

**The Alaska Mental Health Trust Authority
Trust Land Office**

**CONTRACT FOR THE SALE OF
REAL PROPERTY**

Record this document in the
Choose an item. Recording District

MHT #

THIS CONTRACT FOR THE SALE OF REAL PROPERTY (Agreement) is made effective as of Month Day, 2015, by and among **THE ALASKA MENTAL HEALTH TRUST AUTHORITY** (Trust Authority), a public corporation within the Alaska Department of Revenue (AS 47.30.011 et seq.), as trustee for the Alaska Mental Health Trust pursuant to Alaska Statutes Chapter 37.14, acting by and through the State of Alaska, Department of Natural Resources, The Trust Land Office (TLO), whose address is 2600 Cordova Street, Suite 100, Anchorage, Alaska 99503, pursuant to AS 37.14.009, AS 38.05.801 and 11 AAC 99 (The Trust Authority is referred to as Seller), and Purchaser Name(s) (Purchaser), whose address is Purchaser Address.

AGREEMENT

The Seller and the Purchaser agree as follows:

1. **Grant.** This Agreement is issued under the authority of 11 AAC 99 and AS 38.05.801. The Seller agrees, upon receipt of the total Purchase Price plus interest specified in Section 3 of this Agreement, and upon satisfactory performance of all the terms and conditions required of the Purchaser in this Agreement, to execute and deliver to the Purchaser a quitclaim deed conveying the Seller's interest in the following described parcel (Parcel), subject to any conditions or reservations described in this Agreement:

Located in Section #, Township # North/South, Range # East/West, Choose an item. Meridian, Alaska and more particularly described:

Lot # in Block # of Alaska State Land Survey No. ##-###, Name Subdivision, containing ##.## Acres, more or less, according to the survey plat filed in the Choose an item. Recording District on date as Plat XX-XX.

Reservation of Rights. Conveyance of the Parcel to the Purchaser will be subject to all existing rights, including easements, rights of way, reservations, covenants and other

interests in the Parcel, validly existing on the date of this Agreement (or arising hereafter through the actions of or with the consent of Purchaser), and to all reservations required by law, including the following under AS 38.05.125:

Seller hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, all oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils of every name, kind or description, and which may be in or upon said land above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils, and it also hereby expressly saves and reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right to enter by itself, its or their agents, attorneys, and servants upon said land, or any part or parts thereof, at any and all times for the purpose of opening, developing, drilling, and working mines or wells on these or other land and taking out and removing therefrom all such oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, pipelines, power lines, and railroads, sink such shafts, drill such wells, remove such soil, and to remain on said land or any part thereof for the foregoing purposes and to occupy as much of said land as may be necessary or convenient for such purposes hereby expressly reserving to itself, its lessees, successors, and assigns, as aforesaid, generally all rights and power in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the Parcel and rights hereby expressly reserved.

2. **Purchase Price.**

- a. The Purchaser agrees to purchase the above described Parcel for the bid price of \$XX.XX (Purchase Price), plus interest. A deposit in the amount of \$XX.XX, has been received by the Seller, leaving a principal balance owed of \$XX.XX. The balance of the total Purchase Price shall be paid in equal ~~Choose an item.~~ installment payments (Payment), including interest accruing on the unpaid balance of the Purchase Price at the fixed rate of TYPE INTEREST RATE HERE% per annum. Late fees shall be assessed in accordance with Paragraph 4, below. Interest shall be calculated on the basis of a 365-day year. **Payments are due without notification from the Seller.**

Choose only one payment option of annual, quarterly or monthly payment:

Annual payment option:

The balance of the Purchase Price shall be paid with interest in equal **Annual** Payments of \$XX.XX beginning on Month Day, Year, and continuing on the same day of each year thereafter, without setoff or deduction, until the entire Purchase Price,

plus accrued interest and late fees, has been paid in full. If all payments are made when due, the final payment will be \$_____, paid on _____. Notwithstanding anything herein to the contrary, the entire remaining balance of the Purchase Price, all unpaid interest accrued thereon, and all other amounts owing hereunder, shall be due and payable on or before Type Maturity Month Day, Year.

