

REAL PROPERTY PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

THIS REAL PROPERTY PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is hereby made and entered into as of the 21st day of December, 2020 (hereinafter the "**Effective Date**") by and between **Tigard Pacific RE, LLC**, a Colorado limited liability company ("**Tigard**") and **Trinity Los Alamos, LLC**, a Colorado limited liability company ("**Trinity**"; hereinafter, Tigard and Trinity are collectively referred to as "**Seller**"), and **Los Alamos County, New Mexico** ("**Buyer**"), with reference to the following facts:

A. Tigard and Trinity are each the respective owners of that certain real property located in the County of Los Alamos ("**County**"), State of New Mexico ("**State**"), depicted on **Exhibit "A"** and more particularly described on **Exhibit "B"** attached hereto (the "**Land**"); the real property owned by Tigard and commonly known as 1735 Central Avenue, is hereinafter referred to as the "**Tigard Property**" and the real property owned by Trinity and commonly known as 2551 Central Avenue, is referred to as the "**Trinity Property**", together with (i) all rights (excluding as to the Tigard Property, Seller's rights or shares in the entity owning the parking lot adjacent to the Tigard Property), privileges, easements, tenements, hereditaments, rights of way and appurtenances that belong or appertain to the Land, if any and are owned by Tigard and Trinity, including, without limitation, rights to all minerals, oil, gas and other hydrocarbon substances on and under the Land, as well as all development rights, air rights, water, water rights and water stock, if any, that pertain to the Land (collectively, "**Appurtenances**"), and (ii) all buildings, structures and other improvements, if any, located on the Land (collectively, "**Improvements**").

B. The Land, Appurtenances and Improvements owned by Tigard and Trinity are hereinafter collectively referred to as the "**Property**."

C. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. Purchase Price. Subject to and pursuant to the following terms and conditions, Seller shall sell and transfer the Property to Buyer and Buyer shall purchase the Property from Seller and pay to Seller the sum of Four Million and 00/100 Dollars (\$4,000,000.00) ("**Purchase Price**"). Seller and Buyer agree that the Purchase Price for the Property has been allocated as follows:

- a. Tigard Property - \$2,150,000.00
- b. Trinity Property - \$1,850,000.00

Notwithstanding the aforesaid allocation, Buyer acknowledges that this Agreement constitutes an "all or nothing" transaction, i.e., Buyer does not have the option to purchase either property individually and must purchase both the Tigard Property and the Trinity Property as a single package.

2. Matters Pertaining to Earnest Money.

(a) Within three (3) Business Days (as defined below) after the Effective Date, Buyer shall deliver an earnest money deposit of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) ("**Earnest Money**") into escrow ("**Escrow**") with Title Guaranty, LLC, as agent for First American Title Insurance Company (the "**Title Company**"), Attn: Denise Terrazas ("**Escrow Holder**"), and Buyer and Seller shall each deliver to Escrow Holder a counterpart of this Agreement, which shall constitute the joint instructions of Buyer and Seller with respect to

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the transaction of purchase and sale contemplated in this Agreement. Escrow shall be deemed opened on the date that Escrow Holder holds said counterparts of this Agreement, as well as the Earnest Money (the "Opening of Escrow"), and Escrow Holder shall notify Buyer and Seller in writing of the date of Opening of Escrow. In addition, Buyer and Seller agree to execute, deliver and be bound by any reasonable and customary supplemental escrow instructions of Escrow Holder or other instruments as may reasonably be required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control. "Business Days" shall mean each Monday through Friday, excluding United States and State holidays, and "Business Day" shall mean any one of the days otherwise comprising Business Days.

(b) Intentionally omitted.

(c) Buyer may, at its option, direct Escrow Holder to invest the Earnest Money in an interest bearing account designated by Buyer. All interest accruing on the Earnest Money shall become and be a part of the Earnest Money for purposes of this Agreement. The Earnest Money shall be held in Escrow to be applied for Buyer's benefit against the Purchase Price at Closing (as defined below) or as otherwise provided in this Agreement.

(d) If Buyer elects to terminate (or is deemed to have terminated) this Agreement prior to the expiration of the Inspection Period, Escrow Holder, without requirement for any authorization or other notice from Seller, shall immediately disburse the Earnest Money (less any escrow cancellation fees and title exam and search fees charged by Escrow Holder) to Buyer, whereupon this Agreement shall terminate and no party hereto shall have any further rights, obligations or liabilities hereunder, except for matters that, by the terms of this Agreement, expressly survive termination of this Agreement. Except as otherwise provided in the immediately preceding sentence, upon Escrow Holder's receipt of written notice from either party hereto claiming the Earnest Money pursuant to the other provisions of this Agreement, Escrow Holder shall promptly forward a copy thereof to the other party hereto and, unless such party within ten (10) days of receipt thereof notifies Escrow Holder of any objection to such requested disbursement of the Earnest Money, Escrow Holder shall disburse the Earnest Money in accordance with the provisions of this Agreement based upon the demand of the party demanding same (it being understood that, where applicable, the Non-refundable Portion [as said term is hereinafter defined] of the Earnest Money shall be delivered to Seller, even if the balance of the Earnest Money is to be returned to Buyer), and thereupon Escrow Holder shall be released and discharged from any further duty or obligation hereunder.

(e) If Buyer has not elected to terminate this Agreement prior to the expiration of the Inspection Period, the Earnest Money shall be non-refundable to Buyer, unless the Closing fails to occur by reason of Seller's default in any of its obligations under this Agreement.

3. Closing. The consummation of the purchase and sale of the Property contemplated under this Agreement ("**Closing**") shall be defined as the date that the special warranty deeds, the form of which (as may be modified by the Title Company to conform to requirements of State law) is attached hereto as **Exhibit "C" ("Deed")**, conveying the Property (the Tigard Property and the Trinity Property shall be conveyed to Buyer by separate Deeds) is delivered to Buyer and recorded in the Official Records of the County. The Closing shall occur in escrow thirty (30) days after the expiration of the Inspection Period (the "**Closing Date**").

(a) Seller and Buyer agree that Buyer may, at its election, extend the Closing Date for a period not exceeding thirty (30) days. Buyer shall exercise such extension by delivering to Seller and Escrow Agent written notice of its intention to so extend the Closing

Date on or before the Closing Date, provided Buyer deposits with Escrow Agent concurrently with such notice, additional funds in the amount of Ten Thousand and No/100 Dollars (10,000.00) (the "Closing Extension Deposit") for such extension, payable by a certified or bank cashier's check made payable to the Escrow Agent or a confirmed wire transfer of funds. The Closing Extension Deposit shall be applied to the Purchase Price upon the Closing. The Closing Extension Deposit, when made, shall be nonrefundable to Buyer unless the Closing fails to occur by reason of default by Seller in any of its obligations hereunder, in which event the Closing Extension Deposit shall be returned to Buyer.

(b) Seller agrees to deliver vacant possession of the Property to Buyer at Closing in its "as is" condition at Closing.

