

PURCHASE AND SALE AGREEMENT AND DEPOSIT RECEIPT

1. TERMS SUMMARY.

Effective Date: Date of execution of the Acceptance by Title Company page appended to this Agreement ("Effective Date")

Buyer: Supreme Investments, LLC, a New Mexico limited liability company, or Assigns (the "Buyer")

Seller: Novus, LLC, a NM LLC (the "Seller")

Property: Real property, including any improvements thereon, within the City of Albuquerque, Bernalillo County, State of New Mexico, known as Tract F at the northwest corner of Paseo del Norte and Eagle Ranch, more specifically described and/or depicted in Exhibit "A" attached hereto and incorporated herein by this reference, consisting of 1.22 acres, more or less, of land (the "Property"); and

Address:

Purchase Price:



Initial Earnest
Money Deposit:



Title Company: Stewart Title of Albuquerque, LLC (Gail Torino) (the "Escrow Agent") as agent for Stewart Title Guaranty Company (the "Title Company")

Address: 7801 Academy Rd. NE, Bldg. 1, Suite 101
Albuquerque, NM 87109

Phone: (505) 346-5412
Email: gail.torino@stewart.com

Inspection Period: One Hundred Twenty (120) days after Effective Date, subject to one extension of sixty (60) days. See Section 5.2.2 herein.

Closing Date: Thirty (30) days after expiration of Inspection Period.

Conveyance

Document: Special Warranty Deed.

Transaction Brokers: NAI Maestas & Ward (Cole Flanagan and Jake Mechenbier) and
NAI Maestas & Ward (Jim Hakeem). See Section 9.

2. PROPERTY

Upon the terms and conditions contained herein, Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer the Property. The parties agree to substitute the new legal description of the Property received from the Title Company received in all closing documents in lieu of the legal description contained in Exhibit "A".

3. PRICE

The Purchase Price shall be paid by Buyer to Seller in all cash at consummation of the transaction contemplated by this Agreement ("**Closing**").

4. ESCROW INSTRUCTIONS

Buyer and Seller agree that this Agreement shall constitute joint escrow instructions to the Escrow Agent and Title Company.

4.1 DEPOSIT

Within three (3) business days after execution of the Agreement by Buyer and Seller, an Escrow will be opened at the Escrow Agent. Concurrently, Buyer will deposit with Escrow Agent a draft in the sum of Five Thousand and No/100 Dollars (\$5,000.00) as a deposit (including interest earned thereon and any Additional Deposit (as defined in Article 5.2.2), the "**Initial Earnest Money Deposit**"), said deposit to be placed in an interest-bearing account with interest to accrue to Buyer. If Buyer exercises Buyer's right to extend the Inspection Period pursuant to Article 5.2.2, Buyer shall deposit as earnest money the Additional Deposits (as hereinafter defined). All earnest money paid under this Agreement, including the Initial Earnest Money Deposit and the Additional Deposits, if applicable, shall be referred to as the "**Earnest Money Deposit**"). The balance of the Purchase Price shall be deposited by Buyer into Escrow at Closing.

5. CONDITIONS PRECEDENT

Buyer's obligations hereunder are subject to the following conditions precedent, each of which if not completely satisfactory to Buyer, shall entitle Buyer to terminate this Agreement without liability to Seller and the Earnest Money Deposit shall immediately be returned to Buyer:

5.1 PROPERTY INFORMATION

Within ten (10) days after the Effective Date, Seller shall furnish to Purchaser all third party reports, surveys, property tax statements, studies, title information, environmental reports, property maintenance; property condition reports, hydrology and soil reports and other material concerning water flows across the Property, construction plans and drawings, documents relating

to entitlements, service contracts, maintenance contracts, construction contracts, parking contracts, license agreements or similar agreements which relate to the Property, and information described in Articles 5.1.4 and 5.1.5 below, in each case in Seller's possession or control, relating to the Property (the "**Due Diligence Deliveries**") and further agrees to cooperate with Buyer and third parties working for or on behalf of Buyer (i.e. lenders, surveyors, architects and engineers), as reasonably requested, with regard to responding to inquiries and/or providing information as may be reasonably necessary by Buyer.

