

Quay County Government

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AGENDA REGULAR SESSION QUAY COUNTY BOARD OF COMMISSIONERS July 14, 2025

9:00 A.M. Call Meeting to Order

Pledge of Allegiance Approval of Minutes-Regular Session June 30, 2025 Approval/Amendment of Agenda

Public Comment New Business

- I. Christine Spears, Account Executive, Enterprise Fleet Management
 - Presentation of Fleet Profile and Analysis
 - Request Approval of Master Equity Lease Agreement (MELA)
 - Request Approval of Addendum to MELA
 - Request Approval of Full Maintenance Agreement
 - Request Approval of Maintenance Management and Fleet Rental Agreement
- II. Amanda Hammer, Court Executive Officer, CFO
 - Request Approval of Pre Trial Services Office Lease (DWI Office)
- III. Luis Carrasco, Quay County Bond Attorney
 - Request Approval of Ordinance No. 58 Hospital Loan
 - Request Approval of Hospital Loan Agreement
 - Request Approval of GRT Intercept Agreement
- IV. Stephanie Newcomb, Quay County Family Health Center Administrator
 - Presentation of June 2025 RPHCA Report
 - Request Approval of June 2025 Invoice
- V. Jerri Rush, Quay County Commission Chair
 - Request Approval of Letter to U.S. Department of Energy
 - Request Approval of Resolution No. 1 Supporting Catron and Socorro County's Declaration of Disaster (Mexican Wolf)
- VI. Chris Eccles, Quay County Detention Administrator
 - Request Approval of TLC Proposal (Plumbing)
 - Request Approval of A-COM Technologies Proposal (Fire Alarms)



VII. Samantha Salas, Quay County Finance Director

• Request for Approval of Payment Approval Report

VIII. Daniel Zamora, Quay County Manager

- Presentation of Bladed Report
- Presentation of Road Update
- Presentation of Managers Report

IX. Adjourn

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

July 14, 2025 9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 14th day July, 2025 at 9:00 a.m. in the Quay County Commission Chambers, Tucumcari, New Mexico, for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:

Jerri Rush, Chairwoman Brian Fortner, Member Dallas Dowell, Member Veronica Manley, County Clerk Daniel Zamora, County Manager

OTHERS PRESENT: Dennis Garcia, Quay County Sheriff Rico Marano, Quay County DWI Coordinator Lucas Bugg, Ouay County Fire Marshall Dana Paul Leonard, Quay County GIS Coordinator Samantha Salas, Quay County Finance Director Felicia Griggs, Ouay County Administrative Assistant Ben White, Bank of Tucumcari Christine Spears, Account Executive, Enterprise Fleet Management Amanda Hammer, Court Executive Officer, CFO Luis Carrasco, Quay County Bond Attorney Stephanie Newcomb, Quay County Family Health Center Administrator Chris Eccles, Quay County Detention Administrator Mark Valenzuela, Bond Advisor, Management Principal Adrian Jones, Asset and Grant Manager Keith Farkas, Pretrial Services Supervisor

Chairwoman Rush called the meeting to order and led the Pledge of Allegiance.

A MOTION was made by Brian Fortner SECONDED by Dallas Dowell to approve June 30, 2025 regular session minutes. MOTION carried with Rush voting "aye", Dowell voting "aye" and Fortner voting "aye".

Chairwoman Jerri Rush, requested to add a visit to Quay Road 64. A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve the agenda with changes. MOTION carried with Rush voting "aye", Dowell voting "aye" and Fortner voting "aye".

PUBLIC COMMENTS: NONE

NEW BUSINESS:

Christine Spears, Account Executive, Enterprise Fleet Management made a presentation on the Fleet Profile and Analysis.

