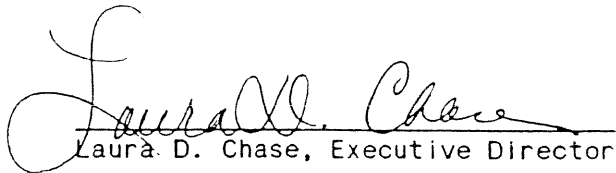
Micah D. Weinstein John Klapperich
President of the Board of Directors

Summary of Amendments to ByLaws:

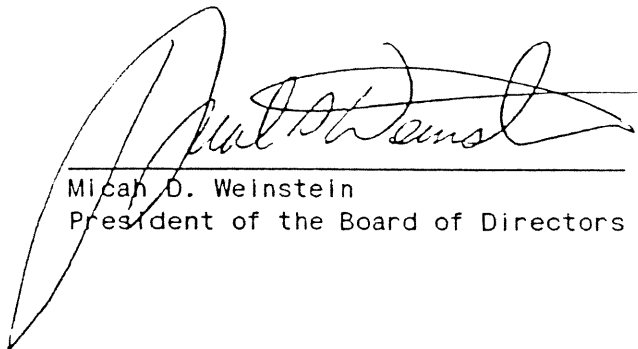
Adopted: May 18, 1976
Amended: March 19, 1986
Amended: October 28, 1986
Amended: February 23, 1987
Amended: March 17, 1990
Amended: June 28, 1994
Amended: November 1997
Amended: November, 2005

ARTICLE XI
CERTIFICATION OF BYLAWS

The foregoing ByLaws of the Greater Wasilla Chamber of Commerce, Inc. were duly adopted at a meeting of the Board of Directors in 1976 and amended as indicated below.


Laura D. Chase, Executive Director

Approved:


Micah D. Weinstein
President of the Board of Directors

Summary of Amendments to ByLaws:

Adopted: May 18, 1976
Amended: March 19, 1986
Amended: October 28, 1986
Amended: February 23, 1987
Amended: March 17, 1990
Amended: June 28, 1994

State of Alaska
Department of Community and Economic Development
Division of Banking, Securities and Corporations

**CERTIFICATE
OF
INCORPORATION
Nonprofit Corporation**

The undersigned, as Commissioner of Community and Economic Development of the State of Alaska, hereby certifies that Articles of Incorporation of

GREATER WASILLA CHAMBER OF COMMERCE

have been received in this office and have been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Community and Economic Development, and by virtue of the authority vested in me by law, hereby issues this Certificate of Incorporation and attaches hereto the original copy of the Articles of Incorporation.

IN TESTIMONY WHEREOF, I execute this certificate and
affix the Great Seal of the State of Alaska on
AUGUST 13, 2001

Deborah B. Sedwick

Deborah B. Sedwick
Commissioner of Community
and Economic Development

NONPROFIT BIENNIAL REPORT

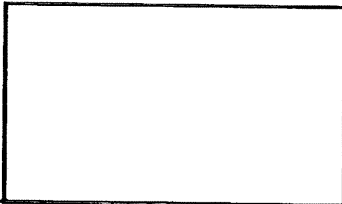
For Official Use Only

FILE NO.: 73960

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(As required by AS 10.20.620)

State of Alaska
 Department of Community &
 Economic Development
 Corporations Section
 P.O. Box 110808
 Juneau, Alaska 99811-0808
 Telephone: (907) 465-2530



For period ending June 30, 2003

1. Name and Mailing Address of Entity GREATER WASILLA CHAMBER OF COMMERCE 415 E RAILROAD AVE WASILLA AK 99654		DUE BIENNIALLY ON JULY 2 CORPORATION FEE DUE: \$15.00 add \$ 5.00 penalty if report is postmarked after August 1. The report and fees must be received together Refer to instructions for more information.	
2. Registered Agent: See instructions for information on changing this data. EDWARD L BRITTINGHAM 415 E RAILROAD AVE WASILLA AK 99654			
3. Corporation organized under the laws of state/country ALASKA			
4. Write a description of the business activities of the corporation in Alaska. ADVANCE GENERAL WELFARE & PROSPERITY OF WASILLA AREA			
5. This report will not be filed unless at least three directors and their addresses are listed. Alaska Statutes require at least three directors. If more, list on a separate sheet.			
Name		Address	
City, state, etc.			
Caddy Coan		351 W. Parks Hwy, Ste. 201	
Wasilla, AK. 99654			
Karen Walton		P.O. Box 871590	
Wasilla, AK. 99687			
Vincent Curry		P.O. Box 873351	
Wasilla, AK. 99687			
6. List the names and addresses of the corporation's officers. Two offices may be held by the same person, except the president and secretary cannot be the same person. This report will not be filed unless all officers are listed.			
Title	Name	Address	City, state, etc.
President	John Klapperich	P.O. Box 871526	Wasilla, AK. 99687
Vice President	Susan Price	951 E. Bogard Rd., Ste. 100	Wasilla, AK. 99654
Secretary	Tanice Strong	3161 Palmer-Wasilla Hwy, Ste. 3	Wasilla, AK. 99654
Treasurer	Ted Perez	850 E. USA Circle	Wasilla, AK. 99654
7. List the dollar value of the real property assets of the corporation. If none, enter 0. \$0			
8. List the dollar value of the personal property assets of the corporation. If none, enter 0. \$14,158.			

