Lease Agreement between Essig Property Management LLC and Pipe & Leaf LLC

THE PARTIES. This Sublease Agreement agreed on July 29 2021 is between:

The **Sublessor** is a business entity known as Essig Property Management with a mailing address of 1244 Viewpointe Drive, Fairbanks, Alaska, 99709, hereinafter referred to as the "Sublessor."

AND

The **Sublessee** is a business entity known as Pipe & Leaf, LLC with a mailing address of 1866 Fern Street , Fairbanks, Alaska, 99709, hereinafter referred to as the "Sublessee."

The Sublessor and Sublessee hereby agree as follows:

DESCRIPTION OF SUBLEASED PREMISES. The Sublessor agrees to sublease to the Sublessee the following described 1275 square feet (SF) of retail space located at 899 Old Steese Highway, Fairbanks, Alaska, 99709.

Hereinafter referred to as the “Premises”.

USE OF SUBLEASED PREMISES. The Sublessor is leasing the Premises to the Sublessee and the Sublessee is hereby agreeing to sublease the Premises for The packaging and sale of cannabis products.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Sublessor only otherwise the Sublessee will be considered in default of this Sublease Agreement.

EXCLUSIVE USE. The Sublessee shall not hold exclusive rights on the Premises. The Sublessor shall hold the rights to sublease other areas of the Property to any same or like use as the Sublessee.

TERM OF SUBLEASE. This Sublease shall commence once the Marijuana Control board deems the sublessee “active-operating” and will expire at Midnight on August 1 2026 (“Initial Term”).

RENT AMOUNT. Payment shall be made by the Sublessee to the Sublessor in the amount of $5,737.50 for the Initial Term of this Sublease Agreement hereinafter referred to as the "Rent."

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Sublessee to the Sublessor on a per month basis with payment due no later than the 1st of every month.

RETURNED CHECKS (NSF). If the Sublessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Sublessee will be subject to a fee of $25 in addition to any late fee.

LATE FEE. The Sublessor shall not charge a late payment fee if the rent is not paid on time by the Sublessee.

OPTION TO RENEW. The Sublessee shall have the right to renew this Agreement under the following conditions:

Sublessee shall have the right to renew this Sublease Agreement, along with any renewal period, and be required to exercise such renewal period(s) by giving written notice via certified mail to the Sublessor no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal period. The Sublessee shall have a total of 1 renewal periods which will continue to abide by the same covenants, conditions and provisions as provided in this Sublease Agreement as described:

RENEWAL PERIODS

The first (1st) renewal period shall begin on August 1 2021 and end on August 1 2026 with the Rent to be paid per month with the Rent for the renewal period to be negotiated in good faith upon the Sublessee providing notice of their intention to renew.

EXPENSES. In accordance with a Gross Sublease the responsibility of the expenses shall be attributed to the following:

It is the intention of the Parties, and they hereby agree, that the above mentioned Rent is the entirety of the payment due per month and expenses payable by Sublessee to Sublessor and Sublessee is not obligated to pay any additional expenses including real estate taxes, insurance (other than on the Sublessee's personal property) liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Sublessor shall be obligated to maintain the general exterior structure of the Premises and, in addition, shall maintain all major systems such as the heating, plumbing and electrical, and shall maintain the parking area and shall also provide snow removal and ground maintenance of the grounds and lands surrounding the Premises, except as hereinafter set forth. The Sublessor will maintain, at their expense, casualty insurance insuring the subleased Premises against loss by fire and negligence. The Sublessee shall not have to provide or maintain personal liability or property damage insurance as a Sublessee.

UTILITIES. The Sublessor shall be responsible for the following utilities on the Premises: Internet, Electricity, Water, Gas, Telephone, and sewer

SECURITY DEPOSIT. A security deposit shall not be required in advance upon the signing of this Sublease.

FURNISHINGS. The Sublessor will provide the following furnishings to the Sublessee upon the start of this Sublease's Initial Term: All furnishings in the establishment will be provided by the landlord

PARKING. Parking shall be provided to the Sublessee in a shared manner provided on the Premises. There is no set number of parking spaces provided to the Sublessee.

There shall be no fee charged to the Sublessee for the use of the Parking Space(s).