(c) The balance of the Purchase Price, net of any prorations, shall be payable by a certified or bank cashier's check made payable to the Escrow Holder or a confirmed wire transfer of funds.

4. Closing Costs. Any closing costs not otherwise provided for herein shall be paid by the party legally responsible therefor or, if no law applies, according to prevailing custom for commercial transactions in the County and State. Seller shall pay its own attorneys' fees, one-half the fees and costs due Escrow Holder for its services, the costs of recording the Deeds (including all transfer taxes, recording taxes, documentary stamp taxes and similar taxes) and the premium for the issuance to Buyer of a standard form ALTA Standard Coverage Owner's Policy of Title Insurance for each of the Tigard Property and Trinity Property. Buyer shall pay its own attorneys' fees, one-half the fees and costs due Escrow Holder for its Closing services, the cost of the Survey (as hereinafter defined), the additional premium charges for the issuance of an ALTA Extended Coverage Owner's Policy of Title Insurance (Form 2006) ("Title Policy"), as well as the cost of any endorsements thereto required by Buyer and any premiums charged for any amount of title insurance desired by Buyer in excess of the Purchase Price.

5. Prorations.

(a) Seller shall be responsible for all real property ad valorem taxes with respect to the Property attributable to the period up to and including the Closing Date. All real property ad valorem taxes, shall be prorated between Buyer and Seller as of the Closing Date based upon the fiscal period for which assessed (employing a 365-day year) using the most recently available property assessment. All instalments of assessments levied and due against the Property shall be paid in full by Seller on or before Closing, it being understood that Buyer shall pay all installments of assessments which are due subsequent to Closing.

(b) All prorations, if and to the extent known and agreed upon as of the Closing, shall be paid by Buyer to Seller (if the prorations result in a net credit to Seller) or by Seller to Buyer (if the prorations result in a net credit to Buyer) by increasing or reducing the amount to be paid by Buyer at the Closing. Any such prorations not determined or not agreed upon as of the Closing shall be paid by Buyer to Seller, or by Seller to Buyer, as the case may be, within thirty (30) days after receipt of written notice from the other party.

(c) If any errors or omissions are made regarding adjustments and prorations pursuant to this Paragraph 5, the parties shall make the appropriate corrections promptly upon the discovery thereof. If any estimates are made at the Closing regarding adjustments or prorations, the parties shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid to the party entitled thereto within thirty (30) days after receipt of written notice from the other party.

(d) The provisions of this Paragraph 5 shall survive the Closing and the recordation of the Deed.

6. Inspections Prior to Closing.

(a) Buyer and its representatives, consultants and contractors shall at all times before the Closing have the privilege, opportunity and right of entering upon the Property, including, without limitation, any buildings and other improvements located thereon, in order to inspect and examine same and perform boundary, topographic and like surveys and inspections of the Property, as well as other non-invasive tests and inspections of same (including, without limitation, geotechnical and environmental tests, studies and examinations [but not so-called Phase 2 testing], soil tests, borings, percolation tests and other tests needed to determine surface, subsurface and topographic conditions). Before entering onto the Property, Buyer shall obtain, maintain and keep in effect commercial general liability insurance coverage, including personal injury, bodily injury (including wrongful death), contractual liability and broad form property damage, with the following limits: (a) general aggregate--not fewer than \$2,000,000.00; and (b) per occurrence combined single limit--not fewer than \$2,000,000.00. Such insurance shall be provided by an insurance company reasonably acceptable to Seller. Buyer shall provide Seller with evidence of such insurance prior to conducting any drilling, boring or excavation on the Property.

(b) Buyer acknowledges Seller previously has delivered true and correct copies of the following items, if any, in Seller's possession or control: (i) any existing title commitment or policy covering the Property, together with copies of all recorded instruments listed as exceptions to such title commitment or policy, (ii) copies of any restrictive covenant agreements that impose use or development restrictions on the Property, (iii) a copy of any existing surveys or recorded plats in Seller's possession, and relating to the Property, (iv) a copy of any geotechnical reports and environmental site assessments in Seller's possession, and relating to the Property, and (v) a copy of any site plans and civil engineering drawings relating to the Property.

(c) Buyer shall conduct any such entries onto the Property in a manner that minimizes, to the extent reasonably possible, interference with the conduct of any business or businesses currently being conducted thereon. Buyer agrees that it will repair any damage to the Property resulting from surveys, tests and inspections performed in accordance herewith if Buyer does not purchase the Property, exclusive of normal wear and tear and customary effects of the surveys, tests and inspections. The Buyer acknowledges and represents that it will be responsible for all costs, damage or expense arising out of Buyer's activities on the Tigard and Trinity Properties in performing the surveys, tests, and inspections contemplated hereby. Regarding Buyer's activities on the Property, Buyer acknowledges and represents that it will be responsible, to the extent of its own negligence or willful misconduct, for liability arising from Buyer's activities on the Property including but not limited to personal injury or damage to property occasioned by its employees or agents. The liability of the Buyer shall be subject in all cases to the immunities and limitations of the Tort Claims Act, NMSA 1978, § 41-4-1 et seq. and any amendments thereto.

7. Inspection Period.

For purposes of this Agreement, the "Inspection Period" shall mean the period of time between the Effective Date and the date that is ninety (90) days following the Effective Date. The matters to which Buyer may seek to satisfy itself during the Inspection Period include, but are not limited to:

(i) Buyer obtaining (A) a boundary and a topographic survey of the Property (collectively, "Survey"), prepared by a New Mexico Registered Land Surveyor and (B) feasibility studies and any other appraisals, inspections, tests or studies desired by Buyer,

showing that the Property is satisfactory to Buyer, as determined in its sole and absolute discretion.

(ii) Without limiting clause (i) above, Buyer's receipt, at Buyer's sole cost and expense, of (1) soil test studies with regard to the Property and (2) such non-invasive tests and studies as Buyer may reasonably deem necessary or appropriate to determine the environmental condition of the Property, but specifically excluding any so-called Phase 2 testing or the like.

(iii) Buyer confirming the availability of all necessary: (i) utility lines necessary for the development of the Premises, including but not limited to water, telephone, sanitary sewer, storm sewer, natural gas and electricity lines, and (ii) permits (including, without limitation, building permits), licenses, variances and approvals, whether ministerial, discretionary or otherwise, from governmental and quasi-governmental authorities that are necessary for the development of the Premises.

(iv) The Buyer obtains all necessary amendments or waivers of any obligation contained in the *Covenants and Declarations for Central Parking Lot*, Los Alamos County, New Mexico ("Covenants") attached hereto as Exhibit "D", or any other covenant or obligation that burdens the Tigard Property or the Trinity Property that would violate N.M. Const. art. IX, § 12 ("Debt Clause"), N.M. Stat. Ann. § 6-6-11 ("Bateman Act"), N.M. Const. Art. IX, § 14 ("Anti-Donation Clause") or other applicable public finance laws and constitutional limitations. This includes, but is not limited to, amending or waiving any obligation contained in the Covenants that require the Buyer to obtain an ownership interest in the Central Parking Lot Corporation, and amending or waiving any obligation contained in the Covenants that subjects the Buyer to any future contingent debt obligation such as the assessments and special assessments that could be imposed by the Central Parking Lot Corporation on the Buyer subsequent to closing as currently provided for in the Covenants.

