

**PURCHASE AND SALE AGREEMENT
FOR CERTAIN REAL PROPERTY WITHIN SITE A-19-A-2**

This Purchase and Sale Agreement (this "Agreement") is entered into by and between Purchaser and Seller as of the Date Hereof.

**ARTICLE I
BASIC INFORMATION**

1.1 Certain Basic Terms:

- (a) Date Hereof: August 14, 2017
- (b) Purchaser and Notice Address:
Site A-19-A-1 Acquisition Group, LLC, its
successors or assigns
a New Mexico Limited Liability Company
Attn: C. Adam Thornton, Managing Member
4131 Barbara Loop SE
Rio Rancho, New Mexico 87124
Telephone: (505) 338-1438
Facsimile: (505) 338-1439
E-Mail: athornton@rayleehomes.com
- (c) Seller and Notice Address:
Incorporated County of Los Alamos
A New Mexico County
Attn: Harry Burgess, County Manager
1000 Central Avenue, Suite 350
Los Alamos County, New Mexico 87544
Telephone: (505) 663-1750
Facsimile: (505) 662-8079
E-Mail: harry.burgess@lacnm.us
- (d) Purchase Price: FOUR HUNDRED SIXTY THOUSAND AND NO 00/100 DOLLARS (\$460,000.00), to be paid in cash at closing, subject the closing cost allocations and proration herein set forth.
- (e) Earnest Money: TWENTY FIVE THOUSAND AND NO 00/100 DOLLARS (\$25,000.00) to be delivered to the Escrow Agent within five (5) business days from the execution hereof by each party.
- (f) Closing Date: September 12, 2017

(g) Due Diligence/Feasibility Period ends August 29, 2017

(h) Title Company &
Escrow Agent:

Title Guaranty, LLC
1200 Trinity Drive
Los Alamos, NM 87544
Phone: 505-662-2241
Fax: 505-662-6891
Escrow Officer: Denise G. Terrazas
E-mail: denisgt@titleguarantynm.com

1.2 Property: Subject to the terms of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, certain real property within a parcel commonly known as Site A-19-A-2 as more particularly described on **Exhibit "A"** attached hereto (the "Property"):

(a) The "Real Property" is as described in **Exhibit "A"**, together with easements or rights-of-way relating thereto, and all appurtenances thereunto belonging, and, without warranty, all rights, title, and interest, if any, of Seller in and to the land lying within any street or roadway adjoining the real property described above or any vacated or hereafter vacated street or alley adjoining said real property; but excluding any and all oil, gas and other mineral interests in and under said land, and all rights incidents thereto, not previously reserved or conveyed of record.

1.3 Purchase Price: The Purchase Price (subject to the proration and closing cost allocations as provided in Sections 6.1) shall be paid in cash at Closing by Purchaser to Seller. The Earnest Money shall be applied to the Purchase Price and delivered to Seller at Closing with a credit to Purchaser in an amount equal to the Earnest Money.

1.4 Earnest Money: The Earnest Money, in immediately available federal funds shall be deposited by Purchaser with the Escrow Agent as provided in Section 1.1(h). In the event that Purchaser fails to timely deposit the Earnest Money with the Escrow Agent, this Agreement shall be of no force and effect. The Earnest Money shall be held in an interest bearing account, interest to accrue for the benefit of Seller and all amounts deposited pursuant to the terms hereof and interest earned thereon shall be the "Earnest Money". In the event escrow is not terminated within the Due Diligence/Feasibility Period as permitted under Section 2.3 hereof, the Earnest Money shall be non-refundable except in the event of Seller default or under the provisions of Section 8.2 hereof.

1.5 Closing Costs: Closing costs shall be allocated and paid as follows at Closing:

<u>Cost/Obligation</u>	<u>Responsible Party</u>
Title Commitment required to be delivered pursuant to <u>Section 3.1</u>	Seller

<u>Cost/Obligation</u>	<u>Responsible Party</u>
Premium for standard form Title Policy required to be delivered pursuant to <u>Section 3.1</u> in the amount of Purchase Price	Seller
Premium for any upgrade of Title Policy for extended or additional coverage and any endorsements desired by Purchaser, any inspection fee charged by the Title Company, tax certificates, municipal and utility lien certificates, and any other Title Company charges	Purchaser
Costs of Survey and/or any revisions, modifications or re-certifications thereto (if any)	Seller
Costs for UCC Searches (if any)	Seller
Recording Fees	Purchaser
Any deed taxes, documentary stamps, transfer taxes, intangible taxes, mortgage taxes or other similar taxes, fees or assessments	Seller
Any escrow fee charged by Escrow Agent for holding the Earnest Money or conducting the Closing	Purchaser ½ Seller ½
Any and all fees associated with Purchaser's lender (if any)	Purchaser
All other closing costs, expenses, charges and fees	In accordance with custom in Los Alamos, New Mexico

ARTICLE II INSPECTIONS, DUE DILIGENCE AND FEASIBILITY

2.1 Property Information: Seller shall (to the extent in its possession or control) provide to Purchaser copies of any and all existing environmental reports, zoning, survey and other related information within ten (10) days of the Date Hereof.

