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PURCHASE AND SALE CONTRACT ("Contract")
(NEC of South Sunset Avenue & Monksdale Road, Roswell, Chaves County, New Mexico)

This Contract is entered into by the **CITY OF ROSWELL, a New Mexico municipal corporation** ("Seller"), and **AMAZON.COM SERVICES LLC, a Delaware limited liability company** ("Purchaser").

IN CONSIDERATION of the promises and mutual covenants herein set forth, Seller and Purchaser agree to the purchase and sale of the Property (defined below), in accordance with the following terms and conditions:

1. **Property.** The property will be comprised of the following (the "**Property**"): Land totaling **approximately 7.53 acres** located at **South Sunset Avenue and Monksdale Road, Roswell, Chaves County, New Mexico** (the "**Land**"), as approximately shown on **Exhibit A**; all right, title and interest of Seller, if any, in and to any and all appurtenances, strips or gores, roads, easements, streets, alleys, drainage facilities and rights-of-way bounding the Land; all utility capacity, utilities, water rights, licenses, permits, entitlements, and bonds, if any, and all other rights and benefits attributable to the Land; and all rights of ingress and egress thereto (collectively, the "**Additional Interests**").

As of the Effective Date, the Land is part of the tax parcel legally described in **Exhibit A-1** (the "**Parent Parcel**"). Following the Effective Date, Purchaser will, at Purchaser's expense, prepare a tentative map (the "**Plat Map**") to subdivide the Parent Parcel to create a separate legal description for the Land (the "**Subdivision**").

2. **Purchase Price.** The purchase price for the Property will be \$60,240.00 (the "**Purchase Price**"), subject to any prorations set forth in Section 12 below. The Purchase Price will be payable to Seller in cash or by wire transfer of good funds to Title Company for payment to Seller at Closing (defined below).

3. **Earnest Money; Independent Consideration.**

(a) **Earnest Money.** Within 10 days after the Effective Date, Purchaser will deposit with Chicago Title Insurance Company, Attention: Darnella Ward, Email: Darnella.Ward@ctt.com ("**Title Company**"), the sum of **\$10,000.00** as earnest money hereunder (the "**Earnest Money**"). The Earnest Money will be deposited by Title Company and held in an interest-bearing account until Closing, with the interest credited to Purchaser as part of the Earnest Money. The entire Earnest Money will be applied towards the Purchase Price at Closing, or will be otherwise held and disbursed as herein provided.

(b) **Independent Consideration.** As independent consideration for the rights granted to Purchaser, Purchaser has paid to Seller the sum of \$100.00 as part of the Earnest Money, the receipt and sufficiency of which are hereby acknowledged (the "**Independent Consideration**"). The Independent Consideration is non-refundable and will be applied against the Purchase Price at Closing.

4. **Due Diligence Documents.** The following documents will be delivered to Purchaser:

(a) **Title Commitment.** During or prior to the Inspection Period, Purchaser will, at Purchaser's expense, order a current commitment from Title Company (the "**Title Commitment**") committing the Title Company to issue an ALTA owner's policy of title insurance with extended coverage in the full amount of the Purchase Price (the "**Title Policy**"). The Title Policy shall insure good and marketable fee simple title to the Property in Purchaser, in the amount of the Purchase Price, subject only to the Permitted Exceptions (defined below).

(b) **Survey.** Within 5 business days after the Effective Date, Seller will deliver to Purchaser a true, complete and correct copy of Seller's most recent survey of the Property, if any (the "**Existing Survey**"). Purchaser may, at Purchaser's option and expense, commission a new ALTA survey or updated Existing Survey conforming with ALTA standards (the "**Survey**"). The Survey will be certified to Seller, Purchaser and Title Company and will

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show the total number of acres comprising the Land. For purposes of the property description to be included in the Deed (defined below), Title Policy (defined below) and other documents to be delivered pursuant to Sections 10 and 11, the field notes prepared by the surveyor on the Survey will control any conflicts or inconsistencies and will be incorporated upon completion and included as the property description in the Deed and the Title Policy.

(c) Documents. Within 5 business days after the Effective Date, Seller will deliver to Purchaser true, correct, and complete copies of all documents pertaining to the development, ownership and/or operation of the Property, including but not limited to, any leases, licenses or other agreements permitting any party to possess, occupy or enter into all or any portion of the Property; economic development incentives, subsidies or other public financing/assistance documents relating to the Property; agreements that specify the contractors, subcontractors, labor, or vendors that can perform work at the Property; and land use approvals, licenses, permits, and final certificates of occupancy relating to any buildings located on the Land; evidence of zoning for the Property (collectively, the "**Documents**").

(d) Review of Title, Survey, and Documents. Purchaser will have until 11:59 p.m., Pacific Time, on that date which is **150 days after the Effective Date** ("**Title Review Period**"), to review and approve the matters reflected in the Title Commitment and Survey. If Purchaser determines that the Title Commitment and Survey reflect or disclose any defect, exception, or other matter affecting the Property unacceptable to Purchaser in its sole and absolute discretion, then Purchaser will notify Seller of Purchaser's objections prior to the expiration of the Title Review Period ("**Objection Notice**"). If Seller fails to cure Purchaser's objections within 10 days after Seller's receipt of the Objection Notice (the "**Seller's Cure Period**"), Purchaser may, as its sole and exclusive remedy, terminate this Contract by providing written notice of termination to Seller within 10 business days after the expiration of Seller's Cure Period, whereupon this Contract will be terminated, Seller will retain the Independent Consideration, and the Earnest Money will be refunded to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than those obligations which expressly survive termination of this Contract. If Purchaser fails to terminate this Contract within that period, Purchaser will be deemed to have approved and waived any objection to the matters contained in the Title Commitment, Survey, and Documents. If Title Company issues a supplement or amendment to the Title Commitment showing additional title exceptions (each, an "**Amended Report**"), Purchaser will have 10 days from the date of receipt of each Amended Report and a copy of each document referred to in the Amended Report in which to give written notice (each, a "**Supplemental Title Notice**") to Seller of its objection to any additional matter affecting the Property that is unacceptable to Purchaser, in Purchaser's sole and absolute discretion, shown in such Amended Report. If Seller fails to cure Purchaser's objections within 10 days after Seller's receipt of the Supplemental Title Notice (each, a "**Seller's Supplemental Title Cure Period**"), Purchaser may elect, as its sole and exclusive remedy, to terminate this Contract by providing written notice of termination to Seller within 10 business days after the expiration of each Seller's Supplemental Title Cure Period, whereupon this Contract will be terminated, Seller will retain the Independent Consideration, and the Earnest Money will be refunded to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than those that expressly survive termination of the Contract. If Purchaser fails to terminate this Contract within such period, Purchaser will be deemed to have approved and waived any objection to the additional matters contained in such Amended Report. All matters shown under Schedule B – Section II of the Title Commitment, any Amended Report and by the Survey to which Purchaser has not objected or Purchaser has waived as provided herein will be considered to be "**Permitted Exceptions**." Notwithstanding the foregoing, under no circumstances will Purchaser be required to object to any monetary liens created through Seller or other matters shown on Schedule "B – Section I" thereto which pertain to Seller, all of which will be released or satisfied by Seller at its expense prior to Closing.

