North Pacific SEAFOODS™

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RECEIVED
FEB 02 2016
DEC
Division of Water Quality
Wastewater Discharge Program

SCANNED
3-1-16 MZ

January 26, 2016

Alaska Dept. of Environmental Conservation
Wastewater Discharge Authorization Program
555 Cordova Street
Anchorage, AK 99501

Re: APDES Permit No. AKG520487
Inlet Fish Producers Kasilof Plant

Dear Sir:

Last June North Pacific Seafoods, Inc. acquired the Inlet Fish Producers Kasilof Plant. Attached is a completed "Name Change And / Or Permit Transfer For Wastewater Discharge Permit" form for that transaction. Also attached are the appropriate pages from the Asset Purchase Agreement. Due to an oversight this information was not submitted prior to the sale of the facility to North Pacific Seafoods. Please contact me if there are any questions or comments regarding this information.

Sincerely,

Philip Mobilia

Philip Mobilia
Environmental, Health & Safety Manager
206.812.4231
philipmobilia@npsi.us

Att.

cc: S. Earsley
J. Garner
V. Goddard
D. Heimgartner
L. Moore
R. Utrup

# NAME CHANGE AND/OR PERMIT TRANSFER FOR WASTEWATER DISCHARGE PERMIT

**Alaska Department of Environmental Conservation**
**Division of Water**

**For department use only:**
Date received: _____
DROPS entry: _____
Entered by: _____

## A. ACTION TO BE PERFORMED

☐ Name change / Effective or Scheduled Date:

☑ Transfer of Permit / Schedule Date: 06/28/2015

## B. PREVIOUS INFORMATION

| | | | | | | |
|---|---|---|---|---|---|---|
| **DEC Permit or Authorization No.:** | AKG520487 | | | | | |
| Previous Business Name: | Inlet Fish Producers Kasilof Plant | | | | | |
| Facility Physical Address: | Street: | 52444 Skein Avenue (NOTE: There is no mail delivery to the physical address!) | | | | |
| | City: | Kasilof | State: | AK | Zip: | 99610 |

## C. NEW INFORMATION

| | | | | | | |
|---|---|---|---|---|---|---|
| New Business Name: | IFP - Kasilof (North Pacific Seafoods, Inc.) | | | | | |
| **Responsible Party** | VINCENT GODDARD | | | | | |
| Mailing Address: | Street (PO Box): | PO Box 114 | | | | |
| | City: | Kenai | State: | AK | Zip: | 99611 |
| | Phone: | 907-283-9275 | Fax (optional): | 907-283-7048 | Email: | vince@inletfish.com |
| **Facility Contact** | BOB UTRUP | | | | | |
| Mailing Address: | Street (PO Box): | PO Box 114 | | | | |
| | City: | Kenai | State: | AK | Zip: | 99611 |
| | Phone: | 907-283-7322 | Fax (optional): | 907-283-7048 | Email: | bobu@inletfish.com |
| **Billing Contact** | KIM BETERING | | | | | |
| Mailing Address: | Street (PO Box): | PO Box 114 | | | | |
| | City: | Kenai | State: | AK | Zip: | 99611 |
| | Phone: | 907-283-6011 | Fax (optional): | 907-283-6013 | Email: | kim@inletfish.com |

Will the name change or transfer of ownership result in a change in the character of pollutants being discharged or a new or increased discharge not addressed by current permit conditions?

☑ No
☐ Yes (attach explanation)

## D. SIGNATURE REQUIRED FOR NAME CHANGE

I hereby authorize the above referenced name change

Name of Responsible Party (Print) _____ Title _____

Signature of Responsible Party _____ Date _____

## E. SIGNATURES REQUIRED FOR TRANSFER OF PERMIT

**PREVIOUS OWNER:** I hereby acknowledge the pending transfer of the above referenced permit.

Vincent Goddard
Name of Responsible Party (Print)

President - Inlet Fish Producers, Inc.
Title

Vincent L Goddard
Signature of Responsible Party

1-26-2016
Date

**NEW OWNER:**

I certify under penalty of oath that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of this person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting the information, including the possibility of fine and imprisonment for knowing violations.

Kazuo Taguchi
Name of Responsible Party (Print)

Chairman; North Pacific Seafoods, Inc.
Title

Signature of Responsible Party

1/26/16
Date

# ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into as of June 28, 2015 by and among INLET FISH PRODUCERS, INC. ("IFP"), an Alaska corporation, WILD PACIFIC SALMON, INC. ("WPS"), a Washington corporation, THE RIVER COMPANY, LLC ("TRC"), an Alaska limited liability company, (collectively hereinafter "Sellers"), VINCENT GODDARD ("Goddard"), IFP HOLDINGS, LLC, an Alaska limited liability company ("IFP") and NORTH PACIFIC SEAFOODS, INC., a Washington corporation ("Buyer"). IFP, Buyer and Sellers are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

## RECITALS

A. Sellers own certain assets used in the operation of the fish processing plants known as the Kenai Plant, the Kasilof Plant and the K-Beach Plant (collectively, the "Businesses").