(v) The Buyer obtains an appropriate and adequate interest that is satisfactory to the Buyer in some or all the parking lots owned by the Central Parking Lot Corporation.

If one or more of the matters set forth in clauses (i), (ii), (iii), (iv), and (v) above are not satisfied (or waived by Buyer) within the Inspection Period or should Buyer desire to terminate this Agreement for any other reason or no reason on or before the expiration of the Inspection Period, then Buyer may, at its option, terminate this Agreement by giving written notice of termination to Seller and Escrow Holder on or before the expiration of the Inspection Period, whereupon Escrow Holder shall immediately refund to Buyer all Earnest Money and this Agreement shall be deemed null and void and of no further force or effect with Buyer and Seller having no further rights, obligations or liabilities hereunder, except for matters that by the terms hereof expressly survive termination.

8. Deposits by Seller. Prior to the Closing, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

(a) Deeds. The Deeds, duly executed by Seller, acknowledged and in recordable form.

(b) Seller's Certificates. A non-foreign affidavit satisfying Federal and any State requirements ("Seller's Certificate"), duly executed by Seller.

(c) Title Affidavits. Any reasonable and customary certificates and affidavits that may be required in the normal course by the Title Company, in form and substance satisfactory to Seller, including, but not limited to affidavits stating that Seller has sole and exclusive possession of the Property, subject only to the Permitted Title Exceptions (as defined

below), and stating that either (i) there have been no improvements, additions, alterations, repairs or any changes of any kind whatsoever made to the Property during the four (4) months immediately preceding Closing (or such longer period as may give rise to liens under applicable law), or (ii) if there have been any such improvements or repairs, that all lienors or potential lienors in connection with such improvements or repairs have been paid in full.

(d) Authority. Such evidence as the Escrow Holder shall reasonably require as to the authority of the parties acting on behalf of Seller to enter into this Agreement and to discharge the obligations of Seller pursuant hereto.

9. Deposits by Buyer. Prior to the Closing, Buyer shall deposit or cause to be deposited with Escrow Holder the following:

(a) Funds. The balance of the Purchase Price plus Escrow Holder's estimate of Buyer's share of closing costs, prorations and charges payable pursuant to this Agreement.

(b) Authority. Such evidence as the Escrow Holder shall reasonably require as to the authority of the parties acting on behalf of Buyer to enter into this Agreement and to discharge the obligations of Buyer pursuant hereto.

10. Disbursements and Other Actions by Escrow Holder. Upon the Closing, Escrow Holder shall promptly undertake all of the following in the manner indicated:

(a) Prorations. Prorate all matters referenced in Paragraph 5 above based upon the settlement statements delivered into Escrow signed by the parties.

(b) Recording. Cause the Deeds, and any other documents that the parties hereto may mutually direct, to be recorded in the Official Records of the County.

(c) Funds. Disburse from funds deposited by Buyer with Escrow Holder toward payment of the Purchase Price and all other items chargeable to the account of Buyer pursuant to this Agreement in payment of such obligations and disburse the balance of such funds, if any, to Buyer.

(d) Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

(e) Documents. Deliver (i) a conformed copy of the recorded Deeds to Buyer and (ii) the original Seller's Certificates to Buyer.

11. Conveyance of Title.

(a) The sale of the Property includes all of Seller's ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property to the center line thereof. It also includes any right of Seller to any unpaid amount by reason of any taking by condemnation and/or for any damage to the Property by reason of change of grade of any street or highway. Seller will deliver at no additional cost to Buyer, at Closing or thereafter, on demand, any documents that Buyer may require to collect the award and damages. This provision shall survive the Closing.

(b) Seller agrees that promptly following the Opening of Escrow, it will request the Title Company to issue and deliver to Buyer, commitment(s) for issuance of the Title Policy in the current form and in the amount of the Purchase Price ("**Commitment**"), along with copies of all documents and exceptions to title set forth or described in the Commitment.

(c) Buyer shall have until thirty (30) days following the Effective Date, to examine the Commitment(s) and Survey(s) and otherwise to examine title to the Property and to

notify Seller of any objectionable matter or defect that affects the marketability or insurability of the title to the Property (the "Title Review Period"). Seller will have ten (10) days after receipt of Buyer's notice if any, to advise Buyer in writing of the objections Seller agrees to cure (it being understood Seller shall have no obligation to cure any of said objections). If Seller fails to respond within the ten (10) day period, then Seller will be deemed to have declined to cure any of the objections in Buyer's notice. If Seller declines (or is deemed to decline) to cure any objectionable matter prior to Closing, then at Buyer's option to be exercised within five (5) days following Seller's declination if any, Buyer may either (i) take title to the Property despite the existence of such matter or (ii) terminate this Agreement, in which event Escrow Holder shall immediately refund to Buyer all Earnest Money, and neither Buyer nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement, which shall then become null and void and of no further force or effect (except for matters that by the express terms hereof survive termination). If Buyer fails to timely exercise its option following Seller's declination, then Buyer will be deemed to have agreed to take title to the Property despite the existence of such matter. Any title exceptions to the Property revealed by the Title Commitment or Survey to which Buyer does not timely object, or to which Buyer waives its objection prior to the expiration of the Title Review Period, are "Permitted Title Exceptions".

12. Condemnation and Casualty.

(a) If, at any time between the Effective Date and Closing (inclusive), all or any portion of the Property is condemned by any legally constituted authority for any public use or purpose, then Buyer may elect either: (i) to terminate this Agreement, in which event Escrow Holder shall immediately refund to Buyer all Earnest Money, and neither Buyer nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement (except for matters that by the express terms hereof survive termination); or (ii) to collect at Closing (or at Closing receive a credit against the Purchase Price for) all proceeds from any condemnation and have the terms of this Agreement remain in full force and effect and binding on the parties hereto. In the event of a condemnation in which Buyer does not elect to terminate this Agreement pursuant to the foregoing terms, then the term Property, as used herein, shall thereafter refer to the Property less and except any portion thereof taken by such condemnation.

(b) If, prior to the date of the Closing, the Property, or any portion thereof, shall be damaged or destroyed in any material respect by reason of fire, storm, accident or other casualty, then Seller shall promptly give notice thereof to Buyer and unless Seller repairs the damage by Closing, Buyer, at its option, may terminate this Agreement not later than five (5) days following the scheduled Closing Date

13. Assignment. Buyer shall not have the right to assign its rights hereunder without the written consent of Seller, which consent shall not be unreasonably withheld or delayed.

14. Survival. Except as may be specifically set forth herein, none of the warranties, covenants, indemnities and representations made herein by either Seller or Buyer shall survive Closing.