Christine Spears, Account Executive, Enterprise Fleet Management presented the following items for approval:

- Approval of Master Equity Lease Agreement. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve agreement. MOTION carried with Rush voting "aye", Fortner voting "aye" and Dowell voting "aye". Copy Attached.
- Approval of Addendum to MELA. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve addendum. MOTION carried with Rush voting "aye", Fortner voting "aye" and Dowell voting "aye". Copy Attached.
- Approval of Full Maintenance Agreement. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve agreement. MOTION carried with Rush voting "aye", Fortner voting "aye" and Dowell voting "aye". Copy Attached
- Approval of Maintenance Management and Fleet Rental Agreement. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve agreement. MOTION carried with Rush voting "aye", Fortner voting "aye" and Dowell voting "aye".

Amanda Hammer, Court Executive Officer, CFO requested approval of Pre trial Services Office Lease. A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve lease. MOTION carried with Rush voting "aye", Fortner voting "aye" and Dowell voting "aye". A copy is attached.

Luis Carrasco, Quay County Bond Attorney requested approval of the following items:

- Approval of Ordinance 58 Hospital Loan. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve ordinance. MOTION carried with Rush voting "aye", Fortner voting "aye" and Dowell voting "aye". Copy Attached.
- Approval of Hospital Loan Agreement. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve agreement. MOTION carried with Rush voting "aye", Fortner voting "aye" and Dowell voting "aye". Copy Attached.
- Approval of GRT Intercept Agreement. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve agreement. MOTION carried with Rush voting "aye", Fortner voting "aye" and Dowell voting "aye". Copy Attached.

Stephanie Newcomb, Quay County Family Health Center Administrator presented the May 2025 RPHCA Report. A copy is attached.

Newcomb requested approval of the June 2025 Invoice. A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve the invoice. MOTION carried with Rush voting "aye", Fortner voting "aye" and Dowell voting "aye". A copy is attached.

Jerri Rush, Quay County Commission Chair requested approval of Letter to U.S. Department of Energy. A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve letter. MOTION carried with Rush voting "aye", Fortner voting "aye" and Dowell voting "aye". A copy is attached.

Rush requested approval of Resolution No. 1 Supporting Catron and Socorro County's Declaration of Disaster (Mexican Wolf). A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve resolution. MOTION carried with Rush voting "aye", Fortner voting "aye" and Dowell voting "aye". A copy is attached.

Chris Eccles, Quay County Detention Administrator requested approval of TLC Proposal (plumbing). A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve the proposal. MOTION carried with Rush voting "aye", Fortner voting "aye" and Dowell voting "aye". A copy is attached.

Eccles requested approval of A-COM Technologies Proposal (Fire Alarms). A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve the proposal. MOTION carried with Rush voting "aye", Fortner voting "aye" and Dowell voting "aye". A copy is attached.

Samantha Salas, Quay County Finance Director, presented the Accounts Payable. A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve the Accounts Payable Report. MOTION carried with Rush voting "aye", Dowell voting "aye" and Fortner voting "aye".

Daniel Zamora, Quay County Manager, presented the road update.

- Presented the blade report. A copy is attached.
- Crews are working on maintenance projects.
- The Engineer is working on the 1042 bridge and Quay Road AR designs and will be reporting findings at the next commission meeting.
- The road department applied for LGRF funding.

Daniel Zamora, Quay County Manager presented the following items for the Managers Report.

- Verizon Behavior Health Facility is having a groundbreaking on August 8, 2025 at 3pm.
- Received Grant Agreement as fiscal agent on Tuesday for Tucumcari Mainstreet.
- Detention Center is looking into possibly hiring a nurse for the Detention Center.
- Adrian Jones is working on appraisals for Quay School Building.

Other Quay County Business That May Arise during the Commission Meeting and/or comments from the Commissioners: Commissioners visited Quay Road 64.

There being no further business, a MOTION was made by Brian Fortner SECONDED by Dallas Dowell to adjourn. MOTION carried with Rush voting "aye", Fortner voting "aye" and Dowell voting "aye". Time noted 12:00 p.m.