5.1.1 SURVEY

Buyer shall order during the Inspection Period, a current ALTA/NSPS land title survey of the Property, including such options from Table A of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys as Buyer may elect (the "**Survey**"), by a licensed surveyor or registered professional engineer. The Survey shall be paid for by Buyer, but Seller shall reimburse Buyer for the cost of the Survey at Closing.

5.1.2 TITLE; TITLE AND SURVEY OBJECTIONS

Within seven (7) days after the Effective Date, Seller shall cause the Title Company to, at Seller's sole cost and expense, furnish to Buyer a current commitment (the "**Title Commitment**") for the issuance of an ALTA New Mexico Owner's Policy of Title Insurance, with extended coverage, together with good, legible copies of the recorded plat (if any) and all documents referred to in the Title Commitment as requirements, conditions or exceptions to title to the Property (collectively, the "**Title Documents**"). Buyer shall have a period ending on sixty (60) days after the receipt of the Title Commitment, Title Documents and Survey, or the end of the Inspection Period, whichever occurs first (the "**Title Objection Period**"), in which to review such items and to deliver to Seller in writing such objections as Buyer may have, in its sole discretion, to anything contained or set forth in the Title Commitment or Survey. Any items to which Buyer does not object within the Title Objection Period shall be deemed to be "**Permitted Exceptions**". Seller shall have ten (10) days after receipt of Buyer's objections to cure or agree in writing to cure such objections (the "**Title Cure Period**"). In the event that Seller has not cured or agreed in writing to cure all of such objections prior to the expiration of the Title Cure Period, Buyer shall, within ten (10) days after the expiration of the Title Cure Period (the "**Waiver Period**"), by giving written notice to Seller and the Escrow Agent, either: (i) waive its uncured objections and accept title to the Property subject to those uncured objections, or (ii) terminate this Agreement and be granted a refund of the Earnest Money Deposit.

5.1.3 HYDROLOGY, SOIL AND ENGINEERING REPORTS

During the Inspection Period, Buyer, at its expense, may perform any soils and/or hydrology testing it deems necessary.

5.1.4 ENVIRONMENTAL REPORTS AND AUDITS

Within ten (10) days after the Effective Date, Seller shall provide copies of reports in the Seller's possession, custody or control regarding toxic or hazardous substances, material or wastes including, but not limited to, asbestos, lead, oil and petroleum products, and those substances

within the scope of all federal, state and local environmental laws and ordinances including the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act; the Superfund Amendment and Reauthorization Act of 1986; and any and all local, state and federal laws, ordinances or regulations which address the subject (herein "**Hazardous Substances**"), located on, in, above, or under the Property.

Buyer during the Inspection Period shall order a Phase 1 environmental survey of the Property (the "**Environmental Report**"). The Environmental Report shall be paid for by Buyer at its sole cost and expense. Seller shall allow Buyer's engineers reasonable access to the Property to test for Hazardous Substances. Buyer shall provide Seller with copies of test results, reports, analyses and similar data as soon as the same are prepared for or received by Buyer.

5.1.5 OTHER

Within ten (10) days after the Effective Date, Seller shall provide to Buyer the following items to the extent in Seller's possession or control:

5.1.5.1 Survey, topographic or other maps and all other materials presently existing concerning the Property;

5.1.5.2 Any and all leases or other contracts or agreements affecting the Property, the availability of utilities and access to the Property, and/or any requirements that may be imposed by the appropriate governmental or quasi-governmental agencies relative to the Property;

5.1.5.3 Copies of all permits, licenses and approvals of any Governmental Authority relating to the Property. As used herein, the term "**Governmental Authority**" shall mean the United States, the State of New Mexico, the City of Rio Rancho and the County of Sandoval, New Mexico and any agency, department, commission, board, bureau or instrumentality of any of them; and

5.1.5.4 All such other documentation and information relating to the Property that are reasonably required by Buyer in order to perform its due diligence.