Before signing, you must respond to items numbered 1 through 8 or the report will not be filed. Any person providing information which is false in any material respect is subject to criminal prosecution.

June 17, 2003
 Date

[Signature]
 Signature

Executive Director
 Title

THE BIENNIAL REPORT AND FILING FEE MUST BE FILED AT THE SAME TIME.

MAIL ORIGINAL, SIGNED REPORT WITH \$15 BEFORE JULY 2 DUE DATE.
 THE FEE IS \$20 WHEN POSTMARKED AFTER AUGUST 1.

RECEIVED
 JUN 17 2003
 CORPORATION SECTION
 DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT
 STATE OF ALASKA

03

Print this page before submitting!

Include when mailing your biennial report.

Additional directors for GREATER WASILLA CHAMBER OF COMMERCE:

Line	Title	Name	Address	City, State Zip
1	Director	Annette Andreas	581 W. Parks Hwy.	Wasilla, AK. 99654
2	Director	Faye Palin	3362 Naomi Ave.	Wasilla, AK. 99654
3	Director	Colleen Leonard	290 E. Herring Ave.	Wasilla, AK. 99654
4				
5				
6				
7				

Print Form

Submit Data



State of Alaska
 Department of Commerce, Community, and Economic Development
 Division of Corporations, Business and Professional Licensing
 Corporations Section
 PO Box 110808
 Juneau, AK 99811-0808

AK Entity #: 73960D
 Date Filed: 03/12/2007 04:23 PM
 State of Alaska
 Department of Commerce

**Nonprofit Corporation
 Online 2005 Biennial Report**
 For the period ending June 30, 2004

Alaska Entity # 73960D	Entity Mailing Address
GREATER WASILLA CHAMBER OF COMMERCE	415 E Railroad Ave Wasilla, AK 99654

Name and Mailing Address of Registered Agent:	Physical Address of Agent if mailing Address is a PO Box or Mail Stop
Edward L Brittingham 415 E Railroad Ave Wasilla, AK 99654	

Check this box if there are no changes to the entity information listed below:

Title	Name	Mailing Address (City, State, ZIP Code)	<input checked="" type="checkbox"/> if Director	<input checked="" type="checkbox"/> if alien affiliate
President	John Klapperich	PO Box 871526 Wasilla AK 99687	<input type="checkbox"/>	<input type="checkbox"/>
Vice President	Susan Price	951 E Bogard Rd Ste 100 Wasilla AK 99654	<input type="checkbox"/>	<input type="checkbox"/>
Secretary	Janice Strong	3161 Palmer Wasilla Gwy Ste 3 Wasilla AK 99654	<input type="checkbox"/>	<input type="checkbox"/>
Treasurer	Ted Perez	850 E Usa Cir Wasilla AK 99654	<input type="checkbox"/>	<input type="checkbox"/>
Director	Vincent Curry	PO Box 873351 Wasilla AK 99687	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Director	Caddy Coan	351 W Parks Hwy Ste 201 Wasilla AK 99654	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Director	Karen Walton	PO Box 871590 Wasilla AK 99687	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Enter any changes to the officer/director information listed above:

Title	Name	Mailing Address (City, State, Zip Code)	<input checked="" type="checkbox"/> if Director	<input checked="" type="checkbox"/> if alien affiliate
President	Jason Hamlin	200 W. 34th Ave. #864 Anchorage AK 99503	<input type="checkbox"/>	<input type="checkbox"/>
Vice President	Teresa Blume	PO Box 651 Willow AK 99688	<input type="checkbox"/>	<input type="checkbox"/>
Secretary	Wayne Martin	5751 E. Mayflower Ct. Wasilla AK 99654	<input type="checkbox"/>	<input type="checkbox"/>
Treasurer	Taka Tsukada	581 W. Parks Hwy Wasilla AK 99654	<input type="checkbox"/>	<input type="checkbox"/>
Director	Chas St. George	PO Box 870800 Wasilla AK 99687	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Director	Ryan Berry	851 E. Westpoint Dr., Ste. 101 Wasilla AK 99654	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Director	Cheryl Combs	280 N Willow St. Wasilla AK 99654	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Please note that this report may not be filed for the record if the required information is not provided. All non-profit corporations must have a president, vice president, secretary, treasurer, and at least three directors. The secretary and the president cannot be the same person.

This report is public information. Please do not list confidential information such as date of birth or Social Security Numbers.

Note: The registered agent information, name of the entity and the information in the boxes below cannot be changed using this form. You can request the necessary form to change the information by calling 907-465-2530 or visit our website at www.corporations.alaska.gov

State of Domicile	Alaska	Primary NAICS Code	
Description of Business Activities in Alaska	ADVANCE GENERAL WELFARE & PROSPERITY OF WASILLA AREA		

03/12/2007 Jill M. Bruley Executive Assistant
 Date Signature Title

This report is due on July 2nd and must be received with the applicable fees in U.S. dollars.

