GROUND LEASE

THIS LEASE made and entered into as of July 9, 2021, by and between Scott R. Wells (hereinafter called "Lessor") and, Smoke Out Point, LLC, an Alaska limited liability company (hereinafter called "Lessee").

W I T N E S S E T H

WHEREAS, Lessor is the owner of certain lands comprising legally described as BRADLEY LK #2 RSB B/2 L/1 BLOCK 2 LOT 1A, in the Matanuska-Susitna Borough, Alaska. Lessee shall lease, have the right to possess, develop, build on, access power and connect to the power that serves the parcel described above, access and utilize well water, and construct a retail facility building (which shall be solely owned by Lessee, on the South East Corner of the parcel, more particularly described in **Exhibit "A"** hereunto annexed and made a part hereof, and Lessee is desirous of leasing said site from Lessor on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the respective undertakings of the parties hereinafter set forth, it is hereby agreed as follows:

1. Definitions. As used herein, the following terms have the following meanings:

A. "Premises" means the land described in **Exhibit "A"** attached hereto and all easements, licenses, privileges, rights and appurtenances related thereto. The term "Premises" shall not include the "Improvements" (as hereinafter defined).

B. "Improvements" means all buildings, structures, and improvements that Lessee will construct/create on the Premises or any part thereof and all fixtures, machinery, equipment, all building equipment, and, without limitation, other property of every kind or nature situated thereon or pertaining thereto or used in connection therewith, which shall be the sole property of Lessee.

C. "Personal Property" means the trade fixtures, furniture, furnishings, and business equipment now or hereafter located on or used in connection with the Premises or Improvements, which are movable and not attached to the Premises or the Improvements or any part thereof and not necessary for the proper and efficient operation of the Improvements. Any Personal Property on the Premises shall be the sole property of Lessee.

D. "Property" means the Premises, the Improvements, and the Personal Property.

E. "Taxes" means:

(1) All real estate taxes, special assessments, water taxes, excises, levies, license and permit fees and other governmental shares and costs of every kind and nature, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind or nature whatsoever (including, but not limited to, assessments for streets, sidewalks, sewers, lights and other improvements and general and special state, borough, village, and city taxes, benefit taxes and assessments), and payments in lieu of taxes, which at any time or times prior to or during the "Term" (as hereinafter defined), or at any time or times after the Term but with respect to a period or periods or event or events occurring in whole or in part during the Term, may or shall become a lien on or be assessed, levied, confirmed, imposed upon or become due or payable on or with respect to (a) the Premises, Improvements, Personal Property or any part thereof, (b) the rent, receipts, income or other payments received by or from Lessee or anyone

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claiming by, through or under Lessee, (c) any use or occupation of the Property or (d) this transaction or any document to which Lessee is a party creating or transferring an interest or estate in the Property;

(2) Without limitation on any of the foregoing, any license fee or business tax measured by the rent or other charges or sums payable hereunder, and any tax, assessment, levy, fee or other charge imposed upon Lessee or Lessor, which is levied, assessed or imposed on or measured by or based, in whole or in part, upon (a) the rents received from or with the use of the Property or any part thereof, (b) the Premises, or (c) the rent payable by Lessee under this Lease, if the methods of taxation prevailing at the commencement of the Term shall be altered so that such license fee, business tax or any other such tax, assessment, levy, fee or other charge shall be in lieu of or in addition to or as a substitute for the whole or any part of the taxes, assessments, levies, fees or charges now levied, assessed or imposed on real estate or the improvements thereon or on personal property.

The term "Taxes" does not include Federal, state or, subject to the provisions of subparagraph (2) above, local income or franchise taxes assessed against Lessor.

F. "Sublease" means any lease, sublease, license, or concession agreement involving the use or occupancy of the Property or any part thereof (other than this Lease). "Sublessee" means the Person (other than Lessee) that has acquired rights to use or occupancy under a Sublease.

