

**LEASE BY AND BETWEEN THE
CRESCENT CITY HARBOR DISTRICT AND
OCEAN GOLD SEAFOODS, INC.**

This Lease ("Lease") is executed this 26th day of August, 2026, by and between the Crescent City Harbor District ("Landlord"), a special district organized pursuant to the California Harbors and Navigation Code, and Ocean Gold Seafoods, Inc., a Washington corporation, Washington Unified Business Identifier No. 601-568-741 ("Tenant"), whose address is 1804 N. Nyhus Street, Westport, Washington 98595, under the following terms and conditions:

1. Basic Terms

1.1 Leased Premises. The leased premises ("Premises"), located at 161 Starfish Way, Crescent City, California, are shown on Exhibit A and consist of all of the following:

- (a) A building ("Building") of approximately 17,523 square feet of warehouse and commercial space and the footprint of the Building;
- (b) A surrounding area ("Surrounding Area") of approximately 29,530 square feet immediately outside the Building;
- (c) The additional surrounding area identified on Exhibit A as "Additional Surrounding Area #1," consisting of approximately 3,700 square feet;
- (d) The exclusive use of the two (2) hoist areas ("Hoists") on the pier and the exclusive use of the pier identified on Exhibit A ("Pier");
- (e) The exclusive use of the gravel parking lot area located to the south and southeast of the Building ("Overflow Parking"); and
- (f) The square footage of the Surrounding Area and Additional Surrounding Area is approximate, and Exhibit A shall control to the extent of any discrepancy.

1.2 Monthly Minimum Rent. The monthly minimum rent shall be Eight Thousand Dollars (\$8,000) per month during the first twelve (12) months following the Rent Commencement Date and Nine Thousand Dollars (\$9,000) per month during the next twelve (12) months ("Monthly Minimum Rent"). Thereafter, the Monthly Minimum Rent shall be subject to annual adjustment under Section 3.2.

1.3 Commencement Date; Rent Commencement Date. The Commencement Date and Rent Commencement Date are September 1, 2026.

1.4 Use. Warehouse use, including offloading, cold storage, processing, packaging, and distribution of food products, including but not limited to fish and seafood, and uses reasonably incidental thereto, subject to all applicable laws, permits, and Harbor Regulations.

1.5 Term. Five (5) years, commencing on September 1, 2026, and expiring at 11:59 p.m. on August 31, 2031, unless earlier terminated in accordance with this Lease (the "Term").

1.6 Tenant's Insurance. Tenant shall maintain the insurance coverages, endorsements, and limits required by Section 6 throughout the Term and during any period of early access, holdover, removal, or restoration.

2. Premises, Use, and Compliance with Laws

2.1 Leased Premises; As-Is Condition. Landlord hereby leases the Premises to Tenant, and Tenant hires the Premises from Landlord, on the terms of this Lease. Tenant acknowledges that, except as expressly stated in this Lease, neither Landlord nor any agent of Landlord has made any representation or warranty concerning the condition of the Premises or their suitability for Tenant's business. Tenant has had the opportunity to inspect the Premises and accepts them in their existing "as-is, where-is" condition, subject to Landlord's express obligations under Section 7.2 and any nonwaivable duty imposed by law.

2.2 Request to Exchange Additional Surrounding Area. Tenant may make a one-time written request, upon at least thirty (30) days' notice to Landlord, to exchange Additional Surrounding Area #1 for Additional Surrounding Area #2. Landlord may approve or deny the request in its discretion. Any exchange shall be effective only upon execution of a written amendment signed by Landlord and Tenant and accompanied by a revised Exhibit A. Unless the written amendment expressly provides otherwise, an approved exchange shall not change the Monthly Minimum Rent or any other economic term of this Lease. Tenant's request alone shall create no right to the exchange and shall not modify the Premises.

2.3 Term. The Term shall be as stated in Section 1.5. The Term shall expire without further notice on the expiration date stated there, unless earlier terminated in accordance with this Lease.

2.4 Use. Tenant shall use the Premises solely for the purpose specified in Section 1.4 and shall not change or materially expand that use without Landlord's prior written consent. Tenant shall not conduct any unlawful activity or any activity that creates an unreasonable nuisance, materially interferes with Harbor operations, or increases risk beyond that contemplated by the permitted use.

2.5 Industrial Stormwater and Water Quality Compliance. Tenant shall, at its sole cost and expense, comply with all applicable water-quality and stormwater laws, permits, orders, and requirements, including the Federal Water Pollution Control Act, the Porter-Cologne Water Quality Control Act, and the State Water Resources Control Board's Statewide General Permit for Storm Water Discharges Associated with Industrial Activities, Order 2014-0057-DWQ, as amended and administratively continued, NPDES No. CAS000001, and any successor permit (collectively, the "Industrial General Permit").

- (a) Permit Coverage and Responsibility.** To the extent required by law, Tenant shall timely obtain and continuously maintain Industrial General Permit coverage in its own name as the operator or discharger of Tenant's activities. If Landlord is legally required to be identified in any permit document, Tenant shall nevertheless remain responsible, as between the parties, for compliance arising from Tenant's operations and shall timely provide all information, certifications, and cooperation reasonably requested by Landlord.
- (b) Permit Documents and Reporting.** Tenant shall prepare, certify, update, and implement all required permit registration documents, a site-specific Storm Water Pollution Prevention Plan, monitoring implementation plan, sampling and analysis procedures, annual reports, exceedance response actions, Total Maximum Daily Load requirements, and other filings through the Storm Water Multiple Application and Report Tracking System (SMARTS). Tenant shall not claim or maintain a No Exposure Certification unless legally available and approved in writing by Landlord.
- (c) Operational Controls.** Tenant shall implement and maintain best management practices, good housekeeping, spill prevention and response measures, employee training, covered storage, secondary containment, and stormwater controls appropriate to the Building, Pier, Hoists, Truck Pit, loading areas, parking areas, waste-storage areas, refrigeration systems, and all other portions of the Premises used by Tenant. Tenant shall prevent unauthorized discharges to the Harbor, storm drains, soil, groundwater, or sanitary sewer.
- (d) Records and Landlord Access.** Tenant shall retain all required records for the period required by law and shall provide Landlord, upon request, copies of permit coverage documents, SWPPP revisions, monitoring results, annual reports, notices of violation, agency correspondence, and corrective-action documents. Landlord may inspect Tenant's stormwater controls and records upon reasonable notice, or without prior notice in an emergency or when Landlord reasonably believes an unlawful discharge is occurring.
- (e) Spills, Exceedances, and Enforcement.** Tenant shall immediately stop and contain any spill or unlawful discharge and shall notify Landlord as soon as practicable, but no later than twenty-four (24) hours after discovery, of any material spill, reportable release, permit exceedance requiring formal response, inspection, notice of violation, enforcement communication, or threatened enforcement action relating to the Premises. Tenant shall promptly undertake all investigation, cleanup, reporting, and corrective action required by law.

(f) Landlord Remedies and Indemnity. If Tenant fails to comply with this Section, Landlord may, after such notice as is reasonable under the circumstances, undertake corrective action, and Tenant shall reimburse Landlord as Additional Rent for all resulting costs. Tenant shall indemnify, defend, and hold the Indemnitees harmless from claims, penalties, response costs, and liabilities arising from Tenant's noncompliance, subject to Section 6.1. This subsection survives expiration or termination of the Lease.

