

Record in the Petersburg Recording District

**ASSIGNMENT OF LEASE AND CONSENT**

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**BETWEEN the "Assignor": Alaska Commercial Electronics**

PO Box 1550  
Petersburg, AK 99833

**AND, the "Assignee": Joel & Kim Randrup**

PO Box 1231  
Petersburg, AK 99833

**AND, the "Landlord": PETERSBURG BOROUGH**

PO Box 329  
Petersburg, AK 99833

**THE ABOVE PARTIES AGREE AS FOLLOWS:**

1. The **Assignor** is the tenant with the **Landlord** under the lease for:

**Alaska Commercial Electronics Lease Plat, Plat 94 -8, June 28, 1994, Petersburg  
Recording District, First Judicial District, State of Alaska**

Date of Original Lease – May 15, 1994, recorded in Book 45, Pages 235-252

Amendment #1 dated May 15, 1999, recorded in Book 64, Pages 964-966

Amendment #2 dated May 15, 2004, not recorded

Amendment #3 dated May 15, 2009, recorded May 18, 2009 as document #2009-  
000284-0, Pages 1-4

Amendment #4 dated May 15, 2014, recorded May 12, 2014 as document #2014-  
000292-0, Pages 1-3

2. The **Assignor** has agreed to assign the Lease to the **Assignee** subject to amendment of Section 4.1 Use of Premises of the original lease and approval by formal action of the Borough Assembly.

3. The **Assignor** grants and assigns to the **Assignee**:

A. All of the **Assignor's** interest in the Lease described in Section 1, including: the unexpired residue of the term of the Lease and every renewal of the lease; all benefits,

advantages and rights of action to be derived from the Lease; annual rent payment obligations; and all the observances, performances, conditions and agreements contained in the Lease as amended for Section 4.1 Use of Premises; and

B. All of the **Assignor's** interest in any fixtures, leasehold improvements and other chattels located on the leased premises.

4. The **Assignee** agrees that during all the residue of the term of the Lease to:

A. Pay rent and other amounts due under the Lease when due; and

B. Perform all the observances, performances, conditions and agreements contained in the Lease; and

C. Indemnify and save harmless the **Assignor** and the **Landlord** from all actions, suits, costs, losses, charges, damages and expenses in assumption of the Lease.

5. **Landlord** acknowledgment and consent:

A. The Lease is in good standing. Conditions and agreements contained in the Lease have been fully paid and performed by the **Assignor** up to the date of this agreement. There are no known existing material defaults or outstanding claims against the **Assignor** under the Lease.

B. The **Landlord** hereby consents to the assignment of the Lease from the **Assignor** to the **Assignee**.

6. **Effect:** This Agreement shall be binding upon the parties, their successors and assigns. The Agreement shall be governed by the laws of Alaska, the laws of the United State of America and the Petersburg Municipal Code, as applicable.

**IN WITNESS WHEREOF** the parties duly execute this Agreement as of the day and year first written above.

**ASSIGNOR NAME**

By: \_\_\_\_\_  
Gerald Whitethorn, Owner  
Alaska Commercial Electronics

**ASSIGNEE NAME**

By: \_\_\_\_\_  
Joel Randrup

By: \_\_\_\_\_  
Kim Randrup

FIRST JUDICIAL DISTRICT

Notary Public

**PETERSBURG BOROUGH**

FIRST JUDICIAL DISTRICT

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Notary Public

Notary Public in and for the State of Alaska, residing at Petersburg  
My commission expires \_\_\_\_\_.

After recording, return to: Borough Clerk  
Petersburg Borough  
PO Box 329  
Petersburg, AK 99833