5. Feasibility Contingency.

(a) The obligations of Purchaser under this Contract and consummation of Closing are, in Purchaser's sole and absolute discretion, subject to Purchaser performing due diligence, reviewing the Documents, completing an inspection of the Property, and determining, in Purchaser's sole and absolute discretion, that it is feasible for

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Purchaser to own and operate the Property in a manner and upon terms and conditions satisfactory to Purchaser (collectively, "**Due Diligence Activities**"). Purchaser will have until 11:59 p.m., Pacific Time, on that date which is **180 days after the Effective Date** (as may be extended pursuant to Section 5(d) below, the "**Inspection Period**"), to perform such Due Diligence Activities as Purchaser may desire in its sole and absolute discretion, including, but not limited to, invasive testing, such as soil borings, installation of groundwater monitoring wells and collection of soil and groundwater samples in connection with a Phase II environmental assessment. During the Inspection Period, Purchaser may file applications with applicable governing authorities for approval to plat or replat the Property for its planned development, and to obtain development commitments, entitlements, permits and approvals, all as may be deemed necessary by Purchaser in connection with its contemplated use and development of the Property (collectively, all of the foregoing commitments, entitlements, permits, and approvals are the "**Approvals**"), and Seller agrees to cooperate with Purchaser and execute such documents reasonably required in connection with the Approvals. Such Approvals will not impose any burden or be binding upon the Property prior to Closing, nor impose any cost or liability on Seller, except to the extent consented to by Seller, which consent will not be unreasonably withheld.

(b) Prior to any entry upon the Property by Purchaser, or its contractor, agent, employee, consultant, or other third party at Purchaser's direction (each, a "**Purchaser Consultant**"), Purchaser and any Purchaser Consultant entering the Property shall maintain liability insurance coverage issued with combined single limits of not less than \$2,000,000 per occurrence, which limit may be satisfied by any combination of primary and excess or umbrella policies, includes Seller as an additional insured on a primary and noncontributory basis, and, if requested by Seller in writing, will provide Seller with proof of such coverage. Seller acknowledges that Purchaser has furnished Seller with a Memorandum of Insurance evidencing the insurance required to be maintained under this Contract (at www.amazon.com/moi). The referenced Memorandum of Insurance reflects Purchaser's insured status. Any Purchaser Consultant that seeks to perform invasive testing or collect samples from the Property shall maintain pollution liability insurance with limits of not less than \$2,000,000, and shall provide evidence that Seller is named as an additional insured on such policy prior to entering the Property.

(c) Purchaser and Purchaser Consultants may enter upon the Property at all reasonable times during the term of the Contract to conduct engineering, environmental and geotechnical studies or any other inspections or tests. Purchaser will indemnify and hold Seller harmless from and against any and all losses or costs incurred by Seller due to any injuries to persons or damage to the Land resulting from such studies, inspections, and/or tests, and if Purchaser fails to close its acquisition of the Property pursuant to this Contract, Purchaser will restore any material damage to the Land caused by Purchaser or Purchaser Consultants to a reasonable equivalent of its pre-inspection condition; provided, however, that Purchaser shall not be obligated to indemnify or hold Seller harmless from any losses or costs arising out of or relating to (i) acts or omissions of Seller, its agents, or representatives; (ii) Hazardous Materials (defined below) not first placed on the Property by Purchaser or Purchaser Consultants; or (iii) mere discovery of conditions, facts, or circumstances that adversely affect (or may adversely affect) the value of the Property. Purchaser's obligations under this Section shall survive termination of this Contract for a period of 12 months.

(d) Purchaser may extend the Inspection Period for up to **2 additional periods of 60 days each** by (i) delivering to Seller and Title Company written notice of Purchaser's election to extend the Inspection Period then in effect, prior to the expiration of the Inspection Period, and (ii) depositing with Title Company the sum of **\$5,000.00** ("**Extension Fee**") within 10 days after the expiration of the Inspection Period then in effect. The Title Company shall hold the Extension Fee in an interest-bearing account until Closing. The Extension Fee (and interest on such Extension Fee) will constitute additional Earnest Money and will be applied against the Purchase Price at Closing, but will be non-refundable to Purchaser if Purchaser elects a discretionary termination of the Contract during the Inspection Period as provided in this Section.

(e) If Purchaser elects to proceed with Closing, then Purchaser will notify Seller and Title Company in writing (the "**Approval Notice**") prior to the expiration of the Inspection Period. Unless the Approval Notice is

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previously delivered to Seller, upon the expiration of the Inspection Period, Title Company will promptly return the Earnest Money to Purchaser and, provided that Seller is not in default hereunder beyond applicable cure periods, will disburse any Extension Fee on deposit to Seller, and all obligations of the parties under this Contract will terminate, excepting those obligations that expressly survive termination. In addition, if Purchaser notifies Seller during the Inspection Period that it does not intend to proceed with the acquisition of the Property (for any reason or no reason in Purchaser's sole and absolute discretion), then Title Company will promptly return the Earnest Money to Purchaser and, provided that Seller is not in default hereunder beyond applicable cure periods, will disburse any Extension Fee on deposit to Seller, and all obligations of the parties under this Contract will terminate, except for those obligations that expressly survive termination of this Contract.