15. Seller's and Buyer's Representations, Warranties and Covenants.

(a) In order to induce Buyer to enter into this Agreement and purchase the Property, Seller makes the following covenants, agreements, representations and warranties, none of which shall survive the Closing and the purchase and sale of the Property:

(i) Seller has obtained all necessary authorizations and consents to enable it to execute and deliver this Agreement.

(ii) There are no leases currently affecting any portion of the Property.

(iii) There is no pending or, to Seller's knowledge, threatened litigation or other proceeding affecting the title to or the use or operation of the Property.

(iv) Seller is not a "foreign person", "foreign corporation", "foreign trust" or "foreign estate" as those terms are defined in the I.R.C., Section 1445, nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code (including, but not limited to, Section 1445 thereof) or any comparable laws of the State, and Buyer has no obligation under any such laws to withhold any monies from the Purchase Price in accordance with the provisions of such laws in connection with the transaction contemplated hereby (or, if same shall not be the case such that Buyer is obligated to withhold from the Purchase Price under any such laws, Seller shall cooperate with Buyer in connection with Closing to allow for withholding and compliance with such laws, as necessary).

(v) The Land has been platted, subdivided, or otherwise split in accordance with all governmental requirements, as defined in any applicable subdivision ordinance.

(b) Buyer hereby represents and warrants to Seller as follows: Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby. All requisite action (corporate, trust, partnership or otherwise) has been taken by Buyer in connection with entering into this Agreement, the instruments referenced herein, and the consummation of the transactions contemplated hereby. Buyer has made or will make such investigations, reviews and inspections as it, in its sole discretion, deems appropriate or necessary concerning the condition of the Property (including, without limitation, the legal, environmental, regulatory and financial condition thereof), the condition of title to the Property, all present and future laws, rules, regulations, ordinances and requirements which may affect the Property, and all other matters related thereto.

16. Notices. All notices, requests, demands or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, facsimile, or United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller: Tigard Pacific RE, LLC
Trinity Los Alamos, LLC
c/o Leadership Circle LLC
1521 Oxbow Dr., Suite 210
Montrose, Colorado 81401
Attention: Pete Neumann
Facsimile: 970-249-1330

With a copy to: Pack & Rees, PLLC
638 N. Fifth Avenue
Phoenix, Arizona 85003
Attention: Stuart Pack
Facsimile: 480-264-2201

If to Buyer: County of Los Alamos
1000 Central Ave
Los Alamos, New Mexico 87544
Attention: Harry Burgess
Facsimile: 505-662-8079

If to Escrow Holder: Title Guaranty, LLC
1631 Central Avenue
Los Alamos, New Mexico 87544
Attention: Denise Terrazas
Facsimile: 505-662-6891

or to such other address as any party may from time to time designate by notice in writing to the other parties. Any such notice, request, demand or communication shall be deemed to have been given on the date of delivery (if delivered by personal delivery), on the date of mailing (if delivered by United States registered or certified mail), on the date of deposit with an overnight mail or delivery service carrier (if delivered by overnight mail or delivery service) or the date of facsimile transmission (if delivery is by facsimile transmission). Notwithstanding the foregoing, while notice shall be deemed given on the date of mailing, the period in which a response to such a notice must be given or taken shall run from the date of receipt by the addressee. Rejection, refusal to accept delivery or inability to deliver due to changed address of which no notice has been given shall be deemed receipt by the addressee. Notices by a party may be given by legal counsel to or the authorized agent of such party.

17. Brokers. Each party represents and warrants to the other that neither has employed, retained or consulted a broker, agent or finder in carrying on the negotiations in connection with this Agreement or the purchase and sale referred to herein.

18. Default.

(a) Seller's Default. If the purchase and sale contemplated by this Agreement is not consummated because of the default of Seller under this Agreement, as Buyer's sole remedies for Seller's default hereunder (i) Escrow Holder shall immediately refund to Buyer all Earnest Money, and neither of the Parties shall have any further liability or obligation hereunder; or (ii) Buyer may seek specific performance against Seller, provided that any such action must be brought not later than sixty (60) days following the alleged default.

(b) Buyer's Default. If the purchase and sale contemplated by the Agreement is not consummated because of the default of the Buyer, as Seller's sole remedies for Buyer's default hereunder the Seller may instruct the Escrow Holder to cancel the Escrow, and Buyer and Seller agree that based upon the circumstances now existing, known and unknown, it would be impractical or extremely difficult to establish Seller's damage by reason of Buyer's default. Accordingly, Buyer and Seller agree that it would be reasonable at such time to award Seller "liquidated damages" equal to the total of the Earnest Money (and any Closing Extension Deposit) placed into Escrow by Buyer pursuant to this Agreement less any of Escrow Holder's charges. Seller and Buyer acknowledge and agree that the applicable foregoing amounts of liquidated damages are reasonable as liquidated damages and shall be Seller's sole and exclusive remedy in lieu of any other relief, right or remedy, at law or in equity, to which Seller might otherwise be entitled by reason of Buyer's default.

19. Date of Agreement; Dates. If this Agreement is not signed simultaneously by both parties, it shall be considered to be an offer made by the party first executing it to the other party, which offer may be revoked any time prior to execution by the other party. Whenever the last day for the exercise of any privilege or the discharge of any duty hereunder shall fall upon a Saturday, Sunday or any United States or State holiday, the party having such privilege or duty shall have until 11:59 p.m. local time on the next succeeding Business Day to exercise such privilege or to discharge such duty.

20. As Is. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS MAY BE EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, SELLER HAS MADE

ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED BY SELLER REGARDING THE PROPERTY, ITS VALUE, ITS EXPENSE OF OPERATION, ITS INCOME POTENTIAL, ITS PAST USE, ITS IMPACT ON ADJACENT AND SURROUNDING PROPERTIES, ITS SUITABILITY FOR BUYER'S INTENDED USE THEREOF, OR ANY OTHER FACT OR CONDITION WHICH MIGHT AFFECT THE PROPERTY, AND THAT BUYER IS PURCHASING THE PROPERTY ON AN "AS IS" BASIS AND "WITH ALL FAULTS" AS OF THE DATE OF THIS AGREEMENT AND THE CLOSING. BUYER IS, OR AS OF THE EXPIRATION OF THE INSPECTION PERIOD WILL BE, FAMILIAR WITH THE PROPERTY. BUYER ACKNOWLEDGES THAT: BUYER IS A SOPHISTICATED INVESTOR, KNOWLEDGEABLE AND EXPERIENCED IN THE FINANCIAL AND BUSINESS RISKS ATTENDANT TO AN INVESTMENT IN REAL PROPERTY SIMILAR TO THE PROPERTY AND CAPABLE OF EVALUATING THE MERITS AND RISKS OF ENTERING INTO THIS AGREEMENT AND PURCHASING THE PROPERTY (INCLUDING THE PHYSICAL AND ENVIRONMENTAL CONDITION THEREOF AND THE RELATIONSHIP TO CURRENT MARKET CONDITIONS AND BUYER'S CONTEMPLATED PLANS FOR THE PROPERTY); EXCEPT AS OTHERWISE PROVIDED HEREIN, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OR COMPLETENESS, METHODOLOGY OF PREPARATION OR OTHERWISE CONCERNING ANY INFORMATION OR MATERIAL SUPPLIED BY SELLER TO BUYER REGARDING THE PROPERTY.