Quarterly payment option:

The balance of the Purchase Price shall be paid with interest in equal **Quarterly** Payments of **\$XX.XX** beginning on Month Day, Year, and continuing on the like day of every third month thereafter, without setoff or deduction, until the entire Purchase Price, plus accrued interest and late fees, has been paid in full. If all payments are made when due, the final payment will be \$_____, paid on _____.

Notwithstanding anything herein to the contrary, the entire remaining balance of the Purchase Price, all unpaid interest accrued thereon, and all other amounts owing hereunder, shall be due and payable on or before Type Maturity Month Day, Year.

Monthly payment option:

The balance of the Purchase Price shall be paid with interest in equal **Monthly** Payments of **\$XX.XX** beginning on Month Day, Year, and continuing on the like day of every month thereafter, without setoff or deduction, until the entire Purchase Price, plus accrued interest as late fees, has been paid in full. If all payments are made when due, the final payment will be \$_____, paid on _____. Notwithstanding anything herein to the contrary, the entire remaining balance of the Purchase Price, all unpaid interest accrued thereon, and all other amounts owing hereunder, shall be due and payable on or before Type Maturity Month Day, Year.

- b. The Purchaser may, without penalty, pay all or a portion of the amount owed earlier than it is due. Early Payments will not, unless agreed to by the Seller in writing, relieve the Purchaser of the obligation to continue to make Payments under the payment schedule in the full amount of each scheduled installment until the entire remaining balance of the Purchase Price, all unpaid interest accrued thereon, and all other amounts owing hereunder have been paid in full. Payment in full of the total Purchase Price in advance of the maturity date shall entitle the Purchaser to receive a quitclaim deed to the Parcel only if all other covenants and conditions of this Agreement, or otherwise required by law, have been complied with in full.
- c. The Purchaser shall be responsible for and shall pay all utilities used at the Parcel, and all taxes and assessments accruing in relation to the Parcel, if any, subsequent to the date of this Agreement. If Purchaser shall fail to pay any such amounts, Seller may at its option advance such amounts, in which case such advances shall be payable upon demand by Seller to the Purchaser and shall bear interest from the date of each advance until paid, at the interest rate applicable to the Purchase Price as set forth in Section 2 of this Agreement.

3. Payment Method.

- a. All payments due to the Seller under this Agreement must reference the MHT No. 9XXXXXX and shall be tendered to the Seller at:

Alaska Mental Health Trust Land Office
2600 Cordova Street, Suite 100
Anchorage, Alaska 99503

or to a depository designated by the Seller upon thirty (30) day notice to the Purchaser. Credit card payments may be submitted by calling Financial Services, Department of Natural Resources, during business hours at (907) 269-8684.

- b. Unless otherwise agreed by the Seller or required by applicable law, payments will be applied first to any unpaid collection costs and any late charges or other amounts payable under this Agreement (other than interest and the Purchase Price), including but not limited to advances the Seller may have made for attorneys' fees or for taxes, assessments, or other charges on the Parcel, then to any unpaid interest, and any remaining amount to the outstanding balance of the Purchase Price.

4. **Late Payment Fees.**

- a. A 10-day grace period after the due date is allowed on all installment payments for the purchase of land. Thereafter a late fee of \$50 will be assessed for each late Payment of less than or equal to \$1000. For each late Payment that is greater than \$1000, a 5% late fee shall be assessed. The late fee shall be due and payable immediately and without further notice. Acceptance of a late Payment or of a late fee for a late Payment is not a waiver of any of the Seller's rights under this Agreement.
- b. A returned check fee as provided in 11 AAC 05.010 will be assessed for any check on which the bank refuses payment. If the bank refuses payment, the Purchaser will be notified and the Purchaser may be in default until payment is satisfied.
- c. The Purchaser agrees that all fees are earned fully as of the date of the Agreement and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law.
- d. The Purchaser agrees not to send the Seller Payments marked "paid in full", "without recourse", or similar language. If the Purchaser sends such a Payment, the Seller may accept it without losing any of the Seller's rights under this Agreement, and Purchaser will remain obligated to pay any further amount owed to Seller.

