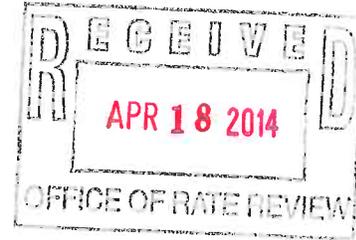


Cable & McCormick, a Professional Corporation
d/b/a Diagnostic Imaging of Alaska
4100 Lake Otis Pkwy, Ste 304
Anchorage, AK 99508

April 18, 2014

Ms. Alexandria Hicks, CON Coordinator
Division of Health Care Services
Department of Health and Social Services
Office of Rate Review
3601 C Street, Suite 978
Anchorage, AK 99503-5924



HAND DELIVERED

Dear Ms. Hicks:

Re: 7 AAC 07.031 Request for Determination

Cable & McCormick, PC d/b/a Diagnostic Imaging of Alaska (DIA) is requesting a determination whether a certificate of need is required to establish a new whole body MRI service in Wasilla, Alaska. DIA is owned by Radiologists Harold Cable, MD and John McCormick, MD. The project cost is \$1,333,105

Proposed Activity

DIA is an established practice and plans to enter into an equipment lease for a refurbished 2006 Upright MRI (S/N 1370-manufactured September 2006) from Fonar Corporation. The \$800,000 lease is for 5 years with a \$1 buy-out provision at the end of sixty months. Although the payments are made up front, clarification from Fonar included the following statement from Luciano Bonanni, its Executive Vice President:

The agreement with Fonar is best characterized as a "lease", because Fonar retains title to the equipment and additional monthly payments may be required, if and only if the excess utilization threshold is triggered. At the end of 60 months, Diagnostic Imaging shall own the MRI scanner for \$1.

Since there is no obligation to pay more than the \$800,000 for the MRI at inception, there are no "lease payments" due Fonar. If the \$800,000 were to be financed by some third-party, the \$800,000 could be converted to a 60 month payment obligation.

There is no warranty period for the refurbished 2006 unit. Thus, the service contract payments will be for five (5) payments of \$120,000 each year in advance, commencing with acceptance (clinical operation) of the scanner. As you know, this is separate contract for maintaining the scanner over five years.

DIA will purchase commercial property that located at 261 East Park Avenue #3; Wasilla, Alaska 99654; Park Avenue Community Condo Ph1 #3.

The practice will undertake remodeling of the building to accommodate the MRI installation according to Fonar's specifications. The remodeling includes "rigging". The "rigging", is the task of delivering the various components from the parking lot, to the interior of the building, where the magnet is assembled and the computer racks installed. This task is usually handled by the general contractor, in charge of the other trades (HVAC, electrical etc.) on the jobsite. Certified cost estimates are included in this letter. In addition, an independent review of the James Construction cost estimate is included.

Ms. Alexandria Hicks

April 18, 2014

Page 2

DuClos Construction was asked to conduct the review on our behalf to provide certified cost estimate verification. Mr. DuClos has 12 years of experience managing and constructing medical facilities, including MRI suites. A copy of his review is attached in which he found the \$260,000 construction estimate reasonable.

Once the building remodeling is complete, Fonar will install the equipment. The cost of the installation is included in the lease of the equipment.

We also have need for office furniture and I have enclosed copies from the Office Depot catalog for office and waiting room chairs.

The following expenditures are included and documents supporting the costs are attached to this request:

EXPENDITURE	Costs Incurred
Purchase of building at 261 East Park Ave, Ph 1 #3, Wasilla	\$250,000
Remodeling of building—Certified cost estimates included Including architectural schematics and drawings	\$282,595
Office furniture	\$ 509
Designs, plans, working drawings for remodel of building are provided by Fonar	\$ 0
Leasing of equipment or space occupied by the facility.	\$ 800,001
TOTAL	\$1,333,105

The project will commence upon receipt of a determination decision from your office. We expect the remodeling and installation of the MRI equipment will be completed by December 31, 2014.

If you have any questions you can direct them to my email address at mccormickalaska@gmail.com or to our office manager, Susan Selzer at dia.susan@gmail.com

Sincerely,



John McCormick, MD

Enclosures:

Equipment Lease

Fonar Quotation No. 131217/459 and Addendum dated 4/15/2014

Real Estate Documents

Real Estate Purchase and Sale Agreement

Remodeling Costs

Real Estate Build out Certified Cost estimates provided by Gittins Construction and James Construction, note that high bid of \$282,595 was included in costs listed in content of letter.

Fonar schematic drawings

Office furniture cost estimates

Equipment Lease

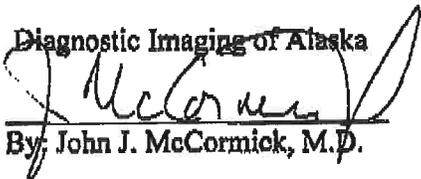
ADDENDUM TO THE FONAR QUOTATION NO. 131217/459

Dated December 17, 2013

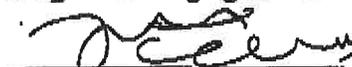
1. Fonar will include the Advanced Coil Package at no additional charge.
2. Fonar agrees to accept a refundable \$200,000 down payment, to be applied to the payment obligations below.
3. Fonar will arrange to rent a refurbished Upright MRI scanner (S/N 1370-manufactured Sept. 2006). It will operate at the same specifications of a newly manufactured Upright MRI. The rental contract shall obligate Diagnostic Imaging of Alaska to utilize the Fonar Upright MRI scanner exclusively and pay Fonar \$800,000 as follows: a \$200,000 down payment, \$120,000 upon CON approval (or favorable Letter of Determination), \$400,000 upon the arrival of the MRI system in Alaska and \$80,000 at acceptance. The rental agreement shall contain a provision enabling Fonar to charge an additional \$400 per scan, for each scan in excess of 100 per month, if and only if the 100 scan per month threshold is exceeded. Should the excess utilization exceed 200 per month, the excess utilization charge for the scans in excess of 200 per month shall be \$100 per scan. The excess utilization payments will be due in the month immediately following the month in which the threshold is exceeded. At the end of sixty (60) months, Diagnostic Imaging of Alaska shall own the MRI scanner for \$1.
4. There is no warranty period. The lease agreement will obligate Diagnostic Imaging of Alaska to enter into a service contract with Fonar for continuous maintenance of the scanner at a cost of \$120,000 per year, paid annually in advance commencing at "acceptance" (successful completion of Fonar's acceptance test procedure witnessed by Diagnostic Imaging of Alaska's designated representative).
5. In appreciation for receipt of the refundable \$200,000 down payment by the close of business Tuesday December 31, 2013, Fonar will include a Quad-Z Planar Coil, Quad Z Wrist/Hand Coil, Quadrature Foot/Ankle Coil and the Scoliosis Package, at no additional charge

Agreed to and Accepted By:

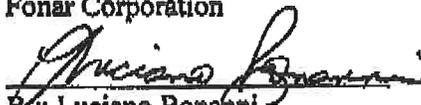
Diagnostic Imaging of Alaska


By: John J. McCormick, M.D.

Diagnostic Imaging of Alaska


By: Harold F. Cable, M.D.

Fonar Corporation


By: Luciano Bonanni
Its: Executive Vice President

Date: 4/15/14

THIS ADDENDUM IS VAILD THROUGH JUNE 30, 2014



FONAR CORPORATION
 110 MARCUS DRIVE
 MELVILLE, NEW YORK, 11747-4292
 (631) 694-2929
 (631) 390-7766 Fax
 sales@fonar.com

DATE December 17, 2013
 QUOTATION NO. 131217/459
 REPRESENTATIVE A. Mercer

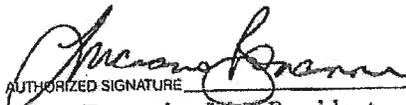
Inquiries regarding this quotation should refer to quotation number, indicated product, line and be directed to the representative indicated above.

FONAR Corporation is pleased to submit the following 8 page quotation for the products and services described herein at the stated prices and terms, subject to your acceptance of the terms and conditions included in this quotation.

Susan Selzer
 Business Manager
 Diagnostic Imaging of Alaska
 4100 Lake Otis Pkwy, Ste 304
 Anchorage, AK 99508

EXHIBIT A **Quotation**

ITEM NO.	QUANTITY	DESCRIPTION	PRICE
		<p align="center">Indomitable™: The FONAR Upright™ MRI</p> <p>The Upright™ MRI is a unique and versatile whole-body MRI system with a broad range of clinical capabilities and a complete set of imaging protocols. The Upright™ MRI scanner features Position™ imaging (pMRI™) and weight-bearing MRI applications. Your patients can flex, bend, extend and, importantly, the patient bed will rotate from upright to horizontal.</p> <p>The Upright™ MRI system provides revolutionary patient comfort. The patient sits upright in a magnet with two vertical magnetic poles. There is nothing in front of the patient's face except for a 42-inch television. Your patient can simply walk up to the magnet, sit down, have their scan and walk away.</p> <p>This multi-positional MRI system provides an unrestricted range of motion for flexion and extension studies. Previously difficult patient scanning positions can be achieved using the unique MRI-compatible motorized patient handling system. The system can scan spines and joints in the weight-bearing state, and the brain with the patient upright. Patients can also be scanned in the conventional recumbent position.</p> <p>The system is equipped with high-performance Whisper Gradients™ capable of high resolution and fast scanning, a set of high-performance RF receiver coils and a high-speed computer-processing platform with extensive software features promoting productivity.</p>	

FONAR CORPORATION	CUSTOMER'S ACCEPTANCE
<p>AUTHORIZED SIGNATURE  DATE December 17, 2013</p> <p>Executive Vice President 30 days</p> <p>TITLE _____ THIS QUOTATION VALID FOR _____</p>	<p>BUYER _____</p> <p>AUTHORIZED SIGNATURE _____</p> <p>TITLE _____ DATE _____</p>

The Upright™ MRI system includes:

- A. Magnet**
- B. Patient Positioning System**
- C. Gradient System**
- D. Computer Architecture**
- E. User-Interface and MRI Software**
- F. Radiofrequency System**
- G. Imaging Techniques**

A. MAGNET

Field Strength:	0.6 Tesla
Type:	Iron-frame electromagnet
Cryogen:	Not required
Configuration:	Front-open and top-open design
Key Benefits:	Patients can look out at a 42-inch television with an unobstructed view, while sitting or standing in the magnet. Unrestricted range of motion for flexion and extension studies
Field Orientation:	Horizontal, transverse to the patient
Patient Gap:	18-inch (46 cm) pole-to-pole, horizontal gap

B. PATIENT POSITIONING SYSTEM

Positioning Capabilities: Sitting (attachable/removable seat)
Standing
Advance the upright patient into the center of the magnet
With the patient vertical, translation of the table provides an elevator function, placing the anatomy of interest at magnet isocenter.
Rotate the patient from upright to recumbent
Variable positioning at any intermediate angle
Long pad/cushion for patient comfort during recumbent scans
With the patient horizontal, translation of the table advances the recumbent patient into the magnet in the conventional manner.
True image orientation is assured regardless of the rotation angle via computer read back of current bed position.