2. Lease of the Premises. Lessor hereby demises and leases unto Lessee, and Lessee hereby takes and hires from Lessor, the Premises, for and in consideration of the rents, covenants and agreements, and upon the terms and conditions set forth herein, subject to any and all encumbrances, conditions, covenants, easements, restrictions, rights-of-way, and all other matters of any nature affecting the Premises during the Term (in each case whether or not of record), such matters as may be disclosed by an inspection or survey, and all zoning, land use, subdivision, and all other laws, rules, regulations and judicial or administrative orders now or hereafter applicable to the Premises or any part thereof or any use or occupancy thereof (herein collectively called "Restrictions").

3. Term. The term of this Lease ("Term") shall be one (1) year, beginning upon AMCO enforcement inspection approval and terminating at midnight, 1 year after effectuation date, subject to earlier termination as herein set forth.

4. Rent. As rental for the Premises, Lessee shall pay the sums hereinafter set forth.

A. Base Rent. Lessee shall pay to Lessor a monthly sum of $1000.00 due by the 1st of each month of the lease term beginning the month ground lease is effectuated.

5. Use of the Premises.

A. Lessee shall use the Premises for the purpose of constructing and operating thereon a building as a licensed marijuana retail establishment.

B. Lessee shall have the right to sublease the Premises to an entity that shares at least one common owner.

B. Lessee shall comply with all applicable state, borough and municipal laws, regulations and ordinances affecting the Property.

C. Lessee shall hold harmless and indemnify Lessor from and against any claim, penalty, loss, damage, charge, liability, or expense (including, without limitation, reasonable attorney's fees) threatened, incurred or imposed for any act or omission in violation of Lessee's covenants and obligations under this

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paragraph 5 or by reason of any action or proceeding which may be brought against Lessor or the Property in connection with the foregoing.

D. Lessee shall have the right to maintain or install any signs in or at the Property visible from adjacent parcels or roads and use of all driveways and ingress and egress to premises.

6. Utilities. Lessee shall have access to the Property's power supply, well-water, right to install a septic system, and shall be responsible for all expenses relating to the same.

7. Taxes. Lessee shall be responsible for its pro rata portion of property taxes for the amount of square footage included in the Premises.

8. Insurance. At all times during the Term of this Lease, Lessee shall, at its sole cost and expense, procure and maintain general liability insurance. All such policies shall provide that the same may not be canceled or amended without at least thirty (30) days prior written notice being given by the insurer to all insured's thereunder.

9. No Warranties by Lessor.

A. Lessee acknowledges that Lessee has full knowledge of all matters pertaining to the Premises, including, but not limited to, the condition of title to the same and the physical condition of the same, and that Lessee is leasing the Premises "AS IS" and Lessor shall not be required to perform any work or furnish any materials in connection with the Property.

10. Construction, Restoration, and Maintenance

A. Lessee shall commence, at its discretion, the construction of the retail establishment facility and related improvements. Lessee has the right to clear trees, brush, shrubbery, improve/install driveway, create parking area, connect to the Property's power, draw water from existing well, or if necessary, install a new well, install a septic system, and any other improvements needed for Lessee's intended use.

C. Lessor shall maintain in good condition the lands of the Property which are in its ownership and not currently leased, including landscaping, pond, jogging paths, roads, and signage (not to include mowing undeveloped areas) and to use reasonable efforts to ensure that other ground lessees within the Park maintain their properties in good condition.

11. Manner of Performance of Lessee's Work. All repairs, maintenance, restoration, construction, reconstruction, demolition, removal, replacement and alteration of the Property or any part thereof required or permitted to be made by Lessee under this Lease (collectively hereinafter called "Lessee's Work"), including the construction of the Improvements by Lessee, shall be made in in good workmanship manner.