5. **Representations and Warranties.**

- a. Purchaser acknowledges that before entering into this Agreement Purchaser was given the opportunity to make its own inspection and investigation of the physical, environmental, economic and legal condition of the Parcel, including, without limitation, the soil conditions, water drainage, access, natural or artificial hazards that may exist, the appropriateness of land classification, cloud of title, or the profitability or fitness of the Parcel for any use. Purchaser further acknowledges that Purchaser has inspected and investigated the Parcel, or has voluntarily declined to do so, and has independently determined that the Parcel is suitable for Purchaser's intended use, or has declined to do so, and that Purchaser has not received from Seller any accounting, tax, legal, development planning, environmental, architectural, engineering,

management or other advice with respect to this transaction and is relying solely upon the advice of its own advisors. Purchaser acknowledges and agrees that neither Seller nor anyone acting on Seller's behalf is making or has at any time made any warranties or representations of any kind or character, express or implied, with respect to the Parcel, including but not limited to any warranties or representations as to habitability, merchantability or fitness for a particular purpose or as to the physical, structural or environmental condition of the Parcel or its compliance with laws. The Seller also makes no representations or warranty that it will construct or maintain access to the Parcel. Purchaser acknowledges and agrees that upon full performance of Purchaser's obligations under this Agreement, Seller shall convey to Purchaser and Purchaser shall accept the Parcel "AS IS, WHERE IS, WITH ALL FAULTS." Purchaser has not relied and will not rely on, and Seller is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining to the Parcel or relating thereto (including specifically, without limitation, any offering memorandum or offering package distributed with respect to the Parcel) made or furnished by Seller, the managers of the Parcel, or any agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing, unless specifically set forth in this Agreement or in the deed or any other document delivered by Seller to Purchaser at closing. Purchaser also acknowledges that the Purchase Price reflects and takes into account that the Parcel is being sold "AS IS, WHERE IS, WITH ALL FAULTS." The provisions of the paragraph shall survive conveyance of the Parcel and any termination of this Agreement.

- b. The Purchaser further represents and warrants that:
 - i. It has the capacity to enter into and perform the obligations under this Agreement and all transactions contemplated herein, and all corporate and other actions required to authorize it to enter into and perform this Agreement have been properly taken;
 - ii. It will not breach any other agreement or violate any law or regulation by entering into or performing this Agreement;
 - iii. It has read and is familiar with the obligations of this Agreement, that all operations will be conducted in strict compliance with this Agreement and that it has notified all of its agents, employees and contractors similarly; and
 - iv. This Agreement has been duly executed and delivered by it and is valid and binding upon it in accordance with the terms, including the representations and warranties set forth herein.
 - v. Purchaser understands that this Agreement does not give Purchaser legal title to the Parcel, and Purchaser will not receive legal title to the Parcel unless and until all obligations under this Agreement have been fulfilled.
- c. The representations, warranties and indemnities of both parties shall survive the termination of this Agreement, unless otherwise provided under this Agreement.