2.2 Inspections In General: Prior to the execution of this Agreement the Purchaser has During the Due Diligence/Feasibility Period, Purchaser, its agents, and employees shall have the right to enter upon the Property for the purpose of making such inspections, as Purchaser may deem appropriate at Purchaser's sole risk, cost and expense. All such entries upon the Property shall be at reasonable times. Purchaser shall notify Seller in writing not less than forty-eight (48) hours prior to any entry upon the Property. Purchaser shall provide to Seller a certificate of insurance showing Seller as an additional insured with a national insurance company acceptable to Seller in the minimum amount of ONE MILLION AND NO 00/100 DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION AND NO 100/100 DOLLARS (\$2,000,000.00) in the aggregate insuring Seller against any and all liability which may arise from such entry. If any inspection or test disturbs the Property, Purchaser will restore the Property to the same condition as existed prior to the inspection or test. Purchaser shall defend, indemnify Seller and hold Seller, agents,

Purchase and Sale Agreement for certain real property
within Site A-19-A-2

members, and employees and the Property harmless from and against any and all losses, costs, damages, claims, or liabilities for physical damage to persons or property and claims for nonpayment for services and materials, including but not limited to, mechanic's and materialmen's liens arising out of or in connection with Purchaser's inspection of the Property as allowed herein. The Purchaser's indemnity herein shall survive termination of this Contract and shall not be limited by the default provisions contained in Section 8.1 hereof. Purchaser acknowledges that it is relying on its inspections in acquiring the Property and that the Due Diligence/Feasibility Period allows it an adequate opportunity to inspect the Property.

2.3 Termination During Due Diligence/Feasibility Period: Purchaser may elect, in its sole unfettered discretion, for any reason or no reason, to terminate this Agreement prior to the end of the Due Diligence/Feasibility Period by giving Seller written notice thereof as herein provided. Escrow Agent is hereby irrevocably instructed to refund the Earnest Money to Purchaser without the necessity of Seller's consent, and neither party shall have any further rights or liabilities hereunder except for those provisions which survive the termination of this Agreement provided that Purchaser, upon such termination, shall deliver to Seller all Property Information received by it.

ARTICLE III TITLE/SURVEY/ENVIRONMENTAL REVIEW

3.1 Timing of Title/Survey: Within fifteen (15) days after the Escrow Agent's receipt of the Earnest Money, Seller shall provide Purchaser, a current American Land Title Association (ALTA) owner's title commitment for the Real Property from the Title Company and copies of all exceptions to title shown thereon ("Title Report"). Within thirty (30) days after the Escrow Agent's receipt of the Earnest Money, Seller shall provide Purchaser a current ALTA Survey ("Survey") at Seller's cost and expense. As used in this Paragraph 3.1 "current" shall mean dated no earlier than thirty (30) days from the Date Hereof.

3.2 Title/Survey/Environmental Review and Cure: Purchaser shall review title to the Property as disclosed by the Title Report and Survey obtained pursuant to Section 3.1 hereof, and Purchaser shall review the environmental status of the Property as disclosed by the Phase 1. Purchaser shall notify Seller in writing of any title and/or environmental objections prior to expiration of the Due Diligence/Feasibility Period. Seller shall have no obligation to cure any title or survey or environmental objections. If the Title Company or surveyor revises the Title Report or Survey after the expiration of the Due Diligence/Feasibility Period to add or modify exceptions or requirements that adversely and materially affect title to the Property, Purchaser may object to such matter by notice to Seller within five (5) days after such revised Title Report or Survey is delivered to Purchaser. Seller may, but shall not be obligated to, attempt to cure any title or survey objection by the Closing Date. If Seller elects not to cure any title or survey objection or environmental or fails to cure any such objection within fifteen (15) days following Purchaser's notice of objections, then Purchaser may either terminate this Agreement by written notice to Seller given on or before five (5) business days after receipt of any notice by Seller that it elects not to cure or cannot cure the required objections, and the Earnest Money shall be refunded immediately to Purchaser or waive such objections, in which event the Closing shall occur as contemplated herein and Purchaser shall accept the Property subject to such condition without reduction of

Purchase Price. In the event Purchaser does not object to the condition of the title to the Property as shown on the Title Report or Survey within the Due Diligence/Feasibility Period, the condition of the title as shown therein shall be deemed approved and any exceptions to title shown in the Title Report which are approved or deemed approved shall constitute "Permitted Exceptions" for purposes of the Title Policy and the Special Warranty Deed.