If post marked on or before July 2nd: \$15.00	If post marked after August 1st: \$20.00
---	--



State of Alaska
Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing
Corporations Section
PO Box 110808
Juneau, AK 99811-0808

Additional Parties

Other

Erika Bills

850 E. USA Circle Ste. A Wasilla AK 99654

AK Entity #: 73960D
 Date Filed: 03/23/2007 12:00 AM
 State of Alaska
 Department of Commerce



Department of Commerce, Community, and Economic Development
 Corporations, Business, and Professional Licensing
 Corporations Section
 PO Box 110808
 Juneau AK 99811-0808

STATEMENT OF CHANGE

Registered Agent or Registered Agent Address

Pursuant to Alaska Statutes the undersigned entity submits the following statement for the purpose of changing its registered agent or the registered agent address in the State of Alaska.

1. Name of Entity: _____ **Alaska Entity #:** _____

Greater Wasilla Chamber of Commerce *73960D*

The registered agent must be an individual resident of Alaska or a corporation in good standing authorized to transact business in Alaska. A corporation may not act as its own agent. **The registered agent address must be in Alaska.**

2. Prior Registered Agent Information:

Name:	<i>Edward L. Brittingham</i>		
Mailing Address:	<i>415 E Railroad Ave</i>	City: <i>Wasilla</i>	State: AK Zip Code: <i>99654</i>
Physical Address if Mailing Address is a Post Office Box:			

3. New Registered Agent Information:

Name:	<i>Cheryl Metiva</i>		
Mailing Address:	<i>415 E Railroad Ave.</i>	City: <i>Wasilla</i>	State: AK Zip Code: <i>99654</i>
Physical Address if Mailing Address is a Post Office Box:			

Check this box if this is also the principal office address for the entity shown above.

4. Authorization:

Date this change was authorized:	<i>3/12/07</i>
This change was authorized by (check appropriate box)	<input checked="" type="checkbox"/> Resolution of the board of directors (Corporation) <input type="checkbox"/> A member (Limited Liability Company) <input type="checkbox"/> General Partner (Limited Partnership or Limited Liability Partnership)

The president or vice president of the corporation, a member of a limited liability company, or a general partner of a limited partnership or limited liability partnership must sign this statement.

Signature of Authorized Person	Title	Date
<i>John L. ...</i>	<i>President</i>	<i>3-12-07</i>

If you have specific legal questions or concerns about this filing, you are strongly advised to consult an attorney or other professional to assist you. Mail the completed filing and the **\$25.00** fee (in U.S. dollars) to:

State of Alaska
 Corporations Section
 PO Box 110808
 Juneau, AK 99811

For additional information or forms please visit our web site

State of Alaska
 Filing Changes 1 Page(s)



Contract No. 69-25-0003-5480

L E A S E

THIS INDENTURE, made this 30th, day of Sept., 1982, by and between THE ALASKA RAILROAD, herein called the "Railroad," and CITY OF WASILLA, P.O. Box 430, Wasilla, AK 99687, herein called "Lessee."

WITNESSETH:

FIRST: The Railroad hereby leases to the Lessee the following described property:

The Alaska Railroad Wasilla Depot Building ARR Bldg. No. 16001 and appurtenances thereto i.e., fuel oil systems, septic systems along with the land described below all of which is located within the Railroad mainline track right-of-way at Wasilla, Alaska, described as follows:

The southerly 85 feet of the Railroad's mainline track right-of-way from the east right-of-way line of the State of Alaska crossing at track Survey Station 5662+12.60, Milepost 159.87 (Main Street extended) east to a point 150 feet east of the east side of said Wasilla Depot Building.

TO HAVE AND TO HOLD the above-described premises, subject to the provisions following for a term of FIFTY-FIVE (55) YEARS, beginning OCTOBER 1, 1982, but subject always to the following express conditions, namely:

1. The Lessee agrees to use the above-described premises during the term hereof for municipal purposes. Lessee shall not allow the premises to be used for other than non-profit use. Provided, however, Lessee may maintain a small gift shop on the premises related to the operation of a tourist center or city museum.

2. The Railroad, in consideration of ONE HUNDRED DOLLARS (\$100.00) and other good and valuable considerations, hereby leases to the Lessee the premises herein described for the period OCTOBER 1, 1982 to SEPTEMBER 30, 1992. In addition, the Lessee agrees to pay, before the same shall become delinquent, all taxes and assessments levied and assessed during the term of this lease upon any buildings or improvements placed by the Lessee upon the property herein leased. Provided that on or about OCTOBER 1, 1992, and on or about the 1st day of each five-year period thereafter, during the term of this lease or any extension thereof, the rental rate will be adjusted to the Fair-Market Rental Value as determined by a qualified appraiser. It is understood and agreed that the above rental is the sole charge to be made for the rights, interests and privileges granted and extended to the Lessee herein; PROVIDED, however, that in the event the above-described premises are located within a public improvement district established by a duly constituted authority, the Lessee shall pay to the duly constituted authority the appropriate assessment levied; PROVIDED further, that if the Lessee fails to pay such assessment, the then current rental rate or any adjustments thereto, as outlined above, shall be increased by a sum of 12 percent per annum of the amount of such assessment attributable to said leased premises during the life of the lease, or any extensions thereto.