6. **Compliance with Statutes and Regulations.** This Agreement is subject to all applicable local, state and federal statutes and regulations in effect on the date of this Agreement, and to all such statutes and regulations placed in effect after the Effective Date, except those that are inconsistent with AS 38.05.801 and the Alaska Mental Health Enabling Act of 1956, P.L. 84-830, 70 Stat. 709. A reference to a statute or regulation in this Agreement includes any subsequent change in that statute or regulation whether by amendment, repeal or replacement and any successor statute or regulation. All references to specific governmental agencies made herein include any successor agency or different agency which may assume the duties or jurisdiction of the referenced agency. In case of conflicting provisions, the applicable statutes, regulations, and ordinances take precedence over this Agreement. The Seller is not responsible to act as a regulatory agency for any operations undertaken by the Purchaser.
7. **Use of Parcel.** The Purchaser shall use and occupy the Parcel, and shall cause any others to use and occupancy of the Parcel, in compliance with all applicable laws, regulations, ordinances, and orders that a public authority has put into effect or may put into effect, including those of a building or zoning authority and those relating to pollution and sanitation control. The Purchaser shall not permit any unlawful occupation, business, or trade or other activity to be conducted on the Parcel. The Purchaser shall properly locate all activities and improvements on the Parcel, and may not commit waste of the Parcel. The Purchaser shall maintain and repair the Parcel including improvements in a reasonably neat and clean condition, and shall take all necessary precautions to prevent or suppress grass, brush, or forest fires, and to prevent erosion, deterioration, or destruction of the land or improvements. Except as reasonably necessary for development of the Parcel as approved by Seller and in a manner consistent with this Agreement, during the term of this Agreement, the **Purchaser may not sell or remove from the Parcel any timber, stone, gravel, peat moss, topsoil, or any other material.**
8. **Environmental.**
- a. If the presence of any Hazardous Material caused or permitted by the Purchaser or any other person after the date of this Agreement results in any contamination of the lands or resources subject to this Agreement, the Purchaser shall, in a manner consistent with applicable law and to the satisfaction of any governmental agency having jurisdiction over the matter, and at its sole expense, promptly take all actions as are necessary to return the lands and resources subject to this Agreement to the condition existing prior to the introduction of any such Hazardous Material. The term “Hazardous Material” means hazardous substances or materials (as defined in Alaska Statutes 46.03.826 and 46.08.900 and in 42 U.S.C.A. § 9601-9657 (CERCLA) and in 40 C.F.R. U.S.C. § 302, as such statutes and regulations may be amended from time to time) and any hazardous and toxic substance, material or waste which is or becomes regulated by any governmental authority. “Hazardous Substance” includes hydrocarbon fuels such as diesel oil and gasoline, and lubricating oil. The duties

imposed on the Purchaser under this section shall survive termination, surrender and assignment of this Agreement.

- b. Any unauthorized discharges of a Hazardous Substance must be immediately reported to the Alaska Department of Environmental Conservation (ADEC), Spill Response Center and to the Seller.
- c. Until satisfactory performance of all the covenants and conditions required of the Purchaser in this Agreement, the Purchaser shall take all responsible precautions to prevent and suppress fires. All fires and explosions must also be immediately reported to the appropriate emergency response entities in the vicinity of the authorized use area, and to the Seller.

9. **Assignment of Parcel.**

- a. This Agreement or an interest in the Agreement may not be assigned or otherwise transferred to any person(s) except upon the prior written consent of the Seller, which consent may be withheld in Seller's absolute discretion. The Seller reserves the right to reject any proposed assignment and reserves the right to make substantive changes to the sale contract as a condition of approving an assignment. Any transfer of any of the Purchaser's interest in this Agreement is not effective unless approved by the Executive Director of The Trust Land Office, Department of Natural Resources, State of Alaska, or their designee, on a form designated by the Executive Director. Any attempt to assign or otherwise transfer any of the Purchaser's interest under this Agreement without the consent of Seller is void. Unless expressly provided by the Seller, an approved assignment or transfer of an interest does not relieve the Purchaser of any obligations or liability under this Agreement. **The Parcel may not be subdivided during the term of this Agreement.**
- b. The Seller will deliver a copy of any such notice or demand to each holder of a collateral assignment of the Parcel that has been approved by the Seller under Section 9 of this Agreement. Any collateral assignment not approved as provided in Section 9 is invalid and therefore, does not require notice by the Seller.