3.3 Title Policy: As soon as possible after the Closing, at Seller's cost and expense, the Title Company shall deliver to Purchaser a standard Owner's Title Insurance Policy (the "Title Policy"), issued by the Title Company dated the date of recording of the Deed in the amount of the Purchase Price, insuring Purchaser as owner of fee simple title to the Real Property subject to only to the Permitted Exceptions. Any endorsements or extended and special coverages to the Title Policy shall be obtained by Purchaser at Purchaser's sole cost and expense.

ARTICLE IV CONDEMNATION

4.1 Condemnation: Risk of loss resulting from any condemnation or eminent domain proceeding which is commenced or has been threatened prior to the Closing, shall remain with Seller. If prior to the Closing the Property or if any portion of the Property shall be subject to a bona fide threat of condemnation or shall become the subject of any proceedings, judicial, administrative or otherwise, with respect to the taking by eminent domain or condemnation, Seller shall immediately notify Purchaser thereof after receipt of actual notice thereof by Seller, but in any event prior to Closing. If a material portion of the Property is subject to eminent domain or condemnation, Purchaser may elect within ten (10) days after receipt of such notice, to terminate this Agreement (the "Election Period") and receive an immediate refund of the Earnest Money or to proceed to Closing. If the Closing Date is within the Election Period, then Closing shall be extended to the next business day following the end of the Election Period. If Purchaser does not elect to terminate this Agreement, and in any event if the taking is not material, this Agreement shall remain in full force and effect and the purchase contemplated herein, less any interest taken by eminent domain or condemnation, shall be effected and Purchaser shall accept an assignment from Seller of either the condemnation proceeds. For the purposes of this paragraph, "material portion" as to a taking or condemnation means a twenty percent (20%) or greater portion of the Property being condemned or taken.

ARTICLE V CLOSING

5.1 Closing: The consummation of the transaction contemplated herein ("Closing") shall occur on or before September 12, 2017, or such other time as the parties, through their respective agents who are executing this Agreement, may mutually specify as the Closing Date at the offices of the Escrow Agent.

5.2 Conditions to Purchaser's Obligations to Close: In addition to such other conditions to Closing as are specified throughout this Agreement, the obligation of Purchaser to consummate the transaction contemplated hereunder is contingent upon the following:

- (a) The representations and warranties of Seller contained herein shall be true and correct in all material respects as of the Date Hereof and the Closing Date; and
- (b) There shall exist no pending or threatened action, suit or proceeding with respect to Seller or the Property before or by any court or administrative agency which seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transaction contemplated hereby, or in which Purchaser would be required to participate in as a party following the Closing to protect its interest in the Property.

If any of the foregoing conditions to Purchaser's obligation to proceed with the Closing hereunder has not been satisfied as of the Closing Date, Purchaser may, in its sole discretion, terminate this Agreement by delivering written notice to Seller on or before the Closing Date, in which event the Earnest Money shall be immediately returned to Purchaser, or elect to close, notwithstanding the non-satisfaction of such condition, in which event Purchaser shall be deemed to have waived any such condition.

5.3 Seller's Deliveries in Escrow: On or before the Closing Date, Seller shall deliver in escrow to the Escrow Agent the following:

- (a) Transfer Documents:
 - (i) Deed: A New Mexico Special Warranty Deed (warranting title for acts by, through or under Seller) (the "Deed") executed and acknowledged by the Seller, taxes not yet due and payable, and the Permitted Exceptions;
 - (ii) FIRPTA: A Foreign Investment in Real Property Tax Act affidavit executed by Seller reciting under penalty of perjury that Seller is not a foreign person;
 - (iii) Authority: Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to Purchaser, the Escrow Agent and the Title Company;
 - (iv) Additional Documents: Any additional documents that Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement including the Title Company's standard lien and possession affidavit; and
 - (v) Closing Statement: A Closing Statement accurately reflecting the Purchase Price, cost allocations and proration as herein provided for.