21. Escrow Holder. If conflicting demands are made or notices served upon Escrow Holder with respect to this Agreement, the parties expressly agree that Escrow Holder shall be entitled to file a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the filing of such an action, Escrow Holder shall be fully released and discharged from any obligations imposed upon it by this Agreement. Any such legal action may be brought in such court as Escrow Holder shall determine to have jurisdiction thereof. All costs of such proceedings, together with all reasonable attorneys' fees and costs incurred by Escrow Holder and the successful party or parties in connection therewith, shall be paid by the unsuccessful party or parties to such proceeding.

22. Miscellaneous.

(a) Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico.

(b) Waiver. Failure of either Buyer or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Buyer's or Seller's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.

(c) Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement. The parties agree that signatures transmitted by facsimile machine or signatures transmitted via e-mail in a "PDF" format may be used in place of original signatures on this Agreement. Each party intends to be bound by such party's facsimile or "PDF" format signature on this Agreement, is aware that the other parties are relying on such party's facsimile or "PDF" format signature, and hereby waives any defenses to the enforcement of this Agreement based upon the form of signature.

(d) Captions. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement.

(e) Severability. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

(f) Time of the Essence. Time is of the essence of this Agreement.

(g) No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

(h) Exhibits and Schedules. The exhibits and schedules attached hereto are hereby incorporated herein by this reference.

(i) Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

(j) Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

(k) Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party, shall be of any effect unless it is in writing and executed by the party to be bound thereby.

(l) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto (as permitted pursuant to the provisions of this Agreement).

(m) Attorneys' Fees. If either party brings or commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach of this Agreement), the prevailing party, if any, in such action shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees that may have been incurred, including any and all costs and expenses incurred in enforcing, perfecting and executing such judgment, and including all costs of appeal.

(n) Construction. The parties hereto hereby acknowledge and agree that (i) each party hereto is of equal bargaining strength, (ii) each such party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with its own independent counsel, and such other professional advisors as it has deemed appropriate, relating to any and all matters contemplated under this Agreement, (iv) each such party and its counsel and advisors have reviewed this Agreement, (v) each such party has agreed to enter into this Agreement following such review and the rendering of such advice and (vi) any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

(o) Independent Consideration. Notwithstanding anything else to the contrary contained in this Agreement, if pursuant to any applicable provisions of this Agreement, Buyer has the right to terminate this Agreement and receive back any or all of the Earnest Money heretofore deposited, in all such events Seller shall be entitled to retain and Escrow Holder shall pay over to Seller from the Earnest Money it is holding, the sum of One Hundred Dollars (\$100.00) as independent consideration for Seller entering into this Agreement (the "Non-refundable Portion").

23. Like-Kind Exchange. Seller and Buyer agree to cooperate with each other in effecting for the benefit of either party a delayed like-kind exchange of real property pursuant to Section 1031 of the United States Internal Revenue Code and similar provisions of applicable state law; provided that (i) neither party shall be obligated to delay the Closing hereunder and (ii) neither party shall be obligated to execute any note, contract, deed or other document not otherwise expressly provided for in this Agreement providing for any personal liability, nor shall either party be obligated to take title to any property other than the property as otherwise contemplated in this Agreement or incur additional expense for the benefit of the other party. Seller shall indemnify and hold the Buyer harmless against any liability which arises or is claimed to have arisen on account of any exchange proceeding which is initiated on behalf of the Seller.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written below.

BUYER:

INCORPORATED COUNTY OF LOS ALAMOS

ATTEST

Naomi D. Maestas
NAOMI D. MAESTAS
COUNTY CLERK

By: *Harry Burgess* 12/17/20
HARRY BURGESS DATE
COUNTY MANAGER



Approved as to form:

J. Alvin Leaphart
J. ALVIN LEAPHART
COUNTY ATTORNEY

SELLER:

Trinity Los Alamos, LLC,
 a Colorado limited liability company

Tigard Pacific RE, LLC,
 a Colorado limited liability company

By: *Matthew J. Miles*
Matthew J. Miles, Member

By: *Matthew J. Miles*
Matthew J. Miles, Member

Acceptance by Escrow Holder:

Title Guaranty, LLC hereby acknowledges that it has received a fully executed counterpart of the foregoing Real Property Purchase Agreement and Joint Escrow Instructions and agrees to act as Escrow Holder hereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Dated: 12/20/2020

TITLE GUARANTY, LLC

By: *Kristopher Alvarado*
 Name: *Kristopher Alvarado for Denise G. TAVARAS*
 Title: *Senior Escrow Officer*

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LIST OF EXHIBITS

EXHIBIT "A" – Site Plan

EXHIBIT "B" – Legal Description of Property

EXHIBIT "C" – Special Warranty Deed

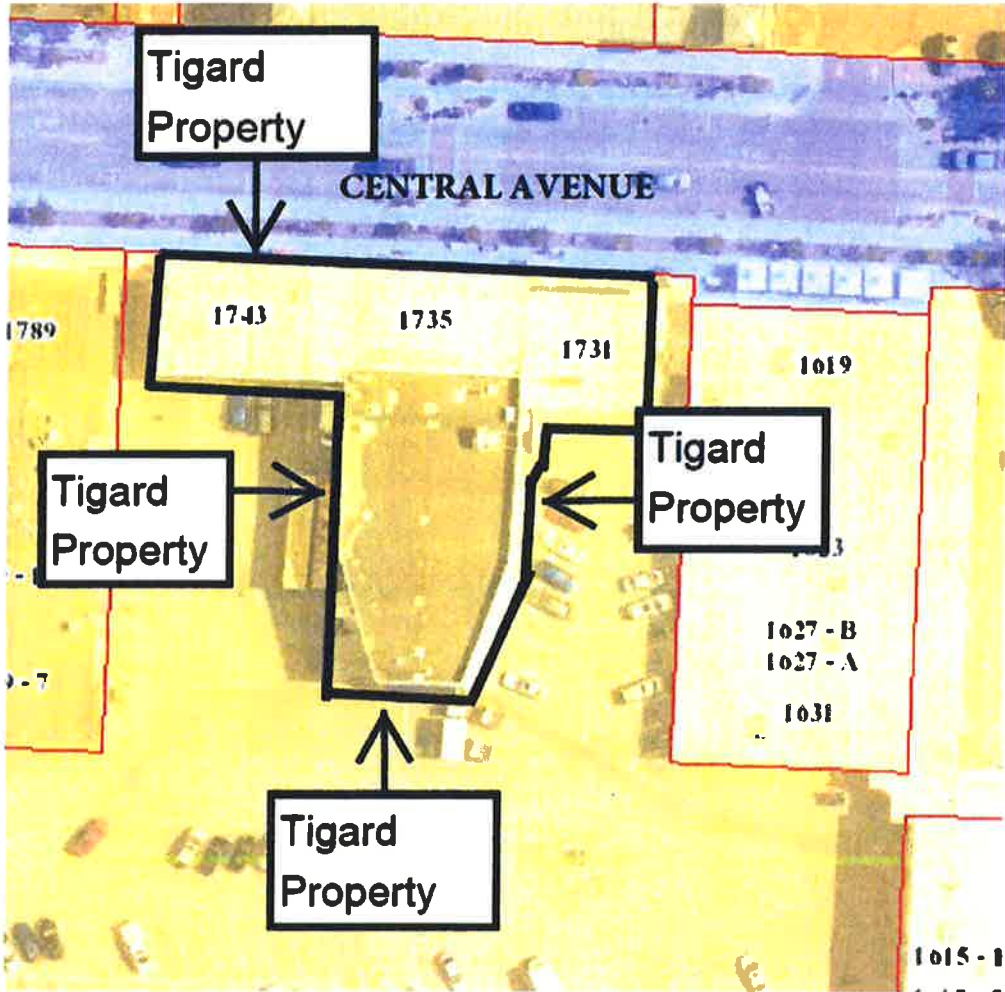
EXHIBIT "D" - Covenants and Declarations for Central Parking Lot