10. **Inspection by Seller.** The lands subject to this Agreement shall be open to inspection by the Seller, or its authorized representative, at reasonable times with advanced written notice. The Seller may, in its discretion, charge the Purchaser with the inspection costs permissible under 11 AAC 05.010, including a reasonable inspection fee, reimbursement for Seller time involved, and/or other associated costs.

11. **Acquisition of Rights or Interests.** Any right or interest acquired during the term of this Agreement and accruing to the benefit of the Parcel, including water rights, will remain appurtenant to the Parcel and may not be severed or transferred from the Parcel without the prior written approval of the Seller. In the event of termination or forfeiture of this Agreement, any such right or interest will vest in the Seller, and Purchaser agrees to take whatever action may be required to ensure such vesting.

12. **Waiver or Forbearance.** The receipt of compensation by the Seller, with or without knowledge of any default on the part of the Purchaser, is not a waiver of any provision of this Agreement. No delay or omission by the Seller to exercise any right or power accruing upon any noncompliance or default by the Purchaser with respect to any of the terms hereof shall impair any such right or power, or be construed to be a waiver thereof. Subject to the terms of this section, every such right and power may be exercised at any time during the continuance of such default, individually or cumulatively. It is further agreed that a waiver by the Seller of any of the covenants and agreements hereof to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenants or agreements herein contained.
13. **Default, Termination, and Remedies.**
- a. If the Purchaser defaults in complying with the terms this Agreement, the Seller will send a written Notice of Default by certified mail, return receipt requested, to the address of record of the Purchaser.
 - i. A default caused by the failure to make payments required by the Agreement may be cured within 30 days after the Notice of Default has been sent to Purchaser, by payment of the sum in default together with all late fees (see Section 4).
 - ii. If there are material facts in dispute between the Seller and the Purchaser, the Purchaser may submit a written response for review by the Seller's Executive Director (Executive Director) of material facts to be considered, within 30 days after the Notice of Default was received.
 - b. The Executive Director may issue a Decision to Terminate the Agreement at any time after the 31st day after transmission of the written Notice of Default to the Purchaser.
 - i. The Executive Director shall issue a decision terminating the Agreement based on the administrative record and the material facts (if any) presented by the Purchaser. The obligation to make payments under the Agreement shall continue through the date of the Decision to Terminate.
 - ii. The Decision to Terminate shall be delivered in person or transmitted by certified mail, return receipt requested, to the address of record of the Purchaser.
 - iii. If the Decision to Terminate is based on a failure to make Payments required by the Agreement, the Decision to Terminate shall include a notice to the Purchaser that if, within 30 days from transmission of the Decision to Terminate, the Purchaser pays to the Seller the full amount of the unpaid Purchase Price, plus all accrued interest and any fees assessed under Sections 2 and 4, and all other terms and conditions of this Agreement have been met, then Seller will convey title to Purchaser as otherwise provided herein.
 - iv. If full payment is not made within 30 days of the transmission of the Decision to Terminate, or if the breach is for other than failure to make payment, the Decision to Terminate terminates all legal and equitable rights the Purchaser has in the land on the 31st day after the Decision to Terminate was transmitted,

unless Purchaser files a request for reconsideration as provided in clause c. below.

