

CONDITIONAL CONSENT TO ASSIGNMENT OF COMMERCIAL TERM LEASE

THIS CONDITIONAL CONSENT TO ASSIGNMENT OF COMMERCIAL TERM LEASE (this “**Consent**”) is made as of this ____ day of _____, 20__ (the “**Effective Date**”), by and between the PORT OF SEATTLE, a Washington municipal corporation (the “**Port**”), TRIDENT SEAFOODS CORPORATION, a Washington corporation (“**Assignor**”) and LINEAGE WA POS RE, LLC, a Delaware limited liability company (“**Assignee**”).

RECITALS

A. The Port, as lessor, and Assignor, as “Lessee,” are parties to that certain Commercial Term Lease dated September 11, 1990, as amended by that certain Conditional Lease Amendment dated May 4, 2004 (collectively, the “**Lease**”), a copy of which is attached hereto as Exhibit A. The Lease relates to certain premises located at Terminal 91 as more particularly described in the Lease (the “**Premises**”).

B. Assignor and Assignee have entered into that certain Purchase and Sale Agreement dated _____, 2019 (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to convey to Assignee all of Assignor’s fee interest in the buildings and improvements located on, together with its leasehold interest in, the Premises. A copy of the Purchase Agreement is attached hereto as Exhibit B. As part of the closing of the Purchase and Sale Agreement, Assignor and Assignee will execute an assignment and assumption agreement by which Assignor will assign, and Assignee will assume, the leasehold interest in the Premises, in substantially the form set forth as Exhibit I to the Purchase Agreement. For the avoidance of doubt, the closing date of the Purchase Agreement shall be the same as the Effective Date of this Consent.

C. Assignor and Assignee are, under the terms of the Lease, required to obtain the Port’s consent to an assignment and assumption of the Lease. The Port is prepared to consent to the assignment and assumption of the Lease subject to certain conditions as more specifically set forth in this Consent.

CONDITIONAL CONSENT

NOW THEREFORE, in consideration of the mutual promises and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The Recitals and Exhibits to this Consent are incorporated herein by such reference and made a part of this Consent.

2. Representations and Warranties. Although the Port has been provided with a copy of the Purchase Agreement, Assignor and Assignee acknowledge and agree that the Port has not reviewed, nor passed upon the legal effect of, the Purchase Agreement. Instead, Assignor and Assignee hereby represent, warrant and covenant as follows for purposes of obtaining the Port's consent:

a. As of the Effective Date, Assignor has, excepting only the necessity of the Port's consent, absolutely and unconditionally assigned and transferred to Assignee all of Assignor's right, title, and interest in and to the Lease, subject to all the terms and conditions, covenants, and agreements contained in the Lease;

b. As of the Effective Date, Assignee has, excepting only the necessity of the Port's consent, absolutely and unconditionally accepted such assignment and assumed and agreed to perform all the terms, conditions, covenants, and agreements of the Lease, on the part of Lessee under the Lease, as if Assignee had originally executed the Lease; and

c. No compensation or consideration of any kind that would entitle the Port to any "Excess Rentals" under the Lease has been, or will be, paid by Assignee to Assignor in connection with the assignment and assumption of the Lease.

3. Consent of Port. Subject to the agreements and the fulfillment of the conditions set forth in this Consent, the Port hereby consents to Assignor's assignment of the Lease to Assignee, and Assignee's assumption of the same. The Port further consents to the Agreement of Sublease by and between Assignor and Assignee for a portion of the Premises, in substantially the form set forth as Exhibit E to the Purchase Agreement (the "**Sublease**").

4. Port May Deal with Assignee. On and after the Effective Date, Assignor hereby waives notice of default by Assignee (or any successor) in the payment and performance of the rent, covenants and conditions of the Lease and acknowledges and agrees that the Port may in each and every instance deal with Assignee (or any successor), grant extensions of time, waive performance of any of the terms, covenants and conditions of the Lease and modify the same, and in general deal with Assignee (or any successor) without notice to or consent of Assignor; and any and all extensions of time, indulgences, dealings, modifications or waivers shall be deemed to be made with the consent of Assignor (and any successor). Without limiting the foregoing, Assignee hereby agrees that, from the Effective Date until the date on which Assignor is no longer liable or responsible under the Lease (pursuant to Section 5 below), Assignee will copy Assignor or promptly forward to Assignor, as applicable, any and all material communications to or from the Port relating to the Lease or the Premises.