5.2 INSPECTION PERIOD

5.2.1 Buyer shall have One Hundred Twenty (120) days from the Effective Date (as may be extended pursuant to Article 5.2.2, the "**Inspection Period**") to review the Due Diligence Deliveries, the Title Commitment, the Survey, the Environmental Report and conduct such investigations and inspections of the Property as Buyer deems appropriate in Buyer's sole discretion. On or before the expiration of the Inspection Period, if Buyer finds the Property unacceptable for its use for any reason or no reason at all, Buyer may terminate this Agreement by written notice to Seller, in which event the Earnest Money Deposit shall be returned by Escrow Agent to Buyer and neither party shall thereafter have any obligations to or rights against the other.

5.2.2 Buyer shall have the right, in Buyer's sole discretion, to extend the Inspection Period for a period of sixty (60) days after the original expiration date of the Inspection Period (the "**Extended**

Inspection Period") by giving Seller written notice thereof on or before the 120th day after the Effective Date and by depositing with the Escrow Agent the additional sum of Ten Thousand and No/100 Dollars (\$10,000.00) as additional Earnest Money Deposit (the "**Additional Deposit**"). Upon Buyer's exercise of the Extended Inspection Period, the Earnest Money Deposit shall become nonrefundable except in the event the transaction does not close as a result of a default by Seller under this Agreement or in the event of damage, destruction or condemnation under Article 7. The Additional Deposit shall be credited to the Purchase Price at Closing.

5.3 TITLE INSURANCE POLICY

At the Closing, Escrow Agent shall commit to issue to and in favor of Buyer an ALTA extended coverage owner's policy of title insurance from the Title Company with respect to the Property, in the form of the Title Commitment approved by Buyer, including any endorsements Buyer may require as a result of Buyer's due diligence, in the amount of the Purchase Price, effective on the Closing Date, insuring fee simple title to the Property in Buyer, subject only to the Permitted Exceptions (the "**Title Policy**").

6. CONTINGENCIES

In addition to any other conditions provided for in this Agreement, Buyer's obligation to consummate the acquisition of the Property pursuant to the terms of this Agreement are subject to and conditioned upon the following ("**Contingencies**"), which shall be satisfied or waived within the Inspection Period:

6.1 Buyer shall have obtained a commitment for financing of all or part of the Purchase Price on such terms and conditions as are acceptable to Buyer in its sole discretion.

6.2 Buyer shall have obtained such zoning, planning, building and land use entitlements for the Property from the applicable Governmental Authority as Buyer shall deem necessary.

If the above Contingencies are not satisfied or waived within the Inspection Period, then Buyer may cancel this Agreement and the Earnest Money Deposit shall be returned to Buyer.

7. DAMAGE, DESTRUCTION OR CONDEMNATION PRIOR TO CLOSING

7.1 Risk of loss of or damage to the Property shall be borne by Seller until Closing. In the event the items constituting the Property should be damaged by any casualty after opening of escrow and prior to Closing, Buyer, at Buyer's sole election and discretion may, upon written notice to Seller:

(a) Terminate this Agreement and the Earnest Money Deposit shall be immediately returned to Buyer; or

(b) Direct Seller to either (i) get two (2) estimates to repair the damage, the lower amount of which Seller shall pay to Buyer at Closing without Seller having any obligation to repair such damage, or (ii) at the sole discretion of the Buyer, require no payment at Closing.

7.2 If, after opening of escrow and prior to Closing (i) notice is received by Seller that any portion of the Property shall be taken by a governmental or quasi-governmental agency or entity, in condemnation or by private sale in lieu thereof pursuant to the right of eminent domain, or (ii) if any such eminent domain proceeding is commenced, there shall be no disposition or settlement thereof without the prior written consent of Buyer. Further, if either event described in clauses (i) or (ii) above occurs, Buyer, at Buyer's sole election and discretion, may:

(a) Terminate this Agreement and the Earnest Money Deposit shall be immediately returned to Buyer; or

(b) Permit this Agreement to remain effective, in which case the proceeds received from such eminent domain proceeding shall be applied against, and reduce, the Purchase Price. If Buyer makes this election, and if such proceeding has not been concluded as of the Closing Date, all amounts thereafter awarded relating to the Property shall belong to Buyer, and Seller shall assign all of its rights therein to Buyer at Closing.