6. Representations, Warranties and Covenants of Seller. Seller hereby represents, warrants, and covenants to Purchaser as follows, which representations and warranties contained in this Section are made by Seller both as of the Effective Date and as of the Closing Date, and will survive Closing for a period of twelve (12) months thereafter:

(a) Formation; Existence. Seller is a municipal corporation duly formed, validly existing, and in good standing under the laws of the State of New Mexico, and is qualified to do business in the jurisdiction where the Property is located, to the extent as may be required by applicable law.

(b) [Reserved.]

(c) No Assignment or Encumbrance. Seller further covenants and agrees with Purchaser that, from the Effective Date until Closing, Seller will not sell, assign, or convey any right, title, or interest whatsoever in or to the Property, or create or permit to exist any lien, security interest, easement, encumbrance, charge, or condition affecting the Property (other than the Permitted Exceptions) without promptly discharging the same prior to Closing.

(d) No Actions. There are no actions, suits, or proceedings pending or, to the best of Seller's Knowledge, threatened against Seller or otherwise affecting any portion of the Property, at law or in equity, or before or by any federal, state, municipal, or other governmental court, department, commission, board, bureau, agency, or instrumentality, domestic or foreign. Until the Closing Date or sooner termination of this Contract, Seller will not seek any zoning changes for the Property without the prior approval of Purchaser.

(e) Authority. The execution by Seller of this Contract and the consummation by Seller of the sale contemplated hereby have been duly authorized, and do not, and, at the Closing Date, will not, result in a breach of any of the terms or conditions of, or constitute a default under any indenture, agreement, instrument, or obligation to which Seller is a party or by which any portion of the Property is bound. No consent of any lender or any other party is required for Seller to enter into this Contract, subject to final approval of the governing body pursuant to 3-54-1 NMSA 1978.

(f) Continued Maintenance. From the Effective Date through the Closing Date, Seller will: (i) continue to maintain the Property in its present condition, (ii) not make any alterations or improvements to the Property or on the Land, nor demolish any of the Property and (iii) maintain its existing insurance policies for the Property.

(g) Leases. From the Effective Date through the Closing Date, Seller will not enter into any lease, occupancy agreement, license, or other agreements or rights with respect to the use or occupancy of any portion of the Property without Purchaser's prior written consent, and no leases, occupancy agreements, licenses, or rights of parties in possession affect the Property as of the Effective Date and none will affect the Property at Closing.

(h) No Agreements. From the Effective Date through the Closing Date, Seller will not enter into or amend any oral or written agreements affecting the Property which might become binding on Purchaser or the Property at or after Closing without Purchaser's written consent.

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(i) Compliance with Laws. The Property is not the subject of any outstanding order or notice concerning violation of zoning, subdivision, building or similar law, ordinance, code, regulation or governmental permit and Seller has cured any such order or notice of violation which Seller has received.

(j) Environmental.

(1) **"Environmental Requirements"** means any and all existing or future federal, state, regional, local ordinances, codes, rules, regulations, common law, or other requirements of any governmental entities or legislative authorities relating to the protection of human health or the environment or natural resources or exposure to Hazardous Materials, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*; the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*; the federal Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the federal Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11001 *et seq.*; the federal Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq.*; the federal Oil Pollution Act, 33 U.S.C. § 2701 *et seq.*; the federal Insecticide, Fungicide, and Rodenticide Act, Federal Pesticide Act, 7 U.S.C. § 136 *et seq.*; the Federal Endangered Species Act, 16 U.S.C. § 1531, *et seq.*; the federal Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Federal Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; and the Occupational Safety and Health Act 29 U.S.C. § 651 *et seq.*; all state and local counterparts thereto; and any regulations, policies, permits, or approvals promulgated or issued thereunder, as these laws, rules and regulations were in the past or are currently in effect at the relevant time period. **"Hazardous Materials"** means any hazardous or toxic substance, material, waste, pollutant, or contaminant, whether in solid, semisolid, liquid or gaseous form, including without limitation, asbestos, polychlorinated biphenyls, petroleum, petroleum distillate, petroleum by-products, lead-based paint, microbial growth, mycotoxin, fungus, and any material or substance listed or defined as "hazardous substance," "hazardous waste," "hazardous material," "toxic waste," or "toxic substance" under any Environmental Requirements.

(2) During the period that Seller has owned the Property, there is not now nor has there been any storage, production, transportation, disposal, recycling, treatment, or release of any Hazardous Materials on or in the Property. Seller has complied with all Environmental Requirements. To the best of Seller's Knowledge, and except as disclosed in the Documents, there are no wells, sumps, clarifiers, underground storage tanks, covered surface impoundments, or other sources of Hazardous Materials or contaminants on the Property, or previously located on the Property and subsequently removed.

(3) To the best of Seller's Knowledge, prior to Seller's acquisition of the Property there was no storage, production, transportation, disposal, treatment or release of any Hazardous Materials on or in the Property.

Seller is not the subject of any outstanding order with or from any governmental authority respecting (i) Environmental Requirements, (ii) Remedial Action, or (iii) any release or threatened release of a Hazardous Material. **"Remedial Action"** means all actions undertaken pursuant to or in accordance with Environmental Requirements to (w) clean up, remove, remediate, treat or in any other way address any Hazardous Material, (x) prevent the release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (y) perform pre-remedial studies and investigations or post-remedial monitoring and care, and (z) respond to or correct a condition of noncompliance with Environmental Requirements.

(4) Seller has provided to Purchaser all audits, assessments, studies, reports, analyses, results of investigations, or other information related to health, safety, or the environment with respect to the Property that have been performed during Seller's ownership of the Property, or which relate to periods prior to Seller's ownership of the Property and have been provided to Seller.

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(k) Condemnation. There is no pending, nor to Seller's Knowledge threatened, condemnation or similar proceedings affecting the Property.

(l) OFAC Compliance. Seller has not been and will not be a person or entity described by Sec. 1 of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (Sept. 24, 2001) and has not been and will not be a person or entity with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or executive order of the President of the United States, and to its knowledge, has not and will not engage in any dealings or transactions, at any time otherwise associate, with any such persons or entities.

(m) Bankruptcy. There is no bankruptcy, insolvency, rearrangement or similar action or proceeding, whether voluntary or involuntary, pending or, to Seller knowledge, threatened against Seller.