12. Indemnity. Lessee shall hold harmless and indemnify Lessor from and against any claim, penalty, loss, damage, charge, liability or expense (including, without limitation, reasonable attorney's fees, both at trial and on any appeal or up to any settlement), threatened, sustained or incurred by reason of, directly or indirectly, (a) the death or loss of or damage or injury to person or property resulting from or caused by or claimed to have resulted from or been caused by: (i) the construction, use, operation, condition or lack of repair of the Property or any real or personal property at any time or times thereon, or (ii) any act or thing done or omitted to be done by Lessee, its agents, employee, servants, invitees, or, without limitation, any other person or persons other than Lessor or its employees; or (b) any failure on the part of Lessee to perform or comply with any of Lessee's covenants, obligations or liabilities hereunder; or (c) any

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syndication or other securities offering made by, or on behalf of Lessee in connection with the Property or this Lease or (d) any storage, handling or disposal of any flammable explosives, hazardous or toxic substances on or from the Premises, or any leakage or contamination attributable to any underground tanks or other equipment whether formerly situated on the Premises or to be placed on the Premises by or at the direction of Lessee.

Lessor shall hold harmless and indemnify Lessee from and against any claim, penalty, loss, damage, charge, liability or expense (including, without limitation, reasonable attorney's fees, both at trial and on any appeal or up to any settlement), threatened, sustained or incurred by reason of, directly or indirectly, the actions or omissions, relating to the Premises, of Lessor, its agents, employees acting in official capacity, invitees and guests.

13. Intentionally Omitted.

14. Liens. Lessee shall at all times keep the Premises, free and clear of all liens and claims for services, labor or materials supplied or claimed to have been supplied to Lessee or to or in connection with the Property, or any part thereof, and free and clear of all attachments, executions, levies, mortgages.

15. Sale.

(1) Subject to the provisions of this Lease, Lessee shall have the right to sell the Improvements situated on the Premises, but only in their entirety and only if the Lessee's interest in this Lease is sold and assigned to the same party, it being the intention of the parties that the leasehold created hereby and title to the Improvements shall at all times be vested in the same party. Any sale of the Improvements shall be subject to the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

16. **Option to Purchase Premises.** Lessor understands that Lessee has invested substantial sums of money into the Premises on promise of and representation by Lessor that Lessor will sell the Property to Lessee at the purchase price stated in the **Exhibit B**, Option Agreement to Purchase Real Estate, which is hereby incorporated by reference and merged herein as if its terms are set forth fully. Based on Lessor's assurance of honoring said option to purchase, Lessee has moved forward with substantial investment into the Premises and has increased its value above and beyond the value of the Premises prior to the date of execution of the Old Leases. The parties now wish to formalize the terms of the option to purchase, and the ultimate purchase of the Premises in **Exhibit B**. The terms of which are supported by adequate consideration, acknowledged by both Parties, and are hereby binding on the Parties and their heirs and may be enforced by specific performance. To ensure there is no question as to adequate consideration for the Option Agreement, Tenant upon execution of this Lease and **Exhibit B** shall pay an option fee of **$500.00** to Lessor, which is non-refundable, however shall be deducted from the purchase price of the Premises upon Lessee exercising the option.

The Parties have specifically executed this Paragraph Six (6) in the abundance of caution to evidence that they intend that this Option to Purchase the Premises and The Option Agreement attached as **Exhibit B be** binding and valid:

Lessor Signature :Lessee Signature

17. Default.

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A. Events of Default. The occurrence of any one of the following events shall constitute an event of default by Lessee under this Lease:

(1) Lessee shall fail to pay any installment of Rent when due and such failure shall continue for a period of ten (10) days after written notice thereof from Lessor. In the event of a Default by Lessee, Lessor shall not enter any restricted access areas of the future marijuana retail store without either complying with Lessee's required visitor policy, or shall not enter any restricted access areas of the marijuana retail store without first contacting and getting approval from the Alaska Marijuana and Alcohol Control Office ("AMCO") Enforcement Agents (in the event Lessee is unreachable or has abandoned the Premises).

(2) Lessee shall commence (by petition, application, assignment, or otherwise) a voluntary case or other proceeding under the laws of any jurisdiction seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, or seeking the appointment of a trustee, self-trusteeship, receiver, assignee, custodian, or other similar official of it or any substantial part of its property; or shall consent (by answer or failure to answer, or otherwise) to any such relief or to the appointment of or taking possession by any such official in any involuntary case or other proceeding commenced against it; or shall generally not pay its debts as they become due; or admit in writing its inability to pay its debts as they become due; or shall take any corporate or other action to authorize any of the foregoing.

