

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is entered into as of July 15, 2016 (the “**Effective Date**”), by and between WELLS FARGO BANK, N.A., a national banking association (“**Seller**”), and the STATE OF ALASKA, LEGISLATIVE COUNCIL (“**Buyer**”). Seller and Buyer are referred to in this Agreement from time to time individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Seller desires to sell the Property (as defined in Section 2) in Anchorage, Alaska to Buyer, and Buyer desires to purchase the Property from Seller, on the terms and conditions set forth in this Agreement; and

WHEREAS, at Closing, Seller desires to lease certain premises in the Property now occupied by the Seller for various periods of time, and Buyer is willing to lease such premises to Seller on the terms and conditions set forth in the Lease (as defined in Section 1);

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Definitions. Terms not otherwise defined in this Agreement have the following meanings:

“**Appurtenances**” shall mean, as to the “Real Property” (defined in Section 2(a) below) all streets, alleys and rights of way, open or proposed, in front of or adjoining or servicing all or any part of such Real Property; all strips and gores in front of or adjoining all or any part of such Real Property; all development rights, air rights, wind rights, water, water rights, riparian rights, and water stock relating to such Real Property; or used in connection with the beneficial use and enjoyment of such Real Property or in any way appertaining to such Real Property.

“**Closing**” means the delivery and recording of the Deed (defined in Section 6.1(a) below), the delivery of the items described in Section 6.1 below, and the consummation of the transactions contemplated by this Agreement and described herein and in escrow instructions delivered to the Title Company (defined in Section 3(a) below).

“**Closing Date**” means September 15, 2016, or such other date as may be mutually agreed by the Parties; provided however that in the event the Effective Date is on a date later than July 15, 2016, the Closing Date shall be on the later of ten (10) business days following (a) the expiration of the Due Diligence Period, (b) the date all conditions to Closing herein have been satisfied, or (c) such other date as may be mutually agreed by the Parties.

“**Due Diligence Period**” means the period commencing on the Effective Date and ending at 5:00 p.m. Alaska Time on August 31, 2016, unless extended by mutual agreement of the Parties to a future date certain; provided however in the event that the Effective Date is on a date later than July 15, 2016, the Due Diligence Period shall be the period commencing on the

Effective Date and ending at 5:00 p.m. Alaska Time on the forty-fifth (45th) calendar day after the Effective Date, unless extended by mutual agreement of the Parties to a future date certain.

“Governmental Entity” shall mean any United States national, federal, state, provincial, municipal or local government, governmental, regulatory or administrative authority, agency, instrumentality or commission or any court, tribunal, or judicial body.

“Lease” means that certain lease agreement between Buyer, as landlord, and Seller, as tenant, substantially in the form as Exhibit G, for those certain Premises in the Property described in the Lease (**“Premises”**).

“Legislature” means the Legislature of the State of Alaska.

“Reserved Company Assets” shall mean the following assets of the Seller as of the Closing Date as the same may be updated as agreed to by Seller and Buyer as of the Closing pursuant to Section 4.1 (g) below: the Separated Systems (as defined in Section 7.11 below), and (i) all cash, cash equivalents (including certificates of deposit), deposits held by third parties (e.g., utility companies), accounts receivable and any right to a refund or other payment relating to a period prior to the Closing, including any real estate tax refund (subject to the prorations hereinafter set forth), (ii) bank accounts, (iii) claims or other rights against any present or prior partner, member, employee, agent, manager, officer or director of Seller or its direct or indirect partners, members, shareholders or affiliates, (iv) any refund in connection with termination of Seller’s existing insurance policies, (v) all contracts between Seller and any law firm, accounting firm, property manager, leasing agent, broker, environmental consultants and other consultants and appraisers entered into prior to the Closing, (vi) any proprietary or confidential materials (including any materials relating to the background or financial condition of a present or prior direct or indirect partner or member of Seller), (vii) the internal books and records of Seller relating, for example, to contributions and distributions prior to the Closing, (viii) any software, (ix) the names Wells Fargo, and any derivations thereof, and any trademarks, trade names, brand marks, brand names, trade dress or logos relating thereto, (x) any development bonds, letters of credit or other collateral held by or posted with any Governmental Entity or other third party with respect to any improvement, subdivision or development obligations concerning the Property owned by Seller or any other real property, and (xi) any other intangible property that is not used exclusively in connection with such Property.

“Service Contracts” means those certain contracts existing on the Effective Date for the maintenance, management and operation of the Property, together with such other contracts as are reasonably necessary from time to time for the continued maintenance, management and operation of the Property (excluding those contracts pertaining to the conduct of the Seller’s business in the Premises) through the Closing Date in the condition in which it exists on the Effective Date.

“Title Notice” means the written notice provided by the Buyer to the Seller specifying any Title Objections.

“**Title Objection(s)**” means any matters shown in the Title Report, in the records of the central UCC filing office of the State of Alaska or on any survey obtained by Buyer which are not satisfactory to Buyer in its sole discretion, and which are specified in the Title Notice.

“**Title Review Period**” means the period commencing on the Effective Date and ending at 5:00 p.m. Alaska Time on the thirtieth (30th) calendar day after the Effective Date.

2. Property Included in Sale. Upon the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of Seller’s right, title and interest in and to the following described property:

(a) Real Property. The parcels of real property located in Anchorage, Alaska and legally described as:

Tract A2, Alaska Mutual Subdivision, according to the official plat thereof, filed under Plat No. 87-145 in the records of the Anchorage Recording District, Third Judicial District, State of Alaska

– and –

Lot 4A, Fouts Subdivision, according to the official plat thereof, filed under Plat No. 90-111 in the records of the Anchorage Recording District, Third Judicial District, State of Alaska

together with all of Seller’s right, title and interest in and to the following except as otherwise reserved or retained unto Seller under this Agreement: all buildings, structures, fixtures, generators, fuel tanks, supply lines, landscaping, parking and other improvements located on the Real Property, and all rights, benefits, interests, privileges, easements, licenses, tenements, hereditaments, accessions, rights-of-way, and appurtenances appertaining thereto, or benefitting such Real Property above; all streets, alleys and rights of way, open or proposed, in front of or adjoining or servicing all or any part of such Real Property; all strips and gores in front of or adjoining all or any part of such Real Property; all development rights, air rights, wind rights, water, water rights, riparian rights, and water stock relating to such Real Property or used in connection with the beneficial use and enjoyment of such Real Property or in any way appertaining to such Real Property (the “**Real Property**”);

(b) Improvements. All buildings, structures, fixtures, generators, fuel tanks, supply lines, landscaping, parking and other improvements located on the Real Property but excluding the Reserved Company Assets (the “**Improvements**”);

(c) Personal Property. All of Seller’s right, title and interest in and to the following as the same may be updated as agreed to by Seller and Buyer as of the Closing pursuant to Section 4.1 (g) below: the tangible, personal property, including without limitation all fixtures, equipment, building materials, supplies, hardware, carpeting, spare parts, cabling and racking for information technology and telecommunications equipment, art work, partitions, cubicles, office furniture, and inventory, owned by Seller, located on the Real Property and used in connection with the ownership, operation or maintenance of the Real Property and/or the Improvements, and other Personal Property and Intangibles which are situated on the Real Property and