Patient Stabilization:	Table tilted slightly backwards to reduce patient motion during upright scanning. Magnet poles on the left and right of the patient reduce lateral motion.
Control:	Motorized and MRI-compatible A dedicated computer controls the bed movement. Pre-programmed modes of operation (vertical, horizontal and tilt) are initiated using a multi-function keypad.
pMRI™ Support Fixtures:	Two movable, MRI-compatible transpolar stabilization bars (VersaRest™) used for enhancing patient comfort during multi-positional scans such as flexion, extension, rotation and lateral bending Removable seat assembly with footrest
RF Coil Placement:	Support fixtures for RF receiver coils integrated into the bed Enhanced-throughput Universal Mounting Fixture for securing RF receiver coils to the bed is patient-height adjustable. Head cradle for recumbent and upright scanning Dedicated ACR Phantom Fixture to hold the calibration phantom and receiver coil at isocenter with patient positioning system in the upright position (ACR phantom included)
Weight Limit:	500 lbs

C. GRADIENT SYSTEM

Low acoustic-noise Whisper Gradients™ create a patient-friendly scan environment. High-performance gradient operation provides high resolution and fast scanning capabilities. The gradient controller ensures precise digital control, flexible waveform generation and advanced pulse sequence programming capabilities.

Gradient Strength (Max.):	20 mT/m
Slew Rate (Max.):	33 T/m/s
Minimum Slice Thickness:	2.0 mm (2DFT), 0.8 mm (3DFT)
Minimum Field-of-View:	6 cm
Type:	Self-shielded, biplanar
Cooling System:	Air-cooled electronics Air-cooled coils
Patient Comfort:	Extremely low-noise

D. COMPUTER ARCHITECTURE

Type: Dual Symmetric Multi-Processor
Operating System: Microsoft Windows 2000
CPU Speed: Two (2) Pentium-class processors (2.8 GHz minimum)
Reconstruction Speed: 10 images per second (0.1 seconds per 256^2 image for 2DFT)
AM: 1.0 GB
Online Storage: Three 146 GB SCSI hard drives configured in a redundant array with a storage capacity of 290 GB
Archive Media: DVD and CD
Remote Service: Link to FONAR field service headquarters

E. USER-INTERFACE AND MRI SOFTWARE

The Upright™ MRI dual-screen console includes both a scan control monitor and an image display workstation. The technologist-friendly MRI applications software platform can simultaneously run key processes, including scanning, reconstruction, MIP, image review and archive, filming, patient appointments and next scan set-up. The multi-window graphical user-interface utilizes pre-defined user protocols which quickly set-up and initiate scans. This speeds technologist training and ensures consistent clinical performance. The system is equipped with a complete set of protocols utilizing a broad range of advanced imaging techniques.

Console Configuration: Dual-screen, 1280 x 1024 high-resolution graphics monitors (19")
Controls: Keyboard and Mouse
Operation: Multiple windows multi-tasking environment
Anatomic Protocols: Pre-programmed and user-expandable
Productivity: Multi-tasking includes simultaneous scanning, reconstruction and MIP
Connectivity: Dicom 3.0 including Store, Print, Query, Retrieve and Modality Worklist
Image Display Features: Variable screen format (1,2,4,6,12,20-up)
Real-time continuous zoom and pan
Variable-speed paging (cine loop) under mouse control
Image Display Stack Mode for side-by-side paging comparisons of slices from a multi-positional set of scans on a specific patient
Film Manager controlling digital interface to laser camera
Independently windowed image frames
Image enhancement and noise reduction
Reverse contrast
Unique identifying labels for each frame
Pixel intensity, distance and angle measurements
Region-of-Interest (ROI) cursors with statistical analysis
Scout-scan Plan: Graphical set-up for number of slices, TR, slice thickness and interval, FOV, oblique angle and pre-saturation pulses

F. RADIOFREQUENCY SYSTEM

Optimal RF transmission is achieved using a digital frequency synthesizer and programmable RF pulse shaper. The flat RF transmitter is fully integrated into the patient gap. NMR signal reception is accomplished using one of the high signal-to-noise solenoidal RF receiver coils available for whole-body imaging. Signal processing utilizes state-of-the-art advanced front-end electronics designed for imaging flexibility.

Power Amplifier:	9 kW
Transmitter Type:	Quadrature
Transmitter Configuration:	Planar
Preamplifier:	Low-noise
Tuning:	Automatic
Amplifier Gain:	Computer-controlled
Demodulator reference:	Programmable for off-center FOV imaging
Audio filter:	Programmable for variable-bandwidth imaging

RF Receiver Coils**Standard Package:****High-Performance Spine and Body Coil Set**

45" wide belt coil (0120029-00)	\$ 15,000 (included)
55" wide belt coil (0120028-00)	\$ 18,000 (included)
65" wide belt coil (0120031-00):	\$ 20,000 (included)

Flexible, wrap-around solenoid coils provide uniform posterior-to-anterior signal intensity and extended longitudinal coverage for spine and body imaging. User can choose the optimal patient filling factor to increase the SNR.

Flexible Cervical Coil – small (0120045-01) and	\$ 15,000 (included)
Flexible Cervical Coil – large (0120045-02):	\$ 15,000 (included)

These flexible wrap-around solenoid coils optimize imaging for the cervical spine and are ideally suited for pMRI™ applications such as Flexion and Extension.

Signal-Plus™ Universal Coil (0120025-11):	\$ 15,000 (included)
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This multi-purpose solenoid coil is used for brain, foot, extra-large cervical and knee imaging applications.

Solenoid Wrist Coil (0211068-00):	\$ 12,000 (included)
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Rigid multi-conductor circular design optimized for high-resolution wrist (and small extremity) imaging.

G. IMAGING TECHNIQUES

Acquisition Methods: 2DFT & 3DFT

Pulse Sequences: Spin Echo (single and double echo)
Inversion Recovery
STIR
Gradient Echo
RF Spoiling
Gradient Spoiling
Steady State Preserved
Fat & Water In and Out-of-Phase
Fast Spin Echo
Variable Echo Train Length
FLAIR for CSF suppression
Driven Equilibrium Fast Spin Echo
MR Angiography
2D and 3D Time-of-Flight (TOF)
Walking pre-saturation band(s) to suppress venous/arterial flow
Targeted MIP (Maximum Intensity Projection)

Imaging Capabilities: Multi-Angle Oblique™ (MAO) Imaging
Swap Frequency and Phase
(512)² Acquisition Matrix
Anti-Aliasing
Reduced Bandwidth and Multi-Bandwidth Imaging
Off-Center FOV Imaging
Rectangular FOV
Variable-Interval Scanning
Spatially Selective Pre-saturation
Flow Compensation
Breath-hold Imaging
Multiple Sub-Scan Technique (sequential acquisition)

Design specification only. All system specifications are rapidly advancing and subject to changes.

OPTIONS (per system)

Quadrature T/L Coil (0110121-11)	\$ 37,000
Combining a solenoid and planar coil (each with its own tunable, embedded pre-amplifier) provides high SNR performance for lumbar and thoracic spine scans. This versatile RF coil is also used for body MRI applications.	
Quadrature Head Coil (0120049-12)	35,000
Combining a solenoid and saddle coil (each with its own tunable, embedded pre-amplifier) provides high SNR performance in an extremely comfortable coil design. Patients can easily "see out" to watch TV, and a three-point immobilization fixture prevents patient motion. The coil accommodates the ACR Phantom.	
Quadrature Knee Coil (0120057-00)	25,000
Combining a solenoid and saddle coil (each with its own tunable, embedded pre-amplifier) provides high SNR performance for extremity imaging. The coil easily slides up and down for optimal positioning over the patient's knee. The coil is left/right knee adaptable.	
Quadrature Planar Coil (with fixture) (0120067-00)	30,000
Combining a ring and butterfly coil (each with its own tunable, embedded pre-amplifier) provides high SNR performance for lumbar and thoracic spine scans. With the coil positioned vertically in the Planar Flexion Fixture, the patient simply walks in and sits down. In lumbar flexion studies, the movable Planar Flexion Fixture keeps the planar coils in contact with the patient's lower back.	
Phased Array Shoulder Coil (012077-00) (with Shoulder Immobilization Fixture)	50,000
This high SNR performance left/right shoulder adaptable phased array coil can be used in conjunction with a portable shoulder immobilization fixture. Positioning the patient's shoulder at the center of the magnet is easy, and patients are comfortable during their shoulder exams.	
Advanced Coil Package	\$ 177,000

TERMS OF SALE

*FOB FONAR Corporation's Plant, Melville, New York

*Payment Terms: 20% non-refundable down payment upon execution of FONAR accepted Purchase Order by signing of FONAR quotation¹

20% payment 60 days after down payment

30% payment (a) immediately prior to shipment of system magnet, or
(b) 120 days after down payment, whichever is earlier

20% payment (a) immediately prior to shipment of system electronics, or
(b) 150 days after down payment, whichever is earlier

10% payment upon acceptance

*FONAR must receive the final payment before commencing training.