- c. The Purchaser may request, in writing, reconsideration of the Executive Director's decision within 20 days from receipt of the Decision to Terminate. The Executive Director shall order or deny reconsideration within 20 days after receiving the request for reconsideration. If the Executive Director takes no action during the 20-day period following receipt of the request, the request is considered denied.
 - d. Denial or a decision upon reconsideration by the Executive Director is the final agency action, and may be appealed to Superior Court under 11 AAC 99.060(a) and AS 44.62.560. Before an appeal under [AS 44.62.560](#) or other applicable law may be taken, the Purchaser must first have requested reconsideration.
 - e. If a Default by Purchaser occurs under this Agreement, the Seller, shall be entitled, after the cure periods set forth above have expired:
 - i. to recover any and all damages including incidental and consequential damages and the full actual amount of all costs and/or fees, including attorneys' fees, reasonably incurred;
 - ii. to terminate this Agreement; and
 - iii. to pursue any and all remedies in addition or cumulative to alternatives to the foregoing available at law or in equity and this agreement.
14. **Surrender.** With the written consent of the Seller, the Purchaser may file with the Seller a written surrender of all rights under this Agreement. That surrender will be effective as of the date the seller, in writing consents with the surrender. The Seller may, elect to refuse to accept a surrender and instead enforce the Purchaser's obligations under this Agreement, including without limitation the Purchaser's obligations to pay the balance of the Purchase Price and all other amounts owing hereunder, including interest at the rate applicable under this Agreement.
15. **Rights upon Termination or Surrender.**
- a. Upon termination or surrender of this Agreement, the Purchaser shall, within 30 days, remove from the Property all improvements or personal property placed in, on or under the Property by the Purchaser. Upon the termination or surrender of such period and at the option of the Seller, improvements or personal property that the Purchaser has not removed from the Property may be removed or sold by the Seller at Purchaser's expense. The actual expenses of such removal, including compensation for the Seller's time involved relating to the removal, may be recovered at the Seller's discretion from the performance deposit (if any), the proceeds of any sale of such equipment, and/or any other sources available to the Seller at law or in equity. Alternatively, such improvements or personal property that the Purchaser has not removed from the Parcel shall, at the option of the Seller, become the property of the Seller. Only with the written consent of the Seller may the purchaser remove any improvements or personal property that would materially damage the property.

- b. If the Parcel is surrendered or terminated all payments made by the Purchaser shall be retained by the Seller as rental income for use of the Parcel during the term of this Agreement. Termination does not extinguish the Purchaser's obligation for missed Payments, late payment fees, and accrued interest. Payments owed but not collected may be submitted to the credit reporting bureaus.
 - c. The Seller is not liable for any expenditure made or undertaken by the Purchaser to pertaining to the property or to comply or cure any default of this Agreement.
 - d. Upon the termination or surrender of this Agreement, the Purchaser shall peacefully quit the premises, leave and deliver up property in as good a condition as was in effect at the commencement of this Agreement, excepting reasonable wear and tear associated with use for intended and approved purposes. The Purchaser shall return the premises to the Seller free and clear of all liens and encumbrances arising by, through or undertaken by the Purchaser, its agents or subcontractors.
 - e. If this Agreement is terminated or surrendered, the Seller may immediately enter or reenter, and take possession of the Property. Any entry, reentry, possession, repossession, or dispossession by the Seller, whether taken with or without judicial action, does not absolve, relieve, release, or discharge the Purchaser, either in whole or in part, of any liability under the Agreement. The Purchaser shall be liable for any deficiency, and for all reasonable and justifiable costs, expenses, and fees incurred by the Seller arising out of the termination or surrender, including the Seller's efforts to re-sell the Property. It is specifically agreed that no judicial action shall be necessary to terminate this Agreement or to allow the Seller to retake possession of the lands subject to this Agreement.
 - f. The representations and warranties of both parties shall survive the termination of this Agreement, unless otherwise provided under this Agreement.
16. **Risk of Loss;** Purchaser shall bear the full risk of loss with respect to the Parcel from and after the date of this Agreement, and in the event of loss or damage to, or condemnation of, the Parcel or any portion. The Seller shall not be responsible for any defect, change of condition, or damage to the Property caused by a natural disaster or from an Act of God. In the event of a natural disaster or Act of God, which renders all, or a portion of the Property unusable, the Seller will not be obligated to take any actions to provide for continued occupancy by the Purchaser as to the affected portion of the Property. The Purchaser will remain responsible for compliance with this Agreement, subject to reasonable consideration of the consequences of a natural disaster or Act of God to the Property. In the event of a full or partial condemnation of the property the Seller is entitled to the condemnation award for the remaining amount owned on the contract including missed Payments, late payment fees, and accrued interest.
17. **Indemnity to Seller.** The Purchaser shall indemnify, defend, and hold the Seller and the Seller's agents harmless from and against all claims, demands, judgments, damages, liabilities, penalties, and costs, including attorneys' fees (including the cost of attorneys employed by the State of Alaska), for loss or damage, including but not limited to property damage, personal injury, wrongful death, and wage, employment, or worker's