8. PRORATIONS AND CLOSING COSTS

All taxes, utility charges and any rents from the Property shall be prorated as of the Closing Date. Seller shall pay and discharge all taxes, bonds, assessments or other encumbrances on or against the Property which are paid or payable, or which relate to all dates up to and including the close of Escrow. Seller agrees to cancel any casualty insurance effective the date of close of Escrow and there shall be no proration thereof. Any and all transfer taxes, recording charges, title commitment fees and standard Title Policy premiums shall be paid by Seller. Seller shall be responsible for the premium for the Title Policy (without extended coverage). Buyer shall be responsible for the premium for any extended coverages under the Title Policy requested by Buyer. All fees for the services of the Escrow Agent shall be divided equally between Buyer and Seller. Seller shall reimburse Buyer for the cost of the Survey at Closing. All other closing costs shall be allocated as is normal and customary in commercial real estate transactions in the greater metropolitan Albuquerque area.

9. BROKERAGE COMMISSIONS

Buyer and Seller acknowledge that NAI Maestas & Ward (Cole Flanagan & Jake Mechenbier) are acting as transaction broker for Buyer and that NAI Maestas & Ward (Jim Hakeem) is acting as transaction broker for Seller (collectively "**Brokers**"), who shall be paid by Seller through escrow by the Escrow Agent on the closing statement at Closing, and shall split equally, a total commission of six percent (6%) of the Purchase Price, plus applicable New Mexico gross receipts tax. Seller acknowledges that Buyer is not responsible for any fee or commission to Brokers. Buyer and Seller each warrants to the other that no real estate broker, agent, commission salesman or other person, other than the Brokers, has represented the warranting party in the negotiations for and procurement of this Agreement and of the Property. Buyer and Seller will each indemnify the other against any loss, liability, cost, demand, damage, action, cause of action or suit arising from the claim of any broker or agent other than the Brokers claiming any fee or commission by or through the indemnifying party.

10. AFFIDAVITS

Seller agrees to truthfully execute any and all affidavits and certifications and provide all information necessary for the selected Title Company to issue extended coverage title insurance.

11. ASSIGNMENT

Buyer reserves the right to assign at any time after the execution hereof all of its rights, title and interest in and to this Agreement, the escrow and/or the Property to an entity controlled by the original Buyer or by any principal or affiliate of Buyer for purposes of acquiring the Property. Seller shall not convey or grant any interest in the Property to any other party prior to Closing.

12. REMEDIES ON DEFAULT

(a) **Seller's Default; Buyer's Remedies.** In the event that Seller shall be deemed to be in default hereunder, Buyer may deliver a written notice to Seller stating with particularity the alleged default of Seller and the action required by Seller to cure such default, and stating Buyer's intent to terminate this Agreement by specific performance if the default is not cured. Seller shall have five (5) days after receipt of such notice in which to cure the alleged default to Buyer's reasonable satisfaction (and the Closing Date shall be delayed, if necessary, until the end of such five-day period). In the event such default is not cured within such five-day period, then Buyer may, at its sole option and in addition to all other remedies available at law or in equity: (i) terminate this Agreement by giving written notice to Seller and the Escrow Agent, in which case, the Earnest Money Deposit and all interest earned thereon shall be immediately returned to Buyer by the Escrow Agent and Seller shall immediately pay to Buyer its documented out-of-pocket expenses incurred in connection with the Property during the Inspection Period, not to exceed Twelve Thousand Dollars (\$12,000.00), or (ii) enforce all of the terms of this Agreement by specific performance, and in either case Seller shall indemnify and hold Buyer harmless from all costs and liabilities arising under this Agreement, including but limited to Buyer's reasonable attorneys' fees.