As used herein, the term "**Seller's Knowledge**" or any variation thereof shall mean the knowledge of **Jessica Vickers** ("**Seller's Knowledge Party**"). Seller represents and warrants to Purchaser that Seller's Knowledge Party is the individual owning an interest in the Property or employed by Seller who has the most knowledge and information concerning the Property.

7. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as follows, which representations and warranties contained in this Section are made by Purchaser both as of the Effective Date and as of the Closing Date, and will survive Closing for a period of twelve (12) months after the Closing Date:

(a) Formation; Existence. Purchaser is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Delaware, and is qualified to do business in the jurisdiction where the Property is located, to the extent as may be required by applicable law.

(b) Authority. The execution by Purchaser of this Contract and the consummation by Purchaser of the purchase contemplated hereby have been duly authorized, and do not, and, at the Closing Date, will not, result in a breach of any of the terms or conditions of, or constitute a default under any indenture, agreement, instrument, or obligation to which Purchaser is a party. No consent of any other party is required for Purchaser to enter into this Contract.

(c) Untrue Statement. None of the representations, warranties, or covenants made by Purchaser under this Contract contains any untrue statements of material fact or omits a material fact necessary in order to make the statements not misleading.

8. Closing Conditions.

(a) Purchaser's Closing Conditions. The Closing and Purchaser's obligations with respect to the transaction provided for in this Contract are subject to the satisfaction or waiver by Purchaser of the following conditions (collectively, the "**Purchaser Closing Conditions**"):

(1) Representations and Warranties. All representations and warranties of Seller contained herein will be true, accurate, and complete in all material respects at the time of Closing as if made again at such time.

(2) Seller Obligations. Seller will have performed all obligations to be performed by Seller hereunder on or before Closing (or, if earlier, on or before the date set forth in this Contract for such performance) and complied with all Seller's covenants set forth in this Contract.

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(3) Condition of Property. At Closing, title to the Property will be free and clear of all liens, encumbrances, covenants, restrictions, rights-of-way, easements, leases, and other matters affecting title, except for the Permitted Exceptions and Title Company will deliver the Title Policy, or Title Company's irrevocable commitment to issue the Title Policy, to Purchaser. At Closing, there shall have been no material, adverse changes in the environmental condition of the Property.

(4) Suits or Proceedings. No action, suit, or proceeding will be pending or threatened before any court, administrative agency, or arbitrator wherein an unfavorable injunction, order, decree, ruling, or charge would: (i) prevent consummation of this Contract; (ii) cause this Contract to be rescinded following consummation; or (iii) adversely affect the right of Purchaser after the Closing Date to own, quietly enjoy, use and control the Property.

(5) Subdivision. Purchaser shall have obtained all necessary approvals for the Subdivision so as to allow Seller to convey the Property to Purchaser as a separate legal lot.

(b) Failure of Purchaser Closing Condition. If any of the above Purchaser Closing Conditions cannot be met prior to Closing, then Purchaser may terminate this Contract by written notice to Seller, whereupon this Contract will be terminated, Seller will retain the Independent Consideration, and Title Company will refund the Earnest Money and any Extension Fee to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations hereunder other than those which survive termination of this Contract as expressly set forth herein. Notwithstanding the foregoing, if any of the Purchaser Closing Conditions cannot be met to Purchaser's satisfaction prior to Closing due to Seller's breach of its obligations or covenants set forth in this Contract, Purchaser shall have the rights and remedies set forth in Section 16(a) below.

(c) Seller's Closing Conditions. Seller's sale of the Property is subject to satisfaction of the following conditions prior to Closing (collectively, the "**Seller Closing Conditions**");

(i) Representations and Warranties. All representations and warranties of Purchaser contained herein will be true, accurate, and complete in all material respects at the time of Closing as if made again at such time.

(ii) Purchaser Obligations. Purchaser will have performed all obligations to be performed by Purchaser hereunder on or before Closing (or, if earlier, on or before the date set forth in this Contract for such performance).

(d) Failure of Seller Closing Condition. If any of the above Seller Closing Conditions cannot be met prior to Closing, then Seller may terminate this Contract by written notice to Purchaser, whereupon this Contract will be terminated, Seller will retain the Independent Consideration, and Title Company will, provided that Seller is not in default hereunder beyond applicable cure periods, release the Earnest Money and any Extension Fee on deposit to Seller, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations hereunder other than Purchaser's indemnity of Seller as provided in Section 5.

9. Closing. The closing ("**Closing**") will take place on a date ("**Closing Date**") selected by Purchaser which is on or before the date that is **30 days after the expiration of the Inspection Period (as the same may be extended)**, unless Purchaser terminates this Contract prior to such date in accordance with this Contract. Purchaser will notify Seller at least 5 business days in advance of the exact Closing Date, which Closing Date may occur prior to the expiration of the Inspection Period (as the same may be extended) at Purchaser's election; if no such notice is given, then the Closing Date will be on the date which is the **30 days following the expiration of the Inspection Period (as the same may be extended)**. At Closing, Seller shall provide assurances and acknowledgements to Title Company concerning the potential "gap" between Title Company's most recent title insurance examination and the actual recording of the Deed (which may be after the Closing) as may be reasonably requested by Title Company.

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There shall be no requirement that Seller and Purchaser physically attend Closing, and all funds and documents to be delivered at Closing shall be delivered to Title Company unless the parties hereto mutually agree otherwise.

10. Seller's Obligations at Closing. At the Closing, Seller will duly execute and deliver to Title Company, at Seller's expense, the following:

(a) Deed. An original warranty deed in a form reasonably acceptable to Purchaser and Title Company (the "**Deed**"), duly signed and acknowledged by Seller, which Deed will convey to Purchaser, its designee and/or its assigns good and indefeasible fee simple title to the Property free and clear of all liens, rights-of-way, easements, leases, and other matters affecting title to the Property, except for the Permitted Exceptions.

(b) Title Policy. All documentation required of the Seller for the Title Company to issue the Title Policy to Purchaser (the cost of the premium for such Title Policy to be allocated between the parties in accordance with Section 12(a) below).

(c) Non-Foreign Affidavit. A non-withholding statement in the form of **Exhibit B** attached hereto (the "**Non-Foreign Affidavit**").

