

LESSOR'S CONSENT
AND
ASSIGNMENT AND ASSUMPTION AGREEMENT

This Lessor's Consent and Assignment and Assumption Agreement ("Agreement") is entered into as of the date of the last signature below, by and among the Petersburg Borough, of PO Box 329, Petersburg, AK 99833 ("Lessor"), Stikine Services, Inc., of PO Box 1393, Petersburg, AK 99833 ("Assignor"), and Birchell Properties, LLC, of PO Box 12, Petersburg, AK 99833 ("Assignee"). Lessor, Assignor, and Assignee are collectively referred to herein as "the parties".

Recitals

A. The Assignor is the current lessee under a Lease Agreement dated April 18, 1985, which is recorded in the Petersburg Recording District at Book 0023, pages 877-892 ("Lease") and attached hereto as Exhibit A. Curt and Kristi Birchell are the Lessors under the Lease after assignment by Anna L. Sadler and Karen R. Reichert in January of 1994. Terms defined in the Lease shall have the same meaning herein.

B. The property subject to the Lease is described as follows:

**4,183 sq. ft. as shown on the Plat entitled Tidelands Lease,
Portions T-37 and T-38, ATS#9, Addition to Petersburg,
Filed on July 29, 1985 as Survey No. 85-21**

C. Assignor desires to assign and delegate to Assignee, and Assignee desires to assume from Assignor, all of Assignor's rights, duties, interests and liabilities under the Lease.

Agreement

In consideration of the mutual covenants set forth in this Agreement, the parties hereby agree as follows:

A. Assignment of Lease.

Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Lease. This assignment is subject to all terms and conditions set forth in the Lease. This assignment is contingent upon the consent of the Lessor. Assignor agrees that, notwithstanding the assignment of the Lease and the consent of Lessor thereto, Assignor shall remain fully liable for all obligations of the Lessee under the Lease coming due or to be performed after the date of the assignment.

B. Assumption of Obligations.

Assignee hereby assumes all obligations of Assignor subject and pursuant to the terms and conditions of the Lease, including but not limited to, the obligations to pay rent and obtain bonding and insurance.

C. Lessor's Consent.

Lessor hereby consents to the assignment of the Assignor's interest in the Lease to Assignee. This Consent is a consent only to such direct assignment from Assignor to Assignee and is not a consent to, nor a waiver of, any requirement to obtain Lessor's consent to any other or further assignment of the Lessee's interest in the Lease. It is expressly agreed that this Consent shall not affect any duty, obligation or liability imposed on Assignor under the Lease.

D. Other Provisions.

1. The persons executing this Agreement represent and warrant that each is authorized to execute and enter into this Agreement on behalf of the party for whom s/he has signed and that this Agreement is binding on such party without further action or approval.

2. Any notices, requests, demands and other communications provided for hereunder shall be in writing and mailed, sent by courier, or by email or otherwise delivered to the addresses indicated below:

If to the Assignor: Stikine Services, Inc.
PO Box 1393
Petersburg, AK 99833
Email: rugers.h20@gmail.com

If to the Lessor : Petersburg Borough
PO Box 329
Petersburg, AK 99833

If to the Assignee: Birchell Properties, LLC
 PO Box 12
 Petersburg, AK 99833
 Email: kcsalesseif@gmail.com

Any party may change its address for notice purposes by giving each of the other parties notice of such change in the manner aforesaid.

3. The parties agree that this Agreement may be recorded and shall constitute a notice or memorandum of lease for purposes of notifying the public as to the terms of the Agreement.

4. This Agreement may be executed by the parties hereto by electronic signature and in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

5. This Agreement shall be immediately effective.

[Signatures on following pages]

ASSIGNOR:

Stikine Services, Inc.

Stikine Services, Inc.

By: Wesley Davis
Its: President
Dated : _____

By: Angela Davis
Its: Vice President
Dated: _____

STATE OF ALASKA)
) ss.
COUNTY OF PETERSBURG)

THIS IS TO CERTIFY that before me, the undersigned Notary Public for the State of Alaska, duly commissioned and sworn as such, personally appeared Wesley and Angela Davis, to me known to be the individuals named in and who executed the foregoing instrument, and acknowledged to me that s/he signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

DATED: _____

[Notary Signature]

[Type or Print Name of Notary]

NOTARY PUBLIC for the State of _____
My appointment expires: _____

ASSIGNEE:

Birchell Properties, LLC

Birchell Properties, LLC

By: Curt Birchell
Its: President
Dated : _____

By: Kristi Birchell
Its: Vice President
Dated: _____

STATE OF ALASKA)
) ss.
COUNTY OF PETERSBURG)

THIS IS TO CERTIFY that before me, the undersigned Notary Public for the State of Alaska, duly commissioned and sworn as such, personally appeared Curt and Kristi Birchell, to me known to be the individuals named in and who executed the foregoing instrument, and acknowledged to me that s/he signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

DATED: _____

[Notary Signature]

[Type or Print Name of Notary]

NOTARY PUBLIC for the State of Alaska
My appointment expires: _____

LESSOR:

**Petersburg Borough
a municipal corporation of the State of Alaska**

By: Stephen Giesbrecht
Its: Borough Manager
Dated : _____

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

I certify that I know or have satisfactory evidence that Stephen Giesbrecht is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Manager of the Petersburg Borough, a municipal corporation of the State of Alaska, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

DATED: _____

[Notary Signature]

[Type or Print Name of Notary]

NOTARY PUBLIC for the State of Alaska
My appointment expires: _____