Improvements, BUT EXCLUDING the Reserved Company Assets, and the personal property listed on Exhibit A (the “**Excluded Personal Property**”) (the “**Personal Property**”). Schedule 1 to Exhibit A is an inventory of all furniture, fixtures and equipment identified by the Seller at the Building as of the Effective Date and indicating one of the following three agreed dispositions for such Personal Property as of the Closing Date: (a) Personal Property transferred to the Buyer at Closing, (b) Excluded Personal Property; or (c) Personal Property to be removed by Seller from the Property by the Closing Date or from the Premises by the expiration of the Lease Term;

(d) Contracts. All Seller’s right, title, interest, duties, liabilities and obligations under the following contracts, leases and licenses:

(i) that certain License Agreement dated as December 1, 2008, between Seller, as Licensee, and Alaska Cabaret Hotel, Restaurant and Retailers Association, Inc., as Licensor (the “**Access License**”);

(ii) that certain Right of Entry and Antenna Site License Agreement, dated November 1, 2013, between Wells Fargo Bank, N.A. and The Alaska Wireless Network, LLC, as it may be amended or assigned with the express consent of the Buyer between the Effective Date and the Closing Date (the “**Antenna License**”); and

(iii) those additional warranties related to the Improvements, equipment leases and other agreements affecting or pertaining to the ownership, operation, management or maintenance of the Property which Seller and Buyer (x) add to Schedule 1 to the Assignment and Assumption of Contract on or before the Closing Date pursuant to Section 4.1(g) below (the “**Supplemental Warranties**”, and which Buyer elects to assume in its sole discretion at Closing pursuant to the Assignment and Assumption of Contracts and Intangibles (as defined in Section 6.1(c)) (collectively, the “**Contracts**”), and (y) agree to use good faith efforts to find as Property Information during the Due Diligence Period pursuant to Section 4.1(a). Seller and Buyer acknowledge that Contracts specifically exclude the Service Contracts, which Buyer acknowledges Seller will terminate no later than thirty (30) days following the Closing Date so as to allow Buyer an opportunity to replace the Service Contracts.

(e) Intangibles. All Seller’s right, title and interest in and to intangible personal property under any certificates of occupancy, licenses, permits, consents, variances, waivers, and approvals, governmental permits, entitlements, warranties and guarantees received in connection with any work or services performed with respect thereto, or equipment installed therein, tenant lists, advertising material, telephone exchange numbers and all trademarks and trade names, signage and rights to install signs anywhere on the Property affecting or pertaining to the ownership, operation, management and maintenance of the Real Property, Improvements and Personal Property (BUT EXCLUDING any of the foregoing which is part of or necessary to the Reserved Company Assets or any Excluded Personal Property) (the “**Intangibles**”).

All of the items in subparagraphs (a) – (e) above are collectively called the “**Property**.”

3. Purchase Price. The purchase price of the Property is Eleven Million Eight Hundred and Fifty Thousand dollars (\$11,850,000) (the “**Purchase Price**”) and shall be paid as follows:

(a) Within two (2) business days after the Effective Date, Buyer shall deposit \$125,000 as an earnest money deposit (the “**Deposit**”) in escrow with Fidelity Title Agency of Alaska (the “**Title Company**”), whose address is 3150 C Street, Suite 220, Anchorage, Alaska 99503, Attn: D.J. Webb, Phone: (907) 277-6605; Fax: (907) 277-6613, e-mail: djw@fidelityak.com. The parties agree to appoint D.J. Webb as escrow closing agent of the transactions contemplated by this Agreement, and request her to accept such appointment coincident with receipt of the Deposit.

At Buyer’s request and expense, the Deposit shall be held in an interest-bearing account and interest accruing thereon shall be held for the account of Buyer. In the event the sale of the Property as contemplated hereunder is consummated, the Deposit plus interest accrued thereon shall be credited against the Purchase Price. If the transactions contemplated hereby fail to close through no act or fault of Seller, the Deposit will be promptly returned to Buyer.

(b) The balance of the Purchase Price shall be paid to Seller through escrow in immediately available funds at Closing.

4. Conditions to Closing.

4.1 Buyer’s Conditions. Buyer’s obligation to consummate the transactions contemplated by this Agreement and close on the purchase of the Property is contingent upon the completion, compliance with or satisfaction of, in Buyer’s sole and absolute discretion, of the following provisions (“**Buyer’s Conditions**”):

(a) Due Diligence Period. Buyer shall have the Due Diligence Period within which to conduct due diligence examinations, fully review, investigate and inspect the Property (including having third party agents and consultants enter the Property and perform commercially reasonable tests and inspections), obtain any necessary internal and external approvals to the transaction, and to satisfy itself as to all matters relating to the Property (the “**Inspection Contingency**”), including, but not limited to, all title and survey matters, toxic, soils, seismic, environmental, engineering, structural, financial, permitting, and zoning matters, and all leases, license agreements and Contracts, sewer/water conditions, utilities service information, zoning information, access information, assessments and city fees, developmental conditions and approvals, operating expenses and legal, physical, environmental and compliance matters and conditions respecting the Property (the foregoing being collectively called the “**Property Information**”). Within five (5) business days after the Effective Date, Seller shall provide to Buyer true, correct, and complete copies of that Property Information described on Exhibit H (which shall be supplemented as of the Closing Date as provided below). Buyer hereby acknowledges receipt of that certain Property Information listed as items 1 – 10 and 12 on Exhibit H as of the Effective Date (“**Seller’s Delivered Property Information**”). Until the Closing Date, Seller agrees as follows with respect to other Property Information to the extent the same (x) is material and relevant to Buyer’s

purchase of the Property, (y) is not proprietary, privileged or confidential, and (z) is in Seller's possession: (a) to provide to Buyer such other Property Information pertaining to the Property as Buyer may reasonably request; and (b) to cause Jeffrey W. Rader, Shannon Cusano, and Randy Morris to use good faith efforts on behalf of Seller to locate, obtain and provide to Buyer other such Property Information. Such items shall also be added to Exhibit H by amendment of that Exhibit as of the Closing Date. Seller shall have no further obligation to Buyer to locate Property Information after the Closing Date. Prior to expiration of the Due Diligence Period, Buyer may terminate this Agreement at any time, for any reason or no reason, by delivering written notice thereof to Seller. Buyer's failure to provide a waiver of its Inspection Contingency during the Due Diligence Period shall be deemed Buyer's election to terminate this Agreement. If this Agreement is terminated or deemed terminated pursuant to this Section 4.1(a), Buyer shall return or destroy any copies in Buyer's possession of all Property Information and materials provided by Seller pursuant to this Section 4.1(a); Seller shall direct the Title Company to return the Deposit and any interest accrued thereon to Buyer; and neither party shall have any further rights or obligations under this Agreement except those that expressly survive termination of this Agreement. Upon expiration of the Due Diligence Period, the Deposit shall be nonrefundable to Buyer except as otherwise provided in this Agreement.