(d) Evidence of Authority. Such documents as may be reasonably required by Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property.

(e) Owner's Affidavit. One (1) original Owner's Affidavit in a form acceptable to Title Company to cause Title Company to issue the Title Policy including ALTA Extended Coverage with an ALTA 9.1-06 Endorsement (Restrictions, Encroachments, Minerals - Owner's Policy - Unimproved Land) without any exception for any parties in possession and without any exception for any mechanic's liens that may be recorded as a result of any work performed prior to the Closing Date.

(f) Other Documents. Such other documents as Title Company may reasonably require to consummate this transaction.

(g) Possession. Possession of the Property shall be delivered at Closing. It shall be Seller's responsibility, at Seller's cost, to vacate all tenants occupying the Property prior to Closing. Seller shall remove any personal property, garbage, debris, and waste from the Property prior to Closing.

11. Purchaser's Obligations at Closing. At Closing, Purchaser will deliver to Seller, at Purchaser's expense, the following:

(a) Purchase Price. The Purchase Price plus any prorations and Purchaser's share of closing costs as set forth in Section 12 below.

(b) Evidence of Authority. If required by the Title Company, a certificate of Senior Corporate Counsel evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of Purchaser in connection with the purchase of the Property.

(c) Other Documents. Such other documents as Title Company may reasonably require to consummate this transaction.

12. Costs and Adjustments.

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(a) Taxes and Closing Costs. Seller shall be entitled to receive any income in respect of the Property and shall be obligated to pay all expenses in respect of the Property for all time periods prior to and including the day prior to the Closing Date. All ad valorem taxes levied or assessed against the Property by applicable taxing authorities, including the current installment for any assessment (special, bond, or otherwise), will be prorated between Purchaser and Seller on a "accrual basis" as of the date of Closing pursuant to the provisions of this Section 12(a). The apportionment of taxes will be upon the basis of the tax rate for the current year of Closing, provided, in the event that the current year's real estate taxes are not available as of the Closing Date, the proration shall be based upon one hundred five percent (105%) of the amount of the most recently available tax bill with Seller responsible for the payment of Taxes up to and including date of Closing, notwithstanding that taxes for the year of Closing may not be assessed until the following year. Such proration and credit at Closing shall be deemed final and not subject to re-proration or other adjustment. If the Land is assessed as a part of a larger tax parcel, then taxes will be prorated based on the Land's percentage of the total land area included in the tax parcel; and adjustments in the prorations will be made if necessary upon receipt of the tax statements for the year of Closing, and both parties agree that payment of the amount of such adjustments will be made within thirty (30) days of receipt of such tax statements for the year of Closing. If the Land is assessed as a part of a larger tax parcel, Seller will pay at Closing, or deposit in escrow with Title Company, the prorata share of the taxes attributable to that portion of the tax parcel not constituting a part of the Land. Notwithstanding the foregoing, Seller will be responsible for and will indemnify Purchaser against any and all rollback taxes and other taxes assessed from and after Closing which are attributable to the period prior to Closing due to a change in land use, ownership or otherwise. If rollback taxes will be assessed, Seller will pay or escrow with Title Company an amount determined by Title Company to be sufficient for payment in full of the rollback taxes assuming a change in use at Closing. Seller and Purchaser will each be responsible for the fees and expenses of their respective attorneys and one-half of the escrow fees charged by Title Company. Seller will pay for (a) the costs of the tax certificates, if any; (b) all documentary and other transfer taxes payable, if any, in connection with the recordation of the Deed; (c) recording fees related to the Deed; (d) one-half of the cost of the Survey; and (e) the premium for the standard coverage portion of the Title Policy. Purchaser will pay for the costs of (x) the premium for the extended coverage portion of the Title Policy and any endorsements Purchaser desires to obtain to the Title Policy; and (y) one-half of the cost the Survey. Any other expenses, charges, and fees of Closing not otherwise specifically allocated herein or incurred by a specific party, will be borne by the parties in accordance with the general custom and practice in the county where the Property is located, or if no such custom or practice exists, they will be borne equally between the parties, or as otherwise agreed to by the parties.

(b) Other Income and Expenses. All other income and ordinary operating expenses for or pertaining to the Property, including public utility charges, maintenance and service charges, and all other normal operating charges of the Property, will be prorated as of the Closing Date; provided that Purchaser will not be obligated for payments under any management, service, or other contractual agreements affecting the Property and the same will be terminated prior to Closing unless Purchaser expressly elects to assume the same.

(d) Adjustments. If any adjustments pursuant to this Section 12 are determined to be erroneous, then the party who is entitled to additional monies will invoice the other party for such additional amounts as may be owing, and such amounts will be paid within sixty (60) days from the receipt of any such invoice; provided that no amounts may be so billed following the expiration of one (1) year after the Closing Date, and either party may dispute any such claim.

13. [Reserved.]

14. Destruction/Condemnation of Property. If all or any portion of the Property is damaged or destroyed by any casualty or is the subject of a taking or condemnation under eminent domain law after the Effective Date but prior to the Closing Date, Seller will have no obligation to repair or replace any damage or destruction caused by the foregoing, but the following will apply at Closing: (i) in the event of a casualty, Seller will assign the insurance proceeds to Purchaser; and (ii) in the event of a taking, or condemnation, Seller will assign to Purchaser its rights to any condemnation proceeds resulting from such taking. Notwithstanding the foregoing, if such casualty,

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condemnation, or taking is a Material Event (defined below), then Purchaser may elect to terminate this Contract by written notice to Seller given on or before the Closing Date, and upon such termination, any Earnest Money and any Extension Fee will be returned to Purchaser and the parties will have no further liability or obligation hereunder. As used in this Section, a "**Material Event**" means either of the following: (a) a casualty resulting in damage or destruction to the Property, if the cost to restore the Property to its condition immediately prior to such casualty is reasonably estimated to exceed \$100,000.00; or (b) a casualty, taking, or condemnation which would impede access to the Property, reduce available parking below that required by laws or any applicable agreements affecting the Property, or otherwise impede Purchaser's planned use or development of the Property.