*First year full warranty (parts and labor)

*Rigging, Shielding, Shipping and Insurance are the responsibility of customer.

*Camera is not included.

¹ Purchase Orders must incorporate by reference, and be placed in accordance with, FONAR Corporation's Sales Agreement (Form 001).

FONAR Corporation

By: _____
Luciano Bonanni
Executive Vice President

Date

Diagnostic Imaging of Alaska

By: _____
Susan Selzer

Date

Real Estate Documents

Counter Offer to the Purchase and Sale Agreement
This form authorized for use ONLY by active Real Estate Licensee Subscribers of Alaska Multiple Listing Service, Inc.



1 Date 01/02/2014

2 Regarding the Purchase Agreement dated 12/28/2013, referencing property commonly known as:

3 Address: 261 E Park Avenue #3

4 Legal (the Property): Park Avenue Community Condo Ph1 #3

5 in which Diagnostic Imaging of Alaska is/are referred to as Buyer

6 and Susitna Mechanical LLC is/are referred to as Seller.

7 Undersigned accepts all of the terms and conditions in the above designated Purchase Agreement with the following

8 changes or amendments:

The following dates are changed to not later than (if left blank or stricken-through indicates NO CHANGE):

Page/Line/Change:	Date:	Page/Line/Change:	Date:
1/28	Verification of funds for an all cash offer:	4/9	Buyer to inspect property:
2/6	Apply for new financing:	4/40	Buyer to provide written request/report:
2/10	Qualification letter from Lender:	4/43	Parties agreement on inspection repairs:
2/36	Documentation for Seller Financing:	5/11	Funds for appraisal prepaid to Lender:
2/38	Seller approval of Buyer's Ability:	5/12	Appraisal to be ordered:
3/25	Survey:	5/21	Days for agreement on appraisal repairs:
		5/20	Recording:

9 Purchase price shall be Two Hundred Fifty Thousand Dollars 00/100 \$ 250,000.00

10 1. As soon as buyer gets the necessary inspections/approvals needed for this purchase, buyer agrees to close within 3 weeks.

2. All other terms and conditions to remain the same.

11 **Withdrawal of Counter Offer:** The party making this Counter Offer may withdraw this Counter Offer prior to notification of acceptance from the other party.

12 **Seller reserves the right to continue to offer the Property for sale and accept any other offer prior to notification of Buyer's acceptance.**

13 **This Counter Offer shall expire unless the party making this Counter Offer is notified of its acceptance no later than 1/6/2014 4:00** a.m. p.m. (time).

14 **Notification of Acceptance or Withdrawal of this Counter Offer may be made only by one of the methods specified in Section 26 of the Purchase and Sale Agreement.**

15 Date: _____ a.m. p.m.

20 Buyer Seller [Signature] 2: _____ 3: _____

21 Brokerage The Kibe Lucas Team-Keller Williams Licensee(s) [Signature]

22 The undersigned accepts the above Counter Offer

23

24 Date: 1/3/14 a.m. p.m.

25 Buyer Seller [Signature] 2: _____ 3: _____

26 Brokerage Keller Williams Licensee(s) [Signature]

Purchase and Sale Agreement

(Residential)

This form authorized for use ONLY by active Real Estate Licensee Subscribers of Alaska Multiple Listing Service, Inc.



Dated 12/28/2013 Brokerage Names AK MLS ID # Brokerage Ph
Listing Brokerage: Kiba Lucas Todd Branch Gilbo Keller Williams - Alaska Group 2121 (907) 357-4683
Selling Brokerage: Keller Williams Realty Alaska Group of Eagle River 1019 (907) 698-6500
MLS # 13-17029

Licensee Names License # Direct Ph Cell Ph Email Address
Listing 1: Kiba Lucas 13217 (907) 357-4683 (907) 357-4683 kiba@mlsonline.net
Listing 2:
Selling 1: Dustin Renner 16580 (907) 268-4200 (907) 268-4200 dustin@duasfrenner.com
Selling 2:

Licensee Relationships: The Seller and Buyer acknowledge the following:

- a) Listing Licensee 1 is representing the Seller only (may assist the Buyer); or is assisting both the Buyer and Seller as a Neutral Licensee; or is assisting the Seller without representation.
Listing Licensee 2 is representing the Seller only (may assist the Buyer); or is assisting both the Buyer and Seller as a Neutral Licensee; or is assisting the Seller without representation.
b) Selling Licensee 1 is representing the Buyer only (may assist the Seller); or is assisting both the Buyer and Seller as a Neutral Licensee; or is representing the Seller only (may assist the Buyer); or is assisting the Buyer without representation.
Selling Licensee 2 is representing the Buyer only (may assist the Seller); or is assisting both the Buyer and Seller as a Neutral Licensee; or is representing the Seller only (may assist the Buyer); or is assisting the Buyer without representation.

1) Buyer(s), Diagnostic Imaging of Alaska, hereby deposit(s) earnest money of Ten Thousand (\$ 10,000) Dollars
evidenced by: Cash Personal Check Cashier's Check Note, Due on (date)
Or
shall be held in trust by Listing Broker Selling Broker Other
as earnest money on and part payment for the purchase of real property and improvements situated in
Wasilla (city or area) 99654 (zip), in the
Recording District, State of Alaska, described as:
281 E Park Avenue #3, Wasilla, AK 99654 (Address)
Park Avenue Comm Condo Ph 1 #3 (Legal) (the Property).

2) Purchase Price: Two Hundred Fifty Thousand 00/100 (\$ 250,000) Dollars
Minimum Down Payment (including earnest money shown above)..... \$ or %

3) Terms: Buyer does does not intend to occupy Property as Buyer's primary residence.
Property Type (check one): Single Family Condominium PUD Duplex Triplex Fourplex
Other Commercial

a) All Cash Offer: No loan is needed to purchase the Property; Buyer shall provide Seller written third-party documentation verifying sufficient funds to close no later than (date) (time). Seller shall have three (3) business days after receipt of documentation to notify Buyer, in writing, if the verification of funds is not acceptable. If Buyer fails to provide such documentation, or if Seller finds verification of funds unacceptable, Seller may terminate this Purchase Agreement. Failure of Seller to provide Buyer written notice of objection shall be considered acceptance of verification of funds.

b) New Financing: Recording is contingent upon Buyer obtaining financing. Check the appropriate block(s) below:
Conventional
FHA - (Attach Required Addendums)

Purchase and Sale Agreement Regarding Property Described As:

Address: 281 E Park Avenue #3, Wauville, AK 98854

Legal (the Property): Park Avenue Comm Condo Ph 1 #3

This form authorized for use ONLY by active Real Estate Licensee Subscribers of Alaska Multiple Listing Service, Inc.



tion located in the state; or any above combination that permits the Closing Agent to convert the deposit to cash not later than the next business day (AS 34.80.040).

6) Prorations:

Property taxes, interest on loans being assumed, prepaid rents, and HOA fees, if applicable, shall be prorated as of the date of recording.

7) Title/Survey:

- a) The Seller shall convey title by statutory warranty deed or _____.
- b) The Property may be subject to restrictions contained on the Plat; in the Deed; in covenants, conditions, and restrictions; or other documents noted in the preliminary title report.
- c) Upon execution of this Purchase Agreement by all parties, Seller will, at Seller's sole expense, order the report and exceptions from Mat Su Title-Brandt West (Title Company) and furnish them to Buyer.
- d) Upon receipt of the report and exceptions, Buyer shall have _____ business days (three (3) if not filled in) within which to notify Seller, in writing of any matters disclosed in the report, which are unacceptable to Buyer. Buyer's failure to timely object, in writing shall constitute acceptance of the report.
- e) If, within _____ business days (three (3) if not filled in) following receipt of the objections, Seller fails to remove or correct the matters identified in the objections, or does not give written assurances reasonably satisfactory to Buyer that they will be removed or corrected prior to the recording date this transaction shall automatically terminate. After recording, Buyer shall receive an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the purchase price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.
- f) Mineral rights may not pass with title to the Property.
- g) Neither Seller nor Seller's licensee make any representation as to the location of the lot corners or boundary lines. Buyer accepts sole responsibility for identifying and locating the corners and boundary lines of the lot.
- h) Survey, as-built survey, or recertification of survey shall be dated on or after _____, (date) OR as required by Lender.