(b) Title Review Period. As soon as reasonably practicable after the Effective Date, Buyer will order a preliminary title insurance commitment (the "**Title Report**") from the Title Company. At any time during the Title Review Period, Buyer may deliver a Title Notice specifying any Title Objections to Seller. Buyer will be deemed to have waived its rights to object to any title matters or defects if it fails to specify in the Title Notice, and any such matters or defects shall be deemed to be "**Permitted Exceptions**". Seller shall notify Buyer in writing within five (5) days of the receipt of the Title Notice which Title Objections it will remove prior to Closing. Seller, at Seller's sole expense, shall have until Closing to remove or otherwise render acceptable to Buyer in Buyer's reasonable judgment the Title Objections or to decline to correct such Title Objections, it being agreed that Seller shall have no obligation to eliminate any Title Objections. If Seller's notice is not provided to Buyer within such five (5)-day period, Seller shall be deemed to have elected not to remove (prior to Closing) any Title Objections. If Seller has not corrected or removed the Title Objections on or before Closing, then Buyer during the Due Diligence Period shall either (i) waive such uncured Title Objections and accept title to the Property subject to such uncured Title Objections (which shall be deemed to be included as Permitted Exceptions at that point) without adjustment to the Purchase Price; or (ii) terminate this Agreement by written notice to Seller, whereupon neither Buyer nor Seller will thereafter have any further rights or obligations under this Agreement except those which expressly survive termination of this Agreement, and the Deposit shall be refunded to Buyer. At Closing, Seller shall convey fee simple title to the Real Property and Improvements by delivering the Deed, and Buyer's obligation to consummate the transactions contemplated by this Agreement and close on the purchase of the Property is contingent upon the Title Company issuing an ALTA extended coverage owner's policy of title insurance in form and content reasonably acceptable to Buyer at Closing, including reasonable and customary endorsements for a transaction of

this type in a policy amount equal to the Purchase Price as requested by the Buyer, subject to the Permitted Exceptions (the "Title Policy").

(c) Inspection Contingency. As part of the Inspection Contingency, during the Due Diligence Period, Buyer may review any and all characteristics and conditions of the Property, including the structural, mechanical, electrical and other physical characteristics and condition of the Property (the "**Property Condition**"). Such review may include a reasonable examination for the presence or absence of any Hazardous Materials, which shall be performed or arranged by Buyer at Buyer's expense. For these purposes, Seller agrees to allow Buyer and Buyer's engineers, architects, agents and representatives ("**Buyer's Agents**") reasonable access, during normal business hours, to the Property, and to the records maintained by or for Seller, which records may be reviewed and/or copied by Buyer or Buyer's Agents. Until the Closing occurs, and if the Closing does not occur, Buyer agrees that Buyer and Buyer's Agents shall keep confidential to the extent allowed under Alaska law and not disclose any information to any person or entity received from Seller or from investigations conducted by Buyer under this Section 4 (other than to their lenders, investors, financing sources, advisors, consultants, representatives, attorneys or accountants), without obtaining the prior written consent of Seller except to the extent (A) such information is generally available to the public (other than by a prohibited disclosure hereunder), or (B) such disclosure is required by law or as may be reasonably necessary in a judicial, administrative, legislative or governmental proceeding. After the Closing occurs, the restriction in the foregoing sentence is no longer applicable. Buyer shall not cause any damage to the Property and shall conduct its inspections in a manner that is not disruptive to the operation of the Property. Seller shall cooperate with Buyer to the extent that Buyer elects to have Seller's inspection reports updated or certified to Buyer, but Seller shall have no liability nor incur any cost therefor.

Notwithstanding the foregoing, Buyer shall not conduct any invasive testing of the Property (e.g., a Phase II environmental assessment, geotechnical borings, etc.) without the prior written consent of Seller (which consent may be withheld in Seller's sole discretion without considering the interests of Buyer). In connection with any such request for consent, Buyer shall furnish to Seller a detailed description of the contemplated testing or sampling work, including a site map indicating the location of the proposed testing or sampling. Buyer shall conduct such testing and/or sampling in such a way as to minimize interference with the business operations of Seller and other occupants, if any, of the Property. If the purchase by Buyer of the Property fails to close, Buyer shall immediately furnish to Seller copies of all testing and sampling reports of the Real Property and Improvements (whether the testing and sampling was invasive or not).

Notwithstanding the foregoing restriction on invasive testing, Seller expressly consents to testing and inspection of the Real Property and Improvement after the Effective Date reasonably necessary to determine the presence or absence of mold, asbestos, underground storage tanks, and other Hazardous Materials. At Seller's election, it has the right to have a representative present during the testing and inspection allowed in the foregoing sentence.

In addition, Buyer may not access the vault, safe deposit area, behind the teller counter, or any other secured area of the Property without the prior written consent of Seller and in the company of a Seller representative (which consent may be withheld in Seller's sole discretion without considering the interests of Buyer or any third-party).

Buyer shall, at its sole cost and expense, promptly restore to its pre-inspection condition (including wear and tear) any physical damage or alteration of the physical condition of the Real Property and Improvements that results from any inspections conducted by or on behalf of Buyer.

To the extent permitted by Alaska law, Buyer shall be liable to Seller for actual damages (but not consequential, incidental or punitive damages) caused in whole or in part or arising directly or indirectly out of Buyer or its agents, employees, and contractors entering upon the Real Property and Improvements prior to Closing. The liability, restoration obligations and other obligations of Buyer under this Paragraph 4.1 (c) shall survive the Closing Date or the termination of this Agreement. Seller acknowledges that Buyer is self-insured, and thus does not procure or maintain any liability insurance; nevertheless, prior to any entry on the Real Property and Improvements by Buyer or Buyer's Agents occurring any time prior to Closing, Buyer's Agents shall (a) procure and maintain commercial general liability insurance covering Buyer, and naming Seller as an additional insured, in the amount of \$1,000,000 per occurrence/\$2,000,000 in the aggregate and (b) Buyer shall provide Seller with satisfactory evidence of said insurance of Buyer's Agents.

(d) Representations and Covenants. Seller shall have performed in all material respects each and every covenant required to be performed by Seller under this Agreement and, all of Seller's representations and warranties set forth in this Agreement shall be true and correct in all material respects as of the Closing Date.

(e) Removal of Excluded Personal Property. Seller shall have removed all Excluded Personal Property from the Property prior to the Closing Date (or prior to the termination of the term of the Lease of each part of the Premises for Excluded Personal Property located in the Premises), and left the area in which such Excluded Personal Property was located on the Property in broom clean condition with all damage due to removal repaired.

(f) Separated Systems. Buyer and Seller shall each appoint a representative to negotiate in good faith and agree on or before the Closing Date on the plan, schedule and coordination between the parties for creation of the Separated Systems (as defined in Section 7.11 below) and for the transition of technology and network equipment and other fixtures and Personal Property in the Improvements between Buyer and Seller including the ownership and disposition of all cabling, conduit and wiring in the Improvements - both in and outside the Premises ("Separated Systems Plan"). Seller acknowledges receipt of a memorandum from Buyer dated June 28, 2016, that the parties agree to use as a starting point for the Separated Systems Plan. The agreed Separated Systems Plan shall be attached as an exhibit to the Lease.