2.6 Hazardous Materials. Tenant may use Hazardous Materials in connection with the permitted use only in strict compliance with applicable law and this Lease. Before the Commencement Date, Tenant shall provide Landlord a list identifying the Hazardous Materials expected to be present at the Premises and all required permits and approvals (the "Hazardous Materials List"). Tenant shall update the list at least annually and before introducing a materially different Hazardous Material or obtaining a new permit. Tenant shall, at its sole cost, make all modifications to Tenant's equipment or operations required by law or reasonably required by Landlord's insurer because of Tenant's use of Hazardous Materials.

(a) Definitions. "Hazardous Materials" means any substance, material, waste, pollutant, contaminant, chemical, refrigerant, petroleum product, biological material, or other matter regulated, listed, or defined as hazardous, toxic, infectious, corrosive, ignitable, reactive, carcinogenic, environmentally harmful, or otherwise subject to investigation, reporting, control, remediation, or disposal requirements under applicable federal, state, or local law. "Hazardous Materials Laws" means all laws, regulations, permits, orders, and governmental requirements relating to Hazardous Materials, as amended or replaced.

(b) Compliance. Tenant shall, at its sole cost and expense, comply and cause its employees, contractors, subtenants, invitees, and agents to comply with all Hazardous Materials Laws concerning Hazardous Materials used, generated, stored, transported, released, or disposed of by or for Tenant on, under, from, or about the Premises.

(c) Release, Investigation, and Remediation. Tenant shall immediately contain and lawfully respond to any release or threatened release attributable to Tenant or its operations, notify Landlord within twenty-four (24) hours after discovery, make all required governmental reports, and complete all investigation, remediation, closure, and restoration required by law or reasonably required to protect persons, property, or the environment. Tenant shall not enter into a regulatory settlement affecting Landlord or the Premises without Landlord's prior written consent, not to be unreasonably withheld when Landlord's rights are adequately protected.

(d) Environmental Indemnity. Tenant shall indemnify, defend, and hold the Indemnitees harmless from all claims, liabilities, damages, penalties, investigation and remediation costs, diminution in value, loss of use, and professional fees arising directly or indirectly from Hazardous Materials brought to, used at, generated at, released from, or exacerbated at the Premises by Tenant or persons under Tenant's control. This obligation survives expiration or termination of the Lease.

2.7 Refrigeration Systems and Refrigerants. Tenant shall, at its sole cost and expense, operate, inspect, maintain, repair, replace, register, report, and decommission all refrigeration, cold-storage, process-cooling, ice-making, and associated equipment located in or exclusively serving the Premises and used in Tenant's operations (collectively, "Refrigeration Systems") in compliance with all applicable federal, state, and local laws, including the California Air Resources Board Refrigerant Management Program, applicable hydrofluorocarbon prohibitions and global-warming-potential limits, and section 608 of the federal Clean Air Act, as amended or replaced.

(a) Inventory and Regulatory Status. Within thirty (30) days after the Commencement Date and annually thereafter, Tenant shall maintain and, upon request, provide Landlord an inventory stating each Refrigeration System, refrigerant type, full refrigerant charge, ownership, installation date if known, and applicable registration or reporting status. Tenant shall timely register each regulated facility or system, pay all fees, and file all required reports.

(b) Leak Detection, Repair, and Records. Tenant shall conduct required leak inspections and monitoring, promptly repair leaks within legally required time periods, prepare any required retrofit or retirement plan, and maintain complete on-site service and refrigerant records for at least the period required by law. All installation, service, recovery, recycling, reclamation, and disposal shall be performed by properly certified technicians and licensed contractors using required service practices. Venting of refrigerants is prohibited.

(c) New or Replacement Equipment. Tenant shall not install, replace, materially modify, or change the refrigerant used in a Refrigeration System without Landlord's prior written approval. Tenant shall demonstrate that the proposed equipment and refrigerant comply with all then-applicable restrictions, labeling, recordkeeping, energy, fire, building, and safety requirements. Landlord's approval does not relieve Tenant of responsibility for regulatory compliance or equipment performance.

(d) Releases and Enforcement. Tenant shall notify Landlord within twenty-four (24) hours after discovering a material refrigerant release, a leak requiring regulatory reporting or a retrofit or retirement plan, or any inspection, notice of violation, or enforcement communication concerning a Refrigeration System. Tenant shall promptly correct the condition and provide Landlord copies of material reports and agency correspondence.

(e) End-of-Term Duties. Before surrendering the Premises, Tenant shall lawfully remove or decommission Tenant-owned Refrigeration Systems as directed by Landlord, recover and manage all refrigerants through qualified persons, close all permits and registrations for which Tenant is responsible, repair resulting damage, and provide records reasonably demonstrating lawful disposition. Tenant shall not abandon any refrigerant cylinder, regulated appliance, or contaminated component.

2.8 Homeland Security and Maritime Security. Tenant shall, at its sole cost and expense, comply with all applicable security laws and regulations, including requirements of the United States Coast Guard, and with reasonable security requirements adopted by Landlord for Harbor property, access, cargo handling, vessels, and waterfront operations.

2.9 Harbor Regulations. This Lease is subject to Landlord's duly adopted rules, regulations, tariffs, and fee schedules governing the operation of the Crescent City Harbor District, as amended from time to time, provided that no amendment shall retroactively alter the fixed Term or Monthly Minimum Rent except as expressly permitted by this Lease or law.

2.10 Inspection and Entry. Landlord and its authorized representatives may enter the Premises at reasonable times upon reasonable advance notice to inspect their condition, verify compliance, show the Premises to prospective lenders, tenants, or purchasers, perform Landlord's obligations, or exercise Landlord's rights. No advance notice is required in an emergency, after abandonment, or when Landlord reasonably believes immediate entry is necessary to prevent injury, property damage, environmental harm, or material interference with Harbor operations. Tenant's exclusive-use rights under Section 1.1 are subject to Landlord's rights under this Section and to Landlord's right to enter, cross, and temporarily use portions of the Premises as reasonably necessary for emergency response, public safety, inspection, maintenance or repair of District property or utilities, access to other Harbor property, governmental or regulatory purposes, and Harbor operations. Such access shall not constitute an eviction or breach of Tenant's exclusive-use rights. Landlord shall use reasonable efforts to minimize unnecessary interference with Tenant's operations.

2.11 Inspection by Certified Access Specialist. Landlord states that, as of the execution of this Lease, the Premises have not undergone inspection by a Certified Access Specialist (CASp) and have not been issued a current disability access inspection certificate. California Civil Code section 1938 requires the following notice: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

- (a) Present Election.** Tenant does not request a CASp inspection as a condition to executing this Lease. This acknowledgment is not a waiver of any nonwaivable right under Civil Code section 1938.
- (b) Future Inspection.** If Tenant later requests a CASp inspection, the parties shall mutually agree in writing on the timing, manner, access arrangements, confidentiality, and payment of the inspection fee. Tenant shall provide Landlord a complete copy of the report promptly after receipt.
- (c) Allocation of Corrective Work.** As between the parties and subject to nonwaivable law, Tenant shall be responsible for accessibility work within the Premises or along any required path of travel to the extent caused, required, or triggered by Tenant's particular use, occupancy, equipment, alterations, improvements, employees, customers, or invitees. Landlord shall be responsible for preexisting structural or common-area violations not caused or triggered by Tenant, except to the extent this Lease otherwise assigns the affected maintenance or repair to Tenant. No allocation in this Lease limits the rights of governmental authorities or third parties.

3. Rent

3.1 Rent. Tenant shall pay the Monthly Minimum Rent to Landlord in advance, without notice, demand, deduction, counterclaim, or setoff, on the first day of each calendar month. Monthly Minimum Rent for any partial month shall be prorated on a daily basis. All poundage, taxes, utility reimbursements, fees, repair charges, insurance reimbursements, interest, late charges, and other sums payable by Tenant under this Lease are "Additional Rent." Monthly Minimum Rent and Additional Rent are collectively "Rent."