8) Documents/Disclosures Required By Law:

- a) Lead-Based Paint Warning: Unless exempt, if the improvements on the Property include one or more residential dwelling(s) constructed prior to January 1, 1978, the Buyer shall not be obligated under the terms of this Purchase Agreement unless a completed Lead-Based Paint Disclosure form is signed by Seller and the Seller's real estate licensee(s), which must occur before the parties sign this Purchase Agreement. (See EPA pamphlet Protect Your Family From Lead In Your Home for more information.) If applicable, Buyer acknowledges receipt of the lead-based paint disclosure signed by the Seller prior to signing this offer.
- b) Buyer has has not received a copy of the State of Alaska Residential Real Property Transfer Disclosure Statement.
- c) Buyer has has not received a copy of the Alaska Real Estate Commission Consumer Pamphlet.
- d) Sex Offenders: The State of Alaska requires the registration of sex offenders residing within the State of Alaska (AS12.83.010). The Alaska Department of Public Safety is charged with maintaining the registry created. For more information, contact the Alaska State Trooper Post, Municipal Police Department or on-line at the State of Alaska /Department of Public Safety (<http://www.dps.state.ak.us>) Internet site by clicking on the Sex Offender Registry. As a buyer, it is your responsibility to independently investigate and verify for yourself the acceptability of a property with respect to these issues. (AS34.70.050). If Buyer elects to terminate this agreement based upon this investigation, Buyer must provide Seller with written notice within the time set forth in Paragraph 9i.
- e) The State of Alaska maintains a list of properties that have been identified by Alaska law enforcement agencies as illegal drug manufacturing sites, including meth labs. For more information on this subject and to obtain a list of these properties, go to <http://www.dcc.state.ak.us>. If Buyer elects to terminate this agreement based upon this investigation, Buyer must provide Seller with written notice within the time set forth in Paragraph 9i.
- f) If a Resale Certificate or a Public Offering Statement is required by law for the transfer of this Property, it is hereby agreed that the time for the Buyer to review these documents begins at the date and time that the Buyer acknowledges in writing the receipt of these documents. In the event that this Purchase and Sales Agreement terminates and Buyer has received a Resale Certificate or Public Offering Statement, the Buyer agrees to deliver the Resale Certificate or Public Offering Statement to Seller or Seller's Licensee.



Purchase and Sale Agreement Regarding Property Described As:

Address: 281 E Park Avenue #3, Wasilla, AK 99654

Legal (the Property): Park Avenue Comm Condo Ph 1 #3

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9) Physical Inspection of Property/Property Condition:

- a) Until the date of possession or recording, whichever is earlier, Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear.
- b) Buyer and Seller understand that Brokers and/or Licensees are not experts in the areas noted below and Buyer and Seller should rely solely on experts who are qualified in these areas. Brokers and/or their Licensees make no representations regarding the Property, including whether the residence or other improvements meet current building codes, safety or other requirements; and assume no duty to investigate or verify any disclosures made by Seller.
- c) Buyer shall have the right, at Buyer's expense, to have a licensed contractor(s) or other qualified professional(s) to further inspect and investigate the subject Property on or before 02/26/2014, (date) _____ a.m. _____ p.m. (time).
- d) Buyer is advised to hire a qualified, licensed, adequately insured inspector upon terms satisfactory to Buyer, which may cover some of the provisions below.
- e) Seller to approve Buyer's selection of a qualified professional(s) prior to any inspection or action. Such approval will not be unreasonably withheld. Buyer requests approval of the following inspector(s):

- f) Seller shall make the premises available for all inspections. Buyer shall defend, indemnify and hold Seller, Brokers and Licensees harmless from all liability or property damage including any liens, claims, or personal injury arising from the Property inspections. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this subsection, including Seller's reasonable attorney fees. This provision shall survive the termination or buyer default of this Purchase Agreement.
- g) Buyer's inspection may include, but is not limited to: square footage; rental/lease agreements; applicable school boundaries; zoning; erosion; avalanche hazards; sex offenders; pests; structural; plumbing; sewer/septic system; well (quantity/quality); heating; appliances; insulation; electrical; roof; soils; drainage; foundation; mechanical systems; lot corners and boundaries; code compliances; or possible past or present environmental hazards such as asbestos, mold, illegal drug or substance manufacturing including meth labs, urea-formaldehyde, radon gas, waste disposal sites, underground tanks, water contamination and/or other substances/products, etc.
- h) Buyer understands that measurements for square footage and/or dimensions may vary. It is the Buyer's responsibility to verify square footage (within the time set forth in Paragraph 9c) and not rely on information received from Seller, Brokers and Licensees, or governmental agencies.
- i) Buyer is responsible for researching whether the property is in a 'fire and/or road service' area.
- j) Buyer is advised to research land use, land use permits, building regulations, status of building permits, final completion documentation, status of PUR 101, PUR 102 and zoning affecting the Property.
- k) Buyer shall furnish to Seller copies of all reports obtained by Buyer concerning the subject Property at no cost to Seller. Buyer and Seller understand that any written reports generated as a result of any inspection(s) and investigation(s) of this Property become a material amendment to the State of Alaska Residential Real Property Transfer Disclosure Statement. Upon the receipt by Buyer of any such new property disclosure, Buyer has seventy-two (72) hours, or as otherwise allowed under AS Sec 34.70.020, to terminate this Purchase Agreement.
- l) Buyer's request for repairs/remedies or termination shall be in writing, supported by written reports (if applicable), and delivered to Seller or Listing Licensee(s) not later than _____, (date) _____ a.m. _____ p.m. (time).
- m) Seller and Buyer to reach an agreement regarding Buyer's request for repairs/remedies, by _____, (date) _____ a.m. _____ p.m. (time).

If no agreement is reached by the above date, the Buyer shall exercise one of the following options, in writing, within _____ business days (three (3) if not filled in):

- i) Buyer may terminate this Purchase and Sales Agreement.
- ii) Buyer may accept Seller's last counter offer of repairs/remedies.
- iii) Buyer may accept the property with any and all property conditions and discoveries as a result of the Buyer's inspection process.

If the Buyer does not respond in the allotted time, Seller may terminate this agreement in writing as outlined in Paragraph 17.

- n) If Seller's corrections are subject to re-inspection and approval prior to closing, by the same or a qualified inspector approved above, Buyer shall pay for first re-inspection. Thereafter, Seller to pay for all additional re-inspection fees.
- o) If Buyer fails to have the Property inspected or fails to provide Seller with a written request for repairs/remedies, in accordance with this Purchase Agreement, Buyer accepts the Property in its present condition and as described in the Residential Real Property Transfer Disclosure Statement.



Purchase and Sale Agreement Regarding Property Described As:

Address: 281 E Park Avenue #3, Wasilla, AK 99654

Legal (the Property): Park Avenue Comm Condo Ph 1 #3

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- p) Except as otherwise specifically stated in this Purchase Agreement or the Residential Real Property Transfer Disclosure Statement, recording of this transaction shall constitute Buyer's acceptance of the Property AS IS, WHERE IS, at recording, with all defects, latent or otherwise. Neither Seller, Broker nor any Licensee shall be bound by any representation or warranty of any kind relating in any way to the Property, its condition, quality or quantity, except as specifically set forth in this Purchase Agreement or the Residential Real Property Disclosure Statement, which contains representations of the Seller only, and which is based upon the best of Seller's personal knowledge.
- q) In the event the improvements on the Property are destroyed or materially damaged prior to recording, then, at the Buyer's option, this Purchase and Sale Agreement shall terminate upon Buyer's written notice to Seller.

10) Appraisal:

- a) Buyer Seller agrees to advance funds for the appraisal fee to Lender by _____ (date) and authorizes the Lender to order by _____ (date).
- b) The completion of Purchase is is not contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price.
- c) If the completion of Purchase is contingent upon the appraisal, and the Property does not appraise for the Purchase Price or greater, the parties shall have _____ business days (three (3) if not filled in) to renegotiate the Purchase Price. In the event the parties do not reach agreement on the Purchase Price within this time, the Purchase Agreement shall automatically terminate. (In the event of FHA/VA loans, the FHA/VA Amendatory Clause shall supersede).
- d) In the event the appraisal generates Lender-required repairs, repairs to be negotiated between Seller and Buyer.
- e) If Seller and Buyer have not reached an agreement regarding Lender-required repairs, within _____ business days (three (3) if not filled in) of Seller's receipt of the appraisal, this Purchase Agreement shall automatically terminate.
- f) If repairs/remedies are subject to re-inspection and approval prior to the recording date, Buyer shall pay for first re-inspection. Thereafter, Seller to pay for all additional re-inspection fees.

11) Recording/Possession:

- a) This sale shall be recorded on 03/05/2014 (date) or earlier by mutual agreement. Prior to recording, Buyer and Seller agree to sign all reasonably necessary closing documents and to perform the reasonable conditions required by the Closing Agent and Buyer's Lender.
- b) If obtaining new financing, and:
 - i) If Buyer is unable to obtain a loan commitment from agreed Lender by Recording Date, through no fault of Buyer, Buyer to provide written notice to Seller immediately upon Buyer learning of their inability to obtain loan commitment from Lender. This Purchase Agreement shall terminate automatically unless Seller and Buyer agree to modifications by Amendment to this Purchase and Sale Agreement.
 - ii) If Buyer fails to provide notice of inability to obtain loan commitment by such date (11a), or as modified by Amendment, and this transaction does not record, through no fault of the Seller, Buyer shall be in default.
- c) Seller shall deliver possession of the Property to the Buyer upon confirmation of recording or under attached occupancy agreement or other _____.
- d) Unless otherwise agreed in writing, Seller shall remove all debris, personal property not sold to Buyer, and leave the Property in clean condition. Seller shall provide keys and/or means to operate all locks, including but not limited to: mailboxes, security systems, alarms, garage door openers and any portable control devices for accessing the Property upon confirmation of recording.
- e) Buyer may walk through the Property prior to recording to determine there have been no material changes to the condition of the Property.
- f) If Property is a unit in a condominium or other common interest community, Buyer may be required to pay a deposit to the homeowners' association (HOA) to obtain access to HOA facilities.

12) Tenant Occupied Property:

Seller to provide rental/lease agreement(s) including lead based paint disclosure(s) (if applicable) within three (3) business days of fully executed Purchase Agreement which are subject to Buyer's approval within the time set forth in Paragraph 9c. Seller and Buyer shall comply with the regulations contained in the Alaska Landlord/Tenant Act. All refundable deposits shall be transferred to the Buyer at recording. Seller to provide Estoppel Certificate(s) prior to closing.

13) Insurance:

It is the Buyer's responsibility to determine whether homeowners' or property owners' insurance can be obtained for this property, within the time frame set forth in Paragraph 9c, and provide evidence of availability of same as may be required prior to recording.

