

LANDLORD AGREEMENT

Peter Pan Seafood Company, LLC – Valdez, Tract C Lease

This Landlord Agreement ("Agreement") is entered into by and between Wells Fargo Bank, National Association (together with its successors and assigns, "Lender"), Peter Pan Seafood Company, LLC, an Alaska limited liability company (together with its successors and assigns, "Company"), and the City of Valdez, Alaska, an Alaska municipal corporation ("Landlord"), effective the 31st day of January, 2021.

Lender has entered or is about to enter into financing arrangements with Company pursuant to which Lender has been or may be granted a security interest in any or all of Company's or its affiliates' personal property, including, but not limited to, inventory and equipment (the "Personal Property"). For purposes of this Agreement, the term "Personal Property" does not include plumbing and electrical fixtures, heating, ventilation and air conditioning, wall and floor coverings, walls or ceilings and other fixtures not constituting trade fixtures.

Some of the Personal Property has or may from time to time become affixed to or be located on, wholly or in part, the real property leased by Company or its affiliates commonly referred to as Tract C Harbor Subdivision located in Valdez, Alaska, the legal description of which is attached as Exhibit A (the "Premises"). The Landlord is the owner or lessor of the Premises. Company has leased the Premises from Landlord pursuant to the Lease, dated June 4, 1990, between Landlord and Company, as successor-in-interest to Peter Pan Seafoods, Inc., a Washington corporation, as evidenced by that Memorandum of Lease recorded in the Valdez Recording District in Book 111 at Page 624, as amended by that Lease Amendment No. 1 dated January 30, 2021 (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Lease").

In order for Lender to consider making loans or providing other financial accommodations to Company or its affiliates in reliance upon the Personal Property as collateral, Landlord agrees as follows:

1. Landlord represents and warrants to Lender that (a) Company's interest in the Premises is that of lessee, (b) the Lease is in full force and effect and constitutes the legal, valid and binding obligation of Landlord enforceable against Landlord in accordance with its terms, (c) this Agreement constitutes the legal, valid and binding obligation of Landlord enforceable against Landlord in accordance with its terms, (d) no event of default currently exists under the Lease and (e) attached hereto as Exhibit B is a correct and complete copy of the Lease as in effect on the date hereof.

2. Landlord subordinates to Lender any landlord's lien, rights of levy or distraint, claim, security interest or other interest Landlord may now or hereafter have in or with respect to any of the Personal Property, whether for rent or otherwise.

3. The Personal Property may be installed in or located on the Premises and is not, and shall not, be deemed a fixture or part of the real property but shall at all times be considered personal property.

4. Lender (or its agents or representatives) may, at its option, enter and use the Premises for the purpose of repossessing, removing, selling or otherwise dealing with any of the Personal Property pursuant to the rights granted to it in this Agreement, and such license shall be irrevocable and shall continue from the date Lender enters the Premises pursuant to the rights granted to it herein for a period not to exceed one hundred twenty (120) days; provided, that, (a) for each day that Lender uses the Premises pursuant to the rights granted to it herein, unless Landlord has otherwise been paid rent in respect of any of such period, Lender shall pay the regularly scheduled rent provided under the Lease (together with Company's pro rata share of operating costs, utilities and taxes payable by Company under the Lease), prorated on a per diem basis to be determined on a thirty (30) day month, without Lender thereby assuming the Lease or incurring any other obligations of Company and (b) any damage to the Premises caused by Lender or its representatives will be repaired by Lender (for the account of Company). Company consents to the rights granted to Lender hereunder.

5. Landlord agrees to send notice in writing of any default under the Lease at the same time as any such notice is sent to Company or promptly thereafter to the following address (or such other address as Lender may hereafter designate in writing to Landlord):

Wells Fargo Bank, National Association
1800 Century Park East, Suite 1100
Los Angeles, California 90067
Attn: Loan Portfolio Manager – Peter Pan
Email: chinn@wellsfargo.com

Upon receipt of such notice, Lender shall have the right, but not the obligation, to cure such default within ten (10) days thereafter. Any payment made or act done by Lender to cure any such default shall not constitute an assumption by Lender of the Lease or any obligations of Company or any of its affiliates. In addition, Landlord agrees to send notice in writing to Lender at the address above of any transfer of ownership of the Premises or of its rights as lessor under the Lease promptly upon the effectiveness of any such transfer.

6. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission (including an email with a ".pdf") shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission (including an email with a ".pdf") also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

7. Any claims, controversies or disputes arising under or related to this Agreement shall be determined under, governed by, and construed in accordance with the laws of the State of Alaska. Any action related to this Agreement shall be brought exclusively in the state courts of the State of Alaska, Third Judicial District.

8. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY TO A JURY

TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED ON OR ARISING OUT OF THIS AGREEMENT.

9. Lender is relying upon this Agreement in connection with its financing arrangements with Company. This Agreement may not be changed or terminated orally or by course of conduct. Any change to the terms of this Agreement must be in writing and signed by Landlord and Lender. Landlord shall notify any purchaser of the Premises or of its business of this Agreement and its terms and this Agreement is binding upon Landlord and the heirs, personal representatives, successors and assigns of Landlord and any successor, owner or transferee of the Premises and shall be enforceable by and inure to the benefit of Lender (including any lender or group of lenders or agent for such group of lenders that at any time refinances, replaces or succeeds to the financing arrangements referred to above).

[Signature pages follow]

LANDLORD:

**CITY OF VALDEZ, ALASKA
APPROVED:**

Sharon Scheidt, Mayor

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

RECOMMENDED:

Kate Huber, Planning Director

Date: _____

APPROVED AS TO FORM:
Brena, Bell & Walker, P.C.

Jake W. Staser, Esq.

Date: _____

COMPANY:

PETER PAN SEAFOOD COMPANY, LLC

By: _____

Name: David Stewart

Title: Secretary

Address: 3015 112th Avenue NE Suite 100
Bellevue, WA 98004

Email: dave@northwestfishco.com

LENDER:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Name: _____
Title: _____

EXHIBIT A
Legal Description

Tract C, THE AMENDED REPLAT SOUTH PORTION OF MINERAL CREEK SUBDIVISION and HARBOR SUBDIVISION, less the West 41 feet and the Northern portion of ATS 620, less the West 41 feet, according to the official plat thereof, filed under Plat No. 86-4, in the records of the Valdez Recording District, Third Judicial District, State of Alaska.

EXHIBIT B
Lease

See Attached.