(3) An involuntary case or other proceeding shall be commenced against the Lessee under the laws of any jurisdiction seeking liquidation, reorganization, or other relief with respect to it or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, or seeking the appointment of a trustee, receiver, custodian, or other similar official of Lessee or any substantial part of Lessee's property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days or a trustee, receiver, custodian, or other official shall be appointed in such an involuntary case and is not removed within sixty (60) days of being appointed.

(4) Lessee shall abandon the Premises.

(5) Lessee shall fail to comply with any term, provision or covenant of this Lease not involving the payment of money, and shall not cure such failure within thirty (30) days after written notice thereof by Lessor to Lessee or, if such failure is not reasonably susceptible of cure within such thirty (30) day period, Lessee shall not commence to cure such failure within such thirty (30) day period or thereafter shall not diligently prosecute such cure to completion within a reasonable period of time.

B. Remedies for Default. In the event of any default by Lessee under this Lease, then, in addition to and without prejudice to any other right or remedy given hereunder or by law and notwithstanding any waiver of any former breach of covenant Lessor may:

(1) Terminate this Lease, and Lessee's right to possession of the Property, by giving to Lessee a notice of intention to terminate this Lease specifying a day not earlier than ten (10) days after the date on which such notice of intention is given and, upon the giving of such notice, the term of this Lease and all right, title, and interest of the Lessee hereunder shall expire as fully and completely on the day so specified as if that day were the date herein specifically fixed for the expiration of the term, whereupon Lessee shall immediately surrender the Property to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Property and expel or remove Lessee and any other person who may be occupying such Property or any part thereof without being liable for prosecution or any claim of damages therefore; and Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination, whether through inability to relet the Property on satisfactory terms or otherwise.

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(2) Terminate this Lease as aforesaid and, upon termination of this Lease.

18. Successors and Assigns. Subject to the limitations hereinabove set forth, this Lease and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties.

19. Force Majeure. The period of time during which either party is prevented or delayed in the performance or the making of any improvement or repairs or fulfilling any obligation required under this Lease, other than the payment of Rent or Additional Rent, due to unavoidable delays caused by fire, catastrophe, strikes or labor troubles, civil commotion, Acts of God or beyond such party's reasonable control, shall be added to such party's time for performance thereof, and such party shall have no liability by reason thereof, provided, however, that in no event shall the performance of an obligation under this Lease be deemed prevented or delayed by any of the foregoing reasons (collectively, "force majeure") if performance can be (or could have been) effectuated by, or any default thereof cured by, the proper payment of money with respect to any such obligation and in no event shall the inability of either party to make available sufficient funds be deemed to be a force majeure. If either Lessor or Lessee shall be able to perform any of the other party's obligations hereunder, claimed by the non-performing party to be subject to force majeure, then the non-performing party's claim of force majeure shall be ineffective against the Lessor or Lessee, as the case may be.

20. Miscellaneous. This Lease and its Exhibits contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters. The covenants and agreements of this Lease cannot be altered, changed, modified or added to, except in writing signed by Lessor and Lessee. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute but one agreement. The paragraph headings herein contained are for purposes of identification only and shall not be considered in construing this Lease.

21. Notices. Any notice, demand or document which any party is required or may desire to give to the other party shall be in writing, and may be personally delivered or given or made by United States registered or certified mail, return receipt requested, or by Federal Express or comparable express delivery service, addressed as follows:

To Lessor: Scott R. Wells
4128 S Glenn Highway
Palmer, Alaska 99645-8295

AND

To Lessee: Smoke Out Point, LLC
2521 E. Mountain Village Drive
Suite B, PMB 248
Wasilla, Alaska 99654

Subject to the right of either party to designate a different address for itself by notice similarly given. Any notice, demand or document so given by United States mail shall be deemed to have been given on the

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fifth day after the same is deposited in the United States mail as registered or certified matter, addressed as above provided, with postage thereon fully prepaid, except that any payments of Rent shall be deemed to have been made only when actually received by Lessor. Any such notice, demand or document not given by registered or certified mail as aforesaid shall be deemed to be given, delivered or made only upon receipt of the same by the party or parties to whom the same is to be given, delivered, or made. Notice to any other office, person, or department of Lessor shall not constitute notice under this Lease.