SUBLEASEHOLD IMPROVEMENTS. The Sublessee agrees that no subleasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the subleasehold Premises or the exterior of the building without first obtaining the consent of the Sublessor in writing, which consent shall not be unreasonably withheld,

and thereafter, any and all subleasehold improvements made to the Premises which become affixed or attached to the subleasehold Premises shall remain the property of the Sublessor at the expiration or termination of this Sublease Agreement. Furthermore, any subleasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject subleasehold Premises. If the Sublessee makes any improvements to the Premises the Sublessee shall be responsible for payment, except the following:Interior lighting, flooring, painting, and exterior signs.

Nothing in the Sublease shall be construed to authorize the Sublessee or any other person acting for the Sublessee to encumber the rents of the Premises or the interest of the Sublessee in the Premises or any person under and through whom the Sublessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Sublessee be construed to be the agent, employee or representative of Sublessor. In the event a lien is placed against the Premises, through actions of the Sublessee, Sublessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Sublessee fails to have the Lien removed, the Sublessor shall take steps to remove the lien and the Sublessee shall pay Sublessor for all expenses related to the Lien and removal thereof and shall be in default of this Sublease.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Sublessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Sublessor and/or their agents or any local, state, or federal officials upon demand.

MAINTENANCE. The Sublessor shall be responsible for all repairs and maintenance due to normal wear and tear on the Premises. Particularly items which need immediate attention including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning of bathrooms, clearing of toilets, etc. The Sublessor shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the building of the subleased premises is damaged as a result of any neglect or negligence of Sublessee, his employees, agents, business invitees, or any independent contractors serving the Sublessee or in any way as a result of Sublessee's use and occupancy of the premises, then the Sublessee shall be primarily responsible for seeing that the proper claims are placed with the Sublessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Sublessor, and the party or parties causing said damage.

SALE OF PROPERTY. In the event of a sale of the Premises the Sublessor shall have the right to terminate this Sublease Agreement by submitting written notice to the Sublessee. Notice shall be submitted at least 30 days.

HVAC MAINTENANCE. Sublessor will provide or engage a reputable and experienced firm for the purpose of periodically inspecting and maintaining the heating ventilating, and air conditioning equipment located on the Premises, hereinafter referred to as the "HVAC System." In addition, the Sublessor shall be responsible for all costs associated to the everyday upkeep and maintenance of said HVAC System.

COMMON AREAS. The Sublessor shall be responsible for any costs related to the maintenance and upkeep of the common areas which is defined as space used by more than one (1) of the Sublessees on the Property. Common areas, include but are not limited to, entry-ways, bathrooms, meeting rooms, and any other space on the Property that is shared by the Sublessees or Co-Subtenants.

INSURANCE. In the event Sublessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Sublessor may, but shall not be required to, obtain the same and charge the Sublessee for same as additional rent. Furthermore, Sublessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Sublessee, then Sublessee shall pay to Sublessor, upon demand, such increase in insurance premium as shall be caused by said use or Sublessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Sublessee may not transfer or assign this Sublease, or any right or interest hereunder or sublet said subleased premises or any part thereof.

DAMAGE TO SUBLEASED PREMISES. In the event the building housing the subleased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Sublessee and which precludes or adversely affects the Sublessee's occupancy of the subleased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Sublessee and until the demised premises have been put in a condition at the expense of the Sublessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Sublessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Sublessee shall, during the term of this Sublease, and in the renewal thereof, at its sole expense, keep the interior of the subleased premises in as good a condition and repair as it is at the date of this Sublease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Sublessee or her guests or invitees. Furthermore, the Sublessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the premises. Sublessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

SUBLESSEE'S DEFAULT AND POSSESSION. In the event that the Sublessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable,

or shall otherwise be in default of any other terms of said Sublease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Sublessor may declare the Sublease terminated and may immediately re-enter said premises and take possession of the same together with any of Sublessee's personal property, equipment or fixtures left on the premises which items may be held by the Sublessor as security for the Sublessee's eventual payment and/or satisfaction of rental defaults or other defaults of Sublessee under the Sublease. It is further agreed, that if the Sublessee is in default, that the Sublessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Sublessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Sublessor may expressly undertake all reasonable preparations and efforts to resublease the Premises including, but not limited to, the removal of all inventory, equipment or subleasehold improvements of the Sublessee's, at the Sublessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Sublessee's property, including the storage of the same, under reasonable terms and conditions at Sublessee's expense, and, in addition, it is understood that the Sublessor may sue the Sublessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

SUBLESSOR'S DEFAULT. The Sublessee may send written notice to the Sublessor stating duties or obligations that have not been fulfilled under the full performance of this Sublease Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless the Sublessor needs to more time to cure or remedy such issue in accordance with standard industry protocol, then the Sublessor shall be in default of this Sublease Agreement.