Respectfully submitted by Veronica Manley, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS

Jerri Rush, Chairwoman

Brian Fortner, Commissioner

Dallad Danlel

ATTEST:

Weronica Manley, County Clerk

Yeronica Manley, County Clerk





MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the 14 day of 11ly, 2025, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and Quay County, New Mexico (the "Company").

- 1. ENTERPRISE CARDS: EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Eflects mobile app and the eflects.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.
- 2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding \$125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

- 3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.
- 4. RENTAL VEHICLES: The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.
- 5. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.
- 6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card to EFM. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

- 7. NOTICES: Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.
- 8. FEES: EFM will charge the Company for the service under this Agreement \$____ per month per Card.
- 9. MISCELLANEOUS: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of New Mexico (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: Quay County, New Mexico EFM:	Enterprise Fleet Management, Inc.
By: Jun Ruch Name: Cluay County Commission Chair Address:	By: Name: Title: Address:
Date Signed: 7 - 14 20 25	Date Signed:, 20



AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this __14_ day of ____JUly___, 2025 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the __14__ day of ___July_____, 2025 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Quay County, New Mexico ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3(d) of the Master Equity Lease Agreement is amended to read as follows:

If applicable, any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

Section 3(e) of the Master Equity Lease Agreement is amended to read as follows:

Any rental payment or other amount owed by Lessee to Lessor which is not paid within thirty (30) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable New Mexico state law (the "Default Rate").

Section 3(g) of the Master Equity Lease Agreement is amended to add the following additional paragraph:

In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle. Nothing contained within this Agreement will waive the rights of the Lessee to file a claim.

Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place as mutually agreed upon by Lessor and Lessee and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.



Section 5 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and applicable taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

Section 7 of the Master Equity Lease Agreement is amended to read as follows:

Lessor agrees to obtain all initial and renewal registration stickers and registration plates required by each state where each Vehicle is so registered where the presence of the Vehicles is not required for issuance, and will invoice Lessee for such expenses which will be paid in accordance with the payment provisions of this Master Equity Lease Agreement. Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

Section 9(c) of the Master Equity Lease Agreement is amended to add the following additional paragraph:

In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle.

Section 10 of the Master Equity Lease Agreement is amended to read as follows:

After acceptance of the Vehicles leased under this Agreement, and until such Vehicles are returned to Lessor. Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

To the extent permitted by New Mexico state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the New Mexico law.



Section 13 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) upon prior written notice and during regular business hours during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

Section 14(d), first paragraph, of the Master Equity Lease Agreement is amended to read as follows:

any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor in good faith);

Section 14 of the Master Equity Lease Agreement is amended to add the following additional paragraph:

Termination: Lessee reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this Agreement.

Section 15, first paragraph of the Master Equity Lease Agreement is amended to read as follows:

Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessor will provide written notification in the event of a non-financial assignment. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Section 16 of the Master Equity Lease Agreement is amended to read as follows:

This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include



Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective five (5) days after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of New Mexico (determined without reference to conflict of law principles). Section 19 of the Master Equity Lease Agreement is amended to read as follows:

Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is an agency of the State of New Mexico, is precluded by the New Mexico State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the State of New Mexico to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the State of New Mexico fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

Quay County, New Mexico (Lessee)	Enterprise FM Trust (Lessor)
$L \cdot Q$	By: Enterprise Fleet Management, Inc., its attorney in fact
By Jew Kush	Ву
Title: Quay County Grain	Title:



FULL MAINTENANCE AGREEMENT	
This Full Maintenance Agreement (this "Agreement") is made and entered into this <u>14</u> day of <u>July</u> , by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and Quay County, New Mexico ("Lessee").	
WITNESSETH	
 LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the 14 day of July , 2025, by and between Enterpression of the 14 day of the	
2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").	
3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and s continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Less each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rigological shall continue to be governed by the terms of this Agreement.	less than ights or
4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Cov Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) the or repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or regiant of the covered Vehicle or any alterative or any alterative or the covered Vehicle, and subjects the covered Vehicle or any alterative or any alterative or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation or any one else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle, by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation, such as a constitute, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (f) mobile services, (f) the cost of loaner or (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (f) mobile services (f) the covered Vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle	brake brake essee ions, market icover intation, y shop, an Vehicle s required tate and and any operation, r rental ion clutch horized ange from ons as to inpanied uthorized essee by the in one do by and equired to Efleets Vehicles. Effects vehicl

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- 6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.
- 7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

- 8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.
- 9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Lessee shall promptly notify EFM of any change in the Lessee's address.
- 10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Mexico (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

LESSEE: Quay County, New Mexico Signature:	EFM: Enterprise Fleet Management, Inc. Signature:
Ву:	Ву:
Title: Quay County Commission Chair	Title:
Address:	Address:
Date Signed:	Date Signed:
Initials: EFM Lessee	



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 14 day of July 20 25, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

- 1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.
- 2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

- (a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).
- (b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.
- (c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.
- (d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.
- (e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

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- (f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.
- (g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.
- (h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.
- 4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.
- 5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, ticensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.
- 6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.
- 7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and L

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expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

- (a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.
- (b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.
- (c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.
- (d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
- 10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

- (a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:
 - (i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration Coverage_ \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, per accident - No Deductible New York, Pennsylvania, Rhode Island, and Vermont \$500,000 Combined Single Limit Bodily Injury and Property Damage per Florida accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible \$300,000 Combined Single Limit Bodily Injury and Property Damage Per All Other States Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible Initials: EFM_ Customer

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of L

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

- (b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment. Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.
- 12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.
- 13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.
- 14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

Initials:	EFM	Customer

if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future quarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee. Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

- 16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.
- 17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).
- 18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

Initials:	EFM	Customer

of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

	LESSOR: Enterprise FM Trust
LESSEE:	By: Enterprise Fleet Management, Inc. its attorney in fact
	Signature: Drai Warch
Signature:	Signature:
Ву:	Ву:
	Title: Quay Co. Commission Chair
Title:	1110.
Address:	Address:
Address:	<u> </u>
- , , , , , , , , , , , , , , , , , , ,	
	Date Signed: 7-14-25
Date Signed:	Date Signed: 7-79-2
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Initials: EFM_____ Customer____

LEASE AGREEMENT BETWEEN TENTH JUDICIAL DISTRICT COURT AND QUAY COUNTY

CONCERNING THE LEASE OF PREMISES AT 113 EAST MAIN STREET, TUCUMCARI, NEW MEXICO

THIS LEASE is made and entered into by the Tenth Judicial District Court (hereinafter referred to as "the Lessee"), and Quay County (hereinafter referred to as "the Lessor"), a political subdivision of the State of New Mexico (collectively referred to as "the Parties"), concerning the lease of a specified portion of property at 113 East Main Street, Tucumcari, New Mexico to the Lessee

1. GENERAL PROVISIONS:

Lessor agrees to lease on a month-to-month basis a specified portion of the building located at 113 East Main Street, Tucumcari, NM 88401 to Lessee for use as the Pretrial Services Program, specifically:

- (A) An office
- (B) Use of the conference room for meeting with clients
- (C) Use of the waiting room for clients
- (D)Use of the restroom facilities for employees and clients.

The property, taken collectively, shall hereinafter be referred to as "the premises."

2. CONDITION OF THE PROPERTY:

Lessee has examined the space and determined that the space is acceptable for its purposes. Lessee takes the space as it currently exists, "as-is," and Lessor makes no representations or warranties concerning the suitability of the property for the use intended by the Lessee. At the end of the Term, Lessee shall surrender the Leased Premises in good order and condition, excepting:

- a. Deterioration caused through reasonable use, ordinary wear and tear, and damage by the elements;
- b. Alterations, improvements, or conditions that were made with Lessor's written approval, remain Lessee's property, and can be removed without damage to the Leased Premises; and
- c. Any change, damage, or destruction not resulting from the willful act, gross negligence, recklessness of Lessee or Lessee's invitees or "public employees" as

that term is defined in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 et seq., as amended.

