stewart title®

Property Profile Report

06/16/2026

9477 W Como Circle, Wasilla, AK 99623

Purported owner of Record: Sumner Company

Prepared by:

Erin Hodgson

Stewart Title of Fairbanks

714 Gaffney Rd

Fairbanks, AK 99701

(907) 631-4861

alaskacs@stewart.com

Prepared for:

Anita Sells Alaska

Report Provided by:

Stewart Title of Fairbanks

714 Gaffney Rd

Fairbanks, AK 99701

(907) 456-3474

www.stewart.com/fairbanks

- [x] Tax Report
- [ ] BEES Certificate
- [ ] Summary of Bldg Insp
- [x] Vesting Deed
- [x] Deed of Trust
- [x] CC&R's
- [x] Plat Map
- [x] No As-Built
- [ ] As-Built Attached
- [ ] As-Built Requested/Will forward if rcvd
- [ ] Other
- [ ] Notice of Default

Disclaimer

MATANUSKA-SUSITNA BOROUGH

Real Property Detail for Account: 58674B02L003

Site Information

Account Number	58674B02L003	Subdivision	BELLA RDG PH 1
Parcel ID	547585	City	None
TRS	S17N02W17	Map HO10	Tax Map
Abbreviated Description (Not for Conveyance)	BELLA RDG PH 1 BLOCK 2 LOT 3		
Site Address	9477 W Como Cir		

Ownership

Owners	SUMNER COMPANY	Buyers	
Primary Owner's Address	PO BOX 872992 WASILLA AK 99687-2992	Primary Buyer's Address	

Appraisal Information

Year	Land Appraised	Bldg. Appraised	Total Appraised
2026	$42,600.00	$0.00	$42,600.00

Assessment

Year	Land Assessed	Bldg. Assessed	Total Assessed[1]
2026	$42,600.00	$0.00	$42,600.00

Building Information

Building Item Details

Building Number	Description	Area	Percent Complete

Tax/Billing Information

Year	Certified	Zone	Mill	Tax Billed
2026	Yes	0038	::	::

Recorded Documents

Date	Type	Recording Info (offsite link to DNR)
11/7/2025	WARRANTY DEED (ALL TYPES)	Palmer 2025-023050-0

Tax Account Status [2]

Status	Tax Balance	Farm	Disabled Veteran	Senior	Total [3]	LID Exists
		$0.00	$0.00	$0.00	$0.00	No

Land and Miscellaneous

Gross Acreage	Taxable Acreage	Assembly District	Precinct	Fire Service Area	Road Service Area
2.06	2.06	Assembly District 005	26-360	136 WEST LAKES FSA	027 Meadow Lakes RSA

[1] Total Assessed is net of exemptions and deferments.rest, penalties, and other charges posted after Last Update Date are not reflected in balances.
[2] If account is in foreclosure, payment must be in certified funds.
[3] If you reside within the city limits of Palmer or Houston, your exemption amount may be different.

Last Updated: 6/16/2026 3:00:00 PM

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2025-023050-0

Recording Dist: 311 - Palmer
11/7/2025 03:31 PM Pages: 1 of 2

File for Record at Request of:
First American Title Insurance Company

AFTER RECORDING MAIL TO:

Name: **Sumner Company**
Address: **PO BOX 872992**
Wasilla, AK 99687

File No.: **0281-4318317 (NC)**

STATUTORY WARRANTY DEED

THE GRANTOR, **Basis Alaska, LLC, an Alaska limited liability company**, whose mailing address is **3225 McLeod Drive Suite 100, Las Vegas, NV 89121**, for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION,** in hand paid, conveys and warrants to **Sumner Company, an Alaska corporation**, residing at **PO BOX 872992, Wasilla, AK 99687,** the following described real estate, situated in the **Palmer** Recording District, **Third** Judicial District, State of **Alaska:**

Lot 15 Block 1, and Lots 3 and 5 Block 2, BELLA RIDGE PHASE 1, according to the official plat thereof, filed under Plat Number 2025-131, Records of the Palmer Recording District, Third Judicial District, State of Alaska.

SUBJECT TO reservations, exceptions, easements, covenants, conditions and restrictions of record, if any.

Dated: October 16, 2025.

Basis Alaska, LLC, an Alaska limited liability company

By: ______________________________
Name: Anita Raubeson
Title: Managing Member

STATE OF Alaska)
) ss.
Third Judicial District)

THIS IS TO CERTIFY that on this 16th **day of October, 2025**, before me the undersigned Notary Public, personally appeared **Anita Raubeson ,** known to me and to me known to be the **Managing Member** of the limited liability company that executed the within instrument and known to me to be the person who executed the within instrument on behalf of **Basis Alaska, LLC**, the limited liability company therein named and acknowledged to me that such limited liability company executed the same pursuant to Articles of Organization and Operating Agreement.

WITNESS my hand and official seal.

Natasha Crothers
Notary Public in and for Alaska
My commission expires 5/23/27

OFFICIAL SEAL
Natasha Crothers
Notary Public-State of Alaska
My Comm. Expires: 05/23/2027

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2026-005939-0

Recording Dist: 311 - Palmer
4/6/2026 01:23 PM Pages: 1 of 14

RECORDATION
REQUESTED BY:
Northrim Bank
Wasilla Financial
Center
P.O Box 241489
Anchorage, AK
99524

WHEN RECORDED MAIL
TO:
Northrim Bank
Wasilla Financial
Center
P.O Box 241489
Anchorage, AK
99524

95550 TDA/ ATGA FOR RECORDER'S USE ONLY

CONSTRUCTION DEED OF TRUST

THIS DEED OF TRUST is dated April 3, 2026, among SUMNER COMPANY, an Alaska Corporation, whose address is 3001 N GREENTREE ST WASILLA AK 99654 ("Grantor"); Northrim Bank, whose address is Wasilla Financial Center, P.O Box 241489, Anchorage, AK 99524 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and ALYESKA TITLE GUARANTY AGENCY, INC., whose address is 865 N SEWARD MERIDIAN PKWY., SUITE 101, WASILLA, AK 99654 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in the Palmer Recording District, Third Judicial District, the State of Alaska:**

Lot 3, Block 2, Bella Ridge Phase 1, according to the official plat thereof filed under Plat No. 2025-131, in the records of the Palmer Recording District, Third Judicial District, State of Alaska.