If the Sublessor should be in default the Sublessee shall have the option to terminate this Sublease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Sublease Agreement the Sublessor and Sublessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Sublessor and Sublessee shall seek mediation in accordance with the laws in the State of Alaska. If the Sublessor and Sublessee fail to resolve the dispute through mediation then the American Arbitration Association shall be used in accordance with their rules. Sublessor and Sublessee agree to the binding effect of any ruling or judgment made by the American Arbitration Association.

INDEMNIFICATION. The Sublessee hereby covenants and agrees to indemnify, defend and hold the Sublessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Sublessee's use and occupancy of the premises, and further shall indemnify the Sublessor for any losses which the Sublessor may suffer in connection with the Sublessee's use and occupancy or care, custody and control of the premises. The Sublessee also hereby covenants and agrees to indemnify and hold harmless the Sublessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Sublessor is not aware of at the signing of the sublease or at any time during the sublease term.

BANKRUPTCY - INSOLVENCY. The Sublessee agrees that in the event all or a substantial portion of the Sublessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Sublessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Sublessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Sublease or interest in and to the subleased premises shall not become an asset in any such proceedings and, in such event, and in addition to

any and all other remedies of the Sublessor hereunder or by law provided, it shall be lawful for the Sublessor to declare the term hereof ended and to re-enter the subleased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Sublessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the Sublessor, Sublessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying sublease of the property provided, however, that in such case the holder of such mortgage, or the Sublessor under such Sublease shall agree that this Sublease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Sublease, so long as the Sublessee shall not be in default under the terms of this Sublease. Sublessee agrees that this Sublease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.
Sublessee shall, in the event of the sale or assignment of Sublessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Sublessor covering the Premises, attorn to the purchaser and recognize such purchaser as Sublessor under this Sublease.

USAGE BY SUBLESSEE. Sublessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Sublessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Sublessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Sublessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Sublessees of the building.

SIGNAGE. Sublessee shall not place on any exterior door, wall or window of the premises any sign or advertising matter without Sublessor's prior written consent and the approval of the local municipality. Thereafter, Sublessee agrees to maintain such sign or advertising matter as first approved by Sublessor in good condition and repair. Furthermore, Sublessee shall conform to any uniform reasonable sign plan or policy that the Sublessor may introduce with respect to the building. Upon vacating the premises, Sublessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

PETS. No pets shall be allowed on the premises without the prior written permission of Sublessor unless said pet is required for reasons of disability under the Americans with Disability Act.

CONDITION OF PREMISES/INSPECTION BY SUBLESSEE. The Sublessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Sublease that the Premises are in good condition and comply in all respects with the requirements of this Sublease. The Sublessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Sublessor shall not be liable for any latent or patent defect therein. The Sublessee represents that Sublessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITY ACT. Per 42 U.S. Code § 12183 if the Sublessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, Sublessors, and Sublessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Sublessor.

RIGHT OF ENTRY. It is agreed and understood that the Sublessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Sublessor under the terms of this Sublease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Sublessor shall have the right to enter the Premises without the consent of the Sublessee in the event of an emergency.

ESTOPPEL CERTIFICATE. Sublessee at any time and from time to time, upon at least ten (10) days prior notice by Sublessor, shall execute, acknowledge and deliver to Sublessor, and/or to any other person, firm or corporation specified by Sublessor, a statement certifying that the Sublease is unmodified and in full force and effect, or if the Sublease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Sublessor under this Sublease and, if so, specifying each such default.

HOLDOVER PERIOD. Should the Sublessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Sublease, or any renewal thereof, without the execution of a new Sublease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

WAIVER. Waiver by Sublessor of a default under this Sublease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Sublease shall be governed by the laws of the State of Alaska.

NOTICES. Notices shall be addressed to the following:

Sublessee: Pipe & Leaf, LLC
1866 Fern Street , Fairbanks, Alaska, 99709

ADDITIONAL TERMS AND CONDITIONS. Regulatory Compliance Required: During any entry by Landlord or its agents on the premises, Landlord's agents or employees shall be over the age of 21 and shall comply with Subtenant's visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Subtenant agent, comply with and sign into the log in sheet and sign out when leaving the premises, as is required by the Alaska Marijuana Control Board Regulations. At no time shall landlord have more than five persons enter the premises. Landlord shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the license premises if Subtenant cannot be reached, abandons the property, or similar event.