3.2 Annual Rent Adjustment. Effective September 1, 2028, and on each September 1st thereafter during the Term (each, an “Adjustment Date”), the Monthly Minimum Rent then in effect shall be increased by the greater of: (i) two percent (2%); or (ii) the average of the annual percentage increases or decreases in the Consumer Price Index (“CPI”) for All Urban Consumers, West Region, All Items, as published by the United States Bureau of Labor Statistics, or any reasonably comparable successor index, for the seven most recent annual periods for which data has been published as of the applicable Adjustment Date. By way of example only, if the annual percentage changes for the seven most recent published annual periods are 3%, 4%, 5%, 3%, 2%, 1%, and 2%, the seven-year average is $(3\% + 4\% + 5\% + 3\% + 2\% + 1\% + 2\%) / 7 = 2.86\%$. The adjusted Monthly Minimum Rent shall be determined solely by reference to CPI data published as of the applicable Adjustment Date, shall become effective on that Adjustment Date, and shall not be subject to later true-up, arrearage, or reconciliation based on subsequently published or revised CPI data. If the stated CPI is discontinued or materially changed, Landlord shall reasonably select the most comparable successor index.

3.3 Late Charge and Interest. Tenant acknowledges that late payment will cause Landlord to incur administrative and other costs that are difficult to determine. If any Rent is not received within fifteen (15) days after it is due, Tenant shall pay a late charge equal to the greater of One Hundred Dollars (\$100) or six percent (6%) of the overdue amount. In addition, overdue sums shall bear interest from the due date until paid at the lesser of ten percent (10%) per annum or the maximum lawful rate. The parties agree that the late charge is a reasonable estimate of Landlord's costs and is not a penalty. Acceptance of a late charge or interest does not waive the underlying default.

3.4 Document and Administrative Fees. Tenant shall pay the document, legal, processing, inspection, and other administrative fees applicable to this Lease or any requested amendment, consent, assignment, or approval in the amount stated in Landlord's then-current duly adopted Service Fee Schedule. Unless Landlord agrees otherwise in writing, the applicable fee shall be paid before Landlord is required to process or approve the requested document or action.

3.5 Taxes and Possessory Interest. Tenant shall pay before delinquency all taxes, assessments, and governmental charges levied on Tenant's personal property, trade fixtures, improvements, business, or possessory interest. This Lease may create a possessory interest subject to property taxation under California Revenue and Taxation Code section 107.6, and Tenant may be subject to property taxes levied on that interest. Any possessory-interest tax, together with related interest and penalties, is Tenant's sole responsibility and does not reduce Rent. Upon request, Tenant shall provide reasonable evidence of payment. Tenant may challenge an assessment through lawful procedures, but shall protect Landlord and the Premises from delinquency, lien, or collection action.

3.6 Utilities. Landlord is not obligated to furnish utilities or services to the Premises. Tenant shall arrange and pay for all electricity, gas, water, sewer, telecommunications, security, and other utilities and services serving the Premises, including deposits, meters, installation, connection, capacity, demand, and service charges. If Landlord furnishes or pays for a utility used by Tenant, Tenant shall reimburse Landlord as Additional Rent based on a separate meter, submeter, utility invoice, reasonable allocation methodology, or other documented basis. Landlord is not liable for an interruption beyond Landlord's reasonable control, and no interruption entitles Tenant to abatement or termination except as expressly provided in the casualty provisions or required by nonwaivable law.

3.7 Solid Waste, Organic Waste, and Sanitation. Tenant shall, at its sole cost and expense, arrange for lawful and sufficiently frequent collection, recycling, recovery, and disposal of all solid waste, organic waste, recyclable material, fish waste, offal, spoiled product, food scraps, grease, oils, pallets, packaging, wastewater residuals, and other material generated by Tenant. Tenant shall comply with all applicable requirements implementing Senate Bill 1383 and other mandatory commercial recycling and organics laws, including source separation, container placement and labeling, collection-service or lawful self-haul requirements, contamination prevention, employee training, recordkeeping, and waiver documentation, if any.

(a) Operational Standards. Tenant shall store waste in durable, closed, leak-resistant containers; prevent odors, pests, birds, litter, leakage, and unsanitary conditions; clean waste areas and containers; and ensure that waste does not obstruct access, drainage, firefighting, or Harbor operations. Tenant shall provide all janitorial, pest-control, grease-management, and sanitation services required for the Premises and Tenant's use.

(b) Prohibited Disposal. Tenant shall not discharge, deposit, grind, wash, or dispose of waste, food material, fish residue, grease, refrigerant, chemicals, or wastewater into the Harbor, storm-drain system, soil, or sanitary sewer except through a method expressly authorized by applicable law and all required permits. Tenant shall immediately clean any spill or release and reimburse Landlord for response costs.

(c) Records and Enforcement. Upon request, Tenant shall provide collection agreements, self-haul records, receipts, waiver documentation, inspection reports, and enforcement correspondence. Tenant shall promptly notify Landlord of any material violation or enforcement action concerning waste or sanitation at the Premises.

3.8 Poundage and Harbor Fees. Monthly Minimum Rent does not include poundage fees for product offloads or other charges that may be assessed under Landlord's duly adopted fee schedules. Tenant shall timely pay all such fees as Additional Rent.

4. Expiration and Termination

4.1 Expiration. Unless earlier terminated pursuant to an express provision of this Lease or applicable law, this Lease and Tenant's right of possession shall automatically expire at 11:59 p.m. on August 31, 2031, without further notice or demand. Tenant shall surrender the Premises in accordance with Section 8.

4.2 Early Termination. Neither party may terminate this Lease before expiration except as expressly provided in this Lease or by nonwaivable law. A notice of early termination shall identify the contractual or legal basis for termination and shall be served in accordance with Section 11.1 and any mandatory statutory procedure.

5. Remedies Upon Default

5.1 Events of Default. Each of the following constitutes an "Event of Default" by Tenant:

- (a) Monetary Default.** Tenant fails to pay Rent or any other monetary obligation when due and the failure continues for five (5) business days after Landlord gives written notice, except that Landlord need not give a notice or cure period that is not required by applicable law after repeated defaults or when this Lease expressly provides otherwise.
- (b) Insurance Default.** Tenant fails to obtain, maintain, or provide evidence of any required insurance, or permits required insurance to lapse, and fails to cure within three (3) business days after notice; provided that a lapse in required coverage constitutes an immediate material default for the period during which the Premises or Tenant's operations are uninsured.
- (c) Nonmonetary Default.** Tenant fails to perform any nonmonetary obligation and, if the default is reasonably curable, fails to cure within thirty (30) days after notice. If the default cannot reasonably be cured within thirty (30) days, Tenant shall commence the cure within that period and diligently pursue it to completion within a reasonable time. A default threatening health, safety, property, environmental quality, permit status, or continued Harbor operations shall be cured immediately or within the shorter period reasonably stated in Landlord's notice.
- (d) Abandonment or Unauthorized Closure.** Tenant abandons the Premises, ceases substantially all operations for more than thirty (30) consecutive days without Landlord's written consent other than because of seasonal operations or a permitted Force Majeure event, or removes material equipment in circumstances reasonably indicating an intent not to perform the Lease.