Buyer(s) Initials

Seller(s) Initials

Purchase and Sale Agreement Regarding Property Described As:

Address: 261 E Park Avenue #3, Wasilla, AK 99554

Legal (the Property): Park Avenue Comm Condo Ph 1 #3

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14) Carbon Monoxide Detectors:

Carbon Monoxide (CO) is a colorless, odorless, and potentially fatal gas produced by the burning of fossil fuel. You are advised to use CO detectors in your property and have heating systems inspected and serviced regularly. Alaska Statute AS 18.076.025(a).

16) Home Warranty Protection Plans:

Home warranty protection plans (HWPP) may be available to buyers and/or sellers for residential properties, including multi-family units, during and after recording of this transaction. However, the HWPP does not replace the need for an independent home inspection. The Real Estate Brokerages do not warrant or provide any product or service in connection with the HWPP. In the event Buyer and/or Seller choose not to purchase a HWPP prior to recording, this paragraph shall serve as acknowledgment Buyer and/or Seller wish to waive their right to purchase the plan.

16) Brokerage Notice Regarding Earnest Money Deposits & Refunds:

Under Alaska law (12 ACC 84.250(7)), earnest money must be deposited into the Real Estate Brokerage trust account in a timely manner. Alaska Statutes and Regulations also require real estate brokerages to ensure the bank has cleared the earnest money deposit before funds can be released. If an offer is not accepted, or Purchase and Sale Agreement terminates, there may be up to fourteen (14) business days delay in refunding the earnest money to the Buyer, to allow the Buyer's check to clear the Real Estate Brokerage Trust Account. If Buyer provides written documentation from their bank showing funds have been deposited in Broker's Trust Account. Alaska Statutes & Regulations require the Broker refund the earnest money to the Buyer not more than one business day after the Buyer's check has cleared.

17) Termination:

In the event this Purchase Agreement is terminated as provided for in this Purchase Agreement, absent a default by the Buyer, all earnest money shall be returned to the Buyer and all parties shall be relieved of their obligations as set forth herein.

18) Time of the Essence and Remedies:

Seller and Buyer understand that time is of the essence. If any obligation is not performed or waived as provided, or if any note or check received as earnest money or any other payment is not paid, honored or tendered when due, there shall be the following remedies:

- a) If Buyer is in Default: Except as provided in Paragraphs 3, 7e, 9k, 9m, 9q, 10c, 10e, 11b, 19 and 20, Seller's remedies shall be limited to liquidated damages in the amount of the earnest money set forth in Paragraph 1. It is agreed that such payments and things of value are liquidated damages and are Seller's sole and only remedy for Buyer's failure to perform the obligations of this contract. The parties agree that Seller's actual damages in the event of Buyer's default would be difficult to measure, and the amount of the liquidated damages herein provided for is a reasonable estimate of such damages.
- b) If Seller is in Default: Buyer may elect to treat this Purchase Agreement as canceled, in which case all earnest money paid by Buyer hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Purchase Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

19) Earnest Money Dispute:

Notwithstanding any termination of this Purchase Agreement, Buyer and Seller agree that, in the event of any controversy regarding the earnest money held by Broker, the Broker may:

- a) Make the determination as to the cause of the failure of this Purchase Agreement and distribute the earnest money accordingly after giving notice to Cooperating Broker, or
- b) Require the parties to execute an agreement for the release of the earnest money, in which case the earnest money shall be distributed in accordance with such agreement. If the parties are unwilling to execute an agreement for the release of earnest money, the parties shall submit the matter to mediation as provided below, and if mediation fails, the broker may file an interpleader action in a court of competent jurisdiction requesting the court to determine the distribution of the earnest money. Broker shall be entitled to an award from the earnest money of full reasonable attorneys' fees and costs.
- c) In the event the Broker makes a determination as to the cause of the failure of the Purchase Agreement and distributes the Earnest Money accordingly, the parties hereto agree to indemnify and hold the Broker harmless from any and all claims, liabilities or losses that either party may incur as a result of the Broker's decision.



Purchase and Sale Agreement Regarding Property Described As:

Address: 261 E Park Avenue #3, Wasilla, AK 99654

Legal (the Property): Park Avenue Comm Condo Ph 1 #3

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1 **20) Mediation:**

2 If a dispute arises relating to this Purchase Agreement, between or among Buyer and Seller, and is not resolved prior to
3 or after recording, the parties shall first proceed in good faith to submit the matter to mediation. Costs to be shared by
4 mutual agreement between or among the parties. Unless otherwise agreed in mediation, the parties retain their rights to
5 proceed to arbitration or litigation.
6

7 **21) Costs and Expenses:**

8 In the event of any arbitration or litigation relating to this Purchase Agreement, the arbitrator or court shall award to the
9 prevailing party all reasonable costs and expenses, including attorney fees.
10

11 **22) Broker:**

12 It is mutually agreed by all parties that the Brokers and/or their Licensees shall not be held liable in any manner whatsoever
13 for damages arising from defaults or acts by or omissions of Buyer or Seller.

- 14 a) Both Buyer and Seller acknowledge Brokers are participants of the Alaska Multiple Listing Service, Inc., (AK MLS)
15 and are authorized to report details of the sale to AK MLS.
16 b) Buyer and Seller authorize any Lender, escrow agent, closing agent, appraiser, home inspector, surveyor and any
17 other related party to this sale to furnish and provide any and all information and copies of documents related to this
18 sale to both the Listing and Selling Brokers and their Licensees.
19

20 **23) Foreign Investment In Real Property Tax Act:**

21 The Foreign Investment in Real Property Tax Act ("FIRPTA") requires every person who purchases real property located
22 within the United States from a "foreign person" to deduct and withhold from the Seller's proceeds ten percent (10%)
23 of the gross sales price, with certain exceptions, and to pay the amount withheld to the Internal Revenue Service. A
24 "foreign person" includes a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, and foreign
25 estate. Seller and Buyer agree to execute and deliver, as appropriate, any instrument, affidavit or statement, and
26 to perform any acts reasonable or necessary to comply with FIRPTA.
27

28 **24) Attachments:**

29 The following attachments are hereby made part of this Purchase Agreement:

30 Bill of Sale
31
32
33

34 **25) Additional Terms and Conditions:**

35 Buyer reserves the right to pay cash or use financing for the purchase.

36
37 Seller to pay brokerage fee and owner's title insurance. In the event an appraisal is required, buyer to pay for
38 appraisal. All other closing fees to be split equally between buyer and seller. Real property taxes shall be
39 pro-rated to the date of closing.
40

41 Buyer shall have until February 26th, 2014 to perform any due diligence necessary to ensure property meets
42 buyer's intended use. In the event a determination of non-suitability is made on or before this date, all earnest
43 money shall be returned to the buyer.
44

45 This agreement is assignable to a third party of buyers choice.
46
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58 See attached addendum for additional terms and conditions.



Buyer(s) Initials

Seller(s) Initials

Purchase and Sale Agreement Regarding Property Described As:

Address: 281 E Park Avenue #3, Wasilla, AK 99654

Legal (the Property): Park Avenue Comm Condo Ph 1 #3

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26) Acceptance/Notice of Acceptance/Delivery:

This offer may be accepted by being signed, or electronically signed, by the other party with no changes, and such acceptance shall be effective when a complete copy of the fully signed agreement is delivered to the other party by any one of the following methods:

- a) Hand delivery to the other party or the other party's licensee or the other party's Brokerage;
- b) Via email to the other party or the other party's licensee, but only if the person transmitting the email receives electronic confirmation that the email was received by the intended recipient; or
- c) Via facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

This Purchase Agreement may be signed in multiple counterparts with the same effect as if all parties signed the same documents.

Delivery of a photocopy, telefax, electronic, carbon or carbonless copy of a signed, or electronically signed, original of this Purchase Agreement or any other documents referred to herein shall be treated the same as delivery of the original.

27) Entire Agreement:

This Purchase Agreement, the Residential Real Property Transfer Disclosure Statement, and any attached addenda constitute the whole agreement between the parties. No warranties, including any warranty of habitability, agreements or representations have been made or shall be binding upon either party unless herein set forth. This document may not be modified except in writing and signed by the Parties.

- a) Buyer agrees to purchase and pay for the above-described Property on the terms and conditions herein stated. Receipt of a copy of this Purchase Agreement is hereby acknowledged. Buyer understands this is a legally binding contract.
- b) Buyer agrees that recording of the sale will constitute an acknowledgment that the premises and its systems are acceptable at the time the sale is recorded.

In the event the Seller or Seller's Licensee has failed to notify Buyer or Buyer's Licensee, of the Seller's signed acceptance prior to _____, (date) _____ a.m. _____ p.m. (time), this offer shall terminate.

This Purchase Agreement has significant legal and financial consequences. You are advised to seek independent legal and financial counsel, including tax advice from a tax attorney or CPA, before signing. The Brokers and Licensees cannot give legal, tax or financial advice.

Buyer Signature(s)

1: [Signature] 2: _____ 3: _____

Date: 6/23/14 Time: _____ a.m. _____ p.m.

Print name(s) to be on documents _____

Address _____

Phone _____ E-Mail _____

Name of Selling Broker's Office Keller Williams Realty Alaska Group of Eagle River

Licensee Signature [Signature] Licensee Signature _____

Selling Licensee #1 Fax Number: (907) 900-4576 Selling Licensee #2 Fax Number _____

Selling Licensee #1 Email: dustin@dustiorennar.com Selling Licensee #2 Email _____

Form 70711, Originated 11/04, Revised 03/13.

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Buyer(s) Initials

[Signature]
Seller(s) Initials

Purchase and Sale Agreement Regarding Property Described As:

Address: 261 E Park Avenue #3, Wasilla, AK 99654

Legal (the Property): Park Avenue Comm Condo Ph 1 #3

This form authorized for use ONLY by active Real Estate Licensee Subscribers of Alaska Multiple Listing Service, Inc.