compensation claims, arising out of or in connection with the use or occupancy of the Parcel by the Purchaser or by any other person holding under the Purchaser, or at the Purchaser's sufferance or invitation; and from any accident or fire on the Parcel; and from any nuisance made or suffered on the Parcel; and from any failure by the Purchaser to keep the Parcel in a safe and lawful condition consistent with applicable laws, regulations, ordinances, or orders; and from any assignment, lease, or conveyance, attempted or successful, by the Purchaser of all or any portion of the Parcel or interest therein contrary to the covenants and conditions of this Agreement. The Purchaser holds all goods, materials, furniture, fixtures, equipment, machinery, and other property whatsoever on the Parcel at the sole risk of the Purchaser, and shall defend, indemnify and hold the Seller harmless from any claim of loss or damage by any cause whatsoever, including claims by third parties.

18. **Notices.**

- a. Any notices required under this Agreement shall be in writing and shall be deemed given if personally delivered, or upon confirmation of successful transmission if sent via facsimile to the Seller's or the Purchaser's facsimile number set forth in this Agreement, or if deposited in Certified Mail, return receipt requested, addressed as set forth in this Agreement. Either the Seller or the Purchaser may change its facsimile number or notice address by effective written notice given to the other party.

To the Seller:

The Trust Land Office
2600 Cordova Street, Suite 100
Anchorage, Alaska 99503
Phone No.: (907) 269-8658
Fax No.: (907) 269-8905
Attention: Executive Director

To the Purchaser:

PURCHASER NAME(S)
Purchaser Address
City, State Zip
Phone No.: #
Fax No.: #
Attention: #

- b. Any notice or demand regarding this Agreement must be in writing and will be complete if delivered as set out above.

19. **Amendments or Modification.** This Agreement may be modified or amended only by a document signed by both parties hereto, which postdates the date of this Agreement, specifically states the terms of the modification or amendment, and refers to the MHT No. 9XXXXXX.

20. **Governing Law.** This Agreement, respective rights, and obligations shall be construed and interpreted as a contract under the laws of the State of Alaska. This Agreement shall be interpreted so as to carry forward the intent of the Alaska Mental Health Act of 1956, P.L. 84-830 70 Stat. 709 and AS 38.05.801 et seq. and promulgated regulations. The laws of the State of Alaska shall apply in any legal action arising out of or related to this Agreement. The jurisdiction and venue of such legal action shall lie exclusively with the courts for the Third Judicial District for the State of Alaska, at Anchorage, Alaska.
21. **Severability of Clauses of Sale Agreement.** If any clause or provision of this Agreement is determined illegal, invalid, or unenforceable, in a final judicial proceeding by a court of competent jurisdiction, then the remainder of this Agreement will not be affected, and the Agreement shall be automatically reformed to carry out the intent of the Seller and the Purchaser without regard for such clause or provision, if possible.
22. **Binding Effect.** The Seller and the Purchaser agree that this Agreement, including all attachments and documents that are incorporated in this Agreement by reference, contains the entire Agreement between the parties, and each of the covenants and conditions in this Agreement including any attachments will be binding upon the parties and upon their respective heirs, administrators, successors, and permitted assigns. Any amendment to this Agreement must be executed in writing by the Seller and the Purchaser. This Agreement shall not be construed more strongly against one party than the other.
23. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement, notwithstanding the fact that all parties are not signatories to the same counterpart.
24. **Trust Land Office.** The TLO is executing this Agreement as agent for the Alaska Mental Health Trust Authority, a public corporation within the Alaska Department of Revenue under AS 47.30.011 et seq. Neither the TLO nor The Trust Authority undertakes any responsibility to act as a regulator as to this Agreement, or as to any operations of the Purchaser. The Purchaser is solely responsible to conduct itself in all respects in conformance with the regulations of the state and federal regulatory authorities having jurisdiction over Purchaser and its activities under this Agreement.
25. **Attorneys' Fees.** If any attorney is engaged by the Seller to enforce or defend any provision of this Agreement, or as a consequence of any default by the Purchaser hereunder, with or without the filing of any legal action or proceeding, and including, without limitation, for the purposes of participating in any bankruptcy proceeding of the Purchaser, then the Purchaser shall immediately pay to the Seller, upon demand, the amount of all attorneys' fees (including the costs of attorneys employed by the State of