- (e) **Insolvency Proceedings.** To the extent enforceable under applicable bankruptcy law, Tenant makes a general assignment for the benefit of creditors; a receiver or trustee is appointed for substantially all of Tenant's assets and the appointment is not discharged within sixty (60) days; or an involuntary bankruptcy petition is filed against Tenant and is not dismissed within sixty (60) days. No provision of this Lease is intended to create an unenforceable termination right solely because a bankruptcy petition is filed.
- (f) **False Statement or Loss of Authority.** A material representation or certification made by Tenant in connection with this Lease proves materially false, or Tenant ceases to be duly organized, in good standing, or authorized to conduct business in California and fails to correct the condition within the period reasonably stated by Landlord.
- (g) **Unlawful or Unpermitted Use.** Tenant conducts a material unlawful use, loses a permit essential to the permitted use and fails to timely obtain reinstatement, or continues an activity after a governmental authority or Landlord lawfully directs that it cease because of an immediate threat or material violation.

5.2 Termination of Possession and Damages. Upon an Event of Default, Landlord may terminate Tenant's right of possession and this Lease by lawful notice and process. Upon termination, Landlord may recover the remedies provided by California Civil Code section 1951.2, including:

- (i) The worth at the time of award of the unpaid Rent earned at the time of termination;
- (ii) The worth at the time of award of the amount by which unpaid Rent that would have been earned after termination until the time of award exceeds the rental loss Tenant proves could reasonably have been avoided;
- (iii) Subject to applicable law, the worth at the time of award of the amount by which unpaid Rent for the balance of the Term after the time of award exceeds the rental loss Tenant proves could reasonably be avoided; and
- (iv) Any other amount necessary to compensate Landlord for the detriment proximately caused by Tenant's failure to perform, including repair, restoration, reletting, brokerage, legal, environmental, security, and administrative costs, less amounts that applicable law requires Landlord to mitigate.

5.3 Continuation of Lease After Abandonment. Landlord has the remedy described in California Civil Code section 1951.4: Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations. Acts of maintenance, preservation, repair, security, or efforts to relet the Premises do not, by themselves, terminate Tenant's right to possession or Landlord's election under this Section.

5.4 Landlord Cure and Self-Help. If Tenant fails to perform an obligation after applicable notice and cure, or immediately in an emergency, Landlord may, but is not obligated to, perform the obligation or take corrective action. Tenant shall reimburse Landlord as Additional Rent for all reasonable costs, including professional fees and an administrative charge reasonably reflecting Landlord's internal costs. Landlord's action does not waive the default or create a continuing duty to perform Tenant's obligations.

5.5 Re-entry and Recovery of Possession. After lawful termination of Tenant's right of possession, or as otherwise permitted by law following abandonment, Landlord may recover possession through lawful process, secure the Premises, remove or store property as permitted by law, and take actions reasonably necessary to protect persons, property, permits, and Harbor operations. Nothing in this Lease authorizes a breach of the peace or waives mandatory unlawful-detainer procedures.

5.6 Mitigation; No Waiver. Landlord shall mitigate damages to the extent required by law. Efforts to mitigate do not waive Landlord's claims or remedies. Acceptance of partial Rent, late Rent, or performance after default does not waive the default unless Landlord executes an express written waiver. A waiver of one default is not a waiver of any other or subsequent default.

5.7 Cumulative Remedies. Landlord's rights and remedies are cumulative and may be exercised separately or concurrently to the extent permitted by law. No remedy stated in this Lease excludes any other remedy available under this Lease or applicable law.

6. Indemnification and Insurance

6.1 Indemnification. To the fullest extent permitted by law, Tenant shall indemnify, defend, protect, and hold harmless Landlord; its Board of Harbor Commissioners; its officers, employees, agents, volunteers, legal counsel, successors, and assigns; and any successor owner of Landlord's interest in the Premises (collectively, the "Indemnitees") from all claims, demands, actions, damages, injuries, losses, liabilities, liens, penalties, fines, response and remediation costs, judgments, and expenses, including reasonable attorneys' and expert fees, arising out of or relating to Tenant's use or occupancy of the Premises, Tenant's business or operations, any breach of this Lease, or any act or omission of Tenant or persons under Tenant's control, except to the extent finally determined to have been caused by the gross negligence or willful misconduct of the Indemnatee seeking protection.

(a) Defense. Tenant's duty to defend arises upon tender of a claim potentially within the indemnity and is independent of the duty to indemnify. Defense counsel shall be reasonably acceptable to Landlord. Landlord may participate with counsel at its own expense; however, Tenant shall pay for separate counsel when an actual conflict of interest requires separate representation or when Tenant fails to provide an adequate defense.

(b) No Waiver of Public-Entity Protections. Nothing in this Lease waives any defense, immunity, claim-presentation requirement, or limitation available to Landlord or any Indemnatee under the California Government Claims Act or other law. The indemnity obligations survive expiration or termination of the Lease.

6.2 Insurance Requirements. Tenant shall obtain and maintain, at its sole cost, the following insurance throughout the Term and during any early access, holdover, removal, restoration, or other occupancy. Coverage shall be written by insurers admitted or otherwise authorized to transact the applicable insurance in California, or by eligible surplus line insurers lawfully used for the applicable coverage, and rated at least A-:VII by A.M. Best, or otherwise approved in writing by Landlord. Claims-made coverage shall have a retroactive date no later than the Commencement Date and shall be maintained, or an extended reporting period obtained, for at least three (3) years after expiration or termination.

(a) Commercial General Liability. Commercial general liability insurance on an occurrence form, including premises and operations, products and completed operations, contractual liability, independent contractors, personal and advertising injury, and property damage, with limits not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) general aggregate, and Four Million Dollars (\$4,000,000) products-completed operations aggregate. The aggregate shall apply separately to the Premises or be maintained at not less than twice the required per-occurrence limit.

(b) Automobile Liability. Automobile liability insurance covering owned, hired, and non-owned vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) per accident. If Tenant's operations include regular heavy-truck, cargo, or fuel transportation, Landlord may reasonably require a higher limit consistent with the risk and insurance customarily available for comparable operations.

(c) Workers' Compensation and Maritime Employment Coverage. Workers' compensation insurance as required by California law and employers' liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident, each employee for disease, and policy limit for disease. Tenant shall also maintain coverage required by the Longshore and Harbor Workers' Compensation Act, Jones Act, or other maritime-employment law to the extent applicable to Tenant's employees or operations, with maritime employers' liability limits of not less than One Million Dollars (\$1,000,000).

- (d) Pollution Legal Liability.** Pollution legal liability insurance, including sudden and gradual pollution, cleanup and remediation expense, third-party bodily injury and property damage, transportation, non-owned disposal sites, wastewater, chemicals, fuels, and refrigerant releases, with limits not less than Two Million Dollars (\$2,000,000) each pollution condition and Four Million Dollars (\$4,000,000) aggregate. Coverage shall apply to the Premises and Tenant's operations and contractors.
- (e) Marine and Terminal Operations.** If Tenant conducts vessel offloading, stevedoring, cargo handling over water, or operation of the Hoists, Tenant shall maintain marine general liability, terminal operator's liability, stevedore's liability, or equivalent coverage appropriate to those operations, with limits not less than Five Million Dollars (\$5,000,000) per occurrence or such other limit approved by Landlord's risk manager.
- (f) Property, Equipment Breakdown, Spoilage, and Business Income.** Tenant shall insure, on a replacement-cost basis, all of Tenant's personal property, inventory, trade fixtures, alterations, and improvements for causes of loss customarily included in a special-form property policy. Tenant shall maintain equipment-breakdown coverage for refrigeration, boilers, pressure vessels, electrical, and mechanical equipment, together with business-income, extra-expense, utility-interruption, and spoilage coverage sufficient for Tenant's reasonably foreseeable loss. Tenant bears the risk of loss to its property, inventory, and business except to the extent caused by Landlord's gross negligence or willful misconduct.
- (g) Umbrella or Excess Liability.** Umbrella or excess liability insurance following form over the commercial general, automobile, employers' liability, and applicable marine liability policies with limits not less than Five Million Dollars (\$5,000,000) per occurrence and aggregate.
- (h) Additional Insured; Primary Coverage; Waiver of Subrogation.** Landlord, its Board of Harbor Commissioners, officers, employees, agents, and volunteers shall be named as additional insureds on Tenant's commercial general, automobile, pollution, umbrella, and applicable marine liability policies for liability arising from Tenant's use and operations, using endorsements reasonably acceptable to Landlord. Such coverage shall be primary and noncontributory to insurance or self-insurance maintained by Landlord. To the extent commercially available, Tenant shall obtain waivers of subrogation in favor of Landlord on workers' compensation and property policies. The parties waive insured property-loss claims against each other only to the extent proceeds are actually available and the applicable policy permits the waiver without invalidating coverage.