(b) **Buyer's Default; Seller's Remedies.** In the event Buyer shall be deemed to be in default hereunder, Seller may deliver a written notice to Buyer stating with particularity the alleged default of Buyer and the action required by Buyer to cure such default, and stating Seller's intent to terminate this Agreement if the default is not cured. Buyer shall have five (5) days after receipt of such notice in which to cure the alleged default to Seller's reasonable satisfaction (and the Closing Date shall be delayed, if necessary, until the end of such five-day period). In the event such default is not cured within such five-day period, Seller's sole remedy shall be to terminate this Agreement by giving written notice to Buyer, whereupon Seller shall be entitled to the Earnest Money Deposit as liquidated damages without the necessity of any further action or consent by Buyer.

13. WARRANTIES AND REPRESENTATIONS

Seller represents and warrants to Buyer as of the Effective Date and as of the Closing Date as follows:

- (a) Seller is the sole owner in fee simple of the Property.

(b) Seller has full legal right and authority to convey the Property to Buyer, and Seller is not prohibited from consummating the transactions contemplated in this Agreement, by any law, regulation, agreement, instrument, restriction, order or judgment. This Agreement is binding and enforceable against Seller in accordance with its terms.

(c) To Seller's knowledge, neither the execution and delivery of this Agreement nor the consummation of the purchase and sale transaction will (i) constitute a breach under any contract or agreement to which Seller is a party or by which Seller is bound or affected or that affects the Property or any part thereof or (ii) require that Seller obtain any consent, approval or authorization of, or make any declaration or filing with, any governmental authority or third party that has not been obtained or (iii) result in the creation of any lien, charge or encumbrance upon the Property.

(d) Seller has provided Buyer with a copy of any notice from any governmental or quasi-governmental entity received by Seller or in Seller's possession or control that relates to the Property. To the best of Seller's knowledge, the Property is not in violation, and Seller has received no notice of any violation, of any applicable law, regulation, ordinance or order of any federal, state or local governmental agency.

(e) There are no actions, suits or proceedings of any kind pending or to the best of Seller's knowledge and belief, threatened against the Seller which relate to the Property or against the Property, and if any such action is filed or threatened, it shall have been identified to Buyer in writing within five (5) days of the date of Seller's first knowledge thereof. To the best of Seller's knowledge there are no pending or threatened condemnation actions affecting the Property or any violations with regard to any applicable law, regulation, ordinance, requirement, covenant, condition or restriction relating to the present use, occupancy or condition of the Property from any person, authority or agency having jurisdiction over the Property.

(f) Except as may be disclosed in any environmental report delivered to Seller by Buyer, Seller is not aware of any Hazardous Substances (as defined in Article 5.1.4), at the Property. Neither Seller nor any of its affiliates have generated, recycled, reused, sold, stored, handled, transported or disposed of any Hazardous Substance on the Property during any period of time Seller has had an interest in the Property. To the best of Seller's knowledge, the Property has never been used as a dump, landfill or other similar use, the Property has never had an above ground or an underground storage tank located on it, and the Property complies with all applicable local, state and federal environmental laws, regulations, ordinances or administrative or other judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport or disposal of any Hazardous Substance.

(g) Seller is not aware of any unpaid liens or assessments, or items which could result in a lien, related to the Property. No work has been performed or is in progress and no materials have been furnished at or to the Property that could give rise to mechanics', materialmen's or other liens against the Property.

(h) Seller is not a foreign person selling property as described in the Foreign Investment in Property Tax Act ("FIRPTA") and agrees to deliver an affidavit at Closing reflecting the Seller is not such a foreign person and provide Seller's tax identification number.

(i) There exist no recorded or unrecorded leases, licenses, options, rights of first refusal, or similar interests of any kind affecting title to the Property or the use thereof.

(j) There are no adverse parties in possession of the Property or any part thereof and no parties in possession thereof except Seller.