3. FURNISHINGS:

The office space comes with little or no furnishings. The Lessee shall provide all furniture and equipment needed to support Lessee's operations and provide useful space. The Lessor shall provide furniture/furnishings in the conference room and restroom facilities.

4. UTILITIES AND MAINTENANCE:

Lessor shall provide all utilities, except telephone, but including water, electricity, sewer, trash, gas, internet services, and janitorial supplies and services.

5. TERM:

This Lease is effective beginning July 15, 2025 and shall terminate on June 30, 2030.

6. OPTION TO RENEW:

In partial consideration for rent paid under this Lease, Lessor grants Lessee, its successors and assignees, the first option to renew this Lease. The renewal shall be for a term or terms of up to 5 years per term. If Lessee exercises its option, the Parties shall be subject to the same terms and conditions set forth in this Lease for the original Term, except as may be provided otherwise in this Lease. Lessee may exercise this option by giving Lessor written notice at least thirty (30) days prior to the expiration of the current Term.

7. TERMINATION:

- a. **Termination for convenience.** Either party may terminate the Lease upon thirty (30) days prior written notice to the other party.
- b. **Termination for breach of condition.** Either party may terminate this Lease upon the other party's substantial breach of any term or condition contained in this Lease, provided that the breaching party shall be given thirty (30) days from the receipt of written notice of a substantial breach to cure the breach or to begin and proceed, with due diligence, to cure a breach that cannot be cured within thirty (30) days. In the event of a substantial breach, the non-breaching party shall give the breaching party written notice that describes the nature of the breach and notifies the breaching party that, unless the breach is cured within the time limits contained herein, the Lease shall terminate without further notice at the end of the cure period. Upon termination of the Lease, the Lessee shall surrender the leased premises to the Lessor and shall be obligated to pay rent only to the date of surrender.
- c. Termination for lack of appropriations. This Lease shall terminate prior to the end of the term set forth in Paragraph 2 of this Lease, and Lessee shall have thirty (30) days to vacate, without penalty to the Lessee, if the New

Mexico Legislature fails to grant sufficient authority and appropriations to the Lessee to carry out the terms and conditions of this Lease.

8. RENT:

Lessee's monthly rent shall be the sum of \$300.00 per month, with an annual total rent of up to \$3,600.00, upon receipt of a monthly invoice. Lessee shall pay Rent to Lessor in lawful money of the United States, within 30 days of the 1st of the month identified for payment on the invoice, or, within 30 days of receipt of the invoice, whichever comes later. Rent due for July and August of each year shall be paid in August to allow time for the State fiscal year changeover and budgeting to complete. Rent payments are subject to authority and appropriation as outlined in Paragraph 28. Rent for any period during the term which is less than one (1) full month shall be prorated based on the actual number of days of the month occupied. Payment of Rent due will be sent to the address in paragraph 29 or to such other address as Lessor may, from time to time, designate in writing to Lessee pursuant to the notice requirements of this Lease. Rent not paid when due shall not be subject to any interest, fees or penalties.

9. USE OF PREMISES:

Lessee shall use the premises only for purposes of conducting the Pretrial Services Program for the Tenth Judicial District Court. Any other use of the facility will be conducted once approval has been obtained.

10. DAMAGE TO LEASED PREMISES:

If at any time, all or any part of the premises shall be damaged so as to render the premises unusable, this MOU shall automatically terminate.

11. ALTERATIONS AND IMPROVEMENTS:

Lessee shall obtain the Lessor's written approval before making any alterations or improvements of a permanent nature.