- (i) Evidence and Notice.** Before entering the Premises and at each renewal, Tenant shall provide certificates of insurance and copies of required additional-insured, primary and noncontributory, and waiver-of-subrogation endorsements. Upon request, Tenant shall provide certified policy copies, subject to reasonable redaction of proprietary premium information. Tenant shall use commercially reasonable efforts to cause the required policies or endorsements to provide Landlord at least thirty (30) days' prior written notice of cancellation, nonrenewal, or material reduction in coverage, and ten (10) days' prior notice for cancellation due to nonpayment, to the extent such notice is commercially available from the insurer. In all events, Tenant shall notify Landlord in writing immediately, and in no event later than two (2) business days, after Tenant receives notice or otherwise learns of any cancellation, nonrenewal, material reduction, or lapse in required coverage. Tenant shall replace any terminated or materially reduced coverage without interruption.
- (j) Deductibles and No Limitation of Liability.** Tenant is responsible for all deductibles and self-insured retentions. Insurance requirements do not limit Tenant's liability or indemnity obligations. Landlord's review or acceptance of insurance documents does not waive a deficiency. If Tenant fails to maintain required insurance, Landlord may obtain coverage or take other protective action, and Tenant shall reimburse the cost as Additional Rent.

6.3 Landlord Property Insurance. Landlord may maintain property or other insurance on the Building and Landlord-owned improvements in such amounts and subject to such deductibles as Landlord determines appropriate, but Landlord does not insure Tenant's property, inventory, equipment, alterations, business income, or spoilage. Tenant has no right to Landlord's insurance proceeds except through Landlord's express restoration obligations under Section 10.

7. Maintenance, Repair, and Alterations

7.1 Tenant Maintenance and Repair. Except for Landlord's limited obligations under Section 7.2, Tenant shall, at its sole cost, keep, maintain, service, repair, and when necessary replace the Premises and every component located in or exclusively serving the Premises in clean, sanitary, safe, watertight, operable, and good commercial condition. Tenant's obligations include preventive maintenance and ordinary and extraordinary repair arising from Tenant's use, loading, equipment, employees, contractors, invitees, or failure to maintain.

(a) Building and Site Components. Tenant's responsibilities include all structural and nonstructural components of the Building and Surrounding Areas, including the primary load-bearing frame and structural members; structural roof deck; roof membrane and all roofing; exterior walls, siding, cladding, weatherproofing, and the building envelope; interior and exterior surfaces; roof inspections, drains, flashing, sealants, coatings, and patching; windows, doors, glass, roll-up doors, locks, flooring, walls, ceilings, lighting, signage, fencing, landscaping, parking and loading surfaces, striping, drainage inlets, gutters, and downspouts. Tenant shall perform, at its sole cost, all maintenance, repair, rehabilitation, reconstruction, and replacement of such components, whether capital or noncapital and whether required because of ordinary age, wear and tear, corrosion, latent defect, failure, obsolescence, casualty, or end of useful life, except to the extent finally determined to have been caused by Landlord's gross negligence or willful misconduct or as otherwise required by nonwaivable law.

(b) Building Systems. Tenant shall maintain, repair, rehabilitate, reconstruct, and replace all plumbing fixtures and service lines, sewer laterals, grease interceptors, floor drains, pumps, electrical panels and distribution, lighting, fire alarms, fire-suppression and sprinkler systems, HVAC, security systems, telecommunications, Refrigeration Systems, compressors, piping, insulation, controls, and other utility or mechanical systems located within or exclusively serving the Premises. Tenant's obligations under this subsection include capital replacement and apply regardless of ordinary age, wear and tear, latent defect, equipment failure, obsolescence, or end of useful life, except only for utility mains expressly assigned to Landlord under Section 7.2 and except to the extent finally determined to have been caused by Landlord's gross negligence or willful misconduct or as otherwise required by nonwaivable law.

- (c) Pier, Hoists, and Operational Areas.** Tenant shall, at its sole cost, operate, inspect, maintain, lubricate, service, certify, repair, rebuild, rehabilitate, modernize, replace, and, when necessary, remove or decommission the Hoists and all associated equipment and components. Tenant's responsibility for the Hoists includes all capital and noncapital work and replacement required because of ordinary age, wear and tear, corrosion, latent defect, equipment failure, obsolescence, casualty, regulatory requirement, or end of useful life. Landlord shall have no obligation to repair, rebuild, replace, modernize, or fund the Hoists, except to the extent finally determined to have been caused by Landlord's gross negligence or willful misconduct or as otherwise required by nonwaivable law. Tenant shall also perform routine inspection, housekeeping, corrosion control, maintenance, servicing, certification, and nonstructural repair of the Truck Pit, Pier deck and appurtenances, loading areas, bollards, rails, ladders, utility connections, and safety equipment used by Tenant. Tenant is responsible for all damage to the Pier, piles, Hoists, Truck Pit, paving, or other Harbor property caused by Tenant's vessels, vehicles, loads, equipment, employees, contractors, or invitees, regardless of whether the damage is characterized as structural.
- (d) Service Contracts and Records.** Tenant shall maintain service contracts with qualified contractors for Refrigeration Systems, HVAC, fire-suppression systems, backflow devices, grease or wastewater equipment, Hoists, and other systems for which periodic professional service is customary or legally required. Tenant shall keep maintenance, inspection, certification, and repair records and provide them to Landlord upon request.
- (e) Legal and Insurance Requirements.** Tenant shall perform, at its sole cost, repairs, modifications, and upgrades required because of Tenant's particular use, occupancy, equipment, alterations, Hazardous Materials, employee or public access, or a condition caused or exacerbated by Tenant, including accessibility, fire, life-safety, environmental, wastewater, refrigeration, and food-processing requirements. Tenant shall comply with reasonable loss-control requirements of Landlord's insurer attributable to Tenant's operations.
- (f) Notice and Emergency Action.** Tenant shall promptly notify Landlord of structural distress, roof failure, utility-main failure, fire-system impairment, significant leak, dangerous condition, or other matter potentially within Landlord's obligations. Tenant shall take reasonable emergency measures to prevent injury or additional damage. Failure to notify Landlord makes Tenant responsible for avoidable resulting damage.
- (g) Landlord Self-Help.** If Tenant fails to perform maintenance or repair after reasonable notice, or immediately in an emergency, Landlord may perform the work and recover the reasonable cost as Additional Rent. Landlord's performance does not shift the underlying obligation or create a duty to perform future work.