AMENDMENT(S). No amendment of this Sublease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this Sublease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Sublease. All other terms and provisions of this Sublease Agreement shall remain in full force and effect.

BINDING EFFECT. This Sublease and any amendments thereto shall be binding upon the Sublessor and the Sublessees and/or their respective successors, heirs, assigns, executors and administrators.

SUBLESSOR SIGNATURE

Signature Haley Essig Date 8/24/2021
Haley Essig, Owner of Essig Property Management

SUBLESSEE SIGNATURE

Signature Haley Essig Date 8/24/2021
Haley Essig, Owner of Pipe & Leaf LLC

PROPERTY OWNER SIGNATURE

Signature _____ Date 8/24/2021
Bill St. Pierre, Owner of Tanana Valley Holdings LLC

ORDER NUMBER: Y

PLEASE TYPE OR PRINT

EARNEST MONEY RECEIPT AND PURCHASE AGREEMENT

THIS IS A LEGAL AND BINDING CONTRACT, made and entered into on this _____ day of _____, _____, by and between:

SELLER 1: GREEN DIAMOND PROPERTIES LLC
SSN: [redacted] ☐ Married ☐ Single
SELLER 2: _____
SSN: _____ ☐ Married ☐ Single
Mailing Address: ~~PO~~ P.O. BOX 84662
City, State, Zip: FAIRBANKS, AK 99708
Email Address: bill@tvtc.co
Phone: (Work) 9073225336 (Home) _____
Address after close: P.O. BOX 84662
City, State, Zip: FBKS AK 99708

BUYER 1: ESSIG PROPERTY MANAGEMENT, LLC
SSN: [redacted] ☐ Married ☐ Single
BUYER 2: _____
SSN: _____ ☐ Married ☐ Single
Mailing Address: 1244 VIEWPOINTE DRIVE
City, State, Zip: FAIRBANKS, AK 99709
Email Address: haley@thirdstate.co
Phone: (Work) 9073177346 (Home) _____
Address after close: 1244 VIEWPOINTE DRIVE
City, State, Zip: FAIRBANKS, AK 99709

1. The Buyer has tendered the sum of ~~1,000.00~~ 1775 HE one thousand seven-hundred seventy-five Dollars ($ ~~1000.00~~ 1775 HE) as earnest money in the form of ☒ CASH or ☐ CHECK
Earnest money will be held in Trust by ☐ YUKON TITLE COMPANY, INC. or ☒ SELLER as partial payment for the real property and improvements situated in the State of Alaska, described as (LEGAL DESCRIPTION):

SEE ATTACHED

(STREET ADDRESS): 200 PHEASANT FARM ROAD
and all fixtures presently attached to and a part of the above described property.

2. PURCHASE PRICE. THE TOTAL PURCHASE PRICE SHALL BE $ 1,495,755
3. TERMS.
☐ Earnest Money as stated above ..... $ 1,755.00
☐ Cash at closing ..... $ 0
☐ Buyer shall apply for a loan with _____ in the approximate amount of ..... $ _____
☐ Buyer shall assume Seller's loan in the approximate amount of ..... $ _____ with approximate monthly payments of $ _____
☒ Buyer shall execute a Deed of Trust and Note in the approximate amount of ..... $ 1,494,000

Payable at $ 9,805.33 or more, per month including 5 % interest per annum for 20 years
Payable to ☒ Seller ☐ Other: _____ Payment Start Date: first of the month after signing
with contract collection to be held at: Bank Name: _____ or Agency Name: _____

4. COSTS. The costs as designated below shall be paid as indicated below (%) by Buyer (B) or Seller (S):

ITEM	B %	S %	ITEM	B %	S %	ITEM	B %	S %
Est. Replacement Reserves			Reconveyance Fee			Escrow Closing Fee		
Prepaid Interest			Recording Fee			Assumption Fees		
PMI/MIP, 1st Year		50	Owner Title Insurance			Levied Assessments		
Tax Registration			ALTA Title Insurance			Pending Assessments		
Bank Fee			Std. Title Insurance			Homeowners Assoc. Fee		
Commitment Fee			VA Funding Fee			Collection Acct. Setup Fee		
Credit Report			Discount Points			Collection Acct. Annual Fee		
Plot Plan/Survey			Well/Septic Insp. Fee			Condo Resale Certificate		
Attorney Fee			Well Flow Test Fee			Engineer's Report		
Flood Determination			Document Prep. Fee			Mailing/Courier Fee		
Flood Elevation Certificate			Underwriting Fee			DMV Title Fee		
Appraisal			Processing Fee			UCC Fee		
Final Inspection Fee			Loan Broker Fee			Wire transfer fees		

5 (a). ADDITIONAL TERMS AND CONDITIONS. **Title insurance and/or escrow services to be provided by**
YUKON TITLE COMPANY, INC.