B. Sellers, IFP and Buyer desire to enter into this Agreement pursuant to which Sellers propose to sell to Buyer, and Buyer proposes to purchase from Sellers, certain assets owned by the Sellers for use by Sellers in the conduct of the Businesses.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## ARTICLE I

### 1. Sale and Transfer of Assets; Excluded Assets; Consideration; Closing; Taxes.

1.1 Sale and Purchase of Assets. Subject to the terms and conditions contained in this Agreement, on the Closing Date, Sellers agree to sell, assign and deliver, or cause to be transferred, to Buyer or IFP, as applicable, and Buyer agrees to purchase from Sellers, all of the Sellers' right, title and interest in and to all of the assets and rights (collectively, the "Assets"), of every type and description, substantially used in, relating to or customarily associated with, the Businesses, wherever located, including without limitation the following assets and rights (but excluding the Excluded Assets):

1.1.1 All equipment, machinery, furniture, vehicles, fixtures, tooling, spare parts and intangible personal property of Sellers used in the Businesses of the Kenai Plant, Kasilof Plant, and K-Beach Plant (the Plant locations are described in Section 1.1.4), including without limitation those items set forth on Schedule 1.1.1 (collectively the "Equipment");

1.1.2 All of Sellers' right, title and interest in, to and under all contracts and other agreements that are listed on the attached Schedule 1.1.2 (the "Contracts");

1.1.3 All inventory, including the Acquired Supplies Inventory and Fish Product Inventory, and other items used in the operation of the Businesses existing at the time of Closing (collectively, the "Inventory"), wherever located;

1.1.4 All of Sellers' right, fee title and leasehold interest in and to (a) the real property owned by Sellers, including but not limited to the real property described on the attached Schedule 1.1.4(a) and (b) the real property leased by Sellers and used in the conduct of the Businesses, including but not limited to the real property leases described on the attached Schedule 1.1.4(b) (the "Properties");

1.1.5 All revenue equal to any payments collected by Sellers for the Fish Product Inventory sold prior to Closing as more fully described in Section 1.5.5;

1.1.6 Copies of all Books and Records relating to the Assets and the operation of the Businesses; and

1.1.7 All general intangible assets, rights and claims of Sellers of every kind and nature, including, without limitation, the assumed business name "Inlet Fish Producers," copyrights, trademarks, intellectual property, logos, designs, slogans, licenses, software, customer records, contact information, telephone numbers and website addresses, files, charts, advertising and marketing programs and plans, and business information currently used by Sellers in connection with the operation of the Businesses, and associated goodwill (the "Intangibles").

1.1.8 All of Sellers' present and future claims against any party relating to items included in the Assets, including, without limitation, all causes of action and unliquidated rights under manufacturers' and vendors' warranties or guarantees, but only to the extent such claims do not relate to any Excluded Assets.

1.1.9 All permits, licenses or approvals owned or held by Sellers associated with the ownership, use or operation of the Businesses or any of the Assets that are transferable to Buyer or IFP under applicable law and existing agreements.

1.2 Excluded Assets. Notwithstanding anything to the contrary contained in Section 1.1, the following properties, assets and rights used in, or related to the Businesses as listed on the attached Schedule 1.2 are excluded and shall not be purchased by Buyer (the "Excluded Assets"):

1.2.1 cash on hand existing as of the Closing Date, bank accounts, deposits, cash equivalents, notes receivable (except for the Fishermen's Advances that Buyer purchases under Section 1.5.4), accounts receivable (except as provided in Section 1.5.5), or other instruments in existence on the Closing Date ;

1.2.2 prepaid Taxes and any Tax refunds arising from Taxes that relate or arise from the operation of the Businesses for any period prior to Closing;

IN WITNESS WHEREOF the Parties hereto have duly executed this Asset Purchase Agreement as of the day and year first written above.

**BUYER**:

NORTH PACIFIC SEAFOODS, INC.,
a Washington Corporation

By: _____
Name: Masayuki Yano
Title: President & CEO

IFP HOLDINGS, LLC,
a Alaska Limited Liability Company

By: _____
Name: Masayuki Yano
Title: President & CEO

[Signature Page to Asset Purchase Agreement]

**SELLERS**:

INLET FISH PRODUCERS, INC.,
an Alaska Corporation

By: Vincent L Goddard
Name: VINCENT GODDARD
Title: PRESIDENT

WILD PACIFIC SALMON, INC.,
a Washington Corporation

By: Vincent L Goddard
Name: VINCENT L GODDARD
Title: PRESIDENT

THE RIVER COMPANY, LLC
an Alaska Limited Liability Company

By: Vincent L Goddard
Name: VINCENT GODDARD
Title: MEMBER

VINCENT GODDARD

By: Vincent Goddard