15. Notices. All notices, approvals, consents, requests, or demands required or permitted to be given by either party will be delivered via email only, properly addressed to the email addresses set forth on Addendum 1, except where physical delivery is required by Legal Requirements ("**Required Notice**"). When a notice must be delivered by a deadline set forth in this Contract, notice must be delivered by 5:00 p.m. Pacific Time on the deadline date. For a Required Notice, notice shall be given: (a) personally; (b) by depositing with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested; (c) by a nationally-recognized delivery service providing proof of delivery; or (d) by email, provided that, for delivery pursuant to this clause (d), a copy is also sent pursuant to either clause (a), (b), or (c) above within two (2) business days. Each party agrees to promptly deliver confirmation of receipt of email notice to the other party, provided failure by a party to acknowledge receipt shall have no bearing on the determination of delivery. Except for email notice, which is deemed delivered at the time it is sent, notice is deemed given upon delivery (or, in the case of delivery via the method described in (b), the earlier of delivery or three (3) days following the date of depositing), or when delivery is refused. If any notice or other communication to be delivered by e-mail attachment as provided above cannot be transmitted because of a problem affecting the receiving party's computer (including, without limitation file size limitations), the notice must be re-sent and the deadline for receiving such notice or other communication shall be extended through the next business day. Either party may change its notice address by giving notice in the manner set forth above. Each party agrees that notices sent to the address(es) shown on Addendum 1 are all of the parties who comprise such party who are entitled to notice under this Contract. The attorneys for any party hereto shall be entitled to provide any notice that a party desires to provide or is required to provide hereunder.

16. Remedies.

(a) If Seller fails to timely comply with all conditions, covenants, and obligations hereunder, or any of the representations and warranties of Seller contained herein are untrue, such failure or misrepresentation will be an event of default by Seller, and Purchaser will not be obligated to consummate Closing and may (i) terminate this Contract by providing written notice of such termination to Seller, whereupon this Contract will be terminated, Seller will retain the Independent Consideration, but the Earnest Money and any Extension Fee will be refunded to Purchaser, and Seller will reimburse Purchaser for its out-of-pocket expenses incurred in connection with this Contract and its due diligence, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than those that expressly survive termination hereunder; and/or (ii) exercise any rights or remedies as may be available to Purchaser at law or in equity, including enforcing specific performance of this Contract. Notwithstanding anything to the contrary contained herein, an event of default by Seller will not be deemed to have occurred unless and until Seller has failed to cure within ten (10) days of receipt of notice from Purchaser of such default. The requirements of this Section 16(a) shall survive termination of this Contract. Purchaser shall have all rights and remedies available at law or equity in the event any of the representations and warranties of Seller contained in this Contract are found to be untrue after Closing.

(b) IF PURCHASER FAILS TO CLOSE THE TRANSACTION CONTEMPLATED HEREUNDER AS MAY BE REQUIRED PURSUANT TO THE TERMS HEREOF, EXCEPT DUE TO A DEFAULT BY SELLER, SUCH FAILURE WILL BE AN EVENT OF DEFAULT BY PURCHASER ("**PURCHASER DEFAULT**") AND SELLER, AS ITS SOLE AND EXCLUSIVE REMEDY, MAY TERMINATE THIS CONTRACT AND RECEIVE FROM TITLE COMPANY THE EARNEST MONEY DEPOSITED WITH TITLE

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COMPANY AS LIQUIDATED DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, A PURCHASER DEFAULT WILL NOT BE DEEMED TO HAVE OCCURRED UNLESS AND UNTIL PURCHASER HAS FAILED TO CURE WITHIN 10 DAYS OF RECEIPT OF NOTICE FROM SELLER OF SUCH DEFAULT. THE EARNEST MONEY IS AGREED UPON BY AND BETWEEN SELLER AND PURCHASER AS LIQUIDATED DAMAGES DUE TO THE DIFFICULTY AND INCONVENIENCE OF ASCERTAINING AND MEASURING ACTUAL DAMAGES, AND THE UNCERTAINTY THEREOF, AND NO OTHER DAMAGES, RIGHTS OR REMEDIES WILL IN ANY CASE BE COLLECTIBLE, ENFORCEABLE OR AVAILABLE TO SELLER AGAINST PURCHASER, AND SELLER WILL ACCEPT THE EARNEST MONEY AS SELLER'S TOTAL DAMAGES AND RELIEF, SELLER HEREBY WAIVING ANY OTHER RIGHTS OR REMEDIES TO WHICH IT MAY OTHERWISE BE ENTITLED. THE FOREGOING LIMITATIONS WILL NOT APPLY TO PURCHASER'S INDEMNITIES PURSUANT TO SECTION 5(C). THE REQUIREMENTS OF THIS SECTION 16(B) SHALL SURVIVE TERMINATION OF THIS CONTRACT.

Seller's Initials:

^{Initial}
JV

Purchaser's Initials:

^{Initial}
JF

17. Confidentiality. Seller will not make public announcements regarding this Contract or Purchaser's proposed purchase of the Property, unless required by law, without Purchaser's prior consent, which Purchaser may withhold in its sole and absolute discretion, and Seller will instruct its brokers, developers, contractors, subcontractors, agents and consultants not to make or issue any public announcement regarding this Contract or Purchaser's proposed acquisition of the Property. All information specifically labeled as "confidential" or that would reasonably be presumed to be confidential, including the terms and conditions of this Contract, and all non-public information relating to Purchaser's acquisition or development of the Property (collectively, "**Confidential Information**"), that is learned by or disclosed to Seller with respect to Purchaser or Purchaser's business in connection with this Contract will be kept strictly confidential by Seller and will not be used (except for Seller's confidential internal purposes, or as otherwise required by Legal Requirements (defined below), or for disclosing to Seller's agents, servants, directors, officers or employees, prospective purchasers or lenders, provided any such party understands and agrees to be bound by the terms of this confidentiality provision) or disclosed to others by Seller, without the express prior consent of Purchaser, which Purchaser may withhold in its sole and absolute discretion. As used above, the term "**Legal Requirements**" means all applicable federal, state, county and municipal statutes, ordinances, codes, rules, regulations and requirements. The provisions of this Section 17 will survive Closing or the termination of this Contract.

18. Exclusivity. Between the Effective Date and the Closing Date (or earlier termination of this Contract as provided herein), Seller will not negotiate, or enter into, any agreement pertaining to the sale, exchange, lease, or transfer of all or any portion of the Property to any person or entity other than Purchaser or its assigns.