*supplement
2 changes
this*

3. That all goods and chattels, or any other property used or kept on said premises, shall be held for the rent under this lease, the Railroad being hereby given a valid and first lien upon all goods, chattels and property belonging to the Lessee, including all buildings and improvements placed upon said demised premises at any time during the term of this lease.

4. It is agreed that this lease may be terminated by the Lessee upon giving ninety (90) days' notice in writing to the Railroad. All notices to the Railroad may be effectually given by letter deposited by the Lessee postpaid in a United States Post Office addressed to The Alaska Railroad, Pouch 7-2111, Anchorage, AK 99510. All notices to the Lessee may be effectually given by the Railroad by posting or leaving the notice on the leased premises, or by letter deposited postpaid in a United States Post Office addressed to the Lessee at P.O. Box 430, Wasilla, AK 99687. Lessee shall advise the Railroad any change of address.

5. Lessee agrees that should the Railroad have a requirement in the future for office space that such space will be provided in the Depot Building at no cost to the Railroad. Rentals due from Lessee shall be reduced in accord with the amount of space and prorated share of maintenance or other leasehold operating costs attributable to Railroad activities.

6. Lessee agrees that, should the Railroad have a requirement for the Depot Building for Railroad operations, other than in Condition 5 above, the Railroad may terminate the lease on 90 days' written notice to the

Lessee. Provided, however, the Railroad shall reimburse Lessee for the value of any improvements made, to the extent such value has not been recaptured by Lessee as an off-set against fair market rentals due the Railroad.

7. Lessee agrees not to modify or alter the Wasilla Depot Building or erect any new building or structure on said premises without first submitting a plan or sketch thereof to the Railroad for approval, and when approved by the Railroad, the building or structure shall be placed or erected in strict compliance with such plan or sketch. All modifications to the Wasilla Depot Building or new construction on said premises shall be reviewed also by the Municipal Building Official and shall comply with all applicable codes including, but not limited to UBC, UFC, NEC, UMC, OSHA and the Secretary of Interior's Standards for Historical Properties.

8. Lessee agrees to permit Railroad passengers, waiting for trains to arrive, to use the Depot Building during the time when Lessee has the Depot Building open. This shall not be considered a requirement for Lessee to have the Depot Building open and available for Railroad passengers at other times, excepting and unless the Railroad has requested the Lessee, in writing, to make the facilities open and available at designated times. In the event that such services are requested or if the routine passenger use of the premises requires additional improvements operating expense, or loss of the use of portions of the premises; then Lessee shall be reimbursed therefore.

9. The Lessee understands and agrees that the property herein leased is in dangerous proximity to the Railroad's operating tracks. That in light of this close proximity, the Lessee shall exercise reasonable control of persons on the premises and shall not permit Lessee's guests to go on to the adjacent railroad track area, except in case of emergency or when boarding or unloading passengers from a Railroad passenger train.

10. The Lessee agrees that all modifications and additions to the building or new structures, all poles, signs, and stored materials, etc. to be erected or placed along the spur track, shall conform to The Alaska Railroad Standard Clearance Diagram No. 90.21 and approved by the Railroad prior to construction. Doors on the tract side of buildings shall be so hung as not to swing toward track.

11. The Lessee shall not park or store equipment or materials within 25 feet of centerline of track and Lessee shall not permit large vehicles to park between Depot Building and the Knik Goose Bay Railroad track crossing so as to maintain the site distances for both the highway as well as the Railroad.

12. Lessee will exercise reasonable care to have people, vehicles and snow removal equipment kept off the Railroad's track facilities located adjacent to the leased premises. Lessee agrees to install bumping blocks for vehicular parking to prevent vehicles from parking within 25 feet of the Railroad's track facilities. Lessee will submit to the Railroad, for its approval, a plan for construction of said bumping blocks. Construction will

take place after the Railroad has given its written approval. In the event that changes to the parking area are required for the benefit of railroad passengers or invitees, the Railroad shall accomplish such change or reimburse Lessee therefore.

13. Lessee agrees to make application to Utility Companies and arrange for utilities to be furnished at the expense of the Lessee.

14. Building Maintenance:

a. The Lessee, at its own expense, agrees to maintain both the interior and exterior of the building including the heating, water, septic and electrical systems in accordance with the Secretary of Interior's Standards or Historical Properties.

b. The Railroad will maintain the depot platform at its expense. The Railroad may in lieu of maintaining, rebuilding or altering or for other reasons elect to remove all or a portion of said platform; in the event only a portion of the platform is removed, Railroad shall be responsible for maintaining the remaining portion.

c. The Lessee hereby understands and agrees that all Occupational Safety and Health inspections or evaluations on Department of Transportation property will be conducted by Departmental personnel, or as authorized by the Secretary of Transportation. Requests or notifications served on a Department of Transportation element by an outside organization relative to its desire or intent to carry out an inspection or evaluation will be promptly forwarded through appropriate channels through The Alaska Railroad's Manager, Industrial Development & Real Estate to Alaska Railroad Manager, Safety to the Assistant Secretary for Administration, with recommendations as to whether this activity should be permitted. The Assistant Secretary for Administration, acting for the Secretary, will approve or disapprove all such requests. Furthermore, it is understood, the Lessee shall not permit any Occupational Safety and Health inspections or evaluations to transpire upon The Alaska Railroad, Department of Transportation, property without the aforementioned approval. Furthermore, any attempt to inspect or evaluate said premises, or notification of intent to inspect or evaluate said premises, or notification of intent to inspect said premises by Federal Department of Labor, OSHA, or State Department of Labor or DOSH inspectors shall require immediate notification of The Alaska Railroad's Manager, Safety.

