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GROUND LEASE

GROUND LEASE

THIS LEASE made and entered into as of March 3/8/2023, 2023, by and between Steve Engman, (hereinafter called "Lessor"), A&M Endeavors, Inc, an Alaska Corporation (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 749 E Broadway Avenue, Unalaska, Alaska 99685, in the Unorganized Borough, Alaska. Lessee shall lease, have the right to possess, develop, build on, access power and connect to the power that Lessee will have extended to the parcel described above, access and utilize well water, and construct a retail facility building (which shall be solely owned by Lessee, on portion 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. At the termination of the Lease Lessor shall have the first right of refusal to purchase the Improvements from Lessee. If Lessor does not exercise its first right of refusal to purchase the Improvements, then Lessee may sell the Improvements to a third party purchaser. Alternatively, Lessee may lease the Improvements to a third party and pay the Lessor ground lease fee of $500.00 per month.

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

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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 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.

G. "Net Sales" means the sum of a company's gross sales minus its returns, allowances, and discounts.

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 three (3) years, beginning March 8, 2023 and terminating at midnight, March 7, 2026, with three (3) additional options to renew for additional three (3) year terms, subject to earlier termination as herein set forth. Additionally, in the event the Tenant's business falls and the lease term and renewal terms are not completed, Tenant shall have up to two (2) years to sell the building after terminating the lease.

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

A. Base Rent. Lessee shall pay to Lessor a sum of Five Hundred Dollars ($500.00) per month prior to receiving their Alcohol and Marijuana Control Office (AMCO) license. Once the AMCO license is obtained, Lessee shall pay to Lessor a sum of One Thousand Dollars ($1000.00). Base Rent shall increase by 5% each renewal period.

B. Percentage Rent. In addition to the Rent provided in 4(A), and as well as all other sums required to be paid by Lessee to Lessor under the terms of this Lease; Lessee shall pay Lessor percentage rent in the amount of 3% of net operating income[1] for each Lease Year

[1] For the sake of clarity, net operating income means the total gross income of the business minus all expenses related to business operations (i.e., costs of goods, taxes, employee wages, etc.).

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of Fractional Lease Year during the term hereof and any renewals or extensions. (Collectively "Rent").

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, city, 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 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 the right to extend utilities to the Property, right to install a well, 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 insureds 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 with exception to the following:

1. removal of junk, litter, personal property, and/or equipment, premises shall be clear of all debris and clutter prior to the effectuation of this lease agreement. The intention of this 9(A)(1) is for Lessor to deliver the premises to Lessee in build ready condition, meaning that all clutter, old equipment, litter or otherwise needs to be removed from the premises prior to delivery of the premises to Lessee.

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

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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, roads, and signage (not to include mowing undeveloped areas) and to use reasonable efforts to ensure that the property is maintained. Lessor shall not conduct any activities on the remaining portion of land that will directly interfere with Lessee's ability to conduct normal marijuana retail business activities, including, but not limited to, any activities that would discourage or distract customers from frequenting the marijuana retail store, hindering parking or turning and maneuvering, or creating any nuisance on the surrounding property not included in the Premises.

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 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 within the first Nine (9) years with written consent of the Lessor, which consent

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shall not be unreasonably withheld. After Nine (9) years, all improvements will be part of the property and under ownership of the Lessor.

16. Option to Lease & Rights to Purchase Property– **Exhibit B**

As a material consideration and inducement for Lessee engaging in this Ground Lease, Lessee shall have the right to purchase the entire Property, not just the ground leased in this Ground Lease, or, in the alternative, Lease the entire Property on the terms detailed in **Exhibit B**, and incorporated herein by reference. Landlord will be given right of first refusal for the sale of the improvements as outlined in 15(1).

17. Default.

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). *Lessor will contact the Alaska Marijuana Control Office and ensure Enforcement for AMCO removes all marijuana and marijuana product from 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.

(6) Lessee is unable to obtain AMCO approval for a license for a Retail Marijuana Store, this lease shall terminate.

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(7) In the event that the Lessee has to shut down business operations due to failure to obtain all necessary governmental approvals or due to federal intervention, or similar state action, Lessee shall pay to Lessor an early termination fee in the amount of Five Thousand Dollars ($5000.00) and then would be released from all further obligations of this Lease Agreement, however, the Improvements still are owned by Lessee.

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: Terminate this Lease, seek damages for lost rents and failure to pay, terminate and Lessee's right to possession of the ground area that is leased to Lessee, but in no way shall this Section B be interpreted to change the ownership rights of the Building and related Improvements Lessee will be installing on the Property. The parties will work in good faith to arrange for opportunity for Lessee to either sell the building to Lessor or to a third party and in that case Lessee would continue to lease the Premises. Alternatively, Lessor shall allow Lessee reasonable time and access to Property for Lessee to move the building and improvements off the Property.

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 Lessee: A&M Endeavors, Inc.

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Lessor Lessee

Attn: Muhammad Ashraf &
Michael Chance Miller
18540 Kittiwake Circle
Anchorage, Alaska 99516

CC: JDW, LLC
Attn: Jana Weltzin, Esq
901 Photo Avenue, Second Floor
Anchorage, Alaska 99503

To Lessor: Steve Engman
Steve Engman
NA

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 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"	"Lessee"
Steve Engman	A&M Endeavors, Inc.
By: Steve Engman	By: Muhammad Ashraf
Signed: DocuSigned by: Steve Engman D0FA6A380F364C4...	Signed: DocuSigned by: 34020B5B74DB4B3...

Initials SE (DS) M (DS) MCM (DS)
Lessor Lessee

By: Michael Chance Miller

Signed: DocuSigned by: Michael Chance Miller 0EE47C7F16CB423...