5.4 Purchaser's Deliveries in Escrow: On or before the Closing Date, Purchaser shall deliver in escrow to the Escrow Agent the following:

(a) Purchase Price: The Purchase Price, less the Earnest Money that is applied to the Purchase Price, which shall be delivered to Seller by Escrow Agent, plus or minus applicable proration. The Purchase Price shall be deposited by Purchaser with the Escrow Agent in immediate, same-day federal funds wired for credit into the Escrow Agent's escrow account;

(b) Additional Documents: Any additional documents that Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement;

(c) Closing Statement: A Closing Statement accurately reflecting the Purchase Price for the Real Property cost allocations and proration as herein provided for; and

(d) Authority: Evidence of the existence, organization and authority of Purchaser and of the authority of the persons executing documents on behalf of Purchaser reasonably satisfactory to Seller, the Escrow Agent and the Title Company.

5.5 Title Policy: The Title Policy (as described in Section 3.1 hereof) shall be delivered to Purchaser as soon as possible after the Closing as provided in Section 3.3 hereof.

5.6 Possession: Seller shall deliver possession of the Property to Purchaser at the Closing, subject only to the Permitted Exceptions.

5.7 Close of Escrow: Upon satisfaction or completion of the foregoing conditions and deliveries, the parties shall direct the Escrow Agent to immediately record and deliver the documents described above to the appropriate parties and make disbursements according to the closing statements executed by Seller and Purchaser.

ARTICLE VI PRORATION

6.1 Proration: The items in this Paragraph 6.1 shall be prorated between Seller and Purchaser as of the Closing Date with Seller receiving credit for all Closing Date income and Seller paying all Property related expenses through the Closing Date.

(a) Taxes and Assessments: General real estate taxes imposed by governmental authority ("Taxes") not yet due and payable shall be prorated. If the Closing occurs prior to the receipt by Seller of the tax bill for the calendar year or other applicable tax period in which the Closing occurs, Purchaser and Seller shall prorate Taxes for such calendar year or other applicable tax period based upon the most recent ascertainable assessed values and tax rates. Upon receipt of the tax bill for the year of Closing, the Escrow Agent shall make any adjustments to the Closing proration, based upon the actual tax bill.

6.2 Commissions: Seller and Purchaser represent to the other that they have not dealt with any real estate broker, sales person or finder in connection with this transaction. In the event of any claim for broker's or finder's fees or commissions in connection with the negotiation, execution or

consummation of this Agreement of the transactions contemplated hereby, each party shall defend, indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party.

ARTICLE VII REPRESENTATIONS AND WARRANTIES

7.1 Seller's Representations and Warranties: As a material inducement to Purchaser to execute this Agreement and consummate this transaction, Seller represents and warrants to Purchaser that:

- (a) Organization and Authority: Seller has been duly organized and validly exists as an Incorporated County in good standing in the State of New Mexico. Seller has the full right and authority and will have obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby prior to Closing. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms.
- (b) Conflicts and Pending Action: There is no agreement to which Seller is a party or, to Seller's knowledge, binding on Seller which is in conflict with this Agreement. There is no action or proceeding pending or, to Seller's knowledge, threatened against Seller or the Property, including condemnation proceedings, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.
- (c) Litigation: There is no litigation or arbitration or other legal or administrative suit, action, proceeding of any kind pending, or to the best of Seller's knowledge, threatened or under investigation against or involving the Seller or the Property, or any part thereof.
- (d) Environmental: Except as disclosed to Purchaser during the Due Diligence/Feasibility Period, Seller has no actual knowledge of any generation, location, transportation, storage, treatment, discharge, disposal, or release of any toxic or hazardous waste or any pollutant upon or under the Real Property subject to regulation under the Resource Conservation and Recovery Act (as amended by the Hazardous and Solid Waste Amendments of 1984), the Comprehensive Environmental Response, Compensation and Liability Act (as amended by the Superfund amendments and Reauthorization Act of 1986), or any other applicable State or Federal environmental protection law or regulation.
- (e) Bills: Seller has paid or will pay in full all bills and invoices for labor and material of any kind arising from the ownership, operation, management, repair, maintenance or leasing of the Property, and there are no actual or potential mechanic's liens outstanding or available to any party in connection with the ownership, operation, management, repair, maintenance or leasing of the Property.