Alaska) and expenses and all costs incurred by the Seller in connection therewith, together with interest thereon from the date of such demand until paid at the rate of interest specified in Section 2(a) of this Agreement.

By signing this Agreement, the Seller and the Purchaser agree to be bound by its provisions as of the date first listed above.

PURCHASER: **Purchaser Name 1**

By: _____
Purchaser Name 1
TITLE

PURCHASER: **Purchaser Name 2**

By: _____
Purchaser Name 2
TITLE

SELLER: **ALASKA MENTAL HEALTH TRUST AUTHORITY**

By: _____
Executive Director, Trust Land Office

STATE OF ALASKA)
)ss:
Third Judicial District)

This is to certify that on this _____ day of _____, 2015, personally appeared _____, the Executive Director of the Trust Land Office, and who acknowledged to me that he executed the foregoing instrument, on behalf of The Trust Land Office, as agent for the Alaska Mental Health Trust Authority, freely and voluntarily and for the purposes therein stated.

NOTARY PUBLIC in and for Alaska
My Commission Expires with office.

Purchaser Name Company Purchaser (Company)
STATE OF ALASKA)
)ss:
Third Judicial District)

This is to certify that on this _____ day of _____, 2015, before me personally appeared Purchaser Name, Purchaser Title of Purchaser Name Company, known to me to be the person named and who acknowledged to me that he/she executed the foregoing instrument in the above stated capacity on behalf of the said Choose an item, freely and voluntarily and for the purposes therein stated.

NOTARY PUBLIC in and for Alaska
My Commission Expires: _____

Purchaser Name 1 Purchaser
STATE OF ALASKA)
)ss:
Third Judicial District)

This is to certify that on this _____ day of _____, 2015, before me personally appeared Purchaser Name 1, known to me to be the person named that executed the foregoing instrument, and acknowledged to me that he/she executed the same freely and voluntarily and for the purposes therein stated.

NOTARY PUBLIC in and for Alaska
My Commission Expires: _____

Purchaser Name 2 Purchaser)
STATE OF ALASKA)
Third Judicial District)

This is to certify that on this _____ day of _____, 2015, before me personally appeared Purchaser Name 2, known to me to be the person named that executed the foregoing instrument, and acknowledged to me that he/she executed the same freely and voluntarily and for the purposes therein stated.

NOTARY PUBLIC in and for Alaska
My Commission Expires: _____

AFTER RECORDING, RETURN DOCUMENTS TO:

ORIGINAL TO:
The Trust Land Office
2600 Cordova Street, Suite 100
Anchorage, AK 99503

CERTIFIED COPY TO:
Purchaser Name(s)
Purchaser Address
City, State Zip

Official State Business – NO CHARGE