Brokerage Fee:

A real estate broker may be compensated by any party to a real estate transaction, by a third party, or by one or more of the parties to the transaction splitting or sharing the compensation. Seller and/or Buyer agree to pay forthwith at recording a brokerage fee in cash as stated in the Personal Services Agreement. (i.e. Listing Agreement, Buyer's Agreement)

Seller Response: (sign only one!)

Seller accepts the foregoing offer as written. Seller agrees to sell and convey the Property described on the terms and conditions herein stated. Seller understands this is a legally binding contract.

Seller Signature(s)

1: _____ 2: _____ 3: _____

Date _____ Time: _____ a.m. _____ p.m.

Seller makes the attached Counter Offer

Seller Signature(s)

X 1: _____ 2: _____ 3: _____

Date _____ Time: _____ a.m. _____ p.m.

Seller hereby rejects the foregoing offer and declines to make a Counter Offer

Seller Signature(s)

1: _____ 2: _____ 3: _____

Date _____ Time: _____ a.m. _____ p.m.

Print name(s) _____

Address 261 E Park Avenue #3, Wasilla, AK 99654

Phone _____ E-Mail _____

Name of Listing Broker's Office Kibe Lucas Team Branch Office Keller Williams - Alaska Group

Licensee Signature _____

Kibe Lucas

Licensee Signature _____

Listing Licensee #1 Fax Number: (907) 373-4084

Listing Licensee #2 Fax Number: _____

Listing Licensee #1 Email: kibe@mtaonline.net

Listing Licensee #2 Email: _____



Buyer(s) Initials

[Handwritten Signature]

Seller(s) Initials



Square Footage Disclosure

This disclosure is made to Buyer and/or Seller and applies to the improved residential real estate known as:

Property Address: 261 E. Park Ave

Legal Description: Park Ave Comm Condo Ph 1 Unit 3

Keller Williams AK Group, The Kibe Lucas Team and Susitna Mechanical LLC
are providing information on square footage for the above-referenced property from the following source(s)
as indicated below:

<u>Source of Square Footage Information</u>	<u>Square Footage</u>	<u>Date</u>
<input type="checkbox"/> Prior Appraisal	_____	_____
<input type="checkbox"/> Building Plans	_____	_____
<input type="checkbox"/> Assessor's Office (Tax Records)	_____	_____
<input type="checkbox"/> Owner's Estimate	_____	_____
<input type="checkbox"/> Prior Listing	_____	_____
<input type="checkbox"/> Current Appraisal	_____	_____
<input checked="" type="checkbox"/> Other Owner's Estimate	<u>3,400</u>	<u>11/27/13</u>

Buyer is advised to verify this information. Any independent measurement or investigation should be completed on or before the inspection deadline as specified in the Purchase and Sale Agreement.

The undersigned acknowledge receipt of this disclosure.

	<u>12-5-13</u>		<u>1/23/14</u>
Seller	Date	Buyer	Date
	<u>12-5-13</u>		<u>1/23/14</u>
Seller	Date	Buyer	Date
_____	Date	_____	Date
Listing Licensee	Date	Selling Licensee	Date



Remodeling Costs

JAMES CONSTRUCTION

*** LICENSED * BONDED * INSURED**

13961 E. Moya Ruffalo Court

Palmer, Alaska 99645

707 033773

Bid Quote for Fonar Magnet installation and build out at 261 E Park A

This bid will cover all labor and materials not provided by Fonar to install machine. This will be done to Fonar specs.

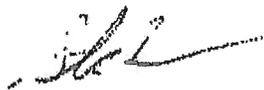
This bid also covers the removal of existing walls within the building to create space.

This bid also covers the installation of an RF shielded room.

It will cover the man hours needed to help Fonar place the magnet in operational.

Price: \$260,000.00

Stan James



1-3-2014

<https://mail-attachment.googleusercontent.com/attachment/u/0/?ui=2&ik=018b058e30&via...> 1/23/2014

Outlook

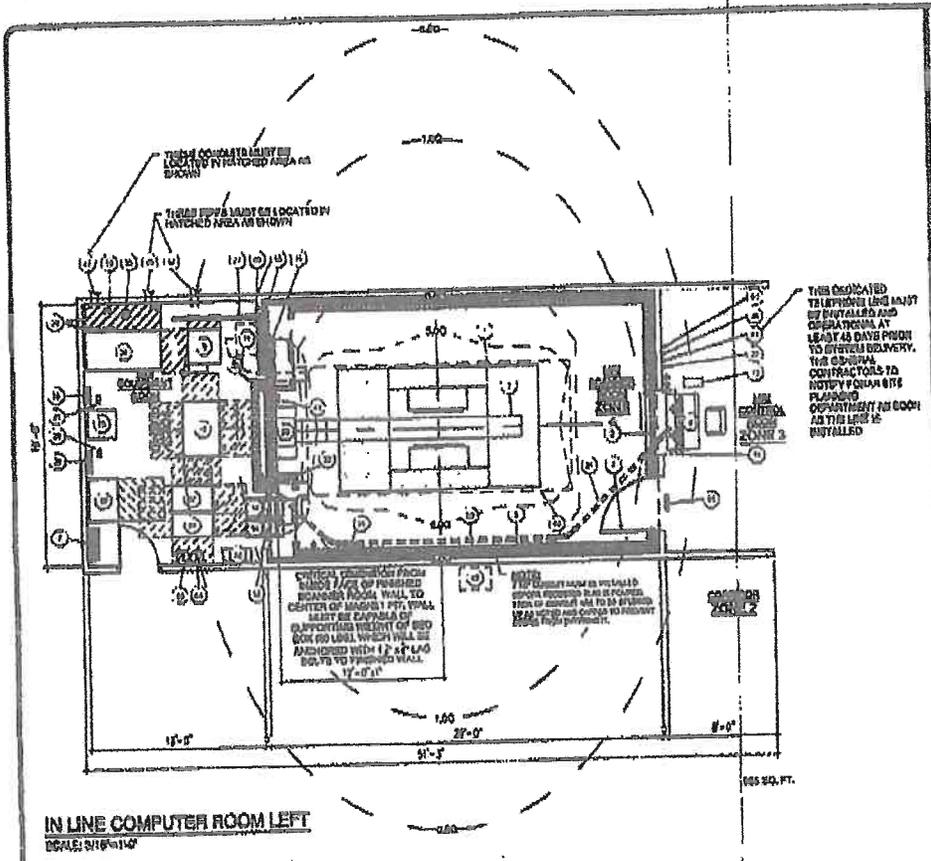
Microsoft Word Web App Outlook

4 Sample Layout

1/24/2014 Sign out

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IN LINE COMPUTER ROOM LEFT
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Outlook

Page 1 of 1

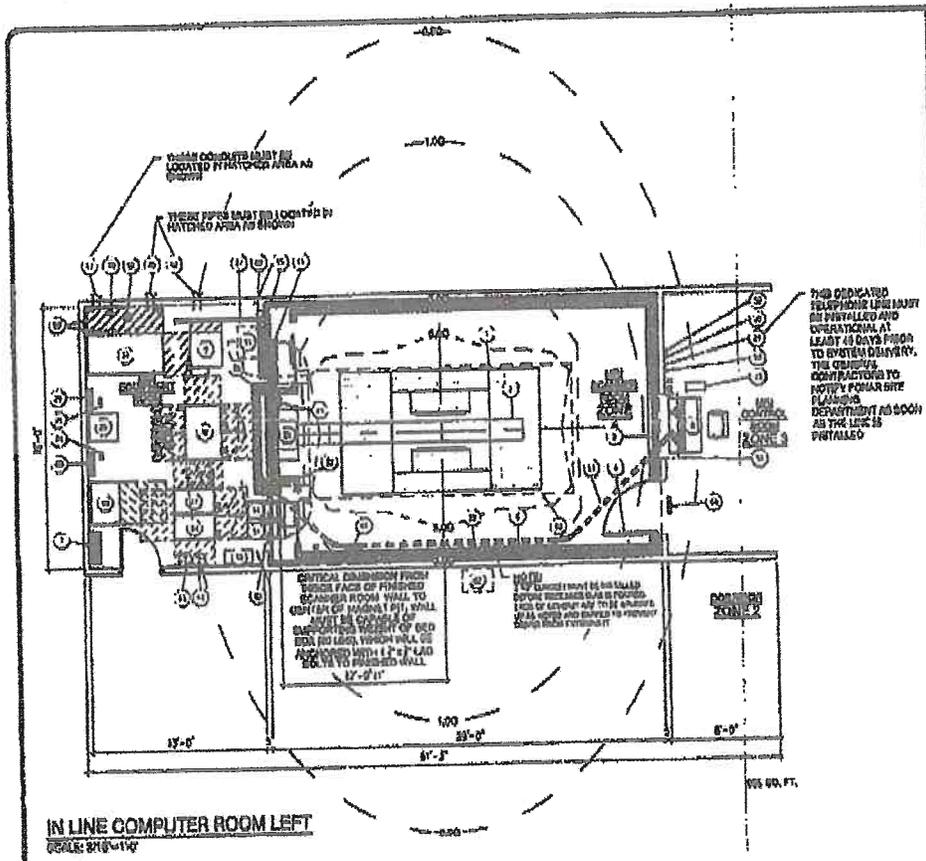
Microsoft Word Web App Outlook

4 Sample Layout

stan james Sign out

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HELP SUPPORT OFFICE 365

DuClos Construction Inc.

PO Box 92710
Anchorage, AK 99509

cell 244-9933, email: dci@acsalaska.net

January 29, 2014

Construction Cost Estimate Review and Certification:

To: Diagnostic Imaging of Alaska c/o Anderson and Lohr Healthcare Consulting
Services LLC

Attn: Sharon Anderson, ph 770-9607

From: David DuClos

Project: 261 E. Park Avenue, Unit 3 – Wasilla, Alaska
Fonar Permanent MRI Magnet

Hello Sharon:

Request:

DuClos Construction Inc. has been asked to review the cost estimate for the General Construction work associated with the remodeling of the above property and the installation of the Fonar Supplied and Installed Permanent MRI Magnet.

