

Record in the Petersburg Recording District

ASSIGNMENT OF LEASE AND CONSENT

This Agreement is made as of the _____ day of _____, 20__

BETWEEN the "Assignor": Washington-Alaska Properties, LLC
18046 Dunbar Rd.
Mount Vernon, WA 98273

AND, the "Assignee": Good Investments, LLC
PO Box 818
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:

Tidelands Lease Parcel, ADF&G, Dock Tidelands Lease According the plat thereof, filed October 17, 1984, as Plat 84 -26, Petersburg Recording District, First Judicial District, State of Alaska

Date of Original Lease - September 6, 1984, recorded in Book 23, Pages 846 - 863

Amendment #1 dated January 3, 1995, recorded in Book 0047, pages 703 -705

Amendment #2 dated April 11, 2000, recorded in Book 0066, pages 247- 249

Assignment of Lease and Consent to Washington-Alaska Properties, LLC dated
June 4, 2001, recorded in book 69, pages 643 - 646

Amendment #3 dated June 19, 2009, recorded July 31, 2009 as document
#2009-000433-0 pages 1-4

Amendment #4 dated September 5, 2014, recorded November 10, 2014 as document
#2014-000669-0

2. The **Assignor** has agreed to assign the Lease to the **Assignee** subject to 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; 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

ASSIGNEE NAME

By: _____
Don Thornlow
Washington-Alaska Properties, LLC

By: _____
Charles AW Davis
Good Investments, LLC

STATE OF _____)
) ss.
_____)

On this _____ day of _____, 2016, before me personally appeared _____, to me known to be the owner of the corporation described herein and which executed the above and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated he is authorized to execute this document on behalf of said corporation.

Notary Public

Notary Public in and for the State of _____, residing at _____.
My commission expires _____.

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

On this _____ day of _____, 2016, before me personally appeared Charles A.W. Davis, to me known to be the owner of the corporation described herein and which executed the above and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated he is authorized to execute this document on behalf of said corporation.

Notary Public

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

PETERSBURG BOROUGH

By: _____
Stephen Giesbrecht, Manager

STATE OF ALASKA)
) ss.

FIRST JUDICIAL DISTRICT

On this _____ day of _____, 2016, before me personally appeared _____, to me known to be the owner of the corporation described herein and which executed the above and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated he is authorized to execute this document on behalf of said corporation.

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