HME _____ Buyers Initials
WFS _____ Sellers Initials

AMCO RCVD 6/13/2022

ORDER NUMBER: Y

EARNEST MONEY RECEIPT AND PURCHASE AGREEMENT CONTINUED:

5 (b). ADDITIONAL TERMS AND CONDITIONS CONTINUED. _____

6. CLOSING AND POSSESSION. Time is of the essence. The closing of this transaction shall be at the earliest practical date consistent with The terms and conditions herein. However such closing shall occur within 100 days from the date of acceptance of this Agreement. Possession shall be given to Buyer ☒ AT CLOSING ☐ AS AGREED: _____.

7. TITLE. Title to the property to vest at closing in the following name(s): (i.e. John A. Doe and Mary J Doe, husband and wife)
ESSIG PROPERTY MANAGEMENT, LLC

8. FINANCING (a). Buyer agrees to apply in good faith for any necessary loan or assumption within _____ days of acceptance and provide all information, pay all fees, and satisfy all conditions required by the lending institution for processing of loan and/or assumption application. The Buyer and Seller hereby acknowledge that no guarantees have been made as to the availability or any loans or interest rates. (b). Buyer agrees to have all cash necessary for down payment, closing costs, reserves, and prepaid items available for verification by the lending institution on or before the date of: _____.

9. PRORATION. Taxes, insurance, interest, utility charges, homeowners' association fees, rents and any other claims which could constitute a lien shall be paid or prorated as of the date of closing. Buyer agrees to notify all utility companies and do everything necessary to assure that all utilities from and after the date will be paid by the Buyer.

10. FUEL. Buyer agrees to pay Seller for fuel in cash at the close of sale as follows: ☒ Fuel expense to pass with the sale
☐ Fuel tanks shall be filled within three days prior to closing ☐ Fuel tanks shall be measured within three days prior to closing

11. CLOSING DOCUMENTS. Buyer and Seller agree to sign all necessary closing documents and perform the conditions required by any financing institution and/or closing agent in a timely manner.

12. SELLER'S PROMISES. (a). The Seller agrees to execute and deliver, at closing, a Statutory Warranty Deed that complies with the requirements of AS 34.15.020 to the above-referenced real property, free and clear of all encumbrances and convey marketable title thereto except as otherwise land use covenants or restrictions relating to land use or development, and easements of record shall not be deemed encumbrances to be discharged by Seller on or before closing. (b). Seller Promises that all plumbing, electrical and appliances will be in working order at the time of closing, unless an agreement otherwise is entered into by all parties. If parties agree for the assumption by the Buyer or the payment by the Seller of any encumbrances, said encumbrances shall be deemed to be an exception and shall not be required to be discharged on or before closing by Seller under the sum-paragraph. All encumbrances to be assumed by the Buyer will be brought current at closing by Seller, if necessary.

13. SELLER DISCLOSURE. Seller certifies that there are no undisclosed problems with (if applicable): the well; foundation or basement walls; the roof; the sewage system or septic system; the heating or plumbing; drainage in the yard; the fireplace or woodstove, water in the crawlspace; or their, except as noted.

14. ASSIGNABILITY. Seller's acceptance of this Agreement is based upon Buyer's apparent ability to qualify for this purchase within the agreed time and according to the agreed terms. This Agreement is not assignable without the express written consent of the Seller.

15. DEVICE DETECTORS. Seller agrees to install smoke detectors and carbon monoxide detectors where required prior to the close of this transaction.

16. BUYER ACKNOWLEDGMENT OF PROPERTY CONDITION. Buyer offers to purchase the property in its present condition, or on terms itemized and made a part of this Agreement. Any information about the condition of the property is based on the Seller's representations. Buyer is aware that the Fairbanks area is intermittently under laid with permanently frozen soils, some of which are unsuitable for conventional foundation construction. Buyer acknowledges he has been advised to obtain a soil's test/engineer's report on the subject property.