- (f) Possessory Rights: There are no purchase contracts, options or any other agreements of any kind, oral or written, by which any person or entity other than Seller will have acquired or will have any basis to assert any right, title or interest in, or right to possession, use, enjoyment or proceeds of, any part or all of the Property, except as to rights created under the Leases or Service Contracts or as otherwise disclosed in this Agreement, the Commitments, or in the deliveries made by Seller pursuant to this Agreement.
- (g) Violations of Law: Seller has received no notice of violation of any applicable Federal, state or local law, statute, ordinance, order, requirement, rule or regulation, or of any covenant, condition, restriction or easement affecting the Property, nor does Seller have any actual knowledge of any such violation.
- (h) Ownership: Seller is the owner of the Property; and as of Closing Seller will own all such Property free and clear of all liens, financial encumbrances, leases, covenants, conditions, restrictions, rights-of-way, easements, encroachments and other matters affecting title, excepting only the Permitted Exceptions. Seller further represents and warrants to Purchaser that no other party has any rights to purchase the Property.
- (i) Parties in Possession: To the best of Seller's knowledge, there are no parties other than Seller in possession of any portion of the Property.
- (j) Survival: All of the representations, warranties and covenants made by Seller in Section 7.1 and elsewhere in this Agreement shall survive Closing for a period of one (1) year. Unless Purchaser delivers notice to Seller of a breach of a representation, warranty or covenant contained in Section 7.1 or elsewhere in this Agreement within one (1) year of the date of Closing, the representation, warranty or covenant shall be of no further force or effect.

In the event of any material adverse change in any of Seller's representations and warranties, Seller shall promptly notify Purchaser of such change.

7.2 Purchaser's Representations: As a material inducement to Seller to execute this Agreement and consummate this transaction, Purchaser represents and warrants to Seller that:

- (a) Organization and Authority: Purchaser has been a duly organized and is a valid existing entity in good standing in the state of New Mexico. Purchaser has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Purchaser, enforceable in accordance with their terms.

- (b) Conflicts and Pending Action: There is no agreement to which Purchaser is a party or to Purchaser's knowledge binding on Purchaser which is in conflict with this Agreement. There is no action or proceeding pending or, to Purchaser's knowledge, threatened against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.

7.3 Survival: All of the representations, warranties and covenants made by Purchaser in Section 7.2 and elsewhere in this Agreement shall survive Closing for a period of one (1) year. Unless Seller delivers notice to Purchaser of a breach of a representation, warranty or covenant contained in Section 7.1 or elsewhere in this Agreement within one (1) year of the date of Closing, the representation, warranty or covenant shall be of no further force or effect.

7.4 Violations of Law: Purchaser has received no notice of violation of any applicable Federal, state or local law, statute, ordinance, order, requirement, rule or regulation, or of any covenant, condition, restriction or easement affecting the Property, nor does Purchaser have any actual knowledge of any such violation.

ARTICLE VIII DEFAULT AND DAMAGES

8.1 Default By Purchaser: In the event that Purchaser shall fail or refuse to Close the purchase of the Property except as allowed in this Agreement, Purchaser agrees that Seller shall have the right to have the Escrow Agent deliver the Earnest Money to Seller as liquidated damages to compensate Seller for time spent, labor and services performed, and the loss of its bargain. Purchaser and Seller agree that it would be impracticable or extremely difficult to affix damages in the event of Purchaser's default and that the Earnest Money, together with the interest thereon, represents a reasonable estimate of Seller's damages. Under such circumstances, Seller agrees to accept the Earnest Money as Seller's total damages and relief hereunder in the event of Purchaser's default hereunder. Seller expressly waives the right to sue for damages or to seek specific performance. In the event that Purchaser does so default, this Agreement shall be terminated and Purchaser shall have no further right, title, or interest in the Property.

8.2 Default By Seller: In the event Seller defaults in any of its obligations under this Agreement, Purchaser's sole remedy shall be to elect one of the following: (a) to terminate this Agreement, in which event Purchaser shall be entitled to the return by the Escrow Agent to Purchaser of the Earnest Money and to receive Purchaser's actual damages in an amount not to exceed the amount of the Earnest Money, or (b) to bring an action for specific performance. In the event Purchaser elects under (b) above, it shall commence such action, if at all, within ninety (90) days after the scheduled Closing date hereunder.