The Real Property or its address is commonly known as 9477 W COMO CIRCLE , WASILLA, AK 99623.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property as security for the Indebtedness. In addition to this assignment under common law, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF GRANTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN GRANTOR AND LENDER OF EVEN DATE HEREWITH. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO

THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

CONSTRUCTION MORTGAGE. This Deed of Trust is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Alaska.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property (this privilege is a license from Lender to Grantor automatically revoked upon default).

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

No Prohibited Activities. Grantor is not engaged in, and the Property shall not be used in connection with, any Prohibited Activities. Grantor shall not make any payments to Lender from funds derived from Prohibited Activities. Grantor will include in any agreement for the use, occupancy, or possession of the Property a provision expressly prohibiting any person using, occupying, or possessing the Property from engaging in or permitting others to engage in any Prohibited Activities on the Property. If Grantor becomes aware that any such person is likely engaged in or permitting Prohibited Activities on or at the Property, Grantor shall terminate the agreement and take all actions permitted by law to discontinue or cause the discontinuance of such Prohibited Activities. Grantor shall keep Lender fully advised of actions and plans to comply with this section. Grantor agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust. Notwithstanding any provision in this Deed of Trust or any Related Documents to the contrary, no direct or indirect disclosure to Lender and no knowledge of Lender of the existence of any Prohibited Activities shall estop Lender or waive any right of Lender to invoke any remedy under the Deed of Trust or any Related Documents for any Prohibited Activities.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Construction Loan. If some or all of the proceeds of the loan creating the Indebtedness are to be used to construct or complete construction of any Improvements on the Property, the Improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Grantor shall pay in full all costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as Lender may deem reasonably necessary to insure that the interest created by this Deed of Trust shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, community property agreement or community property trust or other trust, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Alaska law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a cash basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note unless payment of interest at that rate would be contrary to applicable law, in which event such expenses shall bear interest at the highest rate permitted by applicable law from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice all at Grantor's expense, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Property, Trustee shall have the right to sell the Property pursuant to a non-judicial foreclosure sale and Trustee or Lender shall have the right to sell the Property upon judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an Event of Default and of the election to cause the Property to be sold and shall record such notice in each Recording District in which the Property or some part of the Property is located. Trustee shall mail copies of the notice of default, in the manner provided by the laws of Alaska, to Grantor and to such other persons as the laws of Alaska prescribe. Trustee shall give notice of sale and shall sell the Property according to the laws of Alaska. After the lapse of time required by law following the recordation of the notice of default, Trustee, without demand on Grantor, may sell the Property at the time and place and under the terms designated in the notice of sale, in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender's or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in the Trustee's deed. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees, and cost of title evidence; (b) to all sums secured by this Deed of Trust in such order as Lender, in Lender's sole discretion, directs; and (c) the excess, if any, to the person or persons legally entitled to the excess proceeds.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. If permitted by law, employment by Lender shall not disqualify a person from serving as receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved or pending, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate unless payment of interest at that rate would be contrary to applicable law, in which event such expenses shall bear interest at the highest rate permitted by applicable law from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee (pursuant to Lender's instructions) are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall, upon default, have the right to sell the Property by notice and non-judicial sale, and Trustee or Lender shall have the right to sell the Property by judicial action and foreclosure sale, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office for the Palmer Recording District, Third Judicial District, State of Alaska. The instrument shall be executed and acknowledged by Lender or Lender's successor in interest, and shall contain, in addition to all other matters required by state law, the date this Deed of Trust was executed, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, the name and address of the successor trustee, and either an acknowledgment signed and acknowledged by the Trustee named in this Deed of Trust of a receipt of a copy of the instrument or an affidavit of service of a copy of the instrument on the Trustee. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Unless otherwise provided by applicable law, any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

CONTROLLED SUBSTANCES - MARIJUANA. You shall not engage in any activities that violate or could violate any Controlled Substances Laws, or use, or permit the use or occupancy of the property, or enter into, consent to or permit any lease, sublease, license or other agreement relating to, the property, in any manner that violates or could violate any Controlled Substances Laws, including, without limitation, any business, communications, financial transactions or other activities related to Controlled Substances or a Controlled Substances use that violate or could violate any Controlled Substances Laws. This prohibition includes use, possession, cultivation, growth, creation, production, manufacture, storage, handling, distribution or sale of Controlled Substances. "Controlled Substances Laws" means the Federal Controlled Substances Act (21 U.S.C. §801 et seq.) or any other similar or related federal, state or local law, ordinance, code, rule, regulation or order. "Controlled Substances" means controlled substances as defined in the Federal Controlled Substances Act or that otherwise are illegal or regulated under any Controlled Substance Laws, and includes marijuana or cannabis or products made or derived from marijuana or cannabis products derived from marijuana or cannabis. Notwithstanding any provision in any Agreement, Note, or this Security Instrument to the contrary, no direct or indirect disclosure by you to Lender or to any person affiliated with Lender, and no knowledge of Lender or any person affiliated with Lender, of the use of the property in a manner that violates or could violate Controlled Substances Laws shall at any time estop Lender or waive Lender's right to invoke any remedy for a violation of this provision.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alaska without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Alaska.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Prohibited Activities. Notwithstanding anything to the contrary in this Deed of Trust, Grantor shall not be entitled to receive any notice of or right to cure an Event of Default related to any Prohibited Activities.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Alaska as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Northrim Bank, and its successors and assigns.

Borrower. The word "Borrower" means SUMNER COMPANY and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means SUMNER COMPANY.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Northrim Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated April 3, 2026, **in the original principal amount of $387,250.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The lien interest created by this Deed of Trust matures on January 1, 2037. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Prohibited Activities. The words "Prohibited Activities" mean any activity relating to the use, sale, possession, cultivation, manufacture, storage, distribution, or marketing of cannabis, marijuana, or marijuana-based products which constitutes in any manner a violation of any applicable federal, state, or local law or regulation, regardless of whether applicable conflicting law permits the same.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means ALYESKA TITLE GUARANTY AGENCY, INC., whose address is 865 N SEWARD MERIDIAN PKWY., SUITE 101, WASILLA, AK 99654 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

SUMNER COMPANY

By:_______________________________
JESSE M SUMNER, President of SUMNER COMPANY

CORPORATE ACKNOWLEDGMENT

STATE OF Alaska)
) **SS**
Third **JUDICIAL DISTRICT**)

MICHELE McCLURE-REDDISH NOTARY PUBLIC STATE OF ALASKA My Commission Expires 6/27/29

On this 3rd day of April, 20 26, before me, the undersigned Notary Public, personally appeared **JESSE M SUMNER, President of SUMNER COMPANY,** and known to me to be an authorized agent of the corporation that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the corporation.

By Michele McClure-Reddish **Residing at** Wasilla

Notary Public in and for the State of Alaska **My commission expires** 6/27/29

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: ____, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

____.

Date: ____ **Beneficiary:** ________________

By: ________________

Its: ________________

CERTIFICATE OF OWNERSHIP & DEDICATION

WE CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED IN THIS PLAN AND THAT WE ADOPT THIS PLAN OF SUBDIVISION BY OUR FREE CONSENT, DEDICATE ALL RIGHTS-OF-WAY TO THE MATANUSKA-SUSITNA BOROUGH AND GRANT ALL EASEMENTS TO THE USE SHOWN.

A. Rae — Oct. 2 2025
SIGNATURE — DATE

Anita Raubeson — Authorized signer
NAME/TITLE
BASIS ALASKA, LLC
3225 McLEOD DRIVE
LAS VEGAS, NEVADA 89121

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 2nd DAY OF October, 2025 FOR Anita Raubeson.

NOTARY FOR THE STATE OF ALASKA
MY COMMISSION EXPIRES 11/15/28

Connor Herren
State of Alaska
Notary Public
Commission No. 241115026
My Commission Expires 11/15/2028

BENEFICIARY

10-2-25
SIGNATURE — DATE

Paul A. Dombroski / AVP
NAME/TITLE
NORTHRIM BANK
WASILLA FINANCIAL CENTER
P.O. BOX 241489
ANCHORAGE, ALASKA 99524

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 2nd DAY OF October 2026 FOR Paul Dombroski.

Nicole McClure Rosenbush
NOTARY FOR THE STATE OF ALASKA
MY COMMISSION EXPIRES 6/27/29

NOTARY PUBLIC STATE OF ALASKA — Commission Expires 6/27/29

LINE TABLE

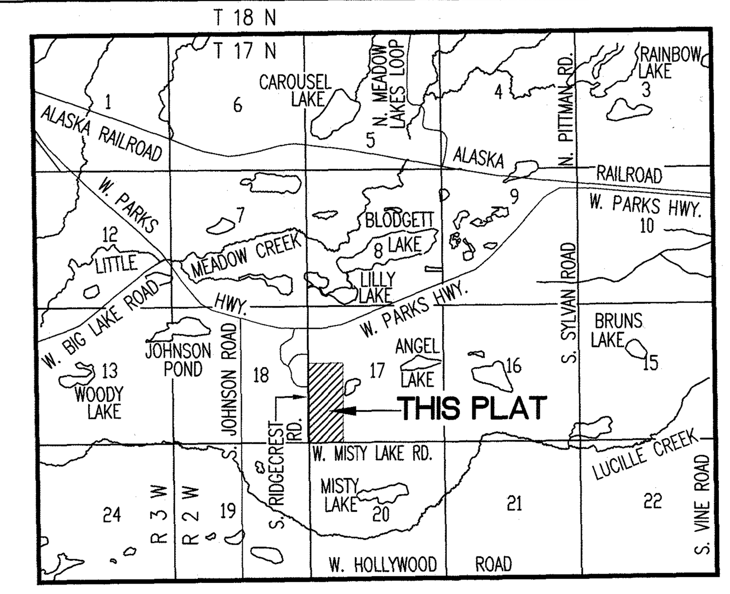
LINE	LENGTH	BEARING
L1	33.00'	N89°51'48"W
L2	25.63'	S89°51'42"E
L3	16.03'	S89°51'42"E
L4	12.10'	N89°53'15"E

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD BEARING
C1	47.01'	30.00'	29.89'	89°46'54"	42.35'	S44°58'15"E
C2	37.82'	50.00'	19.87'	43°20'30"	36.93'	N68°28'03"E
C3	80.99'	60.00'	48.02'	77°20'29"	74.98'	S85°28'02"W
C4	58.64'	60.00'	31.90'	56°00'00"	56.34'	N27°51'43"W
C5	58.64'	60.00'	31.90'	56°00'00"	56.34'	N28°08'16"E
C6	80.99'	60.00'	48.02'	77°20'32"	74.98'	S85°11'28"E
C7	37.82'	50.00'	19.87'	43°20'30"	36.93'	N68°11'27"W
C8	47.24'	30.00'	30.11'	90°13'06"	42.51'	S45°01'45"W
C9	47.12'	30.00'	30.00'	89°59'51"	42.43'	S45°06'50"E
C10	38.05'	200.00'	19.08'	10°54'03"	37.99'	N84°26'14"E
C11	54.95'	50.00'	30.62'	62°57'52"	52.22'	N47°30'16"E
C12	94.94'	60.00'	60.70'	90°39'47"	85.34'	S61°21'15"W
C13	77.09'	60.00'	44.90'	73°36'54"	71.90'	N36°30'25"W

LEGEND

- FOUND GENERAL LAND OFFICE BRASS CAP MONUMENT AS SHOWN AND DESCRIBED
- FOUND 3-1/4" ALUMINUM CAP MONUMENT AS SHOWN AND DESCRIBED
- SET 5/8" x 30" ALUMINUM CAP PIPE MONUMENT AS SHOWN AND DESCRIBED
- FOUND 5/8" REBAR WITH PLASTIC CAP AS SHOWN AND DESCRIBED
- SURVEY CONTROL POINT – SPC(5004 AK 4) NORTHING: 842,154.390 METERS EASTING: 516,329.753 METERS
- SET 5/8" x 30" REBAR WITH 1-1/4" SELF-IDENTIFYING PLASTIC CAP — KEYSTONE LS7330



VICINITY MAP
SCALE 1" = 1 MILE

NOTES

1. THERE MAY BE FEDERAL, STATE AND LOCAL REQUIREMENTS GOVERNING LAND USE. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL PARCEL OWNER TO OBTAIN A DETERMINATION WHETHER SUCH REQUIREMENTS APPLY TO THE DEVELOPMENT OF PARCELS SHOWN HEREON.
2. BASIS OF BEARING FROM G.P.S. OBSERVATION TAKEN AT THE SURVEY CONTROL POINT SHOWN HEREON. TIE FROM SURVEY CONTROL POINT TO SECTION CORNER SHOWN HEREON: S01°07'59"E 2154.42'
3. 5/8" x 30" REBAR WITH 1-1/4" SELF-IDENTIFYING PLASTIC CAP SET AT ALL LOT CORNERS, P.C.'S, P.T.'S AND P.R.C.'S UNLESS NOTED.
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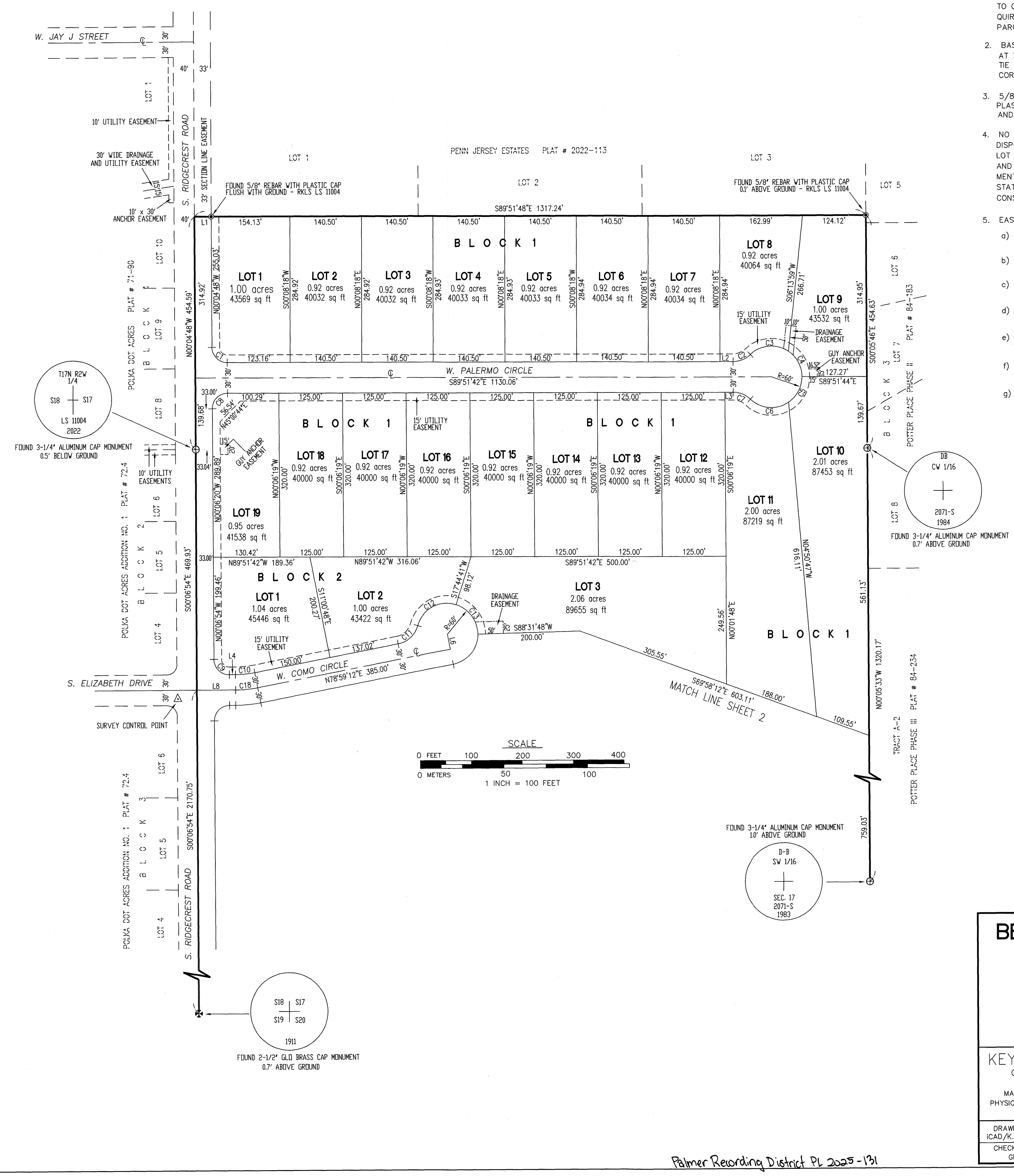


PLANNING & LAND USE DIRECTOR'S CERTIFICATE

I CERTIFY THAT THIS SUBDIVISION PLAN HAS BEEN FOUND TO COMPLY WITH THE LAND SUBDIVISION REGULATIONS OF THE MATANUSKA-SUSITNA BOROUGH, AND THAT THE PLAT HAS BEEN APPROVED BY THE PLATTING AUTHORITY BY PLAT RESOLUTION NO. 2025-093 DATED May 5, 2025, AND THAT THIS PLAT HAS BEEN APPROVED FOR RECORDING IN THE PALMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, IN WHICH THE PLAT IS LOCATED.

October 9, 2025
DATE — PLANNING & LAND USE DIRECTOR

ATTEST: PLATTING CLERK

MATANUSKA-SUSITNA BOROUGH SEAL STATE OF ALASKA PLATTING BOARD

CERTIFICATION OF PAYMENT OF TAXES

I HEREBY CERTIFY THAT ALL CURRENT TAXES AND SPECIAL ASSESSMENTS, THROUGH December 31, 2025, AGAINST THE PROPERTY, INCLUDED IN THE SUBDIVISION OR RESUBDIVISION, HEREON HAVE BEEN PAID.

10/8/25
DATE — BOROUGH TAX COLLECTION OFFICIAL

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALASKA AND THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THE MONUMENTS SHOWN ON THE PLAT ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONAL AND OTHER DETAILS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

7330-S GARY LoRUSSO — 09/23/25
REGISTERED LAND SURVEYOR — DATE

STATE OF ALASKA 49TH GARY LoRUSSO 7330-S REGISTERED PROFESSIONAL LAND SURVEYOR 09/23/25

A PLAT OF

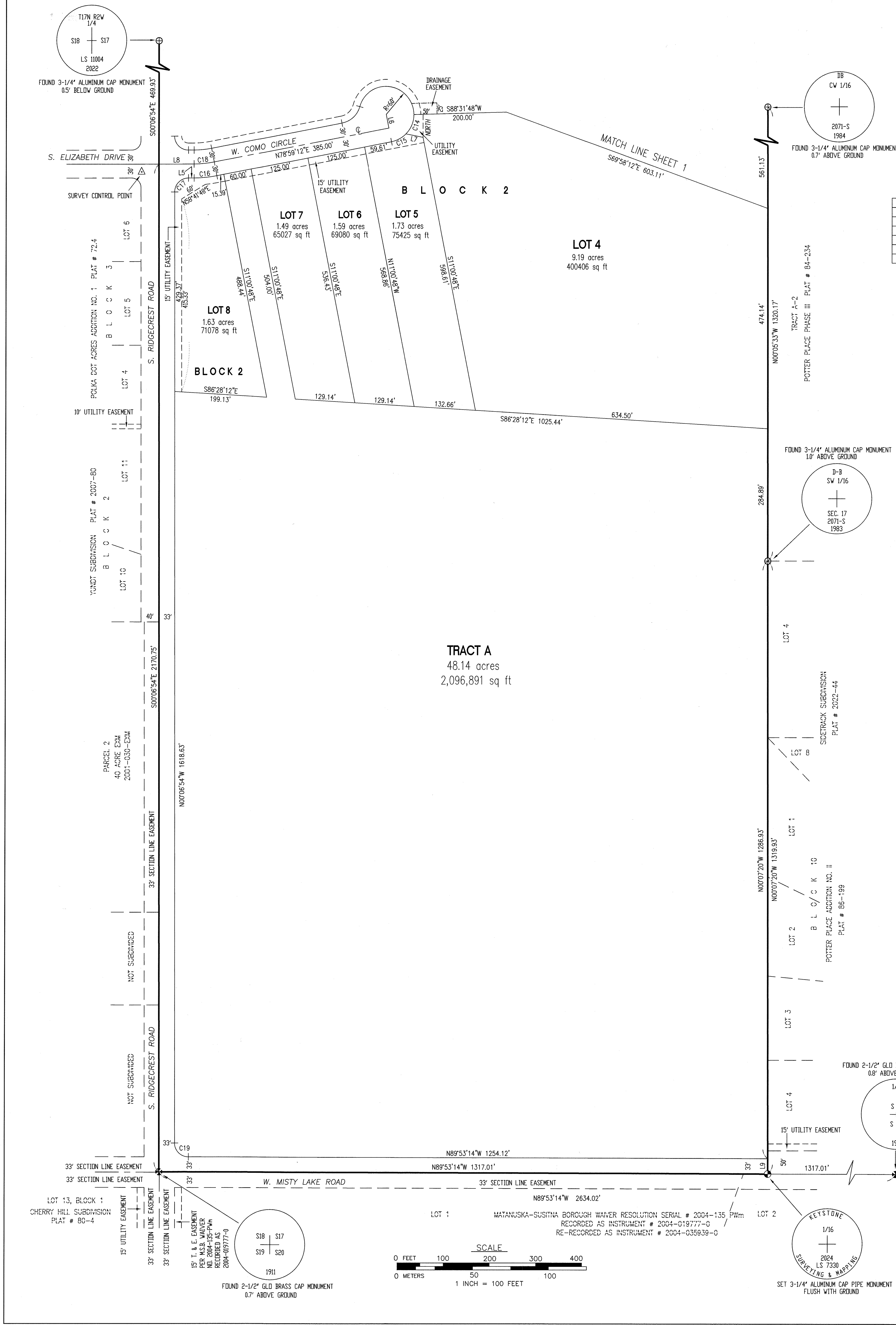
BELLA RIDGE PHASE 1

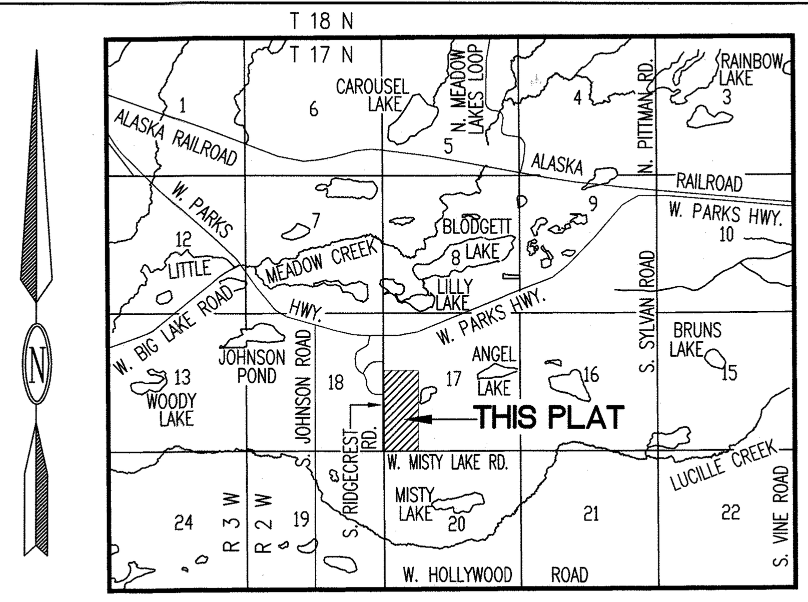
A SUBDIVISION OF LOT 4, PENN JERSEY ESTATES, PLAT #2022-113
WITHIN THE
W1/2 W1/2, SECTION 17, T. 17 N., R. 2 W.
SEWARD MERIDIAN, ALASKA
PALMER RECORDING DISTRICT
THIRD JUDICIAL DISTRICT
STATE OF ALASKA
CONTAINING 93.58 ACRES, MORE OR LESS

KEYSTONE SURVEYING & MAPPING
GARY LoRUSSO, PROFESSIONAL LAND SURVEYOR
ALASKA BUSINESS LICENSE #134615
MAILING ADDRESS: P.O. BOX 2216 * PALMER, ALASKA 99645
PHYSICAL ADDRESS: 3635 N. VISTA CIRCLE * PALMER, ALASKA 99645
PHONE: (907) 376-7811

DRAWN BY	DATE	DRAWING:
ICAD/K.Lyne	9/23/25	2024-27/BellaRidgePh1
CHECKED BY GLo	SCALE 1 INCH = 100 FEET	SHEET 1 OF 2

Palmer Recording District PL 2025-131





VICINITY MAP

SCALE 1" = 1 MILE

LINE TABLE

LINE	LENGTH	BEARING
L5	12.10'	N89°53'15"E
L6	30.00'	N11°00'48"W
L7	37.46'	S78°41'40"E
L8	75.10'	N89°53'15"E
L9	33.00'	S00°07'20"E

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD BEARING
C14	46.08'	60.00'	24.24'	44°00'00"	44.95'	N22°18'02"E
C15	36.32'	60.00'	18.74'	34°41'10"	35.77'	N61°38'37"E
C16	49.47'	260.00'	24.81'	10°54'03"	49.39'	N84°26'14"E
C17	47.12'	30.00'	30.00'	89°59'32"	42.42'	S44°52'51"W
C18	43.76'	230.00'	21.95'	10°54'03"	43.69'	N84°26'14"E
C19	47.00'	30.00'	29.88'	89°46'19"	42.34'	S45°00'04"E

LEGEND

- FOUND GENERAL LAND OFFICE BRASS CAP MONUMENT AS SHOWN AND DESCRIBED
- FOUND 3-1/4" ALUMINUM CAP MONUMENT AS SHOWN AND DESCRIBED
- SET 5/8" x 30" ALUMINUM CAP PIPE MONUMENT AS SHOWN AND DESCRIBED
- FOUND 5/8" REBAR WITH PLASTIC CAP AS SHOWN AND DESCRIBED
- SURVEY CONTROL POINT – SPC(5004 AK 4) NORTHING: 842,154.390 METERS EASTING: 516,329.753 METERS
- SET 5/8" x 30" REBAR WITH 1-1/4" SELF-IDENTIFYING PLASTIC CAP

KEYSTONE LS7330

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF ALASKA AND THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THE MONUMENTS SHOWN ON THE PLAT ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONAL AND OTHER DETAILS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

7330-S GARY LoRUSSO 09/23/25

REGISTERED LAND SURVEYOR DATE

STATE OF ALASKA 49TH GARY LoRUSSO 7330-S 09/23/25 REGISTERED PROFESSIONAL LAND SURVEYOR

NOTES

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2025-131

Plat #

Palmer

Rec Dist

10-10-2025

Date

Time 8:26 A.M

A PLAT OF

BELLA RIDGE PHASE 1

A SUBDIVISION OF LOT 4,
PENN JERSEY ESTATES, PLAT #2022-113
WITHIN THE
W1/2 W1/2, SECTION 17, T. 17 N., R. 2 W.
SEWARD MERIDIAN, ALASKA
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CHECKED BY GLo	SCALE 1 INCH = 100 FEET	SHEET 2 OF 2

A L A S K A

2025-021671-0

Recording Dist: 311 - Palmer
10/22/2025 08:23 AM Pages: 1 of 5

Protective Covenants, Conditions and Restrictions for Bella Ridge Subdivision

KNOW ALL MEN BY THESE PRESENTS,

THAT WHEREAS, the undersigned is the managing partner or authorized signer of BASIS ALASKA, LLC.

WHEREAS, that entity being the sole owner of properties comprising BELLA RIDGE SUBDIVISION.

WHEREAS, the undersigned desire to assure the continued development of BELLA RIDGE SUBDIVISION, on a high level for the benefit of future property owners and, for the protection of property values therein, do desire to place on and against certain real property within BELLA RIDGE SUBDIVISION, certain protective covenants regarding the improvements and/or use of the same;

NOW, THEREFORE, the undersigned do hereby establish and record the following declarations, reservations, protective covenants, limitations, conditions, restrictions and provisions regarding the use and/or improvements of all the property located in:

Bella Ridge Subdivision, Phases 1 and 2, according to Plat No. 2025-131, Document No. 2025-019651-0 Recorded in the Palmer Recording District, Third Judicial District, State of Alaska.

1. PURPOSE. That the purpose of these restrictions is to ensure the use of the property for attractive residential purposes is harmonious with the environment, to prevent nuisances, to maintain the desired tone of the community, and thereby to secure to each owner the full benefit and enjoyment of his home, with no greater restriction upon free and undisturbed use of his property than is necessary to ensure the same advantages to the other property owners.

2. DEFINITIONS.
   - "Environment" the surroundings or conditions in the geographical area of the subdivision.
   - "Architectural Control Committee (ACC)" group responsible for review and approval of building and site plans to maintain high aesthetics and protect property values of all lot owners. Initially comprised of a Basis Alaska LLC appointee.
   - "Lot" a single parcel of the plat described above.
   - "Dwelling" a single family house on a lot.
   - "Road" the roadbed, ditches and slopes within the borough right-of-way easement.
   - "Driveway" the improvement that provides vehicle access to and from a dwelling or structure.
   - "Subdivision" Bella Ridge Subdivision as more particularly described above
   - "Tract" the portion of the property which is described in the above mentioned plat as open space.
   - "Structure" means an outbuilding, garage, shed or shop not part of a dwelling and not used for housing, built on a foundation

3. LAND USE. All lots (excepting duplex lots as defined at end of paragraph) within the subdivision are hereby designed for construction and use of a single family dwelling only. No commercial use,

duplexes, triplexes, four-plexes or multi-family dwelling units shall be permitted. Mother-in-law apartments (either attached to the primary dwelling or a detached garage/shop) are permitted, provided they are not offered for rent other than to immediate family members of the residence owners. Lot 1 Block 1, Lot 19 Block 1 and Lot 1 Block 2 may be used for duplexes.

One detached garage/shed/shop will be allowed per lot, provided it is on a permanent foundation and completed to match the appearance, finish and quality of the primary residence, including matching colors and shingles. This detached outbuilding cannot exceed the primary residence in gross footage, and will adhere to other conditions pertaining to the primary residence such as setbacks, maximum heights, exterior appearance, and ACC approval. One additional matching outbuilding is permitted on either a permanent or non-permanent foundation not to exceed 14' x 24'. No outbuildings or shops are permitted in the front yard of any lot.

A lot may be used for an in-home office or business provided the following criteria are met: Traffic is not generated in excess of two additional vehicles per day on average. Equipment and operations do not create noise, dust, vibration, glare, fumes, odor, drainage, runoff, contamination, pollution, nuisance, or health hazard or are in violation of any governmental rules and regulations or nuisance that is objectionable to reasonable normal senses to adjacent lots.

No marijuana cultivation or retail is allowed on any lots. No mobile homes shall be permitted whatsoever, and travel trailers shall not be used for habitation beyond what is reasonable for housing house guests or during construction.

4. TREES. No owner shall allow any trees of size and beauty to be removed from their lot except as may be necessary to place improvements on the site. Any trees beyond the initial improvements shall be removed by hand so as to keep damage to surrounding trees to a minimum. The remaining stumps may be removed by heavy equipment.

5. DWELLINGS. All dwellings shall be built with a minimum of one thousand two hundred (1200) square feet of indoor living space, exclusive of any garage space, for single level residences. Two story residences shall have a minimum of sixteen hundred (1600) square feet, exclusive of garage space, of which at least eight hundred (800) square feet must be on the ground floor. These footages are exclusive of any below grade space. Each dwelling shall have a minimum of a 20' x 20' two car garage. Construction of the primary dwelling or any subsequent outbuildings must be completed within one year of ACC approval, except in the case where winter conditions prohibit paint which then must be completed before the end of June the following season.

Any building constructed on the property shall not exceed thirty five feet in height from ground plane outside the front door to the highest point on the ridgeline.

Exterior paint for initial construction shall be earth tones and approved by the ACC prior to its application. Subsequent repaints should be similar in shades and tones with the existing homes. No vinyl siding is allowed. No vertical grooved paneling (commonly known as T1-11) shall be used on any side of a dwelling visible from a road. Exterior architectural accents on the front aspects of the dwellings are required, ACC reserves the right to mandate additional architectural elements for aesthetics as a condition of approval.

30 days prior to commencement of construction of a primary dwelling or outbuilding an architectural plan and site plan must be submitted to the Architectural Control Committee for approval. After acknowledgment of receipt of application by ACC, in the absence of a written or emailed approval/disapproval the plans are considered approved. The initial Architectural

Control Committee shall be comprised of Basis Alaska Secretary and submittals sent to basisalaskallc@gmail.com. At any time the ACC, through simple majority, may appoint or replace the Committee member(s) with a letter sent to all current property owners including notarized authorization and minutes of the meeting.

6. ANIMALS. No animals or livestock of any kind shall be raised, bred or kept on any lot or tract with the exception of dogs, cats, chickens or other normal indoor pets may be kept, provided that those pets are not kept, bred or maintained for any commercial purpose, and provided, further, that the total number of dogs and/or cats are kept on a premise does not exceed three (3) per dwelling. Up to six (6) shall permitted when subject owner has a fenced yard of over a quarter acre and pets do not cause nuisance. It is the owner's responsibility to ensure that the pets remain on the owner's property. Up to eight (8) chickens may be kept for personal use with no roosters being allowed. One animal enclosure in like material and appearance to main dwelling is permitted, but must be shielded from view of the street. NO dog breeding, boarding or sled dog teams are permitted.

   Owners must maintain control of their pets, either through obedience training or physical restraint to ensure that the pets remain within the owner's lot and do not endanger other people or other domestic or wild animals within the subdivision. All animals adjudged nuisance, or in excess of allowable amount, by a simple majority of lot owners must be removed from the subdivision. For the purpose of these restrictions, horses are considered livestock.

7. VEHICLE/FUEL STORAGE. No lot or tract shall be used to park inoperable vehicles, and no ground storage of automobiles, save and except as the use of such lot as residence for the family requires and business vehicle as required for occupation. No vehicles shall be repaired or overhauled within the subdivision except within the confines of a private garage. Recreational vehicles, boats, trailers, travel trailers shall be kept behind the house or out of site of the road with the exception of one such type parked on the side of the garage.

8. GARBAGE AND REFUSE DISPOSAL. No lot or tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept on the premises, in public view, and shall be disposed of in compliance with the ordinances set forth by the governmental body or bodies having jurisdiction thereof. Stacking of garbage bags in view of neighbors or the street is strictly forbidden, all trash bags should be kept in a trash can.

9. TEMPORARY STRUCTURES. No structure of a temporary character, motorhome, camper, trailer, tent, shack, garage, basement or other outbuilding erected on a lot shall be at any time used as a residence, either temporary or permanent, nor shall camping be permitted on any lot or tract or any other part of the subdivision.

10. ACCESS TO LOTS. Each lot is allowed no more than two driveways entering said lot, which driveway must be borough permitted and approved and must be perpendicular to the subdivision roads where possible. All driveway must be accessed from streets servicing Bella Ridge Subdivision. During snow removal, no lot owner shall push snow outside of their lot or onto or across neighborhood streets. All driveways must be paved, or topped with recycled asphalt product, inclusive of parking or driving areas extending on the side or behind the primary residence.

11. SEWAGE SYSTEMS. All on-site sewage disposal systems shall be constructed in accordance with the regulations set forth by the State of Alaska Department of Environmental Conservation. No sewer shall be placed within 100' of adjoining lots private water wells, nor shall any lot owner or contractor place sewers or wells in a way to preclude the ability to install sewers or wells on adjoining lots.

12. SIGNS. No signs of any kind shall be displayed to the public on any lot except one (1) sign not to exceed four (4) square feet, advertising the lot and improvement thereon for sale. This restriction, however, shall not apply to the developer of the subdivision. An American Flag is except from this rule. Political signs are strictly forbidden.

13. RESUBDIVISION. The lots herein described shall not be reduced in size by re-subdivision. However, owners of contiguous lots may combine and/or combine then redivide their lots, as may seem proper for them so long as the resulting lots are the same nominal size or larger and conform to the requirements of the Matanuska-Susitna Borough. The resulting lots shall then be treated for all purposes to these covenants as an enlarged single lot or in the case or moving lot lines as the same lots.

14. DRAINAGE EASEMENTS. The dedicated drainage easements referenced on the Plat are for the purposes of adequately draining and storing runoff to prevent erosion. No lot owner can use, alter or impede in anyway or direct or allow contractors or subcontractors under their direction to use, alter or impede in any way these drainage easements.

15. EXTERNAL ANTENNAS. No antenna, dish, or any other type of electronic device which has as its purpose the sending or receiving of signals to any external source of any kind shall be located on any part of any structure or lot subject to these covenants. Except, each lot owner may install on the exterior of the primary dwelling one standard television or one satellite dish. Ham radio towers and wind generators are specifically prohibited.

16. REMOVAL OF VEGETATION AND LANSCAPING REQUIREMENTS. Upon completion of any lot improvements that require the removal of trees or regrading of soils, but not later than two years from occupancy of the dwelling, landscaping shall be implemented and completed on disturbed areas. All lots shall have final grading for drainage provided by the lot owner, his builder or agent prior to the last day of June following construction completion. Mitigation for runoff and erosion shall be provided for the duration of the projects or improvements, and any construction or disturbing of easements, slopes affecting roadways, easements or common elements, or common elements shall be restored and protected from erosion (with vegetation) as soon as possible.

17. AMENDMENT. At any time after these covenants are recorded, they may be amended, changed, modified, revoked or terminated, in whole or in part, by written agreement executed by a two third (2/3) majority of the owners of record of the 29 lots in the subdivision (20 lots) OR by the initial developer, Basis Alaska, LLC, provided it has written agreement of one additional property owner (one additional property may be under its ownership) OR by a simple majority of lot owners including the initial developer, Basis Alaska, LLC.

18. WAIVER. The failure by any lot owner or the developer to enforce any restrictions and/or covenant herein contained shall in no event be deemed as a waiver of the right to do so thereafter, as to the same breach, or as to one occurring prior to or subsequent to said breach, nor shall such failure give rise to any claim or cause of action against any lot owner or the developer.

19. VIOLATION OF COVENANTS. In the event of any violation or threatened violation of any of the restrictions and/or covenants herein contained, the developer of any owner of any lot in the subdivision, or their heirs, executors, administrators, successors or assigns may bring an action at law or in equity; either for injunction, action for damage or such other remedy as may be available. In the event judgment is recovered against any person for a violation or threatened violation of any of the restrictions and/or covenants herein contained, the party recovering such judgment shall also

be entitled to recover from such person reasonable attorney fees and costs of such action.

Violation of these restrictions and covenants, or any one of them, shall not defeat or render invalid the lien of any mortgage, deed of trust, or conditional sales contract made upon said lots subject thereto, now or hereafter of record.

20. SEVERABILITY. That invalidation of any of these restrictions and covenants by judgment or court order shall not affect any other provisions herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals.

Dated: Oct. 15 2025

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on October 15, 2025 by Anita Raubeson, managing member Basis Alaska, LLC

Natasha Crothers
NOTARY PUBLIC IN AND FOR ALASKA
My commission expires: 5/23/27

OFFICIAL SEAL
Natasha Crothers
Notary Public-State of Alaska
My Comm. Expires: 05/23/2027

After Recording Return to:

Basis Alaska, LLC
3225 McLeod Dr #100
Las Vegas, NV 89121