(g) Updating Asset Lists. In addition, Seller and Buyer acknowledge and agree that (i) during the Due Diligence Period, the Parties are undertaking further efforts to separate Seller's assets and systems now operating or used in the Improvements that serve the Improvements generally from those assets and systems (x) exclusively serving the Premises or Bank operations after the Closing or (y) which are critical for Bank operations after the Closing, and (ii) Parties shall negotiate in good faith, and agree on or before the Closing Date, the separation of such assets and to update to the Reserved Company Assets, the Personal Property (including the three agreed dispositions for such Personal Property), the Real Property and the addition of any Supplemental Warranties.

Buyer's Conditions are intended solely for the benefit of Buyer. Subject to the time limitations set forth in this Section, if any of Buyer's Conditions are not completed, complied with or satisfied in Buyer's sole and absolute discretion, Buyer shall have the right to either waive in writing the Buyer's Condition and proceed to Closing or terminate this Agreement, in which case the Deposit shall be returned to Buyer.

4.2 Seller's Conditions. Seller's obligation to consummate the transactions contemplated by this Agreement and close on the purchase of the Property is contingent upon the satisfaction, in Seller's sole and absolute discretion, of the following contingencies ("**Seller's Conditions**"): (i) Buyer shall have performed in all material respects each and every covenant and obligation required to be performed by Buyer under this Agreement, (ii) all of Buyer's representations and warranties set forth in Section 8 shall be true and correct in all material respects as of the Closing Date, (iii) all of Buyer's Conditions shall have been satisfied or waived on or before the Closing Date, and (iv) Seller's senior management shall have approved of the transactions contemplated by this Agreement (including the Lease) on or before the Effective Date.

Seller's Conditions are intended solely for the benefit of Seller. If any of Seller's Conditions is not satisfied, Seller shall have the right in its sole discretion to either waive in writing the Seller's Condition and proceed to Closing or terminate this Agreement, in which case the Deposit shall be retained by Seller.

5. Property Sold As-Is. Buyer acknowledges that prior to Closing, Buyer and Buyer's Agents will have inspected the Property and observed and reviewed the Property Condition. By purchasing the Property and upon the occurrence of the Closing, Buyer waives any and all liabilities, losses, claims (including third party claims), demands, damages (of any nature whatsoever), expenses, causes of action, costs, penalties, fines, taxes and assessments, judgments, attorneys' fees, consultants' fees and costs, and experts' fees (individually, a "**Claim**" and collectively, "**Claims**"), and any and all right or ability to make a Claim of any kind or nature against Seller, and its partners, members, trustees, directors, officers, employees, representatives, asset managers, investment advisors, agents, attorneys, affiliated and related entities, successors and assigns (collectively, the "**Releasees**") for any and all deficiencies or defects (whether known or unknown, unanticipated and unsuspected by the Buyer on the Closing Date) in the Property Condition that could be disclosed by such inspection and agrees to acquire the Property with any and all such deficiencies and defects, and subject to all matters disclosed by Seller herein or pursuant to the materials provided in Exhibit H or otherwise provided to Buyer by Seller, in any Phase I environmental report with respect to the Property received by

Buyer, or in any other writing with respect to the Property except those Claims made in connection with Seller's obligations, representations or warranties made under this Agreement or in the documents and agreements to be executed and delivered by the parties hereto (the "**Closing Documents**"). Buyer further acknowledges and agrees that except for any representations expressly made by Seller in this Agreement and in the Closing Documents, neither Seller nor any of Seller's employees, agents or representatives have made any representations, warranties or agreements by or on behalf of Seller of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, as to any matters concerning the Property. Subject to the foregoing provisions of the Section, Buyer hereby acknowledges that the Property is to be purchased, conveyed and accepted by Buyer in its present Property Condition, "AS IS", "WHERE IS" AND WITH ALL FAULTS, and that no patent or latent defect or deficiency in the Property Condition whether or not known or discovered, shall affect the rights of Seller or Buyer hereunder, nor shall the Purchase Price be reduced as a consequence thereof. Any reports, repairs or work required by Buyer are the sole responsibility of Buyer, and Buyer agrees that there is no obligation on the part of Seller to make any changes, alterations or repairs to the Property Condition, to obtain any certificates or permits in connection with the transfer of the Property, to cure any violations of law, or to comply with the requirements of any insurer.

Without limiting the foregoing, Buyer further specifically agrees that, except for any representations expressly made by Seller in this Agreement and in the Closing Documents, it shall acquire the Property solely upon the basis of its independent inspection and investigation and in its condition as of the Closing which shall include (and the Property Condition shall be defined to include), without limitation the presence or absence of Hazardous Materials on, in, under, above or about the Real Property or any adjoining or neighboring property. The term "**Hazardous Materials**" as used in this Agreement shall mean the following to the extent the same are in amounts, quantities or concentrations which require remediation under environmental laws: (a) any hazardous or toxic wastes, materials or substances, or chemicals, and other pollutants or contaminants, which are or become regulated by applicable local, state, regional and/or federal orders, ordinances, statutes, rules, regulations (as interpreted by judicial and administrative decisions) and laws; (b) asbestos, asbestos-containing materials or urea formaldehyde; (c) polychlorinated biphenyls; (d) flammables, explosive, corrosive or radioactive materials; (e) medical waste and biochemicals; (f) mold or mycotoxins; and (f) gasoline, diesel, petroleum or petroleum by-products.

Notwithstanding the foregoing, the waivers and releases by Buyer set forth in this Section 5 shall be inapplicable to Claims (as herein before defined) arising out of any fraud (but excluding any negligent representation) or willful misconduct of Seller in connection with this transaction, which willful misconduct includes failure by the Seller to disclose information known to Seller related to the Property Condition which Seller is obligated to disclose hereunder. The provisions of this Section 5 shall survive the Closing and shall not be deemed merged into any instrument or conveyance delivered at the Closing.

6. Closing and Escrow. Upon mutual execution of this Agreement, the parties shall deposit an executed counterpart of this Agreement with Title Company as instructions to Title Company as the escrow holder for consummation of the purchase and sale contemplated hereby. Seller and Buyer each agree to execute such additional escrow instructions as may be appropriate, or

required by Title Company, to enable the escrow holder to comply with this Agreement; provided that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

6.1 Seller's Deliverables. At or before the Closing:

- (a) Seller shall deliver a duly executed and acknowledged statutory warranty deed conveying fee simple title to the Real Property and Improvements to Buyer substantially in the form attached hereto as Exhibit B with all blanks completed and each of the Schedules updated as agreed by the parties as of the Closing Date (the "**Deed**");
- (b) Seller shall deliver a duly executed bill of sale transferring title to the Personal Property substantially in the form attached hereto as Exhibit C with all blanks completed and the document updated as agreed by the parties as of the Closing Date (the "**Bill of Sale**");
- (c) Seller shall deliver a duly executed Assignment and Assumption of Contracts and Intangibles, substantially in the form attached hereto as Exhibit D with all blanks completed and Schedule 1 updated as agreed by the parties as of the Closing Date (the "**Assignment of Contracts and Intangibles**") conveying Seller's interest in all Contracts which Buyer chooses to assume in its sole discretion;
- (d) Seller shall deliver a duly executed counterpart to the Lease;
- (e) Seller shall deliver a duly executed affidavit that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the United States Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "**Code**"), substantially in the form of Exhibit E attached hereto;
- (f) Seller shall cause to be issued to Buyer the Title Policy;
- (g) Seller shall deliver complete signed copies of all Contracts listed on Schedule 1 of the Assignment and Assumption of Contracts and Intangibles not attached as Exhibit F to this Agreement;
- (h) Seller shall deliver a duly executed certificate from a duly authorized officer of Seller attesting to each of the matters set forth in Section 7;
- (i) Seller shall deliver such resolutions and authorizations relating to Seller as shall be reasonably required by Title Company; and
- (j) Seller shall deliver duly executed approved closing statements, escrow instructions and such other instruments and documents as may reasonably be required by Buyer or the Title Company to close the transaction.