17. DUE ON SALE. If any existing loan contains an acceleration or "due on sale" clause, the lender may demand full payment of the entire loan balance as a result of this transaction.

18. EARNEST MONEY DISPOSITION. The Earnest Money Funds Agreement ☐ is or ☒ is not part of this agreement. Earnest Money will be refunded (only if one or more of the following occur):
(a). If a loan applied for by Buyer pursuant to the purchase of the above described property is rejected in writing by the lending institution within 45 days from acceptance of the Agreement (after 45 days earnest money becomes non-refundable).
(b). Material breach of this contract by Seller.
(c). If improvements on the property are destroyed or materially damaged prior to closing.
(d). If this offer is not accepted, as specified in Paragraph 22.
It is understood by Buyer that, if earnest money referred to herein is paid by Buyer's personal check, the refund of that earnest money will be contingent upon verification of payment of that check by Buyer's bank. If closing does not occur for any reason, the Title Company holding the Earnest Money shall request the parties to sign instructions for release of the earnest money. If the Buyer and Seller cannot agree on who is entitled to the earnest money, the Title Company is released from any liability.

19. TAX ADVICE. Buyer and Seller acknowledge they have been advised to seek counsel of a tax attorney or Certified Public Accountant for income tax consequences of this transaction.

WFS HMS

AMCO RCVD 6/13/2022

ORDER NUMBER: Y

EARNEST MONEY RECEIPT AND PURCHASE AGREEMENT CONTINUED:

20. ENTIRE AGREEMENT. This document consists of 3 pages. It may not be modified except in writing and signed by the parties.

21. BUYER ACCEPTANCE. I/We hereby acknowledge and understand that this is a legally binding contract. THIS OFFER WILL NOT BE WITHDRAWN PRIOR TO MIDNIGHT OF _____ (Date) * PLUS ONE ATTACHMENT

BUYER: _____ DATE: 8/12/2020

BUYER: _____ DATE: _____

22. SELLER ACCEPTANCE. (a). I/We accept the foregoing offer and agree to sell and convey the property described in the terms and conditions stated herein. I/We understand that this is a legally binding contract. I/We acknowledge receipt of a copy of this document bearing my/our signature(s) and that of the Buyer(s) named herein.

SELLER: _____ DATE: AUG 12, 2020

SELLER: _____ DATE: _____

23. EARNEST MONEY RECEIPT. The undersigned Seller(s) accept receipt of earnest money in the amount of $ 1775.00.

SELLER: _____ DATE: _____

SELLER: _____ DATE: _____

WFS HME

AMCO RCVD 6/13/2022

A L A S K A

2017-003948-0

Recording Dist: 401 - Fairbanks
3/7/2017 08:28 AM Pages: 1 of 1

After recording return to the Grantee
Escrow No.: **Y99366-JM (E)**

STATUTORY WARRANTY DEED

THE GRANTOR: Beverstock Family Trust

whose mailing address is: 5479 Chena Hot Springs Rd, Fairbanks, AK, 99712

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to

THE GRANTEE(s): Green Diamond Properties, LLC

whose mailing address is: P.O. Box 84662, Fairbanks, AK, 99708

the following described real estate:

Tract 'A', WHITE FIREWEED SUBDIVISION, according to the plat filed February 15, 2011 as Plat No. 2011-16, Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

EXCEPTING THEREFROM THE SUBSURFACE ESTATE and all rights, privileges, immunities and appurtenances of what so ever nature accruing unto said estate pursuant to the terms of the Patent recorded February 17, 1995 in Book 893 at Page 123.

SUBJECT TO property taxes; reservations and exceptions as contained in the U.S. Patent; easements of record; and covenants, conditions and restrictions of record, if any.

Dated this 6th day of March, 2017.

Beverstock Family Trust

Wendell R Beverstock

By: Wendell R. Beverstock, Trustee

WFS

STATE OF ALASKA)
JUDICIAL DISTRICT OR COUNTY: **FOURTH**)ss.

THIS IS TO CERTIFY that on this 6th day of March, 2017, before me the undersigned Notary Public, personally appeared **Wendell R. Beverstock, Trustee** of the **Beverstock Family Trust** known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein set forth

(Seal)

AMCO RCVD 6/13/2022