7.2 Landlord's Limited Maintenance Obligations. Subject to the exclusions below, Landlord shall be responsible only for capital repair or replacement necessitated by ordinary age, latent defect, or casualty of: (i) the principal structural and submerged support components of the Pier and piles; and (ii) utility mains located outside the Premises that serve multiple Harbor users. Except for those expressly stated obligations, Landlord has no obligation to maintain, repair, rehabilitate, reconstruct, replace, modernize, or fund any portion of the Premises or any component located in or exclusively serving the Premises, including any portion of the Building or building envelope, structural frame, roof deck, roof membrane, roofing, exterior walls, siding or cladding, Building Systems, Refrigeration Systems, or Hoists, whether the work is capital or noncapital and regardless of ordinary age, wear and tear, corrosion, latent defect, failure, obsolescence, casualty, or end of useful life.

(a) Exclusions. Even as to components otherwise assigned to Landlord under this Section, Landlord is not responsible for any repair or replacement to the extent necessitated by Tenant's use, overloading, vibration, corrosion, drainage obstruction, equipment, alterations, failure to maintain, negligence, willful misconduct, law violation, or act or omission of persons under Tenant's control. Tenant shall reimburse Landlord for such work as Additional Rent.

(b) Performance and Interference. Landlord shall commence an acknowledged obligation within a reasonable time after notice, subject to emergency priorities, public contracting requirements, permits, funding, insurance adjustment, material availability, and Force Majeure. Except as expressly provided in Section 10 or required by nonwaivable law, Landlord's maintenance or repair work does not entitle Tenant to Rent abatement or consequential damages. Landlord shall use reasonable efforts to minimize unnecessary interference with Tenant's operations.

7.3 Installations, Alterations, and Improvements. Tenant shall not make any alteration, addition, improvement, penetration, structural change, utility modification, equipment installation materially affecting the Building, or exterior change without Landlord's prior written approval. Landlord may condition approval on plans, engineering, permits, insurance, bonds, contractor qualifications, construction controls, restoration obligations, and compliance with public-works or public-contracting requirements.

(a) Permits and Compliance. Before beginning approved work, Tenant shall obtain and pay for all required governmental and utility approvals, including California Coastal Commission, building, fire, environmental, and health permits. If Landlord funds, reimburses, credits, or otherwise provides public funds for any work, the work shall comply with all applicable competitive-procurement, prevailing-wage, apprenticeship, contractor-registration, payment-bond, performance-bond, and certified-payroll requirements. No Rent credit or offset is allowed unless expressly approved in a separate written agreement.

- (b) Ownership and Removal.** Unless Landlord specifies otherwise in its approval, permanently affixed improvements become Landlord's property upon installation without compensation to Tenant. Tenant retains ownership of movable furniture, machinery, inventory, and trade fixtures. Before expiration or termination, Tenant shall remove property that Landlord directs Tenant to remove and repair all resulting damage. Property not timely removed may be treated as abandoned and handled as permitted by law, without reducing Tenant's restoration obligations.
- (c) Liens and Notice of Nonresponsibility.** In addition to Tenant's obligations under Section 11.2, Tenant shall provide Landlord reasonable advance written notice before commencing any work that may give rise to a mechanics' lien, stop notice, or similar claim against the Premises or Landlord's interest, including the identity of the contractor and the anticipated commencement date. Landlord may execute, post, record, or otherwise give any notice of nonresponsibility or take other lawful measures Landlord considers appropriate to protect its interest, and Tenant shall reasonably cooperate with Landlord in doing so. Tenant shall promptly pay, discharge, release, or bond around any such claim and shall indemnify Landlord from all lien-related liability and expense, without limiting Section 6.1.
- (d) Public-Agency and Environmental Review.** Any consent or approval by Landlord under this Section is subject to the California Environmental Quality Act (CEQA) and any other procedural, environmental, permitting, public-contracting, or governmental requirements applicable to Landlord. Nothing in this Lease, Tenant's submission of plans, or Landlord's preliminary review, negotiation, or conditional approval constitutes a commitment by Landlord to approve any future alteration, improvement, or project before completion of any review or action required by applicable law.

8. Surrender, Restoration, and Holdover

- 8.1 Surrender.** Upon expiration or earlier termination, Tenant shall peacefully vacate and surrender the Premises broom clean, sanitary, free of occupants and claims of possession, and in the condition required by this Lease. Tenant shall return all keys, access devices, permits transferable to Landlord, maintenance records, as-built plans, and operating manuals for Landlord-owned systems.

8.2 Restoration and Removal. Before surrender, Tenant shall complete all required maintenance and repair; remove Tenant's personal property, inventory, waste, signs, and designated alterations; lawfully remove or decommission Refrigeration Systems and Hazardous Materials as required by Sections 2.6 and 2.7; close or transfer permits as directed by Landlord; repair removal damage; and restore the Premises to the condition existing on the Commencement Date, ordinary deterioration of components that Landlord is expressly obligated to maintain under Section 7.2 excepted, or to such improved condition as Landlord elects to retain. If early termination affords fewer than thirty (30) days, Landlord may allow a reasonable removal period not exceeding thirty (30) days, during which Tenant remains liable for Rent, insurance, security, utilities, and all Lease obligations.

8.3 Holding Over. Tenant may hold over only with Landlord's express written consent. Without such consent, Tenant is a tenant at sufferance and shall pay Monthly Minimum Rent at one hundred fifty percent (150%) of the rate in effect immediately before expiration, plus all Additional Rent and damages caused by the holdover. Acceptance of payment does not constitute consent, renewal, or a month-to-month tenancy. If Landlord consents to a holdover without a written extension, the tenancy shall be month to month on the terms of this Lease, except that either party may terminate it upon the notice required by applicable law. Tenant shall indemnify Landlord from claims and losses arising from failure to surrender, including claims of a succeeding tenant. This indemnity survives expiration.

9. Assignment, Subletting, and Transfers

9.1 Consent Required. Tenant shall not assign this Lease, sublet any portion of the Premises, license occupancy, permit another person to conduct operations from the Premises, mortgage or encumber the leasehold, or transfer a controlling ownership interest in Tenant (collectively, a "Transfer") without Landlord's prior written consent. Landlord shall not unreasonably withhold consent to a proposed Transfer to a financially responsible transferee whose proposed use is lawful, compatible with Harbor operations, and no more hazardous or burdensome than the permitted use, but Landlord may consider the transferee's experience, financial capacity, insurance, permits, environmental history, public-purpose compatibility, and proposed alterations.

9.2 Conditions of Consent. As conditions to consent, Landlord may require current financial and organizational information; payment of all Rent and cure of defaults; execution of an assignment and assumption in a form acceptable to Landlord; reimbursement of review costs; updated insurance and permits; and reasonable security. No consent releases Tenant or any guarantor from liability unless Landlord expressly agrees in writing. Consent to one Transfer is not consent to a later Transfer. An unauthorized Transfer is voidable by Landlord and constitutes an Event of Default.

10. Casualty and Condemnation

10.1 Casualty. Tenant shall promptly notify Landlord of any fire, tsunami, storm, collision, structural failure, or other casualty affecting the Premises. The parties' repair obligations are governed by Sections 7 and 10 and by the availability of insurance proceeds, permits, and lawful authority to restore.