6.2 Buyer's Deliverables. At or before the Closing:

- (a) Buyer shall deliver a duly executed counterpart of the Assignment and Assumption of Contracts and Intangibles;
- (b) Buyer shall deliver a duly executed counterpart to the Lease;
- (c) Buyer shall deliver such resolutions and authorizations relating to Buyer as shall be reasonably required by Title Company; and
- (d) Buyer shall deliver the balance of Purchase Price, as adjusted for prorations and costs as provided herein; and
- (e) Buyer shall deliver duly executed approved closing statements, escrow instructions and such other instruments and documents as may reasonably be required by Seller or the Title Company to close the transaction.

6.3 Seller's Costs. Seller will pay:

- (a) One-half (1/2) of all recording costs and document preparation fees (for any documents prepared by the Title Company);
- (b) One-half (1/2) of the escrow closing fee of the Title Company;
- (c) Seller's own attorney's fees, if any; and
- (d) Any cost of obtaining the Title Report and the portion of the premium for the Title Policy allocable to the cost of a standard coverage ALTA owner's title insurance policy for this transaction;

6.4 Buyer's Costs. Buyer will pay:

- (a) One-half (1/2) of all recording costs and document preparation fees (for any documents prepared by the Title Company);
- (b) One-half (1/2) of the escrow closing fee of the Title Company;
- (c) Buyer's own attorney's fees;
- (d) The portion of the premium for the Title Policy allocable to the cost of obtaining extended coverage ALTA owner's title insurance policy for this transaction and any endorsements to the Title Policy requested by Buyer; and
- (e) All expenses incurred by Buyer or its representative(s) in inspecting or evaluating the Property or closing this transaction.

6.5 Taxes, Assessments, Utilities and Other Charges. Taxes, assessments, utilities or other charges for services applicable to the Property shall be pro-rated as of the Closing Date. Any utility and other charges for services provided in connection with the Property shall

be paid current through the Closing Date by Seller, and upon Buyer's successfully contracting for the continuation of such utility and other services in Buyer's name, any such services in the name of Seller will be terminated. Seller agrees to give Buyer thirty (30) days following the Closing Date to successfully contract for the continuation of such utility and other services in Buyer's name; provided Buyer shall reimburse the Seller for any cost of such utilities and services incurred between the Closing Date and the date the provision of such utilities and services are terminated.

6.6 Rent. Rent under any leases or licenses affecting the Property shall be apportioned as of the Closing Date, only to the extent then paid, based on the actual number of days in the month or other applicable period during which the Closing occurs.

7. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows, which representations and warranties shall be true as of the Effective Date and as of the Closing Date (except as updated as provided below):

7.1 Good Standing and Authority. Seller is a national banking association in good standing, duly organized, validly existing and qualified and empowered to conduct its business, and has full power and authority to enter into and perform the terms of this Agreement. Neither the execution and delivery of this Agreement nor its performance by Seller will violate any material term of its articles of incorporation or bylaws, or conflict with, or result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance upon the Property under any contract, agreement, law, rule or regulation to which Seller is a party or by which Seller is bound, and Seller has taken all necessary action to enter into the transactions contemplated by this Agreement.

7.2 Insolvency. Seller is not the subject debtor under any federal, state or local bankruptcy or insolvency proceeding, and there are no actions or proceedings pending or threatened to liquidate, reorganize, place in bankruptcy or dissolve Seller, and Seller is contemplating no such action.

7.3 Enforceability. This Agreement is duly authorized and executed by Seller, and this Agreement and all documents required to be executed by Seller in connection herewith, are and shall be valid, legally binding obligations of Seller, enforceable in accordance with their terms.

7.4 Proceedings. To Seller's knowledge, no action, suit, claim, litigation, proceeding or investigation has been filed or threatened against Seller or affecting the Property before any court or governmental department, commission, board, agency or instrumentality that would affect title to the Property or would affect Seller's ability to perform its obligations under this Agreement.

7.5 Existing Leases and Licenses. (i) There are no leases, licenses or use agreements of space in the Real Property and Improvements or other agreements to occupy all or any portion of the Real Property and Improvements that will be in force after the Closing and under which Seller is the landlord (whether by entering into the leases or acquiring such Property subject to such leases or agreements) affecting such Property, except the Antenna License and

the Access License; (ii) the Antenna License and Access License are in full force and effect, full and complete signed copies of the Antenna License and Access License are attached as Exhibit F attached hereto, and none has been materially amended; and (iii) to Seller's knowledge, neither Seller nor any tenant, licensee or licensor is in monetary default or has given written notice of any existing material non-monetary default under the Antenna License or Access License.

7.6 No Conflict. To Seller's knowledge, except as otherwise set forth in this Agreement, neither this Agreement nor any agreement, document or instrument executed or to be executed in connection with the same, nor anything provided in or contemplated by this Agreement or any such other agreement, document or instrument, does now or shall hereafter materially breach, violate, invalidate, cancel, make inoperative or interfere with, or result in the acceleration or maturity of, any agreement, document, instrument, right or interest, or applicable law affecting or relating to Seller or its Property.

7.7 Contracts. There are no Contracts affecting relating to the use, maintenance, occupancy, access or operation of the Property other than (i) those Contracts described in the definition of "Contracts" above, all of which shall be conveyed at Closing by the Assignment of Contracts and Intangibles; (ii) Contracts which are shown in the Title Report and are Permitted Exceptions; and (iii) the Service Contracts (which shall be terminated as provided in Section 6.5 above). With respect to the Contracts referred to in (i) and (ii) of the foregoing, Seller has provided Buyer with copies of all such Contracts; such Contracts are in full force and effect and there are no amendments, modifications, terminations, side letters, guaranties or other agreements affecting the duties and obligations of the parties to such Contracts that have not been provided to Seller; Seller has not given or received written notice of default under any such Contracts; to Seller's knowledge, there are no defaults or events that with notice or lapse of time or both would constitute a default by any party under any such Contracts. To Seller's knowledge, Seller is not a party to any reciprocal easement agreements, agreements with governmental authorities other than Buyer or rights of first offer, rights of first refusal or option agreements or similar agreements affecting the Property that are not disclosed in the Title Report and there are no such agreements to which Seller is not a party.