Documents:

Provided by James Construction, 13961 E. Moyon Ruelle Court, Palmer, Alaska 99645, 907-982-7978.

1. General Construction Estimate, dated 1-3-2014, for the amount of \$260,000 dollars.
2. Drawing of the existing space.
3. Drawing and Specifications produced by Fonar Corporation, 110 Marcus Drive, Melville, New York 11747, 631-694-2929

Site Visit:

DuClos Construction Inc. met with Stan James of James Construction at the project site and reviewed the existing space to be remodeled. The scope of the remodel work

necessary to accommodate the installation of the Fonar Magnet was discussed. The cost estimate associated with the work was discussed.

Review & Certification:

The Cost Estimate provided by James Construction is reasonable for the General Construction work necessary to remodel the existing space, of the above location, to accommodate the installation of the Fonar Permanent MRI Magnet.

Qualifications:

David DuClos of DuClos Construction Inc. has a Bachelor of Science Degree in Construction Management and Engineering from Bradley University, Peoria Illinois.

David DuClos has 26 years of experience in the commercial construction industry.

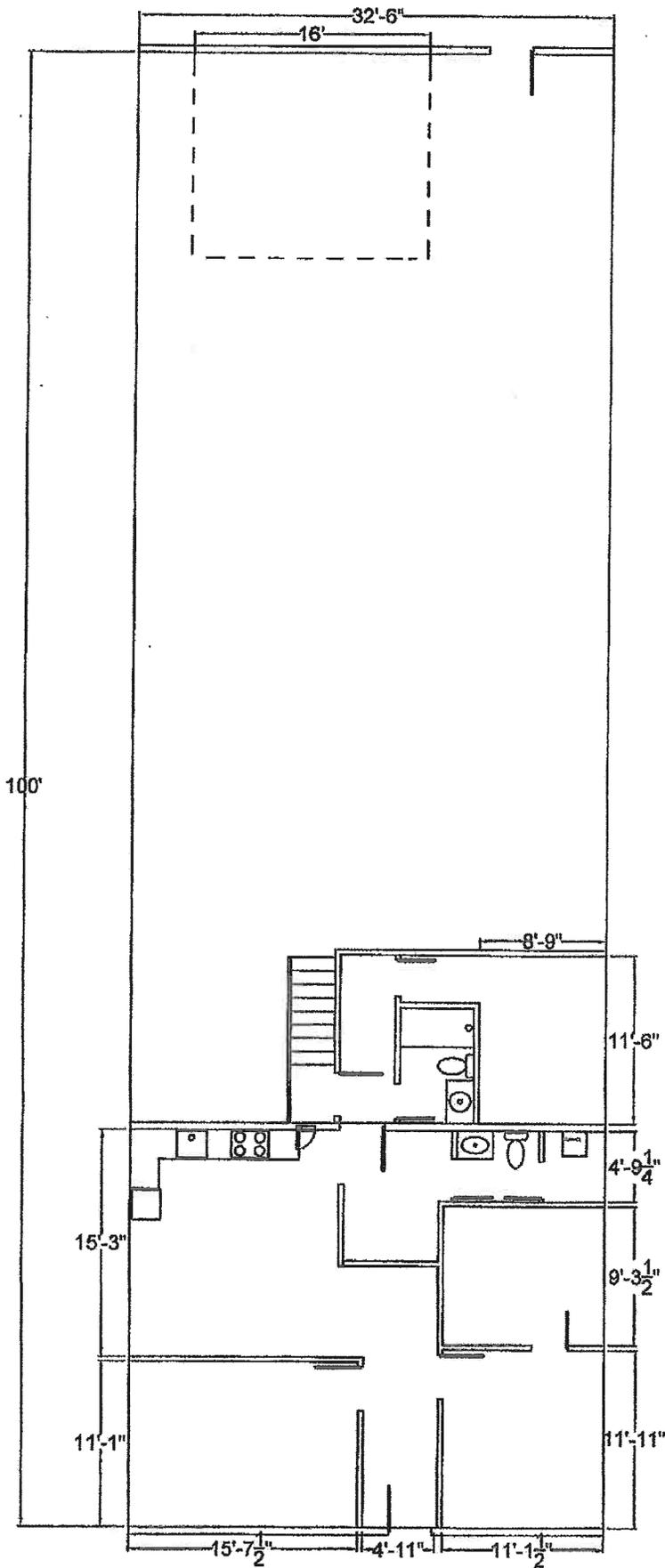
David DuClos has 12 years of experience in managing and constructing medical facilities to include MRI suites.

If you have any further questions or require additional analysis please give me a call.