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EXHIBIT "A"

SITE PLANS

Tigard Property



pu

Trinity Property

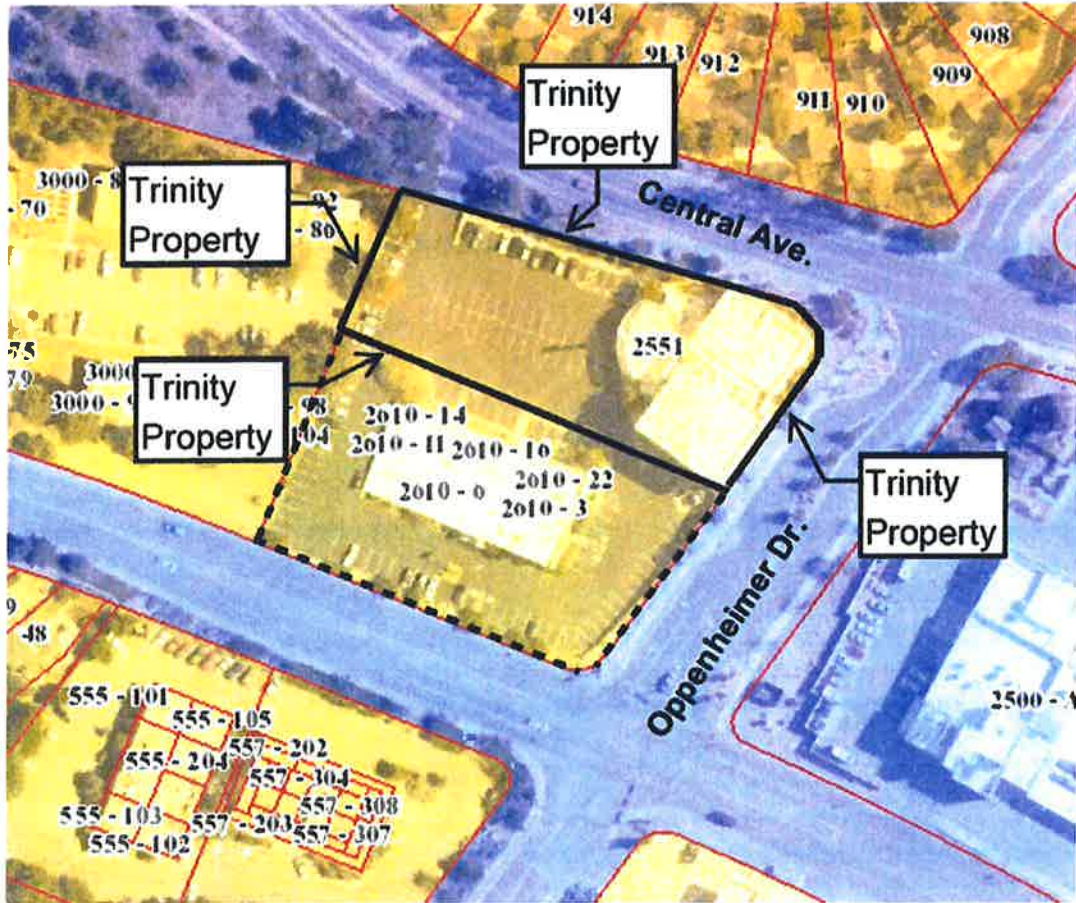


EXHIBIT "B"

LEGAL DESCRIPTION

Tigard Property

Tract EE, Eastern Area No. 3, as shown on subdivision plat recorded on February 21, 1966, in Plat Book 1, Page 74, records of Los Alamos County, New Mexico.

Trinity Property

Lot 4B, Subdivision of Tract I, Eastern Area No. 3, as shown on plat recorded on May 24, 1976, in Book 3, page 18, as Document No. 35133, records of Los Alamos County, New Mexico.

EXHIBIT "C"
FORM OF DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

(Above space for Recorder's use only)

SPECIAL WARRANTY DEED

_____ a Colorado limited liability company ("Grantor"), for the consideration of TEN DOLLARS, and other valuable consideration, does hereby convey to _____ a _____ ("Grantee"), the real property situated in _____ County, _____, which is more fully described on **Exhibit "A"** attached hereto and incorporated herein by reference.

SUBJECT TO: all existing taxes, assessments, reservations in patents, liens, encumbrances, covenants, conditions, restrictions, rights of way, easements and all other documents of record and any statement of facts an accurate survey would show.

Grantor binds itself and its successors to warrant the title against its acts and none other, subject to the matters above set forth.

DATED as of _____, 2021.

a _____

By: _____
Name: _____
Title: _____

EXHIBIT D

COVENANTS AND DECLARATIONS FOR CENTRAL PARKING LOT

SEE ATTACHED



COVENANTS AND DECLARATIONS
FOR CENTRAL PARKING LOT,
LOS ALAMOS COUNTY, NEW MEXICO

COG	80331
DATE OF RECORDATION	Oct. 26 1988
AS	10:37
BOOK	10034
PAGE	946
DEPUTY	Manuel P. ...

KNOW ALL MEN BY THESE PRESENTS,
Central Parking Lot Corporation and other declarants
hereby covenant and declare as follows:

1. Uses of Central Parking Lot: The other undersigned declarants have conveyed to Central Parking Lot Corporation, a New Mexico corporation, their undivided ownership interest in and to the following described real estate located in Los Alamos County, New Mexico, hereinafter called "Central Parking Lot":

Tract EI, Eastern Area No. 3, County of Los Alamos, State of New Mexico, shown by map or plat thereof filed in the Office of the Clerk of Los Alamos County, New Mexico, on the 21st day of February, 1965, and officially of record in Book 1, at page 74, plat records of said County:

which real estate shall be used by declarants, their agents, employees and invitees for purposes of vehicular and pedestrian access and for vehicular parking, subject to reasonable regulation by Central Parking Lot Corporation, and to such other uses as may hereafter be prescribed or allowed by Central Parking Lot Corporation.