7.8 Non-foreign Person. Seller is not a "foreign person" as that term is defined in Section 1445(f) of the Code and any similar provisions of applicable state law.

7.9 Legal Violations. To Seller's knowledge, Seller has not received written notice from any Governmental Entity alleging a violation of any law or legal requirement, including building codes, with respect to the Improvements or affecting the Property that has not been corrected.

7.10 Environmental Matters. Except as set forth in Seller's Delivered Property Information or other Property Information provided by the Seller or its agents prior to Closing:

(a) To Seller's knowledge, Seller has received no written notice from any Governmental Entity of any actual or potential violation of or failure to comply with any environmental laws with respect to the Property which remains uncorrected, or of any actual or threatened obligation to undertake or bear the cost of any clean-up, removal,

containment, or other remediation under any environmental law with respect to the Property which remains unperformed; and

(b) Seller has no actual knowledge of any Hazardous Materials, including specifically asbestos or asbestos-containing materials, present on or in the Property other than (i) those Hazardous Materials used in the ordinary course of maintaining and cleaning the Property in commercially reasonable amounts, and (ii) Hazardous Materials used as fuels, lubricants or otherwise in connection with vehicles, machinery and equipment located at the Property in commercially reasonable amounts. To Seller's knowledge, the Hazardous Materials described in the foregoing clauses (i) and (ii) are being used and disposed of in compliance with all environmental laws.

7.11 Separation of Systems. Within one hundred twenty (120) days after the Closing Date, Seller, at its sole cost, shall separate from the systems now operating in the Improvements that serve the Improvements generally and create for its own use in the Premises the following services and related equipment necessary to the continuing operation of Seller in and around the Premises: all telecommunications (including satellite dish), data, network, reserve power, and security systems (the "**Separated Systems**"). Systems now operating that serve the Improvements generally include (but are not limited to) the existing reserve generator and all of its related equipment, the uninterruptible power supply, the telecommunications, data and network systems (including wiring and wiring closets), and security systems, all of which shall be transferred to Buyer at Closing, unless Excluded Personal Property. Seller agrees that at Closing and upon separation all such systems serving the Improvements shall be in good working order and condition.

As used herein, the words "to Seller's knowledge," or words to that effect means to the actual knowledge of the following individuals, all of whom have some knowledge of the Property, its operations, maintenance, and management: Jeffrey W. Rader, Shannon Cusano, and Randy Morris. Use of the words "to Seller's knowledge" refers to the knowledge of the foregoing individuals as representatives of the Seller only, and shall not be constructed, by imputation or otherwise to refer to the knowledge of any other Seller Party (defined as any entity or person controlling, controlled by or under common control with Seller, or any officer, shareholder, member, manager, agent, representative or employee of Seller). Buyer acknowledges that Jeffrey W. Rader, Shannon Cusano, and Randy Morris are named solely for the purpose of defining and narrowing the scope of Seller's knowledge and not for the purpose of imposing any liability on or creating any duties running from any of the individuals in their personal capacity to Buyer. Seller, as an entity, is however responsible for their actual knowledge described above.

In the event any representation or warranty of Seller needs to be modified due to changes since the Effective Date, Seller shall deliver to Buyer a certificate, dated as of the Closing Date and executed on behalf of Seller identifying any representation or warranty which is not, or no longer is, true and correct and explaining the state of facts giving rise to the change. In no event shall Seller be liable to Buyer for, or be deemed to be in default hereunder by reason of, any breach of representation or warranty which results from any change that (i) occurs between the Effective Date and the Closing Date and is expressly permitted under the terms of this Agreement, or (ii) occurs between the Effective Date and the date of the Closing and is beyond the reasonable control of Seller to prevent; provided, however, that the occurrence of a change which is not

permitted hereunder or is beyond the reasonable control of Seller to prevent shall, if materially adverse to Buyer, constitute the non-fulfillment of the condition set forth in Section 4.1 (d). If, despite changes or other matters described in such certificate, the Closing occurs, Seller's representations and warranties set forth in this Agreement shall be deemed to have been modified by all statements made in such certificate. If Seller does not deliver the aforesaid certificate to Buyer, Seller's representations and warranties shall be deemed to have not been modified. If Seller delivers such certificate to Buyer, Buyer shall have the right to terminate this Agreement and the Deposit shall be refunded to Buyer if the Buyer in good faith believes that the matters specified in the certificate will have material impact on the use, operation or value of the Property.

The representations and warranties of Seller set forth in Section 7 hereof as updated as of the Closing in accordance with the terms of this Agreement, shall survive Closing for a period of twelve (12) months to a one year anniversary of the Closing Date (the "**Outside Date**"). No claim for a breach of any representation or warranty of Seller shall be actionable or payable if the breach in question results from or is based on a condition, state of facts or other matter which was known to Buyer prior to Closing. Seller shall have no liability to Buyer for a breach of any representation or warranty (a) unless the valid claims for all such breaches collectively aggregate more than Twenty Thousand Dollars (\$20,000), in which event the full amount of such valid claims shall be actionable, up to the Cap (as defined in this Section), and (b) unless written notice (the "**Breach Notice**") containing a description of the specific nature of such breach shall have been given by Buyer to Seller prior to Outside Date. Buyer agrees to first seek recovery under any relevant insurance policies owned by Buyer and Contracts prior to seeking recovery from Seller, and Seller shall not be liable to Buyer if Buyer's claim is satisfied from such insurance policies or Contracts; provided, however, that if Buyer has timely delivered to Seller a Breach Notice and has attempted to seek recovery under insurance policies and/or Contracts, as applicable, but has not obtained complete recovery prior to the Outside Date, and continues to seek such recovery after the Outside Date, then Buyer shall have the right to commence an action against Seller on or before the Outside Date notwithstanding its failure to obtain recovery under the insurance policies, service contracts and/or Leases, as applicable, prior to the Outside Date. As used herein, the term "Cap" shall mean the total aggregate amount of Five Hundred Thousand Dollars (\$500,000).

8. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

8.1 Authority. Buyer is a legal and valid entity of the State of Alaska in good standing, duly organized, validly existing and qualified and empowered to conduct its business, and has full power and authority to enter into and perform the terms of this Agreement. Neither the execution and delivery of this Agreement, nor its performance by Buyer, will violate or conflict with, or result in the breach of, or constitute any default under any contract, agreement, law, rule or regulation to which Buyer is a party or by which Buyer is bound. As of the Closing Date, Buyer will have taken all necessary action to enter into the transactions contemplated by this Agreement.

8.2 Insolvency. Buyer is not the subject debtor under any federal, state or local bankruptcy or insolvency proceeding, and there are no actions or proceedings pending or

threatened to liquidate, reorganize, place in bankruptcy or dissolve Buyer, and Buyer is contemplating no such action.

8.3 Enforceability. This Agreement is duly authorized and executed by Buyer, and this Agreement and all documents required to be executed by Buyer in connection herewith, are and shall be valid, legally binding obligations of Buyer, enforceable in accordance with their terms.