15. The Lessee covenants during the term of the Lease to maintain a fire and extended coverage insurance policy on the building in the amount of \$40,000.00 for the first five years and will increase 10% each five year period thereafter this lease is in effect. Said fire and extended coverage insurance policy shall be made out in the name of The Alaska Railroad, and shall be deposited with The Alaska Railroad on the effective date of this demise.

16. The Lessee agrees, at the Lessee's own cost and expense, to observe and comply with all the laws, including the environmental laws, and rules, regulations and orders of any duly constituted authority. The Lessee shall maintain at Lessee's sole cost and expense adequate fire extinguishers upon the said premises.

17. The Lessee agrees to keep the premises above-described in a neat, clean and sanitary condition, clear of all straw, rubbish and waste material, and to keep the same free from any brush, weeds or grass.

18. The Lessee shall not dump gasoline, oil or any waste material on the leased premises that would tend to contaminate any creek or source of water supply used by the Railroad or people of the surrounding area, or as a salmon propagation stream. A complete sewage disposal system shall be constructed. No portion of the system shall be commissioned until approval is given by the governmental body. If a sanitary sewer line is constructed adjacent to the leased premises, the Lessee agrees to participate in the cost of construction in such amount as may be attributable to said leased premises, payments to be made as required by the governmental body that constructed said sewer line, and Lessee agrees to connect sanitary facilities on the leased premises to said sewer line.

19. If the above-described land is situated on navigable waters, the Lessee agrees to secure a permit from the Secretary of the Army before constructing any buildings or improvements coming within the prohibition of the law governing the erection of structures upon navigable waters and also to secure from the U. S. Army Corps of Engineers any permit necessary for the occupancy of tidelands adjacent to the Leased area.

20. It is further agreed as one of the material considerations of this lease, that the Railroad shall not be held liable to the Lessee for any loss or damage arising from the construction or operation of its railroad; and that the Lessee shall at all times indemnify and save harmless the Railroad from any and all claims and liability for personal injury to any person or persons while on said premises and for damage or destruction of property on said premises during the Lessee's occupancy thereof. This provision shall not be interpreted to limit the liability of the Railroad for the negligent of its agents or employees while acting within the scope of their employment.

21. It is further agreed that the Lessee shall have now power to assign this lease, for the purpose of transferring total interest therein to another without first having received the written consent of the Railroad. The prohibition shall not prohibit lessee from subleasing or renting the premises herein leased to others subject to the terms and conditions of this lease without the prior consent of the Railroad.

22. The Lessee agrees not to grant or permit any railroad or transportation company or persons engaged in transportation, other than the Lessee or the Railroad, to use any track which is now or hereafter may be constructed upon the said premises without express permission from the Railroad in writing.

23. The Lessee agrees not to permit any signs or advertisements of any description to be posted about such premises, other than those of the business of the Lessee or lessee tenants as approved by the Railroad.

24. The Lessee understands and agrees, at the Lessee's own cost and expense, to locate and establish the boundaries of the lease area. The Lessee further agrees to construct or place all of its improvements or personal property within the established boundaries of said leased area.

25. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

26. The Lessee warrants that no person or agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or leasing agencies maintained by the Lessee for the purpose of securing leases. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability or in its discretion to require the Lessee to pay, in addition to the rental or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

27. The following provisions governing performance of work under Government contracts as set out in Section 202 of Executive Order No. 11246, dated September 24, 1965, shall be applicable to this contract, and shall be included in all contracts executed by the Lessee for the performance of work contemplated by this contract, and for that purpose the term "contract" shall be deemed to refer to this instrument and to contracts awarded by the Lessee; and the term "contractor" shall be deemed to refer to the Lessee and to contractors awarded contracts by the Lessee:

(a) The Lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during the employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The Lessee will, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment

(d) The Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and other such sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Lessee will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Lessee may request the United States to enter into such litigation to protect the interests of the United States.

28. The Lessee further expressly agrees that if the premises under this lease, or any part thereof, shall be used for any unlawful purpose at any time during the term of this lease, or if the Lessee shall fail to keep and perform each and every stipulation and condition of this lease during the term hereof, or if, at any time during the said period, the Lessee shall fail to comply with any regulation or requirement which the Railroad in its discretion shall make or authorize to be made for the promotion of sanitation and fire protection, then the rights and estate of the Lessee therein shall absolutely cease and terminate, and a forfeiture thereof, giving the Railroad the right to re-enter and take immediate possession of said premises, may be declared by the Railroad, whose ruling or finding of fact shall be final.

SECOND: The Lessee hereby accepts the foregoing lease, and covenants and agrees faithfully to observe and perform all the terms, conditions and requirements therein contained, and the Lessee further agrees to surrender the quiet and peaceful possession of said demised premises at any termination of this lease. If the Lessee has fully performed all his obligations hereunder, he shall have the option of completely removing from said premises within thirty (30) days after termination of lease any buildings owned or

placed on the premises by him which he may elect to remove. Upon failure of Lessee to so remove such buildings within said time said buildings shall thereupon, at the option of the Railroad, become and remain the sole property of the Railroad, or if the Railroad so elects, it may remove from said premises any or all of said buildings at the expense of the Lessee, which expense Lessee agrees to pay the Railroad upon demand.