22. Estoppel Certificates Any party hereto shall deliver to any other party hereto, within fifteen (15) days after receipt of a written request therefore, an estoppel certificate stating the date to which Rent has been paid, the amount of any prepaid Rent, and stating whether such party has any actual knowledge that this Lease is not in full force and effect, whether such party of any other party is in default hereunder, and whether this Lease has been modified or amended.

23. Attorneys' Fees. In the event that either Lessor or Lessee fails to perform any of its obligations under this Lease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Lease, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by either party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable counsel fees.

24. Escrow of Taxes and Insurance. Lessor shall ensure all property tax obligations are satisfied throughout the term of this Lease, and Lessee, as stated earlier in this Lease, is responsible for reimbursing Lessor the pro-rata amount of the square footage occupied by the Lessee in **Exhibit A.**

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

"Lessor"

Scott R. Wells

By: _____
property owner

"Lessee"

Smoke out Point, LLC

By: _____
Anthony Wells - its Managing Member

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EXHIBIT A TO GROUND LEASE

MATANUSKA-SUSITNA BOROUGH

Real Property Detail for Account: 2209B02L001A

Site Information

Account Number	2209B02L001A	Subdivision	BRADLEY LK #2 RSB B/2 L/1
Parcel ID	18821	City	None
TRS	S17N01E24	Map WA16	
Abbreviated Description (Not for Conveyance)	BRADLEY LK #2 RSB B/2 L/1 BLOCK 2 LOT 1A	Tax Map	
Site Address	10600 E MAX DR		

Ownership

Owners	WELLS SCOTT R	Buyers	
Primary Owner's Address	4128 S GLENN HWY PALMER AK 99645-8295	Primary Buyer's Address	

Appraisal Information

Year	Land Appraised	Bldg. Appraised	Total Appraised
2021	$37,500.00	$188,200.00	$225,700.00
2020	$37,500.00	$178,700.00	$216,200.00
2019	$37,500.00	$156,900.00	$194,400.00

Assessment

Year	Land Assessed	Bldg. Assessed	Total Assessed[1]
2021	$37,500.00	$188,200.00	$225,700.00
2020	$37,500.00	$178,700.00	$216,200.00
2019	$37,500.00	$156,900.00	$194,400.00

Building Information

Structure 1 of 2

Residential Units	1	Use	Residential Building
Condition	Standard	Design	One Story
Basement	None	Construction Type	Frame
Year Built	1975	Grade	04.3
Foundation	Poured Concrete	Building Appraisal	$110700
Well	Well 1 - Drilled Well	Septic	Septic - 1 - Septic Tank

Structure 2 of 2

Residential Units	1	Use	Residential Building
Condition	Standard	Design	Two Story
Basement	None	Construction Type	Frame
Year Built	1978	Grade	04.1
Foundation	Slab on Grade	Building Appraisal	$77500
Well		Septic	

Building Item Details

Building Number	Description	Area	Percent Complete
1	Gas Heat	1 Sq. Ft.	100%
1	First Story	1064 Sq. Ft.	100%
1	Wood Stove w/Fin-8Z	1 Sq. Ft.	100%
2	Garage (10.3) Area - 11M	576 Sq. Ft.	80 %
2	Gas Heat	1 Sq. Ft.	100%
2	First Story	672 Sq. Ft.	100%

Tax/Billing Information

Year	Certified	Zone	Mill	Tax Billed
2021	No	0003	::	::
2020	Yes	0003	13.293	$2873.95
2019	Yes	0003	13.419	$2608.65

Recorded Documents

Date	Type	Recording Info (offsite link to DNR)
2/22/1999	QUITCLAIM DEED (ALL TYPE)	Palmer Bk: 999 Pg: 627
10/30/1992	WARRANTY DEED (ALL TYPES)	Palmer Bk: 697 Pg: 157
1/9/1992	QUITCLAIM DEED (ALL TYPE)	Palmer Bk: 671 Pg: 740