8.4 Proceedings. To Buyer's knowledge, no action, proceeding or investigation is pending or threatened against Buyer, before any court or governmental department, commission, board, agency or instrumentality that would affect its ability to carry out its obligations under this Agreement, including but, not limited to, that action filed by Alaska Building, Inc. against, among others, the Alaska Legislative Affairs Agency, in the Superior Court for the State of Alaska as Case No. 3AN-15-05969CI, and any claims arising in connection with the allegations made thereunder (the "**Pending Action**").

9. Risk of Loss. In the event any of the Property is damaged or destroyed prior to the Closing Date (other than Non-Material Damage defined below), or if condemnation proceedings are commenced that would materially affect the value or use of the Property, then Buyer shall have the right, at its election, to terminate this Agreement by delivery of notice of termination to Seller within fifteen (15) business days after having been given notice of such circumstance, whereupon Buyer and Seller shall instruct Title Company to return the Deposit to Buyer, and each shall be released from all obligations hereunder pertaining to the Property (other than the indemnification obligations set forth herein). In the event Buyer does not elect to terminate this Agreement within such time frame, this Agreement shall remain in full force and effect and, at Closing Seller shall assign to Buyer any proceeds of insurance or condemnation award. In the event any of the Property is damaged or destroyed prior to the Closing Date and such damage or destruction would cost less than \$100,000 to repair ("**Non-Material Damage**"), then this Agreement shall remain in full force and effect. In the event of Non-Material Damage, Buyer shall receive a credit against the Purchase Price equal to an amount reasonably determined by Seller and Buyer (after consultation with unaffiliated experts) to be the cost of repairing such damage or destruction, but in no event more than \$100,000.00, and Seller shall retain all right, title and interest in and to all proceeds of insurance on account of such damage or destruction.

10. Seller's Covenants Prior to Closing. From the Effective Date until Closing, Seller shall:

10.1 Insurance. Keep the Property insured under its current or comparable policies against fire and other hazards covered by extended coverage endorsement and commercial general liability insurance against claims for bodily injury, death and property damage occurring in, on or about the Property.

10.2 Maintenance/Operation. Operate and maintain the Property substantially in accordance with Seller's past practices with respect to the Property, normal wear and tear excepted; provided that in the event of any damage or destruction to the Property, Seller shall have an obligation to Buyer to repair or restore the Property to its pre-loss condition, subject to the terms of Section 9 above.

10.3 New Contracts. Until expiration of the Due Diligence Period, enter into only those Contracts which are necessary to carry out its obligations under Section 10.2 and promptly provide written notice thereof to Buyer, and unless Buyer, within three (3) business days thereafter, notifies Seller in writing of its intention to not assume such Contract, it shall be treated as a Contract approved by Buyer. After expiration of the Due Diligence Period, Seller shall not enter into any Contracts not terminable at Closing without Buyer's prior written consent.

10.4 Listing and Other Offers. After the Effective Date, Seller will not solicit or make or accept any offers to sell the Property, conduct a physical tour of the Property or enter into any contracts or agreements regarding any disposition of the Property, unless and until this Agreement is terminated, except Buyer hereby acknowledges that the Property is listed for sale with a real estate broker, information regarding the sale of the Property has been disseminated by such broker and Seller shall have no obligation to terminate such listing or withdraw such information provided the Seller and its employees and agents comply with the foregoing restrictions in this Section 10.4.

10.5 Encumbrances. Sellers shall not encumber the Property with any mortgages, deeds of trust or other encumbrances except as expressly permitted in this Section 10 without Buyer's consent.

11. Termination, Default and Remedies.

11.1 Default by Seller. Subject to the cure provisions in Section 11.3 below, Seller will be in default hereunder upon the occurrence of any of the following events:

(a) Seller fails to materially meet, comply with, or perform any covenant, agreement or obligation required on Seller's part within the time limits and in the manner required in this Agreement, for any reason other than a default by Buyer hereunder.

(b) Seller fails to deliver at the Closing any items required of Seller in Section 6.1 of this Agreement.

In the event of a default by Seller under this Section 11.1, Buyer shall be entitled, as its sole remedy, to either (i) terminate this Agreement by written notice delivered to Seller at or prior to the Closing Date and recover out of pocket third-party costs suffered by Buyer due to Seller's default in an amount not to exceed \$75,000 (it being agreed that all other damages and remedies are hereby waived by Buyer, except for attorneys' fees and costs), and the Deposit and any interest accrued thereon shall be refunded to Buyer, or (ii) seek to enforce specific performance of this Agreement by Seller, it being agreed that any damages and other remedies are hereby waived by Buyer, except for any claim for attorneys' fees and costs, related to Seller's obligations that survive Closing Date or termination of this Agreement, and to the extent Seller's actions render the remedy of specific performance unavailable. If the sale of the Property is not consummated due to Seller's default hereunder, Buyer shall be deemed to have elected to terminate this Agreement and receive back the Deposit if Buyer fails to file suit for specific performance against Seller in a court having jurisdiction in the municipality in which the

Property is located, on or before sixty (60) days following the date upon which Closing was to have occurred.

11.2 Default by Buyer. Subject to the cure provisions in Section 11.3 below, Buyer will be in default hereunder upon the occurrence of any of the following events:

(a) Buyer fails to materially meet, comply with, or perform any covenant, agreement or obligation required on Buyer's part within the time limits and in the manner required in this Agreement, for any reason other than a default by Seller hereunder.

(b) Buyer fails to deliver at the Closing any items required of Buyer in Section 6.2 of this Agreement.

In the event of a default by Buyer under this Section 11.2, this Agreement shall terminate and the Deposit and any interest accrued thereon shall immediately be paid over to Seller without any further action by either Party. Seller and Buyer agree that Seller's damages resulting from default by Buyer is impracticable or extremely difficult to ascertain. Accordingly, Seller and Buyer agree that the amount of the Deposit, and all interest accrued thereon (if any), is a reasonable estimate of such damages in the event of Buyer's failure to perform according to the provisions of this Agreement, and such payment is intended to be liquidated damages and not intended to be a forfeiture or penalty. The termination of this Agreement and retention of the Deposit, and all interest accrued thereon, will be the sole remedy available to Seller for breach or default by Buyer, and Buyer will not be liable for damages or specific performance. To the extent enforceable under Alaska law, the limitations contained in this section shall not apply to Buyer's liability for failing to deliver inspection reports as provided in Section 4.1(c) above, to Buyer's obligations that survive Closing Date or termination of this Agreement, or to any claim for attorney's fees and costs under this Agreement.

11.3 Cure Period. Notwithstanding the provisions of Section 11.1 and Section 11.2 above, no default by either Party hereto shall result in a termination or limitation of any rights of such Party hereunder unless and until the other Party shall have notified the defaulting Party in writing of said default, and (i) the defaulting Party shall have failed to cure said default within five (5) business days after the receipt of said written notice where the default is capable of being cured within five (5) business days, or (ii) if such Party immediately with due diligence, commences to cure, correct or remedy such default and thereafter diligently and continuously pursues such cure, correction or remedy to completion, where such default cannot be cured within five (5) days. Notwithstanding the foregoing, under no circumstance shall any cure period last longer than thirty (30) days.

