

## ALASKA PACIFIC ENERGY CORP FORWARD ACQUISITION AGREEMENT OF ROOFTOP iOT INC.

This Acquisition Agreement ("Agreement") made on this 6th day of June 2017 by and among Alaska Pacific Energy Corp., a corporation organized under the laws of Florida (the "Company" or "Buyer"), with its principal place of business at 3618 Lantana Rd. Suite 202, Lake Worth Fl. 33462 and ROOFTOP IOT INC (RIOT), ("ACQUIRED COMPANY"), a Corporation organized under the laws of the State of WYOMING and Ronald Espinosa, ("Seller") the CEO of the ACQUIRED COMPANY.

### Background

The Company and ACQUIRED COMPANY desire to enter into a transaction whereby the Company acquires One Hundred Percent (100%) of the Sellers' ownership position of ACQUIRED COMPANY, in exchange for \$1 Million Dollars, \$1,000,000 USD to be paid in the form of 100,000 preferred shares of Company Series D Anti-Dilutive Convertible Preferred Shares stock to Seller based upon a price per share of \$10.00 (the "Stock"); albeit each share of said Series D stock is convertible pursuant restrictions of 144 of The Securities and Exchange Act of 1933, into One Thousand (1,000) shares of common stock of the Company. It is understood that the management of the ACQUIRED COMPANY Will Be Issued This Series of Stock directly which it intends disburse to its subsidiaries. Management Stock will be in the form Of Series C Stock, which will be a function of 30% of the overall equity of the aforementioned. The rights of the Series C Are deemed to be at 1 for 100,000. Should ROOFTOP Internet of Things INC and its subsidiaries grow in value based off of EBITDA, Alaska Pacific Energy Corporation will issue more Series C & D preferred stock commensurate to the aforementioned evaluations.

### Terms of Agreement

In consideration of the mutual promises, covenants and representations contained herein, the parties herewith agree as follows:

#### ARTICLE I ACQUISITION TERMS

1.01 Acquisition. The Company will acquire One Hundred Percent (100%) of the Sellers' ownership position of ACQUIRED COMPANY (the "Acquired Stock") and all preexisting assets as specified in Exhibit A and with all preexisting liabilities. In other words, all ownership interest, assets and liabilities of the ACQUIRED COMPANY are transferred to the BUYER by this agreement.

1.02 Consideration. In exchange, Sellers shall receive 100,000 preferred shares of Company Series D Anti-Dilutive Convertible Preferred Shares stock to Seller based upon a price per share of \$10.00. (the "Stock"); albeit each share of said Series D stock is convertible pursuant restrictions of 144 of The Securities and Exchange Act of 1933, into One Hundred Thousand (1,000) shares of common stock of the Company.

1.03 Closing. The Closing of this transaction will take place on or before June 6th, 2017, under the terms described in Article II of this Agreement, unless mutually extended by the parties and shall be subject to a 10-day due diligence period.

1.04 Post-Closing Operations. After the Closing, ACQUIRED COMPANY will be a wholly- owned subsidiary of the Company subject to the terms and conditions outlined in this Agreement. ACQUIRED COMPANY shall be responsible to report to the Company all financial matters and newsworthy events as they materialize.

1.05 Title to Ownership Interest. Sellers are the sole record and beneficial owner of One Hundred Percent (100%) of all of the ownership position(s) of the ACQUIRED COMPANY and have sole dispositive authority with respect to the Acquired Ownership Position. Sellers have not granted any person a proxy

with respect to the Acquired Ownership Position that has not expired or been validly withdrawn. The sale and delivery of the Acquired Ownership Position to Buyer pursuant to this Agreement will vest in Buyer legal and valid title to the Acquired Ownership Position, free and clear of all liens, security interests, adverse claims or other encumbrances of any character whatsoever ("Encumbrances").

1.06 Truth of Representations. All of these representations shall be true as of the Closing and shall survive the Closing for a period of one year.

## ARTICLE II THE CLOSING

2.01 Closing. The Closing of this transaction will occur when all of the documents and consideration described below have been delivered to each party. Unless the Closing of this transaction takes place by June 16th, 2017, or such other date mutually agreed to, either party may terminate this Agreement.

2.02 Conditions to Closing. The obligations of the Buyer to purchase the Ownership position at the Closing are subject to the fulfillment to its satisfaction, on or prior to the Closing, of the following conditions.

a. Representations and Warranties Correct; Performance of Obligations. The representations and warranties made by the ACQUIRED COMPANY and Seller in Section 3 hereof shall be true and correct when made and at the Closing. The ACQUIRED COMPANY's business and assets shall not have been adversely affected in any material way prior to the Closing. The ACQUIRED COMPANY shall have performed in all material respects all obligations and conditions herein required to be performed or observed by it on or prior to the Closing.

2.03 Documents to be Delivered at Closing. The following documents, in form reasonably acceptable to the parties, shall be delivered:

2.03.1 Document to be Delivered by Company:  
(i) Board Resolutions approving this transaction.

2.03.2 Document to be Delivered by ACQUIRED COMPANY and Seller:

(ii) Certificate of Incorporation, as amended; or letter from Acquired Company or the Seller indicating that the Acquired Company has been formed and will be registered with the State of Wyoming by the end of by the previous quarter 2017.

## ARTICLE III MISCELLANEOUS

3.01 Captions and Headings. The article and paragraph headings throughout this Agreement are for convenience and reference only, and shall in no way be deemed to define, limit, or add to the meaning of any provision of this Agreement.

3.02 No Oral Change. This Agreement and any provision hereof may not be waived, changed, modified, or discharged orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

3.03 Non-Waiver. Except as otherwise expressly provided herein, no waiver of any covenant, condition, or provision of this Agreement shall be deemed to have been made unless expressly in writing and signed by the party against whom such waiver is charged; and (i) the failure of any party to insist in any one or more cases upon the performance of any of the provisions, covenants, or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of any such provisions, covenants, or conditions, (ii) the acceptance of

performance of anything required by this Agreement to be performed with knowledge of the breach or failure of a covenant, condition, or provision hereof shall not be deemed a waiver of such breach or failure, and (iii) no waiver by any party of one breach by another party shall be construed as a waiver with respect to any other or subsequent breach.

3.04 Entire Agreement. This Agreement, including any and all attachments hereto, if any, contains the entire Agreement and understanding between the parties hereto and supersedes all prior agreements and understandings, whether written or oral.

3.05 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures will be acceptable to all parties as originals.

3.06 Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the second day if faxed, and properly addressed or faxed as follows:

If to ACQUIRED COMPANY:

To the Address specified above: attn: Greg Bourque

If to Company:

To the Individual specified above attn: CEO Ron Espinosa

3.07 Binding Effect. This Agreement shall inure to and be binding upon the heirs, executors, personal representatives, successors and assigns of each of the parties to this Agreement.

3.08 Severability. In case any one or more of the provisions of this Agreement shall be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision, which shall be a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

3.09 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of Seller and the Buyer. No delay or omission to exercise any right, power, or remedy accruing to Buyer, upon any breach, default or noncompliance of Seller under this Agreement shall impair any such right, power, or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of any similar breach, default or noncompliance thereafter occurring. All remedies, either under this Agreement, by law, or otherwise afforded to Buyer, shall be cumulative and not alternative.


In witness whereof, this Agreement has been duly executed by the parties hereto as of the date first written above.

Signatures:  
Alaska Pacific Energy Corp



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ROOFTOP Internet of Things, INC



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Ronald Espinosa  
President & Chief Executive Officer