(a) Termination After Major Casualty. If the Premises are substantially destroyed, if restoration cannot reasonably be completed within one hundred eighty (180) days after the casualty, if required permits are unlikely to be obtained, if insurance proceeds and appropriated funds are insufficient, or if the casualty occurs during the final twelve (12) months of the Term, Landlord may terminate this Lease by written notice given within sixty (60) days after Landlord reasonably determines the applicable condition. Tenant may terminate if substantially all of the Premises remain unusable for the permitted use and restoration cannot reasonably be completed within one hundred eighty (180) days after the casualty, provided Tenant is not responsible for the casualty. Tenant may not base a termination right on Landlord's failure or refusal to perform repair or restoration work assigned to Tenant under Section 7.

(b) Partial Casualty and Restoration. If the Lease is not terminated, Landlord shall restore only the components Landlord is expressly obligated to maintain under Section 7.2 to substantially their pre-casualty condition, to the extent of available insurance proceeds and lawful funding. Tenant shall restore Tenant's property, improvements, equipment, and all components assigned to Tenant under Section 7, including the Building components, Building Systems, Refrigeration Systems, and Hoists assigned to Tenant thereunder. Each party shall proceed with reasonable diligence, subject to permits, procurement, insurance adjustment, and Force Majeure.

(c) Rent Abatement. If a casualty not caused by Tenant materially prevents use of a portion of the Premises, Monthly Minimum Rent shall be equitably abated based on the portion of the Premises and permitted operations rendered unusable during the period of actual unusability. Any abatement attributable to repair or restoration work assigned to Tenant under Section 7 shall not extend beyond the date Tenant could reasonably have completed that work through diligent performance. Additional Rent for services or costs that continue shall remain payable. No abatement applies to the extent the casualty results from Tenant's breach, negligence, willful misconduct, or failure to maintain, and Tenant remains liable for uninsured restoration costs attributable to Tenant or assigned to Tenant under this Lease.

(d) Tenant Property and Glass. Landlord has no obligation to restore Tenant's inventory, trade fixtures, equipment, or improvements except as expressly agreed in writing. Glass breakage and damage to components assigned to Tenant are Tenant's responsibility unless caused by Landlord's gross negligence or willful misconduct.

(e) Waiver of Statutory Termination Rights. Except for rights expressly stated in this Section or rights that cannot lawfully be waived, Tenant waives California Civil Code sections 1932(2) and 1933(4) concerning termination following destruction of the Premises.

10.2 Condemnation.

(a) Taking Resulting in Termination. If all or a substantial part of the Premises is taken by eminent domain, transferred under threat of condemnation, or subjected to a permanent governmental taking that prevents or materially interferes with the permitted use, either party may terminate this Lease by written notice effective on the date possession is taken by the condemning authority.

(b) Taking Not Resulting in Termination. If a taking does not result in termination but materially reduces Tenant's usable area or access, Monthly Minimum Rent shall be equitably reduced from the date of physical possession to reflect the remaining use, after considering any compensation paid to Tenant for use or occupancy. A temporary taking does not terminate this Lease; Tenant shall continue to pay Rent, but may retain an award expressly attributable to Tenant's temporary loss of use, moving expense, or personal property, so long as Landlord's award is not reduced.

(c) Award. Landlord is entitled to all compensation attributable to the land, Building, Pier, Landlord-owned improvements, reversion, and value of the unexpired leasehold. Tenant assigns such compensation to Landlord. Tenant may pursue a separate award for Tenant's personal property, relocation expense, and business loss only to the extent separately awarded and not reducing Landlord's recovery.

11. Miscellaneous

11.1 Notices. Except when applicable law requires a different method, all notices, demands, approvals, consents, and other communications under this Lease shall be in writing and delivered by personal delivery, nationally recognized overnight courier, or United States certified mail, return receipt requested, postage prepaid. A courtesy copy may be sent by email to an address designated in writing, but email alone is not effective for a notice of default, termination, exercise of an option, or other notice materially affecting possession unless the recipient expressly acknowledges receipt in writing.

(a) Landlord Address. Crescent City Harbor District, Attention: CEO/Harbormaster, 100 Citizens Dock Road, Crescent City, California 95531, or such other address as Landlord designates by notice.

- (b) Tenant Address.** Ocean Gold Seafoods, Inc., 1804 N. Nyhus Street, Westport, Washington 98595, Attention: President or Chief Executive Officer, with a courtesy copy to such counsel as Tenant designates by written notice.
- (c) Effective Receipt.** A notice is effective upon personal delivery; on the next business day after deposit with an overnight courier for next-business-day delivery; or three (3) business days after deposit in certified mail. Refusal, failure to claim, or an unreported address change does not prevent effectiveness if the notice was properly addressed and sent under this Section.
- (d) Statutory Notices.** Notices of rent increase, termination of a periodic tenancy, unlawful detainer, abandonment, or other matters governed by mandatory service rules shall be served in the manner and within the period required by applicable law. This Section does not shorten any mandatory notice period or authorize service that applicable law does not permit.
- 11.2 Liens.** Tenant shall promptly pay, release, or bond around any lien, stop notice, right in rem, claim, or demand arising from Tenant's work, equipment, labor, materials, or obligations. If Tenant fails to do so after notice, Landlord may discharge the claim and recover all costs as Additional Rent.
- 11.3 No Waiver.** A party's failure or delay in enforcing a provision does not waive that provision or any later breach. No course of dealing, acceptance of performance, custom, or practice modifies this Lease. A waiver is effective only if in writing and signed by the party against whom it is asserted, and applies only to the specific matter stated.
- 11.4 Successors and Assigns.** Subject to the restrictions on Transfer, this Lease binds and benefits the parties and their permitted successors and assigns.

11.5 Attorneys' Fees and Costs. Except as expressly provided below, each party shall bear its own attorneys' fees, expert-witness fees, litigation expenses, and other costs incurred in connection with any first-party dispute, claim, action, or proceeding between Landlord and Tenant arising out of or relating to this Lease, regardless of the outcome or which party is determined to be the prevailing party. This allocation applies to fees and costs incurred in negotiation, mediation, arbitration if agreed to by the parties, trial, appeal, bankruptcy proceedings, and enforcement of any judgment or settlement. Nothing in this Section limits or supersedes Landlord's right to recover damages, costs, expenses, or other amounts expressly recoverable under Sections 5.2 or 5.4 or any other reimbursement or damage provision of this Lease, nor does it limit or supersede Tenant's defense, indemnity, reimbursement, or fee obligations under Section 6.1 or any other indemnity provision of this Lease. This Section does not preclude an award of fees, costs, expenses, or sanctions to the extent required by nonwaivable law or imposed by a court or other tribunal as a sanction for misconduct. Nothing in this Section waives any statutory protection, immunity, defense, claims-presentation requirement, or procedural requirement applicable to Landlord as a public entity.

11.6 References to Law. A reference to a statute, regulation, permit, order, index, or governmental program includes amendments, recodifications, replacements, successor provisions, and implementing requirements in effect from time to time, unless the context clearly requires otherwise.

11.7 Time of Essence. Time is of the essence with respect to Tenant's payment, insurance, permit, environmental, maintenance, surrender, and other obligations for which a time is stated.

11.8 Nondiscrimination. In employment, contracting, access, service, occupancy, and use of the Premises, Tenant shall comply with all applicable federal, state, and local nondiscrimination and civil-rights laws, including the Americans with Disabilities Act, Title VI and Title VII of the Civil Rights Act, the California Fair Employment and Housing Act, and the Unruh Civil Rights Act. Tenant shall not unlawfully discriminate based on any characteristic or combination of characteristics protected by law, including race, color, religion or religious creed, ancestry, national origin, citizenship, primary language, immigration status, physical or mental disability, medical condition, genetic information, marital status, sex, pregnancy, gender, gender identity, gender expression, sexual orientation, age, reproductive health decisionmaking, or military or veteran status, or based on perception of or association with a person having a protected characteristic.