2. Benefited and Burdened Real Estate: The undersigned declarants each are owners in fee simple absolute or contract purchasers of the real estate tracts indicated, each tract of which abuts upon some portion of the Central Parking Lot heretofore described. The undersigned declarants each hereby declare and covenant that the tracts of real estate hereinafter described for each shall be entitled and subject to the rights, privileges, covenants and restrictions hereinafter set forth, which shall be deemed to run with the land and shall be a burden and a benefit to the declarants, the declarants' successors and assigns and any person acquiring or owning an

interest in the property of each declarant as hereinafter described and such person's successors and assigns.

3. Shareholders in Corporation: The ownership and management of the Central Parking Lot shall be vested in the Central Parking Lot Corporation, a New Mexico corporation, all of whose shareholders are and shall be owners or contract purchasers of tracts of real estate abutting some portion of the Central Parking Lot. Changes in beneficial ownership of each tract of real estate abutting the Central Parking Lot shall automatically result in appropriate changes in ownership of the shares of stock in Central Parking Lot Corporation. Remodeling of, replacement of or addition to improvements located on each tract of real estate abutting the Central Parking Lot may result in issuance of new shares of stock in Central Parking Lot Corporation. The subdivision of any abutting tract will automatically result in division of the shares for such subdivided tract so that the owner of each of the tracts resulting from the subdivision will own the number of shares appropriate for the building areas thereon.

4. General Powers and Duties of the Corporation: The Central Parking Lot Corporation shall have those powers and duties prescribed by the New Mexico Business Corporation Act, by its Articles of Incorporation, as amended from time to time, and by its By-Laws, as amended from time to time. Said corporation shall generally be responsible for adopting and enforcing reasonable regulations for use of the Central Parking Lot, for the maintenance, repair and upkeep of the Central Parking Lot, for the collecting of funds reasonably necessary to fulfill its obligations and for periodic reporting and accounting to its shareholders.

5. Creation of Common Expense Fund and Obligation for Assessments: The Central Parking Lot Corporation shall establish a common expense fund for the administration, maintenance, repair, replacement and improvement of the Central Parking Lot and for the performance of its powers and duties. The fund shall be maintained through assessments of the undersigned Declarants, their successors and assigns. Such assessments shall be made only upon approval by a seventy-five per cent (75%) vote of all shares issued and outstanding at a meeting of the Corporation's shareholders at which a quorum is present, with at least ten (10) days prior written notice thereof having

been given to the shareholders. The Corporation may establish and maintain reasonable reserves for contingencies and replacements. The Corporation shall provide for the keeping of books of accounts and records. Such records shall be available for inspection by a shareholder of the Corporation or any representative of such shareholder duly authorized in writing at reasonable times.

6. Special Assessments: In addition to the assessments authorized above, the Corporation may levy special assessments for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement of the Central Parking Lot; provided, however, that such assessments shall be made only upon approval by a seventy-five per cent (75%) vote of all shares issued and outstanding at a meeting of the Corporation's shareholders at which a quorum is present, with at least ten (10) days prior written notice thereof having been given to the shareholders and with said notice specifying the proposed capital improvement and the amount of assessments necessary therefor. The Corporation may also levy special assessments against a shareholder when the Corporation determines the expenditures requiring such assessments will inure to the benefit of one shareholder and not to the benefit of other shareholder or when the Corporation determines the expenditures were made necessary by the negligence or willful misconduct of the assessed shareholder. Such special assessments against a single shareholder as aforesaid shall require only Board approval and not the extraordinary vote required for approval of an assessment against all shareholders; provided, however, that at least ten (10) days prior written notice of a Board meeting at which such proposed assessment is to be considered shall be given to the shareholder against whom such special assessment is proposed to be levied, specifying therein the amount of the proposed special assessment and the justification therefor.

7. Collection of Assessment - Lien for Assessments: Any assessment which is not paid when due shall be delinquent. If a shareholder is in default in the payment of any assessments for thirty (30) days or longer, interest on the unpaid amount shall accrue at such rate as is allowed by law and is then or has been established by the Corporation as the appropriate rate therefor. The Corporation may bring suit to enforce collection of delinquent assessments or to foreclose

its lien or both. The Corporation shall be entitled to all reasonable costs of collection, including attorneys' fees if a delinquent assessment account should be placed in the hands of attorneys for collection. Assessments by the Corporation shall constitute a lien on the tract of real estate abutting the Central Parking Lot and beneficially owned or being purchased on contract by the indebted shareholder, each such tract of real estate subject to said lien being as hereinafter described, such lien being superior and prior to all other liens except tax liens afforded superiority as a matter of law and first mortgage liens complying with the requirements for establishment of priority. An assessment lien may be foreclosed by suit as provided by law. Suit to recover a money judgment for an unpaid assessment may be pursued without foreclosure and without waiving the lien securing same. The holder of a first mortgage lien on a tract of real estate subject to lien as herein provided who comes into ownership of such tract by virtue of foreclosure of the mortgage or by deed or assignment in lieu of foreclosure and the purchaser of such tract at a foreclosure sale takes such tract free of any lien for unpaid assessments accruing prior to the time of such change of beneficial ownership except for a lien for a pro rate share of any assessments resulting from re-allocation of the amount of the discharged lien to all tracts subject to lien as herein provided, including the mortgaged tract. After such change of beneficial ownership the new owner or contract purchaser will be subject to regular and special assessments as herein provided the same as the other owners or contract purchasers of tracts of real estate subject to lien as herein provided, and liens for unpaid assessments will encumber the subject tract the same as against the other tracts subject to liens as herein provided. In a voluntary conveyance or contract sale, except a conveyance to a first mortgagee in lieu of foreclosure, the grantee or contract purchaser of a tract subject to lien as herein provided shall be jointly and severally liable with the grantor for such tract's assessments accrued to the time of the conveyance, without prejudice to the grantee's or contract purchaser's right to recover from the grantor the amounts paid by the grantee or contract purchaser. However, any grantee or contract purchaser shall be entitled to a statement from the Corporation setting forth the amount of the unpaid assessments against the subject tract, and the grantee or contract purchaser shall not be liable for, nor shall the tract conveyed or contracted to be conveyed be subject to a lien for any unpaid

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assessments against the subject tract in excess of the amount therein set forth.

8. Mortgagee's Right to Notice: The holder of a first mortgage on a tract subject to lien as herein provided shall be entitled to the same notice as the tract owner or contract purchaser in all matters involving alleged default in the performance of any obligation. Such first mortgages shall be notified prior to the Corporation's initiation of legal action against the tract owner or contract purchaser to enforce the tract owner's or contract purchaser's obligations, including actions to enforce collection of assessments or to foreclose the lien for assessments.

9. Use of Insurance Proceeds: If any part of the Central Parking Lot shall be damaged or destroyed by casualty for protection against which insurance is maintained, the decision to rebuild, repair or restore and the disposition of the insurance proceeds shall be decided by the Central Parking Lot Corporation. Nothing in this Declaration shall prevent a tract owner or contract purchaser from procuring additional insurance for his own benefit.