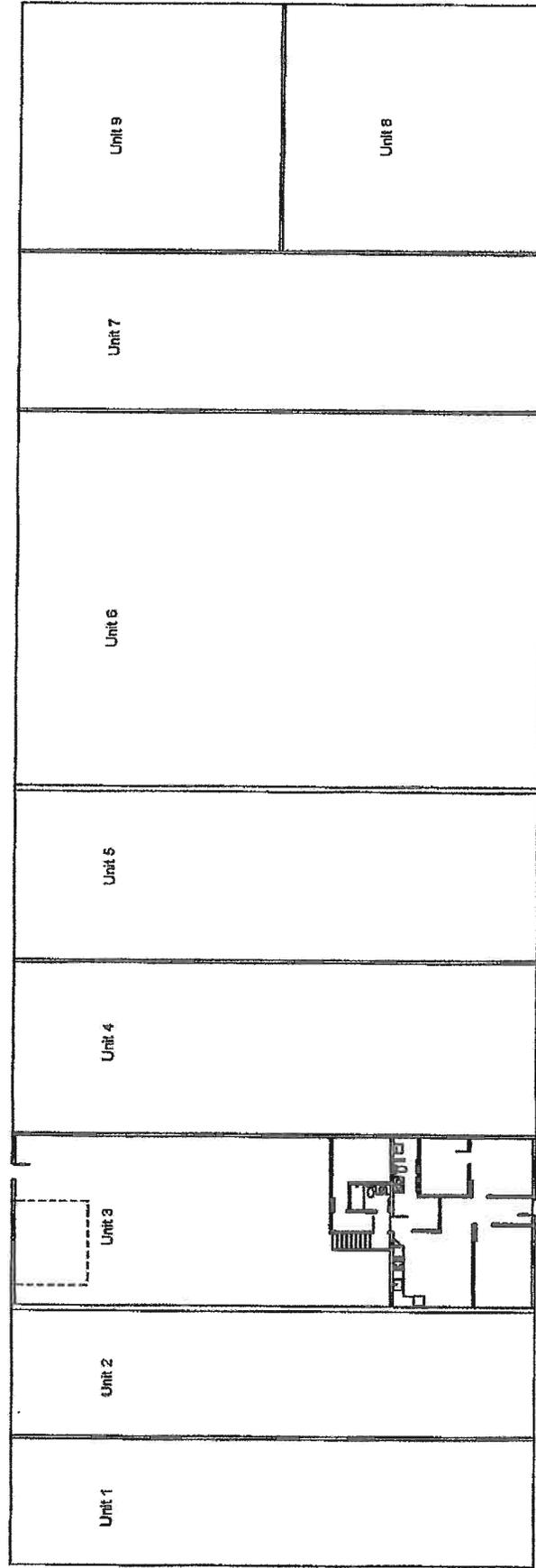
Sincerely,



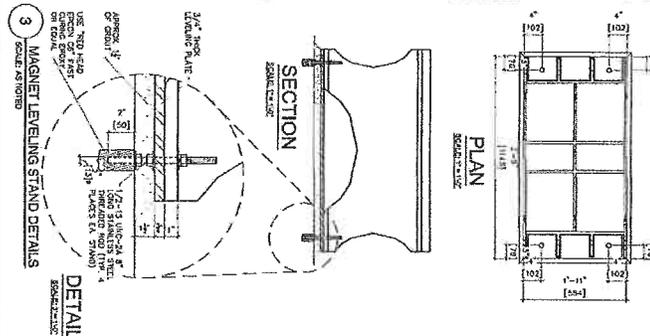
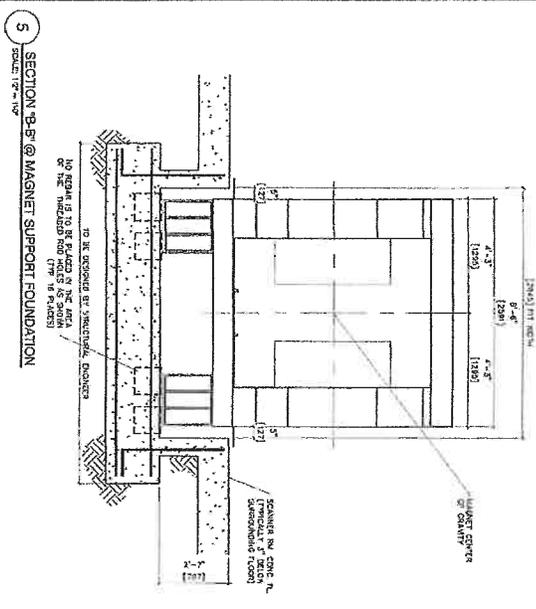
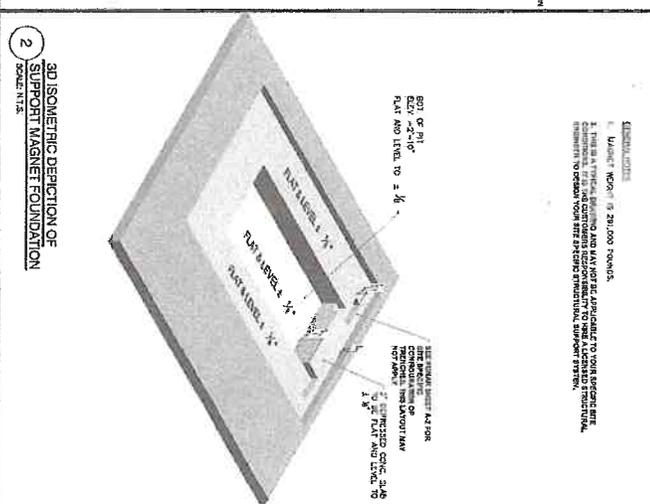
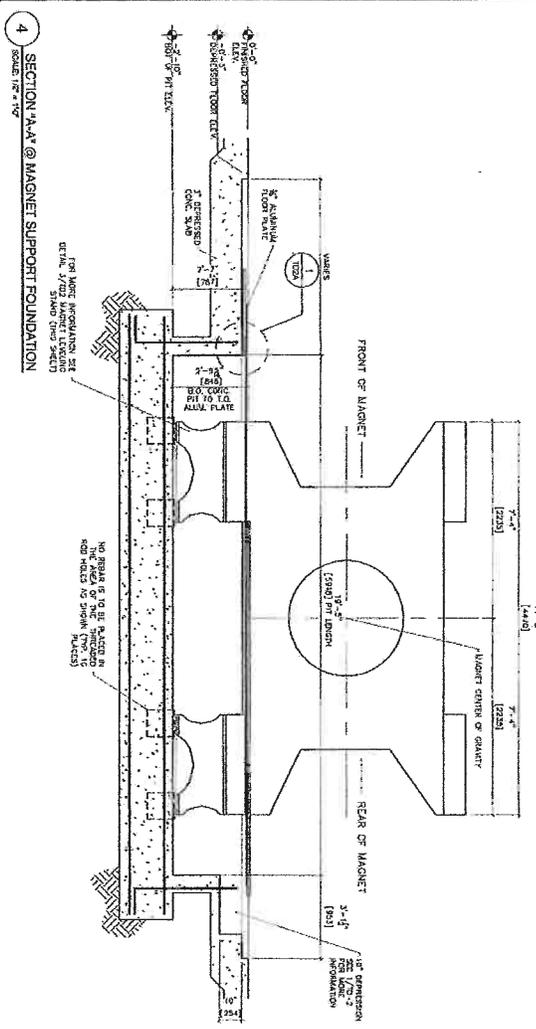
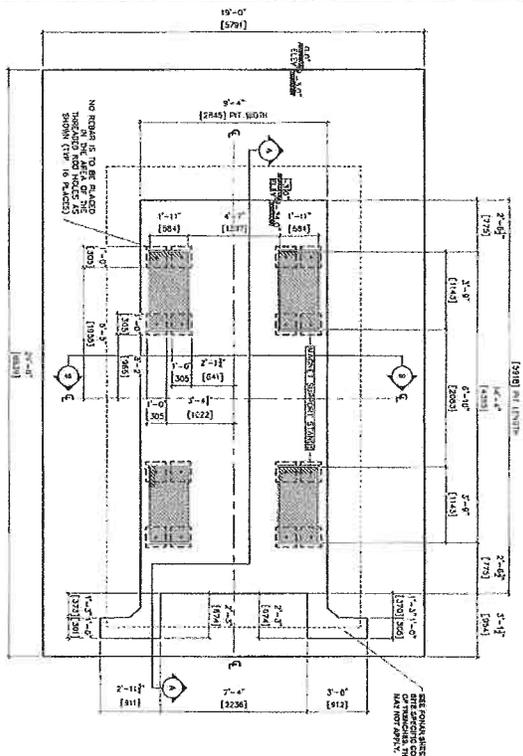
David DuClos,
President



261 E. Park Avenue
 (Park Avenue Commercial Condominiums Unit 3)



Park Avenue Commercial Condominiums



TYPICAL MAGNET PIT DETAILS
FONAR UPRIGHT™ MRI SCANNER

FONAR CORPORATION
110 Warsaw Drive
Melville, NY 11747, USA
Tel (631) 694-2929

NO.	REVISIONS	BY	DATE
1	ISSUE FOR CONSTRUCTION	SMH	02/20/97
2	REVISIONS	SMH	02/20/97

NOTE:
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1011 East Tudor Rd. Ste. 100 • Anchorage, AK 99503 • Tel (907) 223-0400

Build out and Tenant Improvement Estimate

Location: 261 E Park Ave #3, Wasilla, AK
Legal Description: Lot 4A, Block 5, Unit 3, Kennedy Addition to the Wasilla Townsite Subdivision - Park Ave
Commercial Condo Phase I
Business Owner: John McCormick and Harold Cable

The builder agrees to construct as per plans and specifications a Fonar magnet pit, upright MRI unit installation, and tenant improvement modifications to the existing building including an RF shielded room. This will include all man hours and construction materials excluding Fonar equipment to arrive on site in collaboration with the manufacturer to set the magnet so as it is operational.

Scope of Work:

- architectural schematics and drawings
- foundation and footing modifications per specs to build a pad for the magnet pit
- plumbing and drainage for the magnet. Finished plumbing for existing restroom and sinks to remain unchanged.
- mechanical and cooling system placement. Current heating system to remain.
- Framing and framing materials, doors, stairs, railings and hardware for tenant improvement to the existing finished interior office space per specs to include security measures and physical barriers to the magnet room. No changes to existing windows.
- flooring-existing finished office space, magnet room, control room and equipment room.
- Drywall, finish carpentry, trim work, existing doors to be relocated.
- Interior painting
- Electrical rough/finish as per business owner request and Fonar specs
- RF shielding for the magnet room
- Rigging to set equipment in the pit

Final Cost of Construction Not To Exceed: \$282,595
Estimated Time of Completion: June 01, 2014

Tamara Gittins-Heber



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Ruzzi Mid-Back Mesh Chair, 37 3/4-41 1/2"H x 24 1/2"W x 27"D, Black

Item # 901347
Clean, simple lines give your office efficient, up-to-date appeal
Body-friendly design with soft, layered cushioning provides comfort throughout your work day.
Tough engineering keeps the chair looking new for years.

Original Price \$109.99 Instant Savings -\$55.00
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About This Product

DESCRIPTION

- Clean, simple lines give your office efficient, up-to-date appeal
- Body-friendly design with soft, layered cushioning provides comfort throughout your work day. Sit back and relax! Tilt tension control lets you adjust the ease and rate of the chair's recline while the tilt lock lets you lock it in the upright position.
 - Tough engineering keeps the chair looking new for years. Pneumatic adjustment helps you find your ideal position — (thighs level with the floor and feet flat).
 - Streamlined armrests create a comfortable resting place for your arms and elbows.
 - Tilt controls for optimal positioning.
 - 1-touch seat-height adjustment makes it easy to raise or lower your seat.
 - Waterfall seat cushion slopes slightly downward to help reduce stress on your legs.
 - Weight capacity tested to support up to 250 lbs.
 - Recommended for casual use 0-3 hours per day.
 - Meets or exceeds ANSI/BIFMA performance standards.
 - Easy assembly instructions included.
 - Backed by the manufacturer's 3-year limited warranty.

PRODUCT DETAILS

Item #	901347
Manufacturer #	HLC-0499F
recommended daily usage	0-3 hours (casual)
frame construction	plywood
frame color	Black
seat size	19 1/2"W x 19 3/4"D
seat material	mesh
material color	Black
dimensions	37 3/4-41 1/2"H x 24 1/2"W x 27"D
chair back style	mid-back
back cushion height	19
multiple adjustments	yes
adjustable seat height	pneumatic/1-touch
adjustable height range	37 3/4" - 41 1/2"
adjustable tilt tension	yes
tilt lock	yes
adjustable seat back depth	no
synchro tilt	no
adjustable forward tilt	no
adjustable tilt angle	no
adjustable knee tilt	no
adjustable back angle	no
adjustable back height	no
lumbar support	no
seat glide	no
waterfall seat cushion	yes
adjustable headrest	no
arms	yes
adjustable arm height	no
adjustable arm width	no
meets/exceeds ANSI/BIFMA standards	yes
weight capacity	250
assembly required	Yes
warranty length	3-year limited
style name	Ruzzi
distributor	Swinton Avenue Trading Ltd., Inc.
postconsumer recycled content	0



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This item is in your cart
Boss Office Products Traditional Tufted Conference Chair, 31"H x 24"W x 26"D, Mahogany Frame, Oxblood Vinyl

Item # 607753
 Classic yet comfy chairs keep guests relaxed
 Traditional looks and plush padding keep your guests seated in comfort.
 Armrests help relieve shoulder strain.

Your Price ~~\$132.99~~ \$132.99 / each

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About This Product

DESCRIPTION

- Classic yet comfy chairs keep guests relaxed
- Traditional looks and plush padding keep your guests seated in comfort. These soft, durable conference chairs feature a stylish, button-tufted design in your choice of black or burgundy. The classic brass nail-head detailing gives these chairs a feel of sophistication that your guests are sure to notice.
 - Armrests help relieve shoulder strain. Armrests help support forearms and elbows to help eliminate muscle fatigue and stress in the upper back, shoulders and neck.
 - Easy assembly instructions included.

PRODUCT DETAILS

Item #	607753
Manufacturer #	89540-BY
frame construction	metal, resin; wood
frame color	Mahogany
seat size	22"W x 21"D
seat material	vinyl
material color	Burgundy
dimensions	31"H x 24"W x 26"D
back cushion height	18 1/2 inches
arms	yes
casters	no
lumbar support	no
weight capacity	250 lb
assembly required	Yes
warranty length	6-year limited
style name	Traditional
brand name	Boss Office Products
manufacturer	Boss Office Products
postconsumer recycled content	0%
total recycled content	0%

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