19. Assignment. Purchaser may, at its option and at any time during the term of this Contract, assign this Contract without the consent of Seller.

20. Escrow Instructions. The terms of this Contract shall serve as instructions to Title Company, and Title Company agrees to deposit the Earnest Money in an interest-bearing account and to hold and disburse the Earnest Money, and any interest earned thereon, as provided herein. Seller and Purchaser shall execute and deliver to Title Company any additional or supplementary instructions as may be necessary to implement the terms of this Contract and close the transactions contemplated hereby, provided such instructions are consistent with and merely supplement this Contract and shall not in any way modify, amend or supersede this Contract. Such supplementary instructions, together with the escrow instructions set forth in this Contract, as they may be amended from time to time by the parties, shall collectively be referred to as the "**Escrow Instructions**." The Escrow Instructions may be amended and supplemented by such standard terms and provisions as the Title Company, as escrow holder, may request the parties hereto to execute; provided, however, that the parties hereto and Title Company acknowledge and agree that in the event of a conflict between any provision of such standard terms and provisions supplied by

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the Title Company and the Escrow Instructions, the Escrow Instructions shall prevail. After the expiration of the Inspection Period, if either party makes a written demand upon Title Company for payment of the Earnest Money, Title Company shall give written notice to the other party of such demand. If Title Company does not receive a written objection from the other party to the proposed payment within five (5) business days after the giving of such notice, Title Company is hereby authorized to make such payment. If Title Company does receive such written objection within such five (5) business day period, Title Company shall continue to hold such amount until otherwise directed by mutually agreed upon written instructions from the parties to this Contract or from an order of a court of competent jurisdiction. However, Title Company shall have the right at any time to deposit the Earnest Money with a court of competent jurisdiction in the state in which the Property is located. Title Company shall give written notice of such deposit to Seller and Purchaser. Upon such deposit, Title Company shall be relieved and discharged of all further obligations and responsibilities hereunder.

21. Miscellaneous.

(a) Interpretation and Applicable Law. This Contract will be construed and interpreted in accordance with the laws of the state where the Property is located, and the jurisdiction and venue with respect to any disputes arising hereunder will be proper only in the city or county in which the Property is located. Where required for proper interpretation, words in the singular will include the plural; the masculine gender will include the neuter and the feminine, and vice versa. The terms "successors and assigns" will include the heirs, administrators, executors, successors and permitted assigns, as applicable, of any party hereto. Time is of the essence in this Contract in all respects.

(b) Amendment. This Contract may not be modified or amended, except by an agreement in writing signed by Seller and Purchaser. Each party may waive any of the Contract's conditions or obligations of the other party, but any such waiver will be effective only if in writing and signed by the party waiving such conditions and obligations.

(c) [Reserved.]

(d) Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Contract. Whenever required by the context of this Contract, the singular shall include the plural and the masculine shall include the feminine and vice versa. The words "include" and "including", and words of similar import, shall be deemed to be followed by the words "without limitation." This Contract shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Contract. All exhibits referred to in this Contract are attached and incorporated by this reference. Unless otherwise specified, in computing any period of time described herein, the day of the act or event upon which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the last day of the period so computed shall be the next succeeding business day. For purposes of this Contract, the term "**business day**" shall mean any day other than Saturday, Sunday, or any day upon which banks in the state where the Property is located are required or permitted to be closed.

(e) Entire Agreement. This Contract (and the items to be furnished in accordance herewith) and that certain Nondisclosure Agreement dated December 30, 2024 ("**NDA**") constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. In the event of any conflict between the NDA and this Contract regarding information about the Property or this Contract, this Contract will control. No representation, warranty, covenant, agreement, or condition not expressed in this Contract and the NDA will be binding upon the parties hereto or will affect or be effective to interpret, change or restrict this Contract.

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(f) Multiple Originals and Counterparts; Electronic Documents. This Contract may be executed in any number of copies and counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(g) Real Estate Commission. Except for KBC Advisors and CBRE (collectively, the "**Broker**") to whom Seller will pay a commission (the "**Commission**") pursuant to separate written agreement(s), each party represents and warrants to the other that no broker or finder is connected with or has been engaged by it in connection with any of the transactions contemplated by this Contract. Seller will be obligated to pay any and all commissions or fees which may be due the Broker in connection with the transactions contemplated herein. In the event of a claim for any other broker's or finder's fee or commissions in connection herewith, each party will indemnify the other against any such claims made based upon any act, statement, or agreement alleged to have been made by the indemnifying party.

(h) Legal Holidays. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Contract falls on a Saturday, Sunday, or federal legal holiday, then such date will be extended to the next following date which is not a Saturday, Sunday, or federal legal holiday.

(i) Binding Effect. This Contract will be binding upon and will inure to the benefit of the parties hereto and their successors and assigns.

(j) Waiver of Consequential Damages. Notwithstanding any provision in this Contract to the contrary, neither party will be liable to the other party for consequential damages, such as lost profits or interruption of the other party's business, except that this sentence will not apply to Seller's breach of its confidentiality obligations under this Contract.

(k) Waiver of Jury Trial. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF SELLER AND PURCHASER WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN SELLER AND PURCHASER ARISING OUT OF THIS CONTRACT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

(l) Anti-Corruption. Seller will not knowingly permit anyone to pay bribes to anyone for any reason, whether in dealings with governments or the private sector, or otherwise violate any applicable anti-corruption laws in performing under this Contract. Seller will maintain true, accurate, and complete books and records concerning any payments made to another party by Seller under this Contract, including on behalf of Purchaser. Purchaser and its designated representative may inspect Seller's books and records to verify such payments and for compliance with this Section.

(m) Effective Date. All references in this Contract to the "**Effective Date**" will mean the later of the dates upon which Seller and Purchaser execute this Contract as set forth on the signature page below.

(n) No Waiver. Notwithstanding any law, usage, or custom to the contrary, each party may enforce this Contract in strict accordance with its terms; and the failure to do so will not create a custom contrary to the specific terms, provisions and covenants of this Contract or modify the same, and a waiver by either party to enforce its

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rights pursuant to this Contract will not be a waiver of such party's rights in connection with any subsequent default. No waiver by either party will be deemed to have been made unless expressed in writing and signed by such party.

