

**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"), Ocean Beauty Seafoods, Inc. (now Ocean Beauty Holdings, Inc.), of 1100 W. Ewing St., Seattle, WA, 98119 ("Assignor"), and Fierce Allegiance Development, LLC, of PO Box 11463, Bozeman, MT, 59719 ("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 15, 1994, which is recorded in the Petersburg Recording District at Book 0044, Pages 792-808 ("Lease") and attached hereto as Exhibit A. The Petersburg Borough, as the successor-in-interest to the former City of Petersburg, is the Lessor under the Lease. Terms defined in the Lease shall have the same meaning herein.

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

Lot 4A-A, according to Plat 94-05, recorded on May 24, 1994 in the Petersburg  
Recording District, State of Alaska

**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.

**D.** Lessor is willing to consent to said assignment under certain terms and conditions, and those terms and conditions, as set out below, are agreeable to the Assignor and Assignee.

## 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, as amended. Notwithstanding the assignment of the Lease, Assignor agrees that it 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, as set forth in Section 9.1 of the Lease.

**C. Assumption of Obligations.**

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

**D. 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 Lessee under the Lease.

**E. Lease Amendment.**

The parties agree that Section 4.1, *Use of Premises*, of the Lease shall be amended to read as follows: The demised premises are to be used only for loading fish product, and for providing private parking for tenants of Assignee's development located at 18 Harbor Way in Petersburg.

**F. 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 sent by U.S. Mail, hand-delivered, or sent by electronic mail to the addresses indicated below:

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Assignment and Assumption Agreement  
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If to the Assignor:

Ocean Beauty Holdings, Inc.  
1100 W. Ewing St.  
Seattle, WA 98119  
[Tony.Ross@OceanBeauty.com](mailto:Tony.Ross@OceanBeauty.com)

If to the Lessor :

Petersburg Borough  
PO Box 329  
Petersburg, AK 99833  
[dthompson@petersburgak.gov](mailto:dthompson@petersburgak.gov)

If to the Assignee:

Fierce Allegiance Development, LLC  
PO Box 11463  
Bozeman, MT 59719  
[admazzella@gmail.com](mailto:admazzella@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. The above addresses shall amend those set out in paragraph 15.2 of the Lease.

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.

**ASSIGNOR:**





**LESSOR:**

**Petersburg Borough  
PO Box 329  
Petersburg, AK 99833  
a municipal corporation of the State of Alaska**

\_\_\_\_\_  
By: Stephen Giesbrecht  
Its: Manager

Dated : \_\_\_\_\_

STATE OF ALASKA            )  
  ) ss.  
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that before me, the undersigned Notary Public for the State of Alaska, duly commissioned and sworn as such, personally appeared Stephen Giesbrecht, to me known to be the individual named in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the same as his 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: \_\_\_\_\_