10. Amendment of Declaration: Except as otherwise specifically provided herein or by law, this Declaration may be amended by, and only by, an instrument in writing executed and acknowledged by the owners of not less than seventy-five per cent (75%) of all shares in Central Parking Lot Corporation issued and outstanding after agreement thereto by such shareholders at a meeting of the Corporation's shareholders at which a quorum is present, with at least ten (10) days prior written notice thereof having been given to the shareholders and with said notice specifying the proposed amendment. Such instrument shall be recorded with the Office of the County Clerk of Los Alamos County, New Mexico. Any material change in this Declaration shall additionally require the written instrument to be executed and acknowledged by all holders of first mortgages on the tracts abutting the Central Parking Lot.

11. Additional Rights of Mortgagees: In addition to other rights set forth herein and as otherwise provided by law, the holder of a first mortgage on a tract of real estate abutting the Central Parking Lot and hereinafter described shall be entitled to inspect the books and records of the Corporation during normal business hours, to receive notice of all meetings of

the Corporation if such notice is requested and to attend, in person or by designated representative, all meetings of the Corporation. In the event of substantial damage to or destruction of any part of the Central Parking Lot, the holder of a first mortgage on a tract of real estate abutting the Central Parking Lot, as hereinafter described, is entitled to timely written notice of any such damage or destruction, and nothing contained herein or elsewhere shall be construed to entitle the owner or contract purchaser of such tract priority over such mortgage holder with respect to the distribution of any insurance proceeds. If the Central Parking Lot or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by condemning authority, then the holder of a first mortgage on a tract of real estate abutting the Central Parking Lot, as hereinafter described, will be entitled to timely written notice of such proceeding or proposed acquisition, and nothing contained herein or elsewhere shall be construed to entitle the owner or contract purchaser of a tract of real estate affected hereby priority over such mortgage holder with respect to the distribution of any award or settlement.

IN WITNESS WHEREOF, the declarants have subscribed their names hereto this 4th day of October, 1988.

CENTRAL PARKING LOT CORPORATION, a New Mexico corporation

By: 
President

Declarant, Owner of the following described tract of real estate:

Tract E1, Eastern Area No. 3, County of Los Alamos, State of New Mexico, shown by map or plat thereof filed in the Office of the Clerk of Los Alamos County, New Mexico, on the 21st day of February, 1965, and officially of record in Book 1, at page 74, plat records of said County.

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STATE OF NEW MEXICO)
COUNTY OF LOS ALAMOS) ss.

The foregoing Declaration was subscribed and sworn to before me this 4th day of October, 1988, by Bill Enloe, President of Central Parking Lot Corporation, a New Mexico corporation, on behalf of said corporation.



Debbie A. Gulley
Notary Public

G & S ENTERPRISES, INC., a New Mexico corporation

By: Flayne Guentis
President

Declarant, Owner of the following described tract of real estate:

Tract EH, Eastern Area No. 3, County of Los Alamos, State of New Mexico, shown by map or plat thereof filed in the Office of the Clerk of Los Alamos County, New Mexico, on the 21st day of February, 1965, and officially of record in Book 1, at page 74, plat records of said County.

STATE OF NEW MEXICO)
COUNTY OF LOS ALAMOS) ss.

The foregoing Declaration was subscribed and sworn to before me this 4th day of October, 1988,

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J C ENTERPRISES, a New Mexico general partnership

By: Elmo CdeBaca

ELMO CDEBACA, General Partner
Declarant, Owner of the following described tract of
real estate:

Tract EF, Eastern Area No. 3, County of Los
Alamos, State of New Mexico, shown by map or
plat thereof filed in the Office of the Clerk
of Los Alamos County, New Mexico, on the 21st
day of February, 1965, and officially of
record in Book 1, at page 74, plat records of
said County.

STATE OF NEW MEXICO)
) ss.
COUNTY OF LOS ALAMOS)

The foregoing Declaration was subscribed and sworn
to before me this 14th day of October, 1988,
by Elmo CdeBaca, general partner of J C Enterprises, a
New Mexico general partnership, on behalf of said
partnership.

Debbie A. Gulley
Notary Public

My commission expires:



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CLEMENT AND BENNER, INC.

By: George A. Benner

Declarant, Owner of the following described tract of real estate:

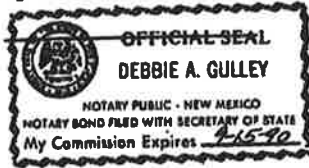
Tract EE, Eastern Area No. 3, County of Los Alamos, State of New Mexico, shown by map or plat thereof filed in the Office of the Clerk of Los Alamos County, New Mexico, on the 21st day of February, 1965, and officially of record in Book 1, at page 74, plat records of said County.

STATE OF NEW MEXICO)
COUNTY OF LOS ALAMOS) ss.

The foregoing Declaration was subscribed and sworn to before me this 16th day of October, 1968, by George A. Benner, President of Clement and Benner, Inc., a New Mexico corporation, on behalf of said corporation.

Debbie A. Gulley
Notary Public

My commission expires:



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SANDIA PROPERTIES,
A Limited Partnership

By: Jerry Parker
Jerry Parker, General Partner

Declarant, Owner of the following described tract of
real estate:

Tract EC, Eastern Area No. 3, County of Los
Alamos, State of New Mexico, shown by map or
plat thereof filed in the Office of the Clerk
of Los Alamos County, New Mexico, on the 21st
day of February, 1965, and officially of
record in Book 1, at page 74, plat records of
said County.

STATE OF NEW MEXICO)
) ss.
COUNTY OF LOS ALAMOS)

The foregoing Declaration was subscribed and sworn
to before me this 14th day of October, 1988,
by Jerry Parker, general partner in Sandia Properties,
a New Mexico limited partnership, on behalf of said
partnership.

Debbie A. Gulley
Notary Public

My commission expires:



Miss 34 946 83357
Los Alamos County

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Elmo CdeBaca
ELMO CDEBACA

Nancy K. CdeBaca
NANCY K. CDEBACA

Declarants, Owners of the following described tract of real estate:

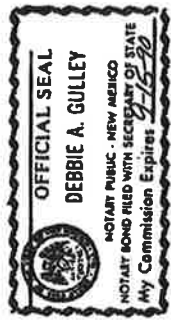
Tract EA, Eastern Area No. 3, County of Los Alamos, State of New Mexico, shown by map or plat thereof filed in the Office of the Clerk of Los Alamos County, New Mexico, on the 21st day of February, 1965, and officially of record in Book 1, at page 74, plat records of said County.

STATE OF NEW MEXICO)
) ss.
COUNTY OF LOS ALAMOS)

The foregoing Declaration was subscribed and sworn to before me this 14th day of October, 1988, by Elmo CdeBaca and Nancy K. CdeBaca, husband and wife.

Debbie A. Gulley
Notary Public

My commission expires:



Notary 9446
Los Alamos County
83357

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