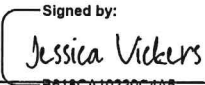
[Signature Page to Follow]

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EXECUTED to be effective as of the Effective Date.

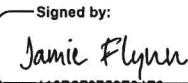
SELLER:

CITY OF ROSWELL,
a New Mexico municipal corporation

By: 
Name: Jessica Vickers
Title: Community Development Director
Date Signed: April 15, 2025

PURCHASER:

AMAZON.COM SERVICES LLC,
a Delaware limited liability company

By: 
Name: Jamie Flynn
Title: Authorized Signatory
Date Signed: April 14, 2025

**RECEIPT OF ONE (1) EXECUTED
COUNTERPART OF THIS CONTRACT IS
HEREBY ACKNOWLEDGED:**

TITLE COMPANY:

CHICAGO TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____
Date Signed: _____



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ADDENDUM 1

NOTICE ADDRESSES

PURCHASER'S NOTICE ADDRESS:

Email Notice:

rebros@amazon.com; and
keiths@summitlaw.com

With copies to:

naops-propmgmt@amazon.com;
opsrelegalnotice@amazon.com; and
na-realestate@amazon.com

Required Notice:

c/o Amazon.com, Inc.
Attention: Real Estate Manager (NA Ops: WNM6)
Attention: General Counsel (Real Estate (NA Ops): WNM6)
Attention: NA Ops Asset Management (WNM6)

Each with an address of:

410 Terry Ave. N
Seattle, WA 98109-5210
Telephone: (206) 266-1000

With copies to:

naops-propmgmt@amazon.com; opsrelegalnotice@amazon.com
na-realestate@amazon.com; naops-rent@amazon.com

using the subject line—Re: WNM6, and including the following in the subject or email body:

- site's state or country;
- reason for the notice (e.g., default, cease & desist, bribery or anti-corruption).



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SELLER'S NOTICE ADDRESS:

Email Notice:

j.vickers@roswell-nm.gov
t.verciglio@roswell-nm.gov
h.yntema@roswell-nm.gov

Required Notice:

500 N. Main Street, Suite 100
Roswell, NM 88201



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EXHIBIT A-1

PARENT PARCEL

Tract E of Amended McCarson Summary Replat, in the City of Roswell, County of Chaves and State of New Mexico, as shown on the Official Plat filed in the Chaves County Clerk's Office on December 9, 1997, and recorded in Book T of Plat Records, at Page 32-33.

(UPC 4135065117251000000 / Account No. R041407)

Exhibit A-1



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EXHIBIT B

**FORM OF CERTIFICATE OF TRANSFEROR
OTHER THAN AN INDIVIDUAL
(FIRPTA Affidavit)**

Section 1445 of the Internal Revenue Code of 1986 (the "**Code**") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445 of the Code), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. **[INSERT IF SELLER IS A SINGLE-MEMBER DISREGARDED LLC: [INSERT NAME OF SELLER ENTITY], a _____ is a disregarded entity whose sole owner is [_____, [a Delaware limited liability company] ("Transferor")]. To inform _____, a _____, the transferee of certain real property located in _____ County, _____ that withholding of tax is not required upon the disposition of such U.S. real property interest by [INSERT IF SELLER IS NOT A SINGLE-MEMBER DISREGARDED LLC: the undersigned ("Transferor") [INSERT IF SELLER IS A SINGLE-MEMBER DISREGARDED LLC: [INSERT NAME OF SELLER ENTITY], a _____, whose sole owner is Transferor,] the undersigned hereby certifies the following on behalf of Transferor:**

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the regulations promulgated thereunder);
2. Transferor's U.S. employer identification number is _____;
3. Transferor's office address is: _____; and
4. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii).

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Date: _____, 20____

_____,
a _____

By: _____
Name: _____
Title: _____

Exhibit B



Certificate Of Completion

Envelope Id: EA891436-F062-47D1-BBBE-AF9F9C4A2C02

Status: Completed

Subject: Please DocuSign: City of Roswell (New Mexico) - New Site (Lease or Purchase) - 7.85 acres at S. Suns

Document Type:

Legal VP:

Bulk Send:

Source Envelope:

Document Pages: 20

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 2

Aubrey Larkin

AutoNav: Enabled

ATTN: Legal Department

Envelopeld Stamping: Enabled

PO BOX 81226

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Seattle, WA 98108

aublark@amazon.com

IP Address: 205.251.233.48

Record Tracking

Status: Original

Holder: Aubrey Larkin

Location: DocuSign

14-Apr-2025 | 10:02

aublark@amazon.com

Signer Events

Jamie Flynn

jamflyn@amazon.com

Senior Manager, Transactions

Security Level: Email, Account Authentication (None)

Signature

Signed by:

Jamie Flynn
418D970758F64F2...

Timestamp

Sent: 14-Apr-2025 | 10:03

Viewed: 14-Apr-2025 | 10:58

Signed: 14-Apr-2025 | 10:58

Signature Adoption: Pre-selected Style

Using IP Address: 205.251.233.110

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Jessica Vickers

J.VICKERS@ROSWELL-NM.GOV

Community Development Director

Security Level: Email, Account Authentication (None)

Signed by:

Jessica Vickers
B818CA10220C4A5...

Sent: 14-Apr-2025 | 10:58

Viewed: 14-Apr-2025 | 12:32

Signed: 15-Apr-2025 | 07:18

Signature Adoption: Pre-selected Style

Using IP Address: 74.50.142.18

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Dave Rende

rendedav@amazon.com

Security Level: Email, Account Authentication (None)

COPIED

Sent: 15-Apr-2025 | 07:18

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Carbon Copy Events

Rebecca Ross
rebros@amazon.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Status	Timestamp
COPIED	Sent: 15-Apr-2025 07:18

Keith Seo
seokeith@amazon.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Status	Timestamp
COPIED	Sent: 15-Apr-2025 07:18

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	14-Apr-2025 10:03
Certified Delivered	Security Checked	14-Apr-2025 12:32
Signing Complete	Security Checked	15-Apr-2025 07:18
Completed	Security Checked	15-Apr-2025 07:18

Payment Events	Status	Timestamps
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