(k) Seller has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy, or received notice of the filing of any involuntary petition in bankruptcy against Seller; (iii) received notice of the appointment of a receiver to take possession of all or substantially all of Seller's assets; (iv) received notice of the attachment or other judicial seizure of all or substantially all of Seller's assets; (v) within 12 months preceding the date of this Agreement, admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

(l) There are no service contracts, maintenance contracts, management contracts, construction contracts, parking contracts, license agreements or similar agreements which relate to the Property that are binding on Seller (collectively "Contracts"), except as provided to Buyer as part of the Due Diligence Deliveries. Seller shall not modify, amend, or supplement the existing Contracts or enter into any new Contracts without the prior written consent of Seller.

(m) No party other than Seller has any right to use or possession of any portion of the Property.

Seller's representations and warranties contained in this Agreement shall survive Closing for a period of one (1) years.

14. NOTICES

All notices to be delivered hereunder shall be sent by overnight courier, U.S. Mail - Certified, Return Receipt Requested, via email (delivery receipt and read receipt requested, if possible) or delivered in person addressed as and to the attention of the respective persons set forth below. Each such notice shall be deemed delivered on the date of its receipt, refusal or attempted delivery, as appropriate as the address of the party to be noticed, except that notice by email shall be effective when sent if also sent on the same day by one of the other methods permitted by this Section 14.

If addressed to Seller:

Michael Montoya
PO Box 24082
ABQ, NM 87199
Email: michael@cginn.com

If addressed to Buyer:

Scooter Haynes
Supreme Investments, LLC
P.O. Box 9043
Albuquerque, NM 87119
Phone: (505) 898-6622
Email: scooter@scmpartners.com

With a copy to:

Bruce Castle
Castle & Castle, Attorneys at Law
3915 Carlisle Blvd. NE
Albuquerque, NM 87107
Phone: (505) 888-7974
Email: bcastlelaw@gmail.com

15. TIME

Time is of the essence in the Agreement. In the event any deadline under this Agreement fall on a date that is on a weekend or a date that banks in New Mexico are closed for a state or federal holiday (a "**Non-Business Day**"), such deadline shall be automatically extended to the next date that is not a Non-Business Day.

16. SUCCESSORS AND ASSIGNS

This Agreement shall fully bind and inure to the benefit of each party's heirs, successors and assigns.

17. MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties concerning the purchase and sale of the Property. Buyer and Seller acknowledge that neither has relied on any representation, warranty, or promise except those expressly included herein. This Agreement may not be amended or modified except by written amendment hereto executed by an authorized signatory for the party to be so bound. In the event of any dispute under this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees, court costs and other litigation expenses. There are no oral or other agreements, including but not limited to any representations or warranties, which modify or affect this Agreement. This Agreement may be executed in multiple counterparts, and electronically conveyed signatures shall be deemed originals for all purposes hereof.

18. CLOSING

The date of Closing (the "**Closing Date**") shall be on the thirtieth (30th) day after the expiration of the Inspection Period, or upon such earlier date as is identified by Buyer to Seller in

writing. No later than one business day before the Closing Date, Seller shall deliver to Escrow Agent:

(a) A statutory form Special Warranty Deed fully executed and properly acknowledged by Seller, conveying the Property to Buyer subject only to the Permitted Exceptions;

(b) The FIRPTA certification referred to in Article 13(h);

(c) Written evidence that this Agreement and the purchase and sale transaction have been authorized and approved in accordance with the requirement of any agreement governing Seller; and

(d) Any other funds, instruments or documents as may be reasonably requested by Buyer or Title Company or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Seller's prior approval, which approval may not be unreasonably withheld or delayed).