(a) Employment and Contracting. Tenant shall provide equal employment opportunity; comply with required posting, accommodation, and training obligations; and include legally required nondiscrimination provisions in contracts and subcontracts relating to work at the Premises. Tenant shall be responsible for compliance by its contractors and subtenants to the extent provided by law or contract.

(b) **Public Access.** To the extent the Premises or Tenant's business is open to the public or constitutes a business establishment or place of public accommodation, Tenant shall provide the full and equal accommodations, facilities, privileges, and services required by applicable law.

11.9 Tenant Representations and Warranties. Tenant represents and warrants on execution and throughout the Term that:

- (a) Tenant is duly organized, validly existing, and in good standing under Washington law and is qualified to transact business in California to the extent required;
- (b) Tenant has full power and authority to execute, deliver, and perform this Lease, and the person signing for Tenant is duly authorized;
- (c) Tenant has independently evaluated the Premises and the legal, operational, utility, environmental, refrigeration, insurance, and permitting requirements of the permitted use and has not relied on a representation not expressly stated in this Lease; and
- (d) Tenant shall maintain all licenses, registrations, permits, and authorizations required for its business and shall promptly notify Landlord of any suspension, revocation, material enforcement action, or loss of good standing.

11.10 Captions. Section titles and captions are for convenience only and do not limit or expand the substantive terms of this Lease.

11.11 Signs. Tenant shall not erect, install, alter, or display an exterior sign without Landlord's prior written consent and all required permits. Landlord shall not unreasonably withhold consent to professionally designed identification signs appropriate to the Premises and Harbor, but may regulate size, location, illumination, safety, maintenance, and appearance.

11.12 Estoppel Certificate. Within ten (10) business days after request, Tenant shall execute and deliver a commercially reasonable estoppel certificate stating the status of this Lease, Rent, defaults, amendments, and other customary matters. Landlord, a lender, purchaser, governmental agency, or prospective assignee may rely on the certificate. Failure to timely deliver it after a second written request constitutes a material default.

11.13 Integration and Amendment. This Lease and its exhibits constitute the entire agreement concerning the Premises and supersede prior oral and written negotiations, representations, agreements, and understandings concerning the prospective tenancy, including any prior lease with a different tenant. This Lease may be amended only by a writing approved by Landlord's Board of Harbor Commissioners or by the CEO/Harbormaster within delegated authority, and signed by Landlord and Tenant.

11.14 Authorized Representatives. Each person signing this Lease represents that the person has authority to bind the party for whom the person signs.

11.15 Force Majeure. A party is excused from timely performance of a nonmonetary obligation to the extent performance is actually prevented or materially delayed by a fire, tsunami, earthquake, flood, epidemic or pandemic restriction, war, terrorism, civil disturbance, governmental embargo or order, labor dispute not limited to the affected party's workforce, widespread utility failure, or other event beyond the affected party's reasonable control (a "Force Majeure Event"). The affected party shall give written notice as soon as reasonably practicable, describe the expected effect and duration, use commercially reasonable efforts to mitigate the delay, and resume performance promptly when the impediment ends. The time for performance is extended only for the period of actual delay.

(a) Excluded Obligations and Events. Force Majeure does not excuse payment of Rent or other monetary obligations; maintenance necessary to prevent imminent injury, property damage, or environmental harm; insurance; indemnity; confidentiality or public-records cooperation; or surrender obligations. Lack of funds, inability to obtain financing, adverse business conditions, reduced demand, changes in profitability, or a party's failure to plan for reasonably foreseeable seasonal conditions is not Force Majeure.

(b) Casualty Coordination and Extended Event. If a Force Majeure Event includes physical damage to the Premises, Section 10 controls restoration, Rent abatement, and termination. If a Force Majeure Event other than a casualty continuously prevents substantially all permitted use of the Premises for one hundred eighty (180) days, either party may terminate by written notice unless the delay was caused or materially worsened by that party. No termination right arises from an event that merely makes performance more expensive or less profitable.

11.16 Governing Law and Venue. California law governs this Lease. Subject to any mandatory rule, venue for an action arising from this Lease shall lie in Del Norte County, California, or in the applicable federal court serving that county.

11.17 Counterparts and Electronic Signatures. This Lease may be executed in counterparts, each of which is deemed an original and all of which constitute one instrument. Signatures transmitted electronically or in PDF format shall be effective to the extent permitted by law, and the parties may retain this Lease in electronic form.

11.18 Subordination and Attornment. This Lease is subordinate to any existing or future ground lease, deed of trust, financing instrument, or governmental funding covenant affecting the Premises, provided that a successor recognizing this Lease shall not disturb Tenant's possession while Tenant is not in default. Tenant shall, within ten (10) business days after request, execute commercially reasonable documents confirming subordination, nondisturbance, or attornment. Landlord may elect to subordinate an encumbrance to this Lease.

11.19 California Public Records Act. Tenant acknowledges that Landlord is a public agency subject to the California Public Records Act, Government Code section 7920.000 et seq. ("CPRA"), and that this Lease and records submitted to or maintained by Landlord may be subject to public inspection or disclosure. Tenant may clearly identify information it believes is exempt and shall state the legal and factual basis for the claimed exemption, but marking information "confidential" does not control Landlord's disclosure determination or guarantee nondisclosure.

(a) Landlord Control of Disclosure. Landlord shall retain sole authority to determine its CPRA obligations and shall not allow Tenant to control disclosure of information otherwise subject to disclosure. When legally permissible and reasonably practicable, Landlord may notify Tenant before disclosing specifically identified proprietary information, but Landlord is not obligated to delay a lawful response or seek judicial protection on Tenant's behalf.

(b) Protective Relief and Good-Faith Disclosure. Tenant bears the cost of seeking a protective order or other relief. Landlord shall not be liable to Tenant for a good-faith disclosure or withholding decision made in response to the CPRA, subpoena, court order, audit, or other legal requirement. Tenant shall reasonably assist Landlord in locating and reviewing records relating to this Lease that are in Tenant's custody when such records are legally deemed records of Landlord.

11.20 Qualified Commercial Tenant Notice. If Tenant claims status as a "qualified commercial tenant" under California law, Tenant shall provide Landlord the written notice and employee-count self-attestation required by the applicable statute before or upon execution and annually thereafter. Unless and until the required notice is delivered, Tenant shall not be deemed to have invoked protections conditioned on that notice. Nothing in this Section waives any nonwaivable statutory right.

11.21 Severability and Reformation. If a provision is held invalid or unenforceable, the remaining provisions remain effective. A court shall reform an invalid provision to the minimum extent necessary to make it enforceable while most closely preserving the parties' lawful intent.

11.22 No Partnership or Third-Party Beneficiaries. This Lease creates only a landlord-tenant relationship and does not create a partnership, joint venture, agency, employment, or fiduciary relationship. Except for the Indemnitees and permitted successors and assigns expressly protected by this Lease, no third party is an intended beneficiary.

**SIGNATURE PAGE TO LEASE
BY AND BETWEEN THE CRESCENT CITY HARBOR DISTRICT AND
OCEAN GOLD SEAFOODS, INC.**

TENANT:

Ocean Gold Seafoods, Inc.

By:

Ben Bale,
Chief Financial Officer

LANDLORD:

Crescent City Harbor District

By:

Michael Rademaker,
CEO/Harbormaster

Approved as to form:

By:

Name:
Counsel for Tenant

Approved as to form:

By:

Ryan Plotz
District Counsel

EXHIBIT A