LASTLY: It is further agreed that all the terms, conditions and covenants of this lease shall inure to the benefit and obligation of the said Railroad, its successors and assigns, and be binding upon the Lessee, its successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

THE ALASKA RAILROAD

By *Deanne Riley*
Manager, Industrial Development &
Real Estate

CITY OF WASILLA

By *Charles Newcomb*
Title *Mayor*

(If the Lessee is a corporation, the following certificate shall be executed by an officer other than the officer who signed the lease. This second officer shall sign this document certifying that the officer who did sign the lease actually was the officer as indicated on the last page of this lease.)

I, Erling P. Nelson, certify that I am the Clerk/Treasurer of the corporation named as Lessee in the above lease that Harold S. Newcomb who signed said lease on behalf of the Lessee was then the Mayor of said corporation, that said lease was duly signed for and in behalf of said corporation by the authority of its governing body, and is within the scope of its corporate powers.

Erling P. Nelson (Corporate)
(Seal)

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

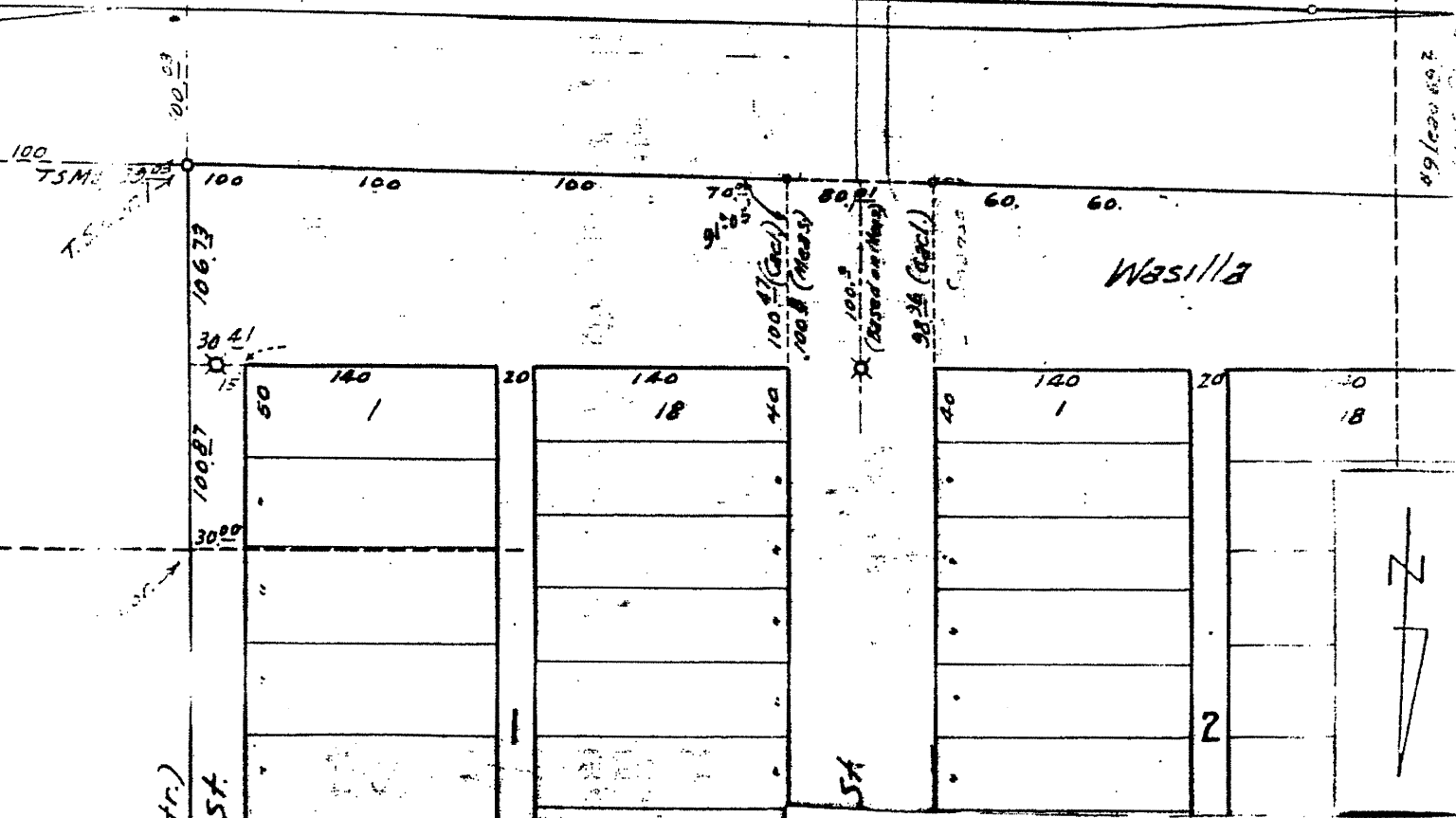
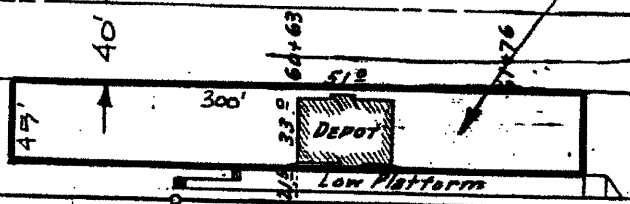
THIS IS TO CERTIFY that on this 30th day of September, 1982 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Jeanne Riley, to me known and known to me to be the identical individual named in and who executed the foregoing, and that he/she acknowledged to me that he/she executed the same on behalf of THE ALASKA RAILROAD as its free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last hereinabove written.