ARTICLE IX DEVELOPMENT AGREEMENT

9.0 Development Agreement: The Parties acknowledge and agree that in addition to the compliance with the terms and conditions herein, to be bound by the Development Agreement ("DA") negotiated and executed contemporaneously with this agreement and governing the

Purchase and Sale Agreement for certain real property
within Site A-19-A-2

development of the Property. The Parties, through their respective agents who execute this Agreement, may mutually agree to extend the Due Diligence and Feasibility Period to satisfy the DA requirement. Any extension in time associated with the Due Diligence and Feasibility Period shall be in writing and executed by the Parties authorized representatives.

ARTICLE X **MISCELLANEOUS**

10.1 Parties Bound: Neither party may assign this Agreement without the prior written consent of the other, and any such prohibited assignment shall be void, except to a qualified intermediary to facilitate a Internal Revenue Code § 1031 exchange. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties. Purchaser shall provide written notice to Seller no less than ten (10) days prior to Closing of any permitted assignment hereunder.

10.2 Confidentiality: Except to the same extent that Property Information may be disclosed by the Purchaser as provided hereinabove, neither party shall make any public announcement or disclosure of this Agreement or any information related to this Agreement to outside brokers or third parties without the prior written consent of the other prior to Agreement approval by County Council.

10.3 Headings: The article and paragraph headings of this Agreement are of convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

10.4 Invalidity And Waiver: If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible and so long as each party obtains the principal benefits for which it bargained, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

10.5 Governing Law: This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state of New Mexico, and the venue shall be proper in the First Judicial District Court of Los Alamos.

10.6 Survival: Unless otherwise expressly stated in this Agreement, each of the covenants, obligations, representations, and agreements contained in this Agreement shall survive the Closing and the execution and delivery of the Deed required hereunder for a period of one (1) year immediately following the Closing Date.

10.7 No Third Party Beneficiary: This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary, decree, or otherwise.

10.8 Entirety and Amendments: This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by both Parties.

10.9 Time: Time is of the essence in the performance of this Agreement.

10.10 Attorney's Fees: Should either party employ attorneys to enforce any of the provisions hereof, the party against whom any final judgment is entered agrees to pay, to the extent allowable by law, the prevailing party all reasonable costs, charges, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

10.11 Notices: All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Paragraph 1.1. Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered upon actual date of receipt, (b) sent by overnight delivery for next business day delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered upon actual date of receipt, (c) sent by facsimile, in which case notice shall be deemed delivered upon transmission of such notice and evidence of receipt of said transmission, with a hard copy mailed the same business day, or (d) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

10.12 Construction: The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

10.13 Calculation Of Time Periods: Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

10.14 Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange telephonic facsimile or electronic counterparts of the signature pages.

10.15 Section 1031 Exchange: At either party's request (with notice thereof and copies of all documents for execution by either party to be given to the other party not less than five (5) business days prior to Closing), either party will execute such documents and perform such other acts as the other party reasonably requests in cooperation with such party's effort to have the sale of the

Property to Purchaser considered to be part of a so-called "like-kind exchange" under applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), provided:

- (i) All such documents shall be prepared by or at the direction and expense of the party making such request;
- (ii) Neither Party shall incur any expense or be required to assume any obligations in connection with the performance of this Section;
- (iii) Any such requested conduct will not delay the closing of the transaction beyond the specified Closing Date.

By this Agreement or acquiescence to the exchange, neither party shall (1) have its rights under this Agreement affected or diminished in any manner, or (2) be responsible for compliance with or be deemed to have warranted to the other that the exchange in fact complies with the Code.

10.16 Disclaimer: EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE DOCUMENTS EXECUTED AT CLOSING, IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS BEING SOLD AND CONVEYED HEREUNDER "**AS IS, WHERE IS, WITH ALL FAULTS**", WITH NO RIGHT OF SETOFF OR REDUCTION IN THE PURCHASE PRICE AND WITHOUT ANY REPRESENTATION OR WARRANTY BY SELLER EXCEPT AS EXPRESSLY SET FORTH HEREIN. SELLER HAS NOT MADE AND IS NOT MAKING, EXCEPT AS HEREIN MADE IN WRITING, ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE PROPERTY, FITNESS FOR ANY PARTICULAR PURPOSE OF THE PROPERTY, ACCURACY OF DIMENSIONS, AND RELATING IN ANY WAY TO HAZARDOUS MATERIALS OR ANY ENVIRONMENTAL MATTERS, SUITABILITY OF SOIL OR GEOLOGY, OR ABSENCE OF DEFECTS OR HAZARDOUS OR TOXIC MATERIALS OR WASTES; AND PURCHASER ACKNOWLEDGES AND REPRESENTS THAT PURCHASER IS ENTERING INTO THIS AGREEMENT WITHOUT RELYING UPON ANY SUCH STATEMENT, REPRESENTATION OR WARRANTY MADE BY SELLER OR BY SELLER'S AGENT OR BY ANY OTHER PERSON AND, EXCEPT AS HEREIN EXPRESSLY SET FORTH IN WRITING, IS ACQUIRING THE PROPERTY BASED SOLELY UPON PURCHASER'S OWN INSPECTIONS, INVESTIGATIONS AND FINANCIAL ANALYSIS. PURCHASER ACKNOWLEDGES IT HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT THE PROPERTY AND PROPERTY INFORMATION AND HAS CONSULTED WITH SUCH EXPERTS AND PROFESSIONALS AS IT DEEMS APPROPRIATE.