Initials DS SE DS M DS MCM

Lessor Lessee

EXHIBIT A TO GROUND LEASE

Leased Ground shown in Red

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Lessor Lessee

EXHIBIT B – Option to Purchase and Sale Agreement for Property

OPTION AGREEMENT FOR PURCHASE OF REAL PROPERTY

THIS OPTION AGREEMENT ("Agreement") made and entered into this ____ day of , 2023, by Steve Engman, _____[Address], hereinafter referred to as “Seller” and A&M Endeavors, Inc, or its assigned, whose principal address is 18540 Kittiwake Circle, Anchorage, Alaska 99516, hereinafter referred to as "Purchaser", Purchaser and Seller collectively referred to as the “Parties”:

W I T N E S S E T H:

WHEREAS, Seller is the fee simple owner of certain real property being, lying and situated in Unalaska, Alaska, such real property having the street address of 749 E Broadway Avenue, Unalaska, Alaska 99685, in the Unorganized Borough, Alaska. ("Premises") and such property being more particularly described as follows: (legal description)

Also known as:

Plat 76-01, Subdivision USS 778, Lot 6, Block 4.

WHEREAS, Purchaser desires to procure an option to purchase the Premises upon the terms and provisions as hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties hereto and for the mutual covenants contained herein, Seller and Purchaser hereby agree as follows:

1. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the following meanings:

(a) "Execution Date" shall mean the day upon which the last party to this Agreement shall duly execute this Agreement;

(b) "Option Fee" shall mean the total sum of a down payment of $100.00 dollars;

(c) "Option Term" shall mean that period of time commencing on the Execution Date and ending on or before January _____, 2033;

(d) "Option Exercise Date" shall mean that date, within the Option Term, upon which the Purchaser shall send its written notice to Seller exercising its Option to Purchase;

(e) "Closing Date" shall mean the last day of the closing term or such other date during the closing term selected by Purchaser.

2. GRANT OF OPTION. For and in consideration of the Option Fee payable to Seller as set forth herein, Seller does hereby grant to Purchaser the exclusive right and Option ("Option") to purchase the premises upon the terms and conditions as set forth herein.

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3. PAYMENT OF OPTION FEE. Purchaser agrees to pay the Seller the Option Fee of $500.00 upon the mutual execution of this Agreement.

4. EXERCISE OF OPTION. Purchaser may exercise its exclusive right to purchase the Premises pursuant to the Option, at any time during the Option Term, by giving written notice thereof to Seller. As provided for above, the date of sending of said notice shall be the Option Exercise Date. In the event the Purchaser does not exercise its exclusive right to purchase the Premises granted by the Option during the Option Term, Seller shall be entitled to retain the Option Fee, and this agreement shall become absolutely null and void and neither party hereto shall have any other liability, obligation or duty herein under or pursuant to this Agreement.

5. CONTRACT FOR PURCHASE & SALE OF REAL PROPERTY. In the event that the Purchaser exercises its exclusive Option as provided for in the preceding paragraph, Seller agrees to sell and Purchaser agrees to buy the Premises and both parties agree to execute a contract for such purchase and sale of the Premises in accordance with the following terms and conditions:

(a) Purchase Price. The purchase price for the Premises shall be the sum of $_____. Purchaser shall pay to Seller at closing the remaining balance of the purchase price and Purchaser's share of closing costs.

(b) Closing Date. The closing date shall be no later than one hundred and eighty (180) days from the date Purchaser exercises its right to purchase the Premises, unless extended as agreed to by the parties.

(c) Closing Costs. Purchaser's and Seller's costs of closing the Contract shall be split equally between the Parties;

(d) Default by Purchaser; Remedies of Seller. In the event Purchaser, after exercise of the Option, fails to proceed with the closing of the purchase of the Premises pursuant to the terms and provisions as contained herein and/or under the Contract, Seller shall be entitled to retain the Option Fee as liquidated damages and shall have no further recourse against Purchaser;

(e) Default by Seller; Remedies of Purchaser. In the event Seller fails to close the sale of the Premises pursuant to the terms and provisions of this Agreement and/or under the Contract, Purchaser shall be entitled to either sue for specific performance of the real estate purchase and sale contract or terminate such Contract and sue for money damages.

6. MISCELLANEOUS.

(a) Execution by Both Parties. This Agreement shall not become effective and binding until fully executed by both Purchaser and Seller.

(b) Notice. All notices, demands and/or consents provided for in this Agreement shall be in writing and shall be delivered to the parties hereto by hand or by United States Mail with postage pre-paid. Such notices shall be deemed to have been served on the date mailed, postage pre-paid. All such notices and communications shall be addressed to the:

Seller at _____
Purchaser at 18540 Kittiwake Circle, Anchorage, Alaska 99516

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

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(d) Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective heirs, successors, and or assigns, to the extent as if specified at length throughout this Agreement.

(e) Time. Time is of the essence of this Agreement.

(f) Headings. The headings inserted at the beginning of each paragraph and/or subparagraph are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.

(g) Cost of this Agreement. Any cost and/or fees incurred by the Purchaser or Seller in executing this Agreement shall be borne by the respective party incurring such cost and/or fee.

(h) Entire Agreement. This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between Seller and Purchaser and supersedes all prior discussions and agreements whether written or oral between Seller and Purchaser with respect to the Option and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both Seller and Purchaser with the formalities hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under proper authority:

Steve Engman – Seller

By: _____

A&M Endeavors, Inc.

By: _____
Michael Chance Miller
Its: President

By: _____
Muhammad Ashraf
Its: Secretary

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