12. LIABILITY

Neither party shall be responsible for liability incurred because of the other party's acts or omissions in connection with this Lease. Each party shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of this Lease. Each Party shall be liable for its acts or failure to act in accordance with this Lease, subject to the immunities and limitations of the New Mexico Tort Claims Act.

13. EQUAL OPPORTUNITY COMPLIANCE:

Lessor and Lessee agree to abide by all federal and state laws, rules, regulations, and executive orders of the Governor of the State of New Mexico and the President of the United States pertaining to equal opportunity. In accordance with all such laws, rules, and regulations, and executive orders, Lessee and Lessor agree to

ensure that no person in the United States shall on the grounds of race, color, national origin, sex, sexual preference, age, handicap, or religion, be excluded from employment with, participation in, be denied the benefit of, or otherwise be subjected to discrimination under any program or activity performed under this Lease. If either party finds that the other party is not in compliance with this requirement at any time during the term of this Lease, this Lease shall automatically terminate upon notice to the other party.

14. ACCESSIBILITY TO THE DISABLED:

Lessor warrants that the Leased Premises will meet standards for access of disabled persons as required in the Construction Industries Leasing Act, NMSA 1978, Section 60-13-44(D), and the Americans with Disabilities Act of 1990 as it now stands and with any regulations that may be adopted during the term of this Lease. Lessor warrants that the Leased Premises will be maintained in compliance with these standards. Failure to maintain compliance shall constitute a breach of this Lease. Lessor, as owner of the Leased Premises, shall bear the cost of compliance.

15. ADDRESS FOR PAYMENT OF RENT AND NOTICES:

All communications made under or in connection with this Lease shall be made at the following addresses, except as changed by written notice to the opposite party:

i. Lessor: Quay County
 Attn: Daniel Zamora, County Manager daniel.zamora@quaycounty-nm.gov
 300 S. Third Street, 3rd Floor
 Tucumcari, New Mexico, 88401
 Telephone: (575)461-2112

ii. Lessee: Tenth Judicial District Court
 Attn: Amanda Hammer, Court Executive Officer
 tucdalh@nmcourt.gov
 300 S. Third Street, 2nd Floor
 Tucumcari, New Mexico, 88401
 Telephone: (575)461-2764

16. MERGER OF PRIOR AGREEMENTS:

This Lease incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Lease, and all such conditions, agreements, and understandings have been merged into this written Lease. No prior condition, agreement or understanding, verbal or otherwise, of the

parties or their agents, shall be valid or enforceable unless embodied in this written Lease.

17. AMENDMENT:

This Lease shall not be altered, changed, or amended except by written Instrument executed by the Parties.

IN WITNESS WHEREOF, the part	ies have executed this Lease
QUAY COUNTY Quay County Manager	
TENTH JUDICIAL DISTRICT CO	URT:
Chief Judge Timothy L. Rose	Date
Reviewed by: New Mexico Administra	tive Office of the Courts
	Date:
Celina Jones	

STATE OF NEW MEXICO)
) ss.
COUNTY OF QUAY)

The Board of County Commissioners (the "Governing Body") of Quay County (the "County"), in the State of New Mexico, met in open regular session in full conformity with law and the ordinances, rules and regulations of the County, in the Commission Chambers, First Floor of the Quay County Courthouse, located at 300 South Third Street, Tucumcari, New Mexico, in the County, being the regular meeting place of the Governing Body, at 9:00 a.m. on Monday, July 14, 2025, at which time there were present and answering the roll call the following members:

Chairwoman:

Jerri Rush

Commissioners:

Dallas Dowell Brian Fortner

Absent:

None

Thereupon the following proceedings, among others, were had and taken, to wit:

There was officially filed with the County Clerk, the Chairwoman and each member of the Governing Body, a copy of a proposed ordinance in final form, which is as follows:

QUAY COUNTY, NEW MEXICO BOARD OF COUNTY COMMISSIONERS ORDINANCE NO. 58

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN OUAY COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), ANINTERCEPT **AGREEMENT** BETