

PURCHASE AGREEMENT

This Purchase Agreement ("**Agreement**") reached this day of July, 2017 by and between Roxanne Lang, as Trustee for the Freeman-Lang Revocable Living Trust, et al ("**TRUST**") on the one hand, Roxanne M. Lang, individually ("**ROXANNE**"), on the second hand, N.T.P, Inc. ("**NTP**"), Provident Corporation ("**PRO CORP**") on the third hand, (collectively, the "**SELLERS**") and American Green, Inc. ("**BUYER**"), on the fourth hand.

WHEREAS TRUST is the owner of that certain approximately 80 acres of real property located in the County of San Bernardino, State of California, commonly known as 107355;

Nipton Road, Nipton California ("**PARCEL 1**") and more specifically legally described in Exhibit A, which is attached hereto and made a part hereof;

WHEREAS TRUST is the owner of that certain approximately 40 acres of real property located in the County of San Bernardino, State of California, commonly known as Saddlehorn Road, Nipton, California, ("**PARCEL 2**") and more specifically legally described in Exhibit B, which is attached hereto and made a part hereof;

WHEREAS ROXANNE is the sole shareholder in N.T.P, which owns and operates the Nipton Trading Post, the General Store ("**STORE**");

WHEREAS in connection with the ownership and operation of the STORE, there is inventory which consist of food products, souvenirs, jewelry, books, t-shirts, hats, lottery tickets and alcoholic beverages of beer and wine ("**INVENTORY**"). A list of said INVENTORY is more specifically described in Exhibit C;

WHEREAS in connection with the ownership and operation of the STORE, GERALD FREEMAN (ROXANNE'S deceased husband) is the named registrant of the "off sale", TYPE 20, Alcohol Beverage License ("**ABC LICENSE**"). Notwithstanding the named Registrant, TRUST is the Owner of said **ABC LICENSE**. Said **ABC LICENSE** is transferable upon approval by the Alcohol Beverage Commission. According to Alcohol Beverage Control, Buyers should complete application when Escrow is opened;

WHEREAS the TRUST is the owners of the California Lottery Retailer Contract ("**LOTTERY CONTRACT**"). Said Contract is assignable; however, new owner must qualify;

WHEREAS TRUST is the voting member and controlling interest of the Provident Corporation (hereinafter referred to as PRO CORP), which owns and manages the following businesses which operate on PARCEL 1: (collectively referred to as PRO CORP ASSETS)

- a) RV Park, more specifically described in Exhibit D
- b) Nipton Hotel ("**Hotel**"), more specifically described in Exhibit E
- c) Eco-Cabins, more specifically described in Exhibit F
- d) Rental Properties, more specifically described in Exhibit G

e) Water System ("Water Wells"), more specifically described in Exhibit H

f) Equipment and Machinery, more specifically described in Exhibit I

WHEREAS in connection with the operation of the Hotel, STORE, and Water Wells, the County of San Bernardino has issued various Environmental Health Permits ("**PERMITS**") and Licenses ("**LICENSES**") to the respective owners of record; however none of the subject **PERMITS** and **LICENSES** are transferrable;

WHEREAS BUYER is a Wyoming Corporation duly organized and existing under the laws of the State of Wyoming;

WHEREAS BUYER desires to purchase from TRUST, and TRUST desires to sell to BUYER the following assets for BUYER'S purpose of not only harvesting cannabis ("**CONTEMPLATED PURPOSES**") but also operating other unrelated amusement related ventures ("**SECONDARY CONTEMPLATED PURPOSES**")

1) PARCEL 1

2) PARCEL 2

WHEREAS BUYER desires to purchase from NTP and NTP desires to sell to BUYER the STORE and the ABC LICENSE plus the INVENTORY ("**NTP ASSETS**") for the BUYER'S purpose of pursuing and operating BUYER'S "**SECONDARY CONTEMPLATED PURPOSES**"

WHEREAS BUYER desires to purchase from TRUST, and TRUST desires to sell to BUYER the ABC LICENSE for the BUYER'S purpose of operating amusement related ventures ("**SECONDARY CONTEMPLATED PURPOSES**");

WHEREAS BUYER desires to purchase from TRUST and TRUST desires to assign to BUYER the LOTTERY CONTRACT for the BUYER'S purpose of operating amusement related ventures ("**SECONDARY CONTEMPLATED PURPOSES**");

WHEREAS BUYER desires to purchase from PRO CORP and PRO CORP desires to sell to BUYER all of the PRO CORP ASSETS.

NOW IN CONSIDERATION FOR THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. BUYER shall purchase from TRUST and TRUST shall sell to BUYER both PARCEL 1 and PARCEL 2 on the terms and conditions in this Agreement. The purchase price for PARCEL 1 and PARCEL 2 shall be the sum of Three Million Eight Hundred Fifty Thousand Dollars (\$3,850,000.00) ("**PARCELS PURCHASE PRICE**").

The PARCEL PURCHASE PRICE above shall be paid through Escrow as follows:

- a. One Hundred Thousand and No/100 Dollars (\$100,000.00) ("Original Deposit") shall be deposited by Buyer into Escrow within 48 hours of full execution of this Agreement;

b. One Million One Hundred and Twenty Thousand and No/100 Dollars (\$1,120,000.00) shall be additionally deposited into the Escrow within 24 hours of the Close of Escrow (as defined in Section 13);

C. As a condition of Closing, SELLERS shall "take back" from BUYER a Deed of Trust on Parcel 1 and Parcel 2 for the purchase of the PARCELS, in the form attached hereto as Exhibit "J", in the sum of Two Million Six Hundred and Thirty Thousand and No/100 Dollars (\$2,630,000.00) ("**DEED OF TRUST**"). The terms and conditions of the resultant Promissory Note, attached hereto as Exhibit "K" ("**NOTE**") and DEED OF TRUST shall be as follows:

i. The Indebtedness shall have a term of five (5) years and shall bear an annual interest rate of five Percent (5%). The Indebtedness shall be payable in fully amortized quarterly payments, on or before the fifth (5th) calendar day of each such month in which a payment is due, of principal and interest in the sum of One Hundred and Forty Nine Thousand Ninety Eight Dollars and Seventy Cents (\$149,098.70) commencing on the closing of the subject Escrow and continuing so long as there is an outstanding balance on the herein described Indebtedness;

ii. Prior to the expiration of the DUE DILIGENCE PERIOD, the parties shall finalize, execute, and acknowledge as appropriate, the NOTE, DEED OF TRUST, and SECURITY AGREEMENT, and deliver two (2) originals of each to Escrow. The DEED OF TRUST shall be recorded at the Close of Escrow in the County of San Bernardino.

iii. As a condition of Closing, for the benefit of TRUST, TRUST shall obtain a Lender's Policy of insurance covering the DEED OF TRUST.

2. BUYER shall purchase from NTP and NTP will sell to BUYER the following NTP ASSETS for the herein defined purchase price.

- i) THE STORE; - Two Hundred and Fifty Thousand Dollars (\$250,000.00)
- ii) THE INVENTORY - COST BASED VALUATION

The respective purchase prices for each of the above referenced NTP ASSETS shall be set forth above. The purchase price for the NTP ASSETS shall be referred to as "**NTP ASSET PURCHASE PRICE**", and shall be paid through Escrow in full upon closing of the Escrow. In connection herewith, within 48 hours of the opening of the Escrow, BUYER shall deposit the sum of Fifteen Thousand Dollars (\$15,000.00) into Escrow. The remaining purchase price shall be deposited into the Escrow 24 hours prior to the close of the Escrow. Notwithstanding the foregoing, SELLERS shall have the right to include the NTP ASSETS as security under the Security Agreement.

3. BUYER shall purchase from the TRUST and the TRUST shall sell to BUYER any and all rights titles and interest in and to the ABC LICENSE. The purchase price for the subject purchase shall be Fifty Thousand Dollars (\$50,000.00) ("**ABC PURCHASE PRICE**"). In connection herewith, within 48 hours of the Opening of Escrow, BUYER shall deposit the sum of Two Thousand Five Hundred Dollars (\$2,500.00) into Escrow. The remaining purchase price of Forty Seven Thousand Five Hundred Dollars (\$47,500.00) shall be deposited into the Escrow 24 hours prior to the close of the Escrow. Notwithstanding the foregoing, SELLERS shall have the right to include the ABC LICENSE as security under the Security Agreement.

4. BUYER shall purchase from TRUST and TRUST shall assign all rights, titles and interest to BUYER the LOTTERY CONTRACT. The purchase price for the LOTTERY CONTRACT shall be Fifty Thousand Dollars (\$50,000.00) ("**LOTTERY PURCHASE PRICE**"). In connection herewith, within 48 hours of the Opening of Escrow, BUYER shall deposit the sum of Two Thousand Five Hundred Dollars (\$2,500.00) into Escrow. The remaining purchase price of Forty Seven Thousand Five Hundred Dollars (\$47,500.00) shall be deposited into the Escrow 24 hours prior to the close of the Escrow. Notwithstanding the foregoing, SELLERS shall have the right to include the LOTTERY CONTRACT as security under the Security Agreement.

5. BUYER shall purchase from PRO CORP and PRO CORP shall sell to BUYER all rights, title and interest in and to all of the PRO CORP ASSETS for a total sum of Eight Hundred Thousand Dollars (\$800,000.00). The respective purchase prices are more fully set forth in Exhibits D-I. In connection herewith, within 48 hours of the Opening of Escrow, BUYER shall deposit the sum of Eighty Thousand Dollars (\$80,000.00) into Escrow. The sum of Three Hundred and Fifty Thousand Dollars (\$350,000.00) shall be deposited into the Escrow 24 hours prior to the close of the Escrow.

6. As a further condition of Closing, SELLERS shall "take back" from BUYER an additional Note ("Asset Note") and Security Agreement ("SECURITY AGREEMENT") and UCC1 in the sum of Three Hundred and Seventy Thousand Dollars (\$370,000.00), securing the remaining part of the purchase price for the purchase of the PRO CORP Assets, in the form attached hereto as Exhibit "L", against the PRO CORP ASSETS. Prior to the expiration of the DUE DILIGENCE PERIOD, the parties shall finalize, execute, and acknowledge as appropriate, the ASSETS. The herein subject Promissory Note shall contain the same general terms and conditions as does the Note referenced in Paragraph 3 © (i) above.

7. Notwithstanding any language to the contrary, and as a condition concurrent of the purchases herein, TRUST and PRO CORP shall have the right to cross-collateralize the security and collateral in the DEED OF TRUST and SECURITY AGREEMENT. Said Cross-collateralization shall effectively provide that a breach or default of the payments in either of the above referenced Obligations, shall be deemed a default of the other Obligation.

8. The "Escrow" to facilitate the purchase of assets and Property described in paragraphs 1 – 5 shall be established at First American Title Insurance Company, 2500 Paseo Verde Parkway, Suite 120, Henderson, Nevada 89074 ("Escrow Holder") and shall be utilized to consummate all of the herein referenced purchases more specifically described herein. Within one (1) business day after the execution of this Agreement by both parties, SELLERS will open Escrow ("Opening of Escrow"). This Agreement will serve as escrow instructions to Escrow Holder for consummation of the transaction contemplated hereby. The parties agree to execute such commercially reasonable additional escrow instructions as may be required to enable Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any

conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement will control unless a contrary intent is expressly indicated in such supplementary instructions.

9. Notwithstanding anything in this Agreement to the contrary, BUYER shall have a period of forty-five (45) days commencing upon the Opening of Escrow ("**DUE DILIGENCE PERIOD**") to perform its full DUE DILIGENCE, at no cost to SELLERS, relative to the feasibility of BUYER being successful in utilizing PARCEL 1, PARCEL 2 and the other Assets more specifically described in Paragraphs 8-13 for its contemplated usage. During this DUE DILIGENCE period, BUYER shall have the right to inspect the subject PARCEL 1, PARCEL 2 and all other of the therein described Assets.

a. In connection with the DUE DILIGENCE PERIOD, BUYER must specifically and affirmatively waive any objections it may have in and to the herein purchase, in order to consummate the herein sale. Should BUYER in fact waive its objections as is described herein, it must close the Escrow by the Close of Escrow (as defined in Section 13).

b. During this DUE DILIGENCE period, SELLERS agrees to timely cooperate with BUYER, and provide to BUYER any and all documents ("Documents") it has in its possession which will assist BUYER in successfully completing its DUE DILIGENCE of PARCELS 1, PARCELS 2, and the assets (collectively, the "Property"). Said Documents delivered to BUYER from SELLERS shall be at no cost to Sellers and shall be without representation or warranties as to their accuracy or reliability. Said Documents shall include but not be limited to any and all documents, data, material, and/or other information related to or concerning the Property and its activities, including those related to or concerning the Seller's ownership, authority, right, title, interest, license, permit, consent and/or permission to own, maintain, use and/or operate the Property and all activities thereon and thereto, in Seller's possession or control, including but not limited to, (i) Surveys, Plans and Engineering Documents, including surveys, plans, specifications and engineering documents, geological and environmental reports, site and/or boundary surveys, structural and/or other engineering studies, as well as disclose if Property is located in a Special Flood Hazard Area, Potential Flooding (Inundation) Area, Very High Fire Hazard Zone, State Fire Responsibility Area, Earthquake Fault Zone, Gas and Hazardous Liquid Transmission Pipelines, and, disclose any other zone as required by Law and provide all information pertaining thereto; (ii) Rental, Use and/or Occupancy Agreements, including current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property and/or any activities thereon, rental statements, including names and addresses of tenants or lessees, rental rates, period of rental, date of last rent increase, security deposits, rental concessions, rebates, or other benefits, if any, and a list of delinquent rents and their duration; (iii) Unaudited Pro-forma Income and Expense Statements, including the books and records for income and expense for the twelve (12) months preceding the Effective Date of this Agreement; (iv) Tenant Estoppel Certificates, completed by Seller or Seller's agent, and signed by tenants, acknowledging that the rental or lease agreements are unmodified and in full force and effect, that no lessor or landlord defaults exist, and, stating the amount of any prepaid rent or security deposit during due diligence period; (v) Permits and/or Licenses, including any approvals concerning the Property and all activities thereon, applied for, rejected and/or obtained from any governmental entity, including any licenses or permits pertaining to the operation of the Property or

activities thereon; and, (vi) Miscellaneous Documentation including structural modifications, alterations, repairs or replacement; Governmental Compliance requiring permits, inspections and/or approvals; Violation Notices issued and/or known to Seller; any past, current or pending lawsuit(s), investigation(s), inquiry(ies), action(s), or other proceedings affecting the Property, and/or the right to use or occupy it, any unsatisfied mechanic's liens or materialman's liens affecting the Property; whether any tenant is the subject of any bankruptcy; while Seller must disclose known material facts and defects affecting the Property and/or the activities thereon; water reports; water supply agreements; rail service agreements; mobile home permits or "grandfather rights"; property files, appraisals, studies, reports, plans, maps; three years of complete financial statements of the Property; civil and other engineering reports; grading elevations; and any other material, data or information known by Seller regarding the condition and/or use or operation and/or activities of the Property and all aspects thereof. On or before the end of the DUE DILIGENCE PERIOD, Buyer shall give written notice to Seller of Buyer's acceptance or rejection of each of the above. Seller shall assign the above to Buyer at the Close of Escrow. In the event Buyer accepts any of the above, Seller shall obtain consents if applicable prior to the Close of Escrow. The assignment(s) shall be in the form of and with content approved and reasonably acceptable to Buyer.

Any and all of the service, maintenance, and vendor contracts related to or concerning the Property and all activities thereon and thereto shall be referred to as "**Service Contracts**". On or before the end of the DUE DILIGENCE PERIOD, Buyer shall give written notice to Seller of Buyer's acceptance or rejection of each of the Service Contracts. In the event that Buyer rejects any of the Service Contracts, Seller shall take all reasonable steps to cause the termination or cancellation of the Service Contracts rejected by Buyer, except for existing purchase power agreement ("**PPA**") which is assumed in its entirety by Buyer. Seller shall take all reasonable steps to assign the Service Contracts to Buyer at the Close of Escrow. In the event Buyer accepts any of the Service Contracts, Seller shall take all reasonable steps to obtain consents to such Service Contracts, if applicable prior to the Close of Escrow. The assignment of the Service Contracts shall be in the form of and with content approved and acceptable to Buyer.

Any and all policies of general liability insurance related to the Property and all activities thereon shall be referred to as "**Liability Insurance Policy**". At the option of Buyer, and with insurance carrier approval, the Liability Insurance Policy may be transferred to and assumed by Buyer. In the event Buyer elects to assume the Liability Insurance Policy, Seller shall take reasonable steps to obtain any required consent or approval.

Inspection of Property and Matters Affecting Property. During the DUE DILIGENCE PERIOD, Buyer shall have the right to inspect, investigate, analyze, and evaluate the Property and all activities thereon to determine, in Buyer's sole and absolute discretion, whether the Property is acceptable to Buyer and/or is suitable for Buyer's intended purposes, including but not limited to, its condition, the condition and status of the Property, and the condition and status of the Businesses and Personal water table reports, mineral rights, soil, environmental, hazardous material, and engineering tests, surveys, feasibility studies, and other examinations of the Property. Buyer and Buyer's agents, employees, servants or nominees of Buyer are hereby granted the non-exclusive right to enter on the Property for the purpose of performing whatever inspections, studies, tests,

engineering services, surveying, geological work or activity Buyer deems necessary in order to conduct such inspections, studies and/or other investigations. Buyer shall not allow any liens to be imposed upon the Property and shall indemnify and hold the Seller harmless from and against any and all claims, losses, damages, and liabilities resulting from Buyer and/or its agents, employees, contractors and consultants entering onto, investigating and inspecting the Property, except to the extent any of the same shall be caused by Seller, or Seller's agent or representatives, or by or are preexisting conditions on the Property. BUYER shall defend, indemnify and hold SELLERS harmless from and against any and all claims and liens arising out of any act or failure to act of BUYER or its authorized agents as a result of their respective activities on the Property. Before entering the Property, BUYER (or its consultants entering onto the Property) shall obtain and furnish to SELLERS a certificate of insurance showing that BUYER (or such consultant entering the Property) maintains commercial general liability insurance with a reputable insurer licensed in California, with a Best's rating of A or better, providing minimum limits of liability of Two Million and No/100 Dollars (\$2,000,000) per occurrence and in the aggregate, naming SELLERS and its lender (if any) as additional insureds. Such certificate shall expressly provide that such insurance may not be canceled or reduced in scope or coverage without at least thirty (30) days' prior written notice to SELLERS.

For purposes of this Agreement, the term "**Timely**" shall be defined as performance within 10 days of the date that demand is made for delivery of any specific items defined in Paragraph 7 above.

i) Should there be any agreements and or leases then in effect, which in any way effect the subject PARCEL 1, PARCEL 2, or any of the other Assets, SELLERS represent and warrant that it/they will either a) successfully terminate any and all such Agreements and or Leases, or b) assign said Agreement and or Lease to BUYER, which ever BUYER so elects, so long as such termination or assignment is permitted by those certain Agreements and/or Leases.

10. In connection with the completion of the DUE DILIGENCE, should BUYER discover any fact which makes the CONTEMPLATED PURPOSES less feasible and/or unfeasible during the DUE DILIGENCE PERIOD, then BUYER shall have the unqualified right to terminate the herein sale prior to the DUE DILIGENCE PERIOD, and demand refund of any monies deposited into the subject Escrow; less any allowable costs of the Escrow assessed to BUYER. Should BUYER fail and or refuse to terminate the Escrow prior to the expiration of the DUE DILIGENCE PERIOD, then all monies deposited into the subject Escrow by BUYER shall be deemed earned by TRUST, and shall thereafter be deemed nonrefundable to BUYER.

11. Buyer acknowledges that SELLER has the right to seek and negotiate "back up" offers during the herein DUE DILIGENCE PERIOD, however notwithstanding the foregoing, nothing herein shall give SELLER the right to terminate this Agreement during the DUE DILIGENCE PERIOD for any reason, other than if BUYER voluntarily terminates and or cancels the subject Escrow.

12. SELLERS represent and warrant that at the Close of Escrow, it will own or control a) PARCEL 1, b) PARCEL 2, and c) any and all Assets more specifically described in Paragraphs

2- 5 above) free and clear of any liens (including but not limited to judgment liens, tax liens, or mechanic liens), and/or encumbrances, and/or mortgages, and/or loans.

13. This Agreement contains all of the terms and conditions agreed upon, it being understood that there are no outside representations or oral agreements. BUYER acknowledges that, except as expressly contained in this Agreement, (a) neither SELLERS nor anyone acting for or on behalf of SELLERS has made any representation, statement, warranty, or promise to BUYER concerning the physical aspects and condition of the Property, any dimensions or specifications of any of the Property, the feasibility, desirability, or convertibility of the Property into any particular use, or the projected income or expenses for the Property; (b) in entering into this Agreement, BUYER has not relied on any representation, statement, or warranty of SELLERS (except those expressly contained herein) or on the documentation provided by SELLERS to BUYER under this Agreement, or anyone acting for or on behalf of SELLERS, all of which are to be independently verified by BUYER; (c) BUYER is purchasing the Property based solely upon BUYER's own inspection and examination thereof; (d) that BUYER is purchasing the Property in its then "AS IS" physical condition and its then "AS IS" state without any representation, statement, or warranty of SELLERS (except those expressly contained herein); and (e) BUYER does hereby waive, and SELLERS do hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property, including, by way of description, but not limitation, those of fitness for a particular purpose, merchantability, tenantability, habitability, and use, except for the representations and warranties of SELLERS set forth herein.

14. Close of Escrow. Unless the parties mutually agree to an extension hereof, the Escrow must close within the earlier of a) fifteen (15) days of BUYER'S approval of its review, investigation, and inspection conducted during its DUE DILIGENCE period, or b) sixty (60) days after the Opening of Escrow ("Close of Escrow").

15. BUYER and SELLERS warrant that neither party has retained or engaged any other Real Estate Broker or salesperson, in connection with the herein transaction, other than Tony Castrignano of Sky Mesa Realty ("**BROKER OF RECORD**"). The parties hereto agree that the resultant Brokerage commission which would be owing to the BROKER OF RECORD is five percent (5%) of the purchase price. Said commission shall be paid exclusively by SELLER, and shall come from the SELLERS' proceeds resulting from the herein sale.

16. The Parties hereto agree to execute any and all documents necessary to effectuate the intent of this Agreement.

17. This Agreement is the full and final agreement between the parties, and shall constitute the full and final Agreement between the parties with respect to the subject matter of this Agreement. In connection therewith, this Agreement shall supersede any prior or contemporaneous agreement, either oral or written between the parties.

18. If any provision of this Agreement shall be found to be invalid or unenforceable in any respect, the remainder of the Agreement shall remain in full force and effect. The Agreement shall be interpreted to provide a full and reasonable commercial interpretation.

19. Any and all modifications to this Agreement must be undertaken in writing and signed by all parties.

20. Should litigation be initiated to enforce the terms of this Agreement then in addition to any damages awarded by the Court, the prevailing party in any such litigation shall be entitled to

their reasonable attorney fees and costs.

21. Any Notice required or permitted to be given under this Agreement shall be in writing and either personally delivered, or sent by United States mail, registered or certified mail, postage prepaid, return receipt requested and address as follows, and shall be deemed to have been given upon the date of delivery (or refusal to accept delivery) as indicated on the return receipt:

If to SELLERS Roxanne Lang
 Freeman-Lang Revocable Living Trust
 176 Buena Court
 Henderson, CA 89074

With copy
to _____

If to Buyer: American Green, Inc
 2902 W. Virginia Ave.
 Phoenix, AZ 85009

With Copy to: Lawrence MillerSolomon Group
 25020 Avenue Stanford Suite 100
 Valencia, CA 91355

22. Time is of the Essence of this Agreement.

23. Nothing in this Agreement shall (i) confer on any party the authority to act on behalf of any other party on any matter without the express consent of such other party, or (ii) create the relationship of partners, joint venturers, or any other relationship.

24. Section 1031 Exchange. Each party hereto reserves the right, by written notice to the other party at any time before the Closing, to convert this transaction to an exchange which qualifies for non-recognition of gain under Internal Revenue Code Section 1031, and applicable provisions of the California Revenue and Taxation Code; provided that the party conducting such exchange ("Exchanging Party") provides written notice to the other party ("Cooperating Party") at least ten (10) business days prior to the Closing of the Cooperating Party's intent to conduct such exchange. In connection therewith, the Cooperating Party agrees to cooperate with the Exchanging Party to consummate such exchange and agrees to execute a consent to such exchange, if requested by the Exchanging Party; provided, that the Cooperating Party shall not be required to execute any amendments hereto, escrow instructions, documents, agreements, or other instruments in order to complete the exchange.

25. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but any such counterparts together shall constitute only one and the same instrument

Water Systems – Transient-noncommunity Sys-Tier1 Sgl Well

Requirements for maintaining permit

Water testing

1. Test for chlorine every day – write it down on form. .02
FAX 909 387 4323

Data for the month sent into San Bernardino by the tenth of the next month.

Water is treated with sodium hypochlorite using an automatic chlorinator which was just replaced in February 2017. Chlorine purchased at Thatcher Company, 90 Business Center Street, Henderson, Nevada 89014, 702 564-7622. Call beforehand to place order for Will Call. UN1791, Hypochlorite solutions, 8, PGIII, T-Chlor, Product Code: 2000104. Turn in empty drums (carboys). Chemicals must be NSF/ANSI Standard 60 certified.

2. Water testing every quarter on the second month of the quarter by the 10th of the month. 3 samples of drinking water are gathered according to Bacteriological sample Plan. The three current sites are: well head, RV space B-8, and Quonset Hut. Samples are being tested for Coliforms – P/A. A Chain-Of-Custody-Record must accompany the samples. These sample should be kept on ice until delivered to Silver State Lab, 3626 East Sunset Road, Suite 100, Las Vegas, NV 89120, 702/873-4478. ssalabs.com Lab to upload all chemicals analyses results via EDT (Electronic Data Transfer) using PS (primary Station) code: Well 1 PS code: 3600183-001

Once a year the sample must be tested for nitrate (NO₃-N) and nitrate (NO₂-N) once every three years. Last nitrate (NO₃-N) testing was 2/8/17. A Chain-of –Custody-Record must accompany all the samples.

Silver State will send results electronically to you and to the county.

Reports Filed

1. Small Water System Annual Report to the Drinking Water program – also known as Electronic Annual Report (EAR). This is mandatory reporting by the state of California and needs to be filed with the San Bernardino Department of Environmental Health Services (DEHS). The form is found on <https://drinc.ca.gov/ear/>
2. Emergency Response Plan must be filed with Division of Environmental Health Services

3. A Bacteriological Sample Siting Plan must be filed with Division of Environmental Health Services. (DEHS)

Liaison with County

Belinda Huy

Environmental Health Specialist

San Bernardino County

Dept. of Public Health

Mobile: 909 677-8510

Belinda.Huy@dph.sbcounty.gov

385 N. Arrowhead Ave, 2nd Floor

San Bernardino, CA 92415

[Signatures appear on next page]

Executed to be effective as of the date first set forth above.

SELLERS

FREEMAN-LANG REVOCABLE LIVING TRUST

By: 
ROXANNE M. LANG:

ROXANNE M. LANG

PROVIDENT CORPORATION

By: 

N.T. P. INC.

By: 

BUYER:

AMERICAN GREEN, INC

BY:

EXHIBIT A

PARCEL 1

<u>80 acres</u>	<u>Nipton parcels</u>	
<u>ACRES</u>	<u>PARCEL #</u>	<u>ADDRESS</u>
12.58 +/-	<u>0573-071-17-0-000</u>	107355 Nipton Road
42.28 +/-	<u>0573-071-19-0-000</u>	107450 Nipton Road
6.25 +/-	<u>0573-071-20-0-000</u>	107305 Nipton Road
5 +/-	<u>0573-071-16-0-000</u>	67527 Castle Buttes Dr
12.26 +/-	<u>0573-071-18-0-000</u>	67668 Castle Buttes Dr
2.5 +/-	<u>0573-071-15-0-000</u>	67675 Castle Buttes Dr

EXHIBIT A

EXHIBIT B

40 ACRES PARCEL 2

Saddlehorn Road

SW ¼ NE ¼ SEC 13 TP 15N R 15E

EXHIBIT B