5. Assignor Remains Liable. From the Effective Date until the date on which the Lease is first scheduled to expire or terminate in accordance with its terms (without regard to any amendment and/or restatement entered into in connection herewith), Assignor shall be and remain liable and responsible for the keeping, performance, and

observance of all the covenants, agreements, terms, provisions, and conditions set forth in the Lease on the part of Lessee and for the payment of the annual rental, additional rent, and all other sums now and/or hereafter becoming payable thereunder, expressly including, but not limited to, adjustments of rent, and any and all charges for any additional electric energy, property, material, labor, utility, or other similar or dissimilar services or materials rendered, supplied, or furnished by the Port in, to or in connection with the Premises or any part thereof, whether for or at the request of Assignor or Assignee. From and after such date, Assignor shall no longer be liable or responsible under the Lease and the Port shall look solely to Assignee for any obligations of Lessee arising thereunder.

6. Additional Conditions to Consent. The Port's consent is specifically conditioned upon, and shall not be effective until:

- a. Assignee has documented, on terms satisfactory to the Port, compliance with the Security requirements of the Lease.
- b. Assignee has documented, on terms satisfactory to the Port, compliance with the insurance requirements of the Lease.

7. No Modification. Nothing in this Consent shall be construed to modify, waive, impair or affect any of the covenants, agreements, terms, provisions, or conditions in the Lease (except as expressly provided in this Consent, or to waive any breach thereof, or any rights of the Port against any person, firm, partnership, association, or corporation liable or responsible for the performance thereof, or to enlarge or increase the Port's obligations under the Lease, and all covenants, agreements, terms, provisions, and conditions of the Lease are hereby mutually declared to be in full force and effect.

8. No Further Assignment. Except with respect to the Sublease, no further assignment or sublease of the Lease shall be made without the Port's written consent, and the Port specifically reserves all of its rights under the Lease except as expressly set forth herein.

9. Inurement. This Consent shall inure to the benefit of the Port, Assignor and Assignee, and their respective heirs, assigns and successors in interest.

10. Applicable Law; Attorneys' Fees. This Consent shall be construed and enforced in accordance with the laws of the State of Washington. In the event any party requires the services of an attorney in connection with enforcing the terms of this Consent, the prevailing party shall be entitled to a reasonable sum for attorneys' fees, witness fees and other court costs and expenses, both at trial and on appeal.

11. Entire Agreement. This Consent shall be binding upon the parties and their respective successors and assigns. This Consent, together with the Lease, sets forth all covenants, promises, agreements, conditions and understandings among the parties and there are no covenants, promises, agreements, conditions or understandings, either oral or written, among the parties other than as set forth in this Consent. No subsequent

alteration, amendment, change or addition to this Consent shall be binding unless reduced to writing and signed by all parties.

12. Captions and Article Numbers. The captions and section numbers appearing in this Consent are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent or such sections nor in any way affect this Consent.

IN WITNESS WHEREOF, the parties hereto have executed this Consent as of the day and year first above written.

PORT:

PORT OF SEATTLE,
a Washington municipal
corporation

By: _____

Name: _____

Title: _____

ASSIGNOR:

TRIDENT SEAFOODS
CORPORATION,
a Washington corporation

By: _____

Name: _____

Title: _____

ASSIGNEE:

LINEAGE WA POS RE, LLC,
a Delaware limited liability company

By: Lineage Logistics Holdings, LLC, its sole
member

By: _____

Name: _____

Title: _____

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DRAFT

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this ____ day of _____, 20__, before me personally appeared _____, to me known to be the _____ of the PORT OF SEATTLE, the municipal corporation that executed the within 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 that s/he was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(Signature)

(Print Name)

Washington,

Notary Public, in and for the State of
residing at _____
My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 20__, before me, personally appeared _____, to me known to be the _____ of TRIDENT SEAFOODS CORPORATION, the Washington corporation that executed the 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 that he/she was duly authorized to execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

DRAFT

EXHIBIT A

LEASE

[attached]

DRAFT

EXHIBIT B
PURCHASE AGREEMENT

[attached]

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