12. Mutual Acknowledgement of Liability.

12.1 Liability of Seller. To the extent permitted hereunder (including as provided in Section 13) Seller shall be and remain liable to Buyer for actual damages (but not consequential, incidental or punitive damages) incurred by Buyer or for which Buyer bears responsibility as a result of any personal injury or property damage arising out of events occurring on the Property prior to or on the Closing Date except, in no event, shall Seller be

responsible for any repairs, maintenance, alterations or improvements to any Property Condition.

12.2 Liability of Buyer. To the extent permitted hereunder (including as provided in Section 13) Buyer shall be and remain liable to Seller, to the extent permitted by Alaska law, for actual damages (but not consequential, incidental or punitive damages) incurred by Seller (a) as a result of any personal injury or property damage arising out of events occurring after the Closing Date, or (b) in connection with or arising out of the Pending Action.

13. Survival. Except as otherwise provided herein and, with respect to the Buyer, except to the extent allowed by Alaska law, the terms, conditions and provisions in Section 5, Seller's representations and warranties set forth in Section 7, Buyers representations and warranties set forth in Section 8, and the mutual liability obligations set forth in Section 12 of this Agreement shall survive Closing and not merge into the Deed or other Closing Documents.

14. Brokers. Buyer and Seller hereby acknowledge that Seller is represented by Marc Dunne of Jack White Commercial Real Estate Services ("**Seller's Broker**"), and that Buyer is represented by Stuart Bond and Mark Filipenko of Bond Filipenko Commercial Properties, LLC ("**Buyer's Broker**" and together with Seller's Broker, the "**Brokers**"). Buyer and Seller acknowledge and agree that Seller's Broker is being paid pursuant to a separate agreement between Seller and Seller's Broker, and that Buyer's Broker is being paid pursuant to separate agreements between Seller's Broker and Buyer's Broker, and between Buyer and Buyer's Broker.

15. Miscellaneous.

15.1 Notices. Except as otherwise specifically provided in this Agreement, any notice, consent, request or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery to the party's address, (ii) confirmed delivery to the party's address by Federal Express or another overnight courier service, or (iii) transmission by facsimile or other electronic transmission during regular business hours at the receiver's location with confirmation of receipt provided to sender (if sent by email use of the "Request a Delivery Receipt" feature on the Options ribbon menu when sending an email using Microsoft Outlook, if that or a similar feature providing the sender a delivery receipt is then available), addressed as follows:

If to Seller before Closing: Wells Fargo Bank, N.A.
333 Market Street, 11th Flr.
San Francisco, CA 94105
MAC# A0109-112
Attn: Jeff Rader
Telephone No.: 415.894.3231
Facsimile No.: 415.894.3240
E-mail: rader@wellsfargo.com

With a copy to: Durgin Otterson Bruzzone LLP
1660 Olympic Blvd., Suite 210

Walnut Creek, CA 94596
Attn: Rick Bruzzone
Telephone No.: (925) 322-6142
Facsimile No.: (800) 948-5939
E-mail: Rick.Bruzzone@doblawyers.com

If to Seller after Closing: Wells Fargo CPG
Attn: Property Admin (BE #103207)
MAC D1116-L10
1525 West W.T. Harris Blvd.
Charlotte, NC 28262
F: 704.590.0436
E: PropertyAdmin@WellsFargo.com

If to Buyer: State of Alaska, Legislative Council
State Capitol, Room 3
Juneau, AK 99801-2918
Attention: Pam Varni
Telephone No.: (907) 465-3800
Facsimile No.: (907) 465-2918
E-mail: Pamela.Varni@akleg.gov

With a copy to: Stoel Rives, LLP
600 University Street, Suite 3600
Seattle, WA 98101
Attention: Gordon W. Tanner
Telephone No.: (206) 386-7695
Facsimile No.: (206) 386-7500
E-mail: gordon.tanner@stoel.com

or such other address as either party may from time to time specify in writing to the other. Any notice, consent, request or approval required or permitted to be given under this Agreement on the part of Seller may be given by its attorney identified above. Any notice, consent, request or approval required or permitted to be given under this Agreement on the part of Buyer may be given by its attorney identified above.

15.2 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

15.3 Assignment. Neither party shall have any right to transfer or assign this Agreement, and any transfer or assignment in violation hereof shall be null and void and of no force or effect.

15.4 Entire Agreement/Binding Effect. This Agreement and the exhibits hereto constitute the entire agreement between the Parties and supersede all prior agreements and understandings between the parties relating to the subject matter hereof. No provision hereof may be waived except in writing signed by the Party to be charged with such waiver. Any

amendment to this Agreement must be executed in writing by both Buyer and Seller. This Agreement shall not be construed more strongly against one Party than the other. The captions in this Agreement are for the convenience of the parties only and shall contain no independent significance. This Agreement shall be governed and construed in accordance with the laws of the State of Alaska. Nothing contained herein shall be construed or interpreted as creating a partnership, joint venture or similar relationship between the parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

15.5 Enforcement. In the event a dispute arises concerning the performance, meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute (as the court shall determine) shall pay any and all reasonable costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and attorneys' and experts' fees, whether or not such matter proceeds to judgment. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

15.6 Time of the Essence; Dates. Time is of the essence of this Agreement. If any of the dates specified in this Agreement shall fall on a Saturday, Sunday, or holiday, such date shall be deemed to have expired at 5:00 p.m. (Alaska Time) on the immediately preceding business day, notwithstanding anything to the contrary herein.

15.7 Severability. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect, so long as the essential purposes of the Agreement are not frustrated.

15.8 Intentionally Omitted.

15.9 Further Assurances. Each Party shall, whenever and as often as it shall be requested so to do by the other, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting Party, in order to carry out the intent and purpose of this Agreement (provided the same do not increase in any material respect the costs to, or liabilities or obligations of, such party in a manner not otherwise provided for herein).

15.10 Intentionally Omitted.

15.11 Counterparts. This Agreement may be executed in any number of counterparts (including electronic, digital or .pdf copies thereof), each of which will be deemed an original, but all of which taken together will constitute one and the same instrument, and delivered by facsimile or other electronic transmission.


15.12 Effectiveness. In no event shall any draft of this Agreement create any obligation or liability, it being understood that this Agreement shall be effective and binding only when a counterpart hereof has been executed and delivered by each party hereto.

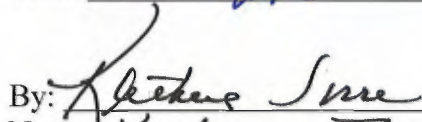
[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

SELLER:


WELLS FARGO BANK, N.A.

By: 
Name: JEFF DINER
Title: V.P.


By: 
Name: KATHERINE TORNE
Title: Assistant Vice President

BUYER:

STATE OF ALASKA, LEGISLATIVE COUNCIL

By: 
Name: Senator Gary Stevens
Title: Chairman & Procurement Officer

**CERTIFYING AUTHORITY:
STATE OF ALASKA LEGISLATIVE
AFFAIRS AGENCY:**

By: 
Name: Pamela A. Varni
Title: Executive Director