Tax Account Status [2]

Status	Tax Balance	Farm	Disabled Veteran	Senior	Total	LID Exists
Current	$0.00	$0.00	$0.00	$0.00	$0.00	No

Land and Miscellaneous

Gross Acreage	Taxable Acreage	Assembly District	Precinct	Fire Service Area	Road Service Area
0.86	0.86	Assembly District 002	11-065	132 Greater Palmer Consol	016 South Colony RSA

[1] Total Assessed is net of exemptions and deferments.rest, penalties, and other charges posted after Last Update Date are not reflected in balances.
[2] If account is in foreclosure, payment must be in certified funds.

Last Updated: 6/7/2021 12:00:18 AM

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Exhibit B – Option

OPTION TO PURCHASE PROPERTY THIS AGREEMENT is among Scott R. Wells ("Seller") and Smoke Out Point, LLC (the "Buyer").

RECITALS

This Agreement is entered into upon the basis of the following facts and intentions of the parties:

A. Seller owns that certain real property described in Exhibit A hereto (the "Property").

B. Buyer desires to obtain an option to purchase the Property from Seller and Seller is willing to grant such an option to Buyer.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Option. As of the date hereof, the Seller grants to Buyer an option (the "Option") to purchase the Property from Seller upon all of the terms, covenants and conditions hereinafter set forth. This option may be recorded at the election of Buyer.

2. Consideration for the Option. As consideration for the Option, Buyer shall pay to Seller the sum of fair market value or otherwise agreed to by the parties. In the event this option is exercised, all consideration paid for the Option shall be applied against and be deemed to be a payment upon the purchase price. In the event that Buyer does not exercise the Option, the consideration paid to Buyer for the Option may be retained by Seller without deduction or offset. 3. Term and Exercise. Buyer may exercise the Option at any time up to and until June 30th, 2030, by giving Seller written notice of his intention to exercise the Option.

4. Purchase Price. The purchase price ("Purchase Price") shall be either fair market value of the property or as otherwise agreed to by the parties.

5. Terms. The other terms applicable to the purchase are to be negotiated in good faith and agreed to by the parties.

6. Representations and Warranties of Seller. The Seller represents and warrants to the Buyer that:

(a) The Seller has full power and authority to execute and deliver this Agreement, and this Agreement is a valid and binding agreement enforceable against the Seller in accordance with its terms;

(b) Neither the execution of this Agreement nor the sale of the Property will constitute a violation of, or conflict with, or default under, any contract, commitment, agreement, understanding or arrangement to which the Seller is a party or by which Seller is bound or of any law, decree, or judgment;

(c) Now and up to the time of exercise of the Option, the Seller will have valid title to the Property, free and clear of all claims, liens, charges, encumbrances deeds of trust and security interests other than ;

(d) the parties may, at the time the option is exercised, add additional representations and warranties here: _____

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7. Cooperation. Each party shall, upon request of the other party, promptly execute and deliver all additional documents reasonably deemed by the requesting party to be necessary, appropriate or desirable to complete and evidence the sale and transfer of the property.

8. Purchase and Sale. If Buyer exercises the Option, at a closing (the "Closing"), the Seller shall sell, transfer and deliver the Property, represented by appropriate quitclaim deed.

9. Survival. All representations, warranties and agreements made by the Seller and by the Buyer in this Agreement shall survive the execution of this Agreement and any Closing and any investigation at any time made by or on behalf of any party hereto.

10. Modification; Assignment. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the parties hereto. Buyer may assign his rights under this Agreement with the consent of Seller.

11. Successors. This Agreement will be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective heirs, beneficiaries, executors, representatives and permitted assigns.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

13. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to its subject matter and supersedes all agreements, understanding, representations, or warranties, whether oral or written, by or among the parties, previously or contemporaneously made or given.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the Buyer and each Seller as of the day and year first written below:

BUYER: Smoke Out Point, LLC

Anthony Wells, its Managing Member

Date: 7/9/21

SELLER: Scott R. Wells

Scott R. Wells – Property Owner

Date: 07-09-2021

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