IN WITNESS WHEREOF, the parties have entered into this Purchase and Sale Agreement effective as of the date first written above.

**SITE A-19-A-1 ACQUISITION GROUP, LLC
A NEW MEXICO LIMITED LIABILITY COMPANY**

BY: _____
C. ADAM THORNTON **DATE**
MANAGING MEMBER

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

By: _____
HARRY BURGESS **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTION

A portion of land lying within Tract A-19-A-2

(PORTION B)

From the Southwest corner of Tract A-19-A-2 of the plat of survey entitled Tracts A-19-A-1 and A-19-A-2 by Bohannon Huston and recorded in Bk 164 Page 175 in the Los Alamos County Clerks office,

Thence, N 15° 15' 32" E for a distance of 52.89 feet to the TRUE POINT OF BEGINNING;

Thence, N 25° 36' 22" W for a distance of 85.00 feet to a point on a line;

Thence, N 25° 36' 22" W for a distance of 100.00 feet to a point on a line;

thence N 25° 36' 22" W a distance of 25.0000 feet to a point on a line;

thence, N 25° 36' 22" W for a distance of 192.27 feet to the beginning of a curve,

Said curve turning to the right through an angle of 90° 00' 00", having a radius of 25.00 feet, and whose long chord bears N 19° 23' 38" E for a distance of 35.35 feet;

Thence, N 64° 23' 38" E for a distance of 109.15 feet to the beginning of a curve,

Said curve turning to the right through an angle of 01° 55' 50", having a radius of 1975.00 feet, and whose long chord bears N 65° 21' 33" E for a distance of 66.54 feet;

Thence, N 66° 19' 28" E for a distance of 374.33 feet to the beginning of a curve,

Said curve turning to the right through an angle of 22° 41' 59", having a radius of 1625.00 feet, and whose long chord bears N 77° 40' 27" E for a distance of 639.60 feet;

Thence, N 89° 01' 27" E for a distance of 172.07 feet to the beginning of a curve,

Said curve turning to the right through an angle of 39° 56' 23", having a radius of 295.00 feet, and whose long chord bears S 71° 00' 22" E for a distance of 201.49 feet;

Thence, S 51° 02' 11" E for a distance of 20.98 feet to the beginning of a curve,

Said curve turning to the right through 08° 05' 14", having a radius of 150.00 feet, and whose long chord bears S 46° 59' 34" E for a distance of 21.15 feet to the beginning of a non-tangential curve;

Said curve turning to the right through an angle of 05° 49' 43", having a radius of 150.00 feet, and whose long chord bears S 40° 02' 06" E for a distance of 15.25 feet to a point of intersection with a non-tangential line;

Thence, S 64° 23' 38" W for a distance of 1517.72 feet to the true point of beginning. Said portion having an area of 12.049 Acres or 524865.64 Square feet.

Purchase and Sale Agreement for certain real property
within Site A-19-A-2

A portion of land lying within Tract A-19-A-2

(PORTION A)

From the Southwest corner of Tract A-19-A-2 of the plat of survey entitled Tracts A-19-A-1 and A-19-A-2 by Bohannon Huston and recorded in Bk 164 Page 175 in the Los Alamos County Clerks office,

thence, N 20° 0' 45" W for a distance of 519.75 feet to the TRUE POINT OF BEGINNING;

thence, N 25° 36' 22" W for a distance of 120.00 feet to a point on a line;

thence, N 64° 55' 44" E for a distance of 213.35 feet to a point on a line;

thence S 23° 40' 32" E a distance of 120.00 feet to a point on a line;

