

Record in the Petersburg Recording District

**ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT**

This Agreement is made **BETWEEN:**

the "Assignor":                   **Marwin, Inc.**  
  PO Box 509  
  Petersburg, AK 99833

**AND, the "Assignee":       Rocky's Marine, Inc.**  
  PO Box 690  
  Petersburg, AK 99833

**AND, the "Lessor":         Petersburg Borough**  
  PO Box 329  
  Petersburg, AK 99833

hereinafter collectively, the "parties".

**THE PARTIES AGREE AS FOLLOWS:**

1.       The **Assignor** is the current Lessee with the **Lessor** under the lease for:

**Tidelands Lease Parcel A, a portion of ATS No. 9 as shown on a plat entitled McFadden Tidelands Lease Plat, filed as Plat No. 95-7 in the Petersburg Recording District April 25, 1995**

Original Lease – Effective Date: March 6, 1995 (McFadden), Recorded in the Petersburg Recording District, Book 0048, pg 363-382,

Amendment # 1 – Effective Date: March 6, 2000, Recorded in the Petersburg Recording District, Book 0066, Page 244 - 246,

Amendment # 2 – Effective Date: March 6, 2005, Recorded in the Petersburg Recording District as Document #2005-000535-0,

Assignment of Lease from McFadden to Marwin, Inc., Recorded in the Petersburg Recording District as Document #2005-000537-0,

Amendment #3 – Effective Date: April 23, 2007, Recorded in the Petersburg Recording District as Document #2007-000396-0,

Partial Sale of Leasehold Interest – Effective Date: April 1, 2007, Recorded in the Petersburg Recording District as Document #2007-000599-0,

Amendment #4 - Effective Date: March 6, 2010 (not recorded),  
Amendment #5 - Effective Date: March 6, 2015 (not recorded),  
Amendment #6 - Effective Date: March 6, 2020, Recorded in the Petersburg Recording District as Document #2020-000184-0,

(hereinafter collectively referred to as the "Lease")

2. Section 1.1 of the Lease is hereby amended to delete Tideland's Lease Parcel B.

3. The **Assignor** hereby transfers and assigns to the **Assignee**:

A. All of the **Assignor's** right, title and 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.

This assignment is subject to all terms and conditions set forth in the Lease, and to consent by the **Lessor** by formal action of the Borough Assembly.

**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.

4. The **Assignee** hereby assumes all obligations of **Assignor** subject and pursuant to the terms and conditions of the Lease, including without limitation the obligations to:

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

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

C. Indemnify, defend, and save harmless the **Lessor** from all actions, suits, costs, losses, charges, damages, liabilities, claims, demands, and expenses under the Lease.

5. **Lessor** acknowledgments and consents:

A. The Lease is in good standing. To the best of Lessor's knowledge, the conditions and agreements contained in the Lease have been duly paid and performed by the **Assignor** up to the date of this Agreement, and there are no known existing material defaults or outstanding claims against the **Assignor** under the Lease.

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

6. **Notices.** Any notices, requests, demands, and other communications under this Agreement and the Lease shall be given in accordance with the provisions of section 16.2 of the Lease, to the addresses set out above.

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

8. **Recording:** 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.

9. **Execution:** 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.

10. **Effective Date.** This Agreement shall be effective upon the date of the last signature below.

11. **Counterparts.** This Agreement may be executed by the parties hereby in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

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

*[Signatures on following pages]*

**ASSIGNOR: Marwin, Inc.**

**By:** \_\_\_\_\_  
Bert Winther,  
Its: President

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared Bert Winther, to me known to be the President of Marwin, Inc., and who executed the above and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the 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 in and for the State of Alaska  
My commission expires \_\_\_\_\_.

**ASSIGNEE: Rocky's Marine, Inc.**

**By:** \_\_\_\_\_

Holli Flint,

Its: Secretary/Treasurer

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared Holli Flint, to me known to be the Secretary/Treasurer of Rocky's Marine, Inc., and who executed the above and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the corporation for the uses and purposes therein mentioned and on oath stated she is authorized to execute this document on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My commission expires \_\_\_\_\_.

**PETERSBURG BOROUGH**

**By:** \_\_\_\_\_  
Stephen Giesbrecht, Manager

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared Stephen Giesbrecht, to me known to be the Borough Manager of the Petersburg Borough, and who executed the above and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the Borough for the uses and purposes therein mentioned, and on oath stated he is properly authorized to execute this document on behalf of the Borough.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My commission expires \_\_\_\_\_.

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