

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, successor-in-interest to the City of Petersburg, of PO Box 329, Petersburg, Alaska 99833 ("Lessor"), Eric Rosvold and Alaska Commercial Electronics, LLC, PO Box 1550, Petersburg, Alaska 99833 ("Assignor"), and Island Refrigeration, LLC, of PO Box 2185, Petersburg, Alaska 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 commencing May 15, 1994, which is recorded in the Petersburg Recording District at Book 45, Pages 235-252, and a copy of which is attached hereto as Exhibit A. The Lease Agreement has been amended as follows: Amendment #1, recorded at Book 64, Pages 964-966; Amendment #2, not recorded, dated August 16, 2004; Amendment #3, recorded as Document No. 2009-000284-0; Amendment #4, recorded as Document No. 2014-000292-0; Amendment #5, recorded as Document No. 2017-000048-0; Amendment #6, recorded as Document No. 2019-000280-0; Amendment #7, recorded as Document No. 2024-000346-0; and Assignment of Lease and Consent, recorded as Document No. 2017-000362-0. The Lease and all subsequent amendments and assignments are referred to herein cumulatively as "the Lease."

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

Alaska Commercial Electronics Lease Lot in the Petersburg Port Facility, 3982± sq ft in size, and recorded as Plat No. 94-8, Petersburg Recording District, First Judicial 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.

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. 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 Lessor :

Borough Manager
Petersburg Borough
PO Box 329
Petersburg, Alaska 99833

If to the Assignor:

Eric Rosvold
Alaska Commercial Electronics, LLC
PO Box 1550
Petersburg, Alaska 99833

If to the Assignee:

Island Refrigeration, LLC
PO Box 2185
Petersburg, Alaska 99833

Any party may change its address for notice purposes by giving both 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 is effective upon the date of the last signature below.

6. Terms defined in the Lease shall have the same meaning herein.

[Signatures and Notary Blocks on following pages]

/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/

ASSIGNOR:

Eric Rosvold **Alaska Commercial Electronics, LLC**

Eric Rosvold

Eric Rosvold
Dated: _____

Alaska Commercial Electronics, LLC

By: Eric Rosvold
Its: Member
Dated: _____

By: Brock Snider
Its: Member
Dated: _____

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

I certify that I know or have satisfactory evidence that **Eric Rosvold** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it both individually and as a Member of Island Refrigeration, LLC, a limited liability company 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: _____

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

I certify that I know or have satisfactory evidence that **Brock Snider** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of Alaska Commercial Electronics LLC, a limited liability company 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: _____

ASSIGNEE:

Island Refrigeration, LLC

By: Brock Snider

Its: Member

Dated: _____

By: Eric Rosvold

Its: Member

Dated: _____

STATE OF ALASKA)
)
) ss.
FIRST JUDICIAL DISTRICT)

I certify that I know or have satisfactory evidence that **Brock Snider** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of Island Refrigeration, LLC, a limited liability company 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: _____

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

I certify that I know or have satisfactory evidence that **Eric Rosvold** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of Island Refrigeration, LLC, a limited liability company 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: _____

LESSOR:

Petersburg Borough

By: Stephen Giesbrecht
Its: 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 he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Borough 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: _____