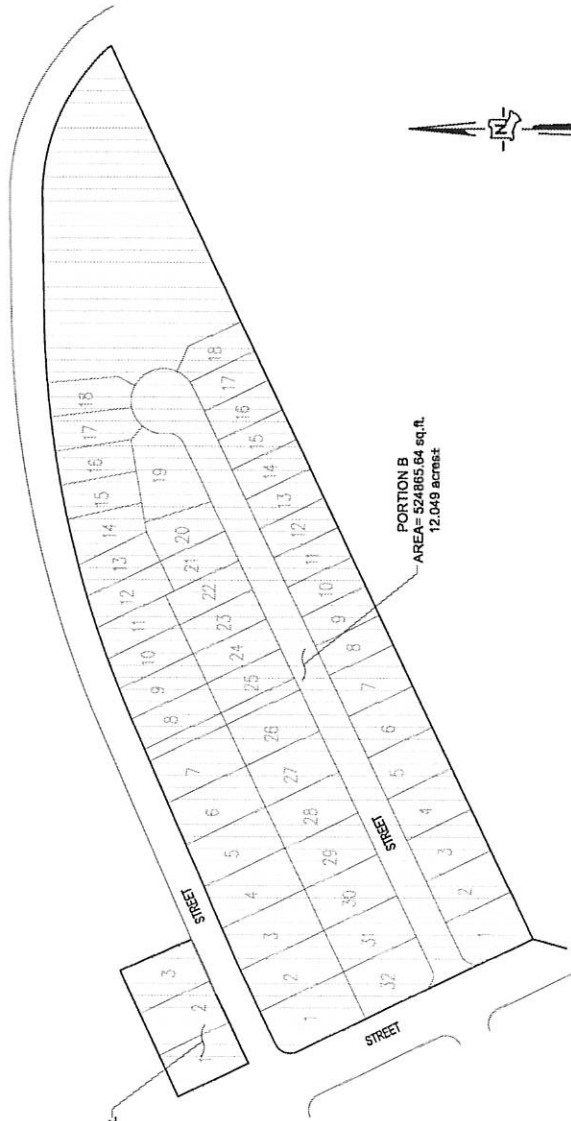
thence, S 66° 19' 28" W for a distance of 23.0049 feet to the beginning of a curve,

Said curve turning to the left through an angle of 01° 55' 50", having a radius of 2025.00 feet, and whose long chord bears S 65° 21' 33" W for a distance of 68.23 feet;

Thence, S 64° 23' 37.6" W for a distance of 118.09 feet to the true point of beginning. Said portion having an area of 0.579 Acres or 25215.7 Square feet.

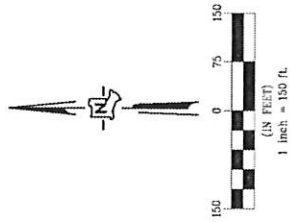
The above is generally illustrated by the below Map of Legal Description.

MAP OF LEGAL DESCRIPTION



PORTION A
AREA= 26224.83 sq.ft.
0.579 acres

PORTION B
AREA= 524865.64 sq.ft.
12.049 acres



LOS ALAMOS

within Site A-19-A-2

ACKNOWLEDGMENT BY ESCROW HOLDER

The Escrow Holder hereby agrees to perform its obligations under this Agreement and acknowledges receipt of the Earnest Money of _____ DOLLARS (\$_____.00), and a fully executed counterpart of this Agreement.

Escrow Agent shall hold and dispose of the Earnest Money in accordance with the terms of this Agreement. Seller and Purchaser agree that the duties of the Escrow Agent hereunder are purely ministerial in nature and shall be expressly limited to the safekeeping and disposition of the Earnest Money in accordance with this Agreement. Escrow Agent shall incur no liability in connection with the safekeeping or disposition of the Earnest Money for any reason other than Escrow Agent's tortious acts or omissions. In the event that Escrow Agent shall be in doubt as to its duties or obligations with regard to the Earnest Money, or in the event that Escrow Agent receives conflicting instructions from Purchaser and Seller with respect to the Earnest Money, Escrow Agent shall not be required to disburse the Earnest Money and may, at its option, continue to hold the Earnest Money until both Purchaser and Seller agree as to its disposition or until a final judgment is entered by a court of competent jurisdiction directing its disposition, or Escrow Agent may interplead the Earnest Money in accordance with the laws of the state of New Mexico.

Escrow Agent shall not be responsible for any interest on the Earnest Money except as is actually earned, or for the loss of any interest resulting from the withdrawal of the Earnest Money prior to the date interest is posted thereon if such withdrawal is upon instruction of either the Seller or Purchaser.

By: _____
Name: _____
Title: _____

DATE: _____, 2017