19. INDEMNITY

(a) Seller hereby agrees to indemnify, defend, protect and hold Buyer, its successors and assigns, harmless from and against any and all liabilities and claims regarding the Property arising from facts or circumstances existing on or before the Closing Date or the breach or material inaccuracy of any of Seller's representations or warranties contained in this Agreement. Likewise, Buyer agrees to indemnify, defend, protect and hold Seller, its successor and assigns harmless from and against any and all liabilities and claims regarding the Property arising from facts or circumstances not existing, whether known or unknown, as of the Closing Date, except to the extent such facts and circumstances arise on account of Seller's actions or conduct occurring prior to the Closing Date.

(b) All studies and reports desired by Buyer, other than the Seller's Documents and the Survey, will be paid for solely by Buyer who will indemnify Seller from and against all costs, damages, losses, expenses or claims for damage or injury of any other kind whatsoever caused by Buyer or third parties hired or contracted by Buyer, resulting from entry and/or any activities of Buyer or for Buyer pursuant to Section 5 relating to the Property. Further, upon completion of all such studies Buyer will be responsible for returning the Property as close as practicable to the condition of its former state, normal wear and tear excepted. This provision will survive termination of this Agreement.

(c) Notwithstanding anything in this Agreement to the contrary, to the extent, if at all, a court of competent jurisdiction determines that Section 56-7-1 NMSA 1978 applies to any indemnification provisions in this Agreement, including certain types of insurance coverage as set forth in Section 56-7-1 NMSA 1978, such provisions shall not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or part, the negligence, act or omission of the indemnitee or additional insured, as the case may be, its officers, employees or agents and shall further be limited, if required, by the provisions of Section 56-7-1 NMSA

1978. This Article 19 shall survive the Closing and the recording of the deed, and shall not be merged therein.

20. EXCHANGE FACILITATION

At the option of either party, upon not less than five (5) days written notice to the other party prior to Closing, a party may require the Closing to be achieved pursuant to an escrow created to effectuate an exchange pursuant to Section 1031 of the Internal Revenue Code. In such event, the other party agrees to cooperate with the party giving such notice, provided that such facilitation will not delay Closing, or result in any additional cost or expense to the cooperating party, and the cooperating party shall not be required to take title to or to convey the exchange property, or to incur any personal liability in connection with the exchange transaction, and the party requiring the exchange facilitation shall indemnify and hold harmless the cooperating party from and against any and all causes, claims, demands, liabilities, costs and expenses, including reasonable attorneys' fees, resulting from the exchange transaction.

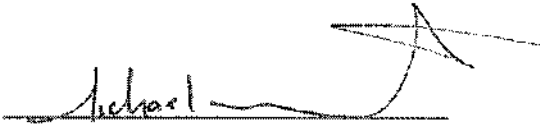
IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement through their duly authorized signatories and, where appropriate, have affixed their respective corporate seals hereto.

BUYER:

Supreme Investments, LLC,
a New Mexico limited liability company

By: 
Simon T. Haynes, Manager
Date: 12 / 3, 2018

SELLER:


Date: 11 / 28 / 2018, 2018

ACCEPTANCE BY ESCROW AGENT

Stewart Title of Albuquerque, LLC hereby acknowledges receipt of a fully executed copy of this Purchase and Sale Agreement and Deposit Receipt ("Agreement") on December 3, 2018 (the "Effective Date"), and agrees (i) to be bound terms of the Agreement as it relates to the duties of the title company therein, and agrees to perform its obligations set forth therein, and (ii) to acknowledge receipt of a copy of the Agreement executed by both Buyer and Seller by promptly transmitting by facsimile or email a copy of this page, signed and dated as of the date of acknowledgment, to all parties designated for notice in Section 14 of the Agreement, for the purpose of promptly notifying all parties of the Effective Date as described in the initial paragraph of the Agreement.

STEWART TITLE OF ALBUQUERQUE, LLC

By: 
Gail Torino, Escrow Officer

Exhibit A

Legal Description/Depiction

LEGAL:

TR F PLAT OF FOUNTAIN HILLS PLAZA SUBD (A REPLAT OF TRACTS B-1-A, C-1-A, D-1-A ALBUQUERQUE WEST UNIT ONE LOT 10-A-2 BLK D