Marilyn Zooley
Notary Public in and for Alaska
My Commission expires: 2/2/85

50'-15"-28" E. 2639.34' (Retr.)

MP 159.81 to 159.87
CITY OF WASILLA
CONTR # 5480
13500 SQ FT



11 866.13 (Retr.)
T.S. Map

THE ALASKA RAILROAD
OFFICE OF THE CHIEF ENGINEER

LOC. MP 159.81-159.87

CONTR. NO. 5480

DATE: 8/9/82

FILE NO. 7-7 SCALE: 1"=100'

Supplement No. 1 to
Contract No. 69-25-0003-5480

S U P P L E M E N T

WHEREAS, by a lease dated September 30, 1982, designated as Contract No. 69-25-0003-5480, THE ALASKA RAILROAD therein called "Railroad", did lease to the CITY OF WASILLA, P.O. Box 430, Wasilla, AK 99687, therein called "Lessee", The Alaska Railroad's Wasilla Depot Building along with a portion of the Railroad's mainline track right-of-way at Wasilla, Alaska; and

WHEREAS, it has been discovered that there are two (2) errors in the subject lease which require correcting. The first error is in the legal description and the second error appears in Condition 21.

NOW, THEREFORE, it is hereby agreed between the parties hereto that effective upon execution of this Supplement the lease between them dated September 30, 1982, designated as Contract No. 69-25-0003-5480, is hereby amended as follows:

1. The legal description contained on Page 1 of the aforesaid lease is hereby deleted in its entirety and the following inserted in place thereof:

The Railroad hereby leases to the Lessee the following described property:

The Alaska Railroad's Wasilla Depot Building
ARR Bldg. No. 160-01 and appurtenances thereto
i.e., fuel oil systems, septic systems along
with the land described below all of which is
located within the Railroad's mainline track
right-of-way at Wasilla, Alaska, described as
follows:

The north 45 feet of the southerly 85 feet of
the Railroad's mainline track right-of-way from
the east right-of-way line of the State of
Alaska crossing at track Survey Station
5662+12.60, Milepost 159.87 (Main Street
extended) east to a point 150 feet east of the
east side of said Wasilla Depot Building.

2. Condition 21, Page 5 of the aforesaid lease is hereby deleted in its entirety and the following inserted in place thereof:

It is further agreed that the Lessee shall have no power to assign this lease, for the purpose of transferring total interest therein to another without first having received the written consent of the Railroad. The prohibition shall not prohibit Lessee from subleasing or renting the premises herein leased to others subject to the terms and conditions of this lease without the prior consent of the Railroad.

EXCEPT AS HEREIN AMENDED, all other terms and conditions of the aforesaid lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement this 29th day of December, 1982.

THE ALASKA RAILROAD

By *June Riley*
Manager, Industrial Development &
Real Estate

CITY OF WASILLA

By *Harold Newcomb*
Title *Mayor*

(If the Lessee is a corporation, the following certificate shall be executed by an officer other than the officer who signed the lease. This second officer shall sign this document certifying that the officer who did sign the lease actually was the officer as indicated on the last page of this lease.)

I, Erling P. Nelson, certify that I am the city clerk of the corporation named as Lessee in the above lease that Harold S. Newcomb who signed said lease on behalf of the Lessee was then the Mayor of said corporation, that said lease was duly signed for and in behalf of said corporation by the authority of its governing body, and is within the scope of its corporate powers.

Erling P. Nelson (Corporate)
(Seal)

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 29th day of December, 1982 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared James Riley, to me known and known to me to be the identical individual named in and who executed the foregoing, and that he/she acknowledged to me that he/she executed the same on behalf of THE ALASKA RAILROAD as its free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last hereinabove written.

Roberta L. Casper
Notary Public in and for Alaska
My Commission expires: 10/25/83

Supplement No. 1 to
Contract No. 69-25-0003-5480

S U P P L E M E N T

WHEREAS, by a lease dated September 30, 1982, designated as Contract No. 69-25-0003-5480, THE ALASKA RAILROAD therein called "Railroad", did lease to the CITY OF WASILLA, P.O. Box 430, Wasilla, AK 99687, therein called "Lessee", The Alaska Railroad's Wasilla Depot Building along with a portion of the Railroad's mainline track right-of-way at Wasilla, Alaska; and

WHEREAS, it has been discovered that there are two (2) errors in the subject lease which require correcting. The first error is in the legal description and the second error appears in Condition 21.

NOW, THEREFORE, it is hereby agreed between the parties hereto that effective upon execution of this Supplement the lease between them dated September 30, 1982, designated as Contract No. 69-25-0003-5480, is hereby amended as follows:

1. The legal description contained on Page 1 of the aforesaid lease is hereby deleted in its entirety and the following inserted in place thereof:

The Railroad hereby leases to the Lessee the following described property:

The Alaska Railroad's Wasilla Depot Building
ARR Bldg. No. 160-01 and appurtenances thereto
i.e., fuel oil systems, septic systems along
with the land described below all of which is
located within the Railroad's mainline track
right-of-way at Wasilla, Alaska, described as
follows:

The north 45 feet of the southerly 85 feet of
the Railroad's mainline track right-of-way from
the east right-of-way line of the State of
Alaska crossing at track Survey Station
5662+12.60, Milepost 159.87 (Main Street
extended) east to a point 150 feet east of the
east side of said Wasilla Depot Building.

...2. Condition 21, Page 5 of the aforesaid lease is hereby deleted in its entirety and the following inserted in place thereof:

It is further agreed that the Lessee shall have no power to assign this lease, for the purpose of transferring total interest therein to another without first having received the written consent of the Railroad. The prohibition shall not prohibit Lessee from subleasing or renting the premises herein leased to others subject to the terms and conditions of this lease without the prior consent of the Railroad.

EXCEPT AS HEREIN AMENDED, all other terms and conditions of the aforesaid lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement this 29th day of December, 1982.

THE ALASKA RAILROAD

By *June Kelly*
Manager, Industrial Development &
Real Estate

CITY OF WASILLA

By *Harold Newcomb*
Title *Mayor*

(If the Lessee is a corporation, the following certificate shall be executed by an officer other than the officer who signed the lease. This second officer shall sign this document certifying that the officer who did sign the lease actually was the officer as indicated on the last page of this lease.)

I, Erling P. Nelson, certify that I am the city clerk of the corporation named as Lessee in the above lease that Harold S. Newcomb who signed said lease on behalf of the Lessee was then the Mayor of said corporation, that said lease was duly signed for and in behalf of said corporation by the authority of its governing body, and is within the scope of its corporate powers.

Erling P. Nelson (Corporate)
(Seal)

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 29th day of December, 1982 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared James Riley, to me known and known to me to be the identical individual named in and who executed the foregoing, and that he/she acknowledged to me that he/she executed the same on behalf of THE ALASKA RAILROAD as its free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last hereinabove written.

Roberta L. Casan
Notary Public in and for Alaska
My Commission expires: 10/25/83

ALASKA RAILROAD CORPORATION



P.O. Box 107500 • Anchorage, Alaska 99510-7500

Supplement No. 2 to
ARRC Contract No. 5480

S U P P L E M E N T

THIS SUPPLEMENT is made this 20th day of April, 1993, by and between the ALASKA RAILROAD CORPORATION ("Lessor"), a public corporation created pursuant to AS 42.40, whose mailing address is P.O. Box 107500, Anchorage, Alaska 99510-7500, and CITY OF WASILLA, 290 E. Herning Avenue, Wasilla, Alaska 99687 ("Lessee").

Recitals

A. Pursuant to the Alaska Railroad Transfer Act, 45 U.S.C. 1201 et seq. and the Alaska Railroad Corporation Act, AS 42.40010 et seq., the Lessor is the successor in interest to the federally owned The Alaska Railroad as lessor under that certain lease dated September 30, 1982, Contract No. 5480 (the "Lease").

B. Lessee is the lessee under the Lease, or the successor in interest to such lessee.

C. The Lease was amended by Supplement No. 1 dated December 29, 1982.

D. The parties wish to amend the Lease to provide for the continued non-profit rental fee for the Depot Building.

Agreement

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties agree that the Lease, as it may have been previously amended by any supplement described above, is hereby further amended as follows:

I. Condition 2, Page 2, of Lease is hereby deleted in its entirety and the following inserted in placed thereof:

"Due to the character of the property as non-operating property and Lessee's intended use of the same as a

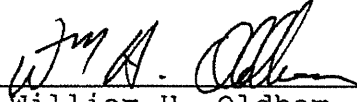
public service, Lessee is entitled to use the property without payment of fair market value rental and shall pay Lessor only an administrative fee of One Hundred Dollars (\$100.00) annually. Should the use of the property change from one of public service, this provision will terminate.

In the event a tax is levied by Lessee against the Lessor, whether on the rentals received under this Lease, or on the Premises' fee value, or on Lessor's interest in the Premises or otherwise, Lessee shall pay Lessor full fair market value rent as determined by a qualified appraiser commencing with the effective date of such tax."

II. EXCEPT AS AMENDED by the foregoing, the Lease shall continue in full force and effect.


ALASKA RAILROAD CORPORATION


Dated: 4-20-93

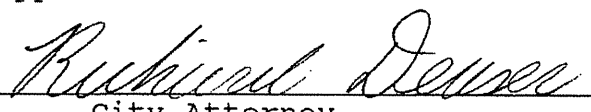
By: 
William H. Oldham
Manager, Real Estate

CITY OF WASILLA

Dated: April 5, 1993

By: 
Its: Mayor

Attest:


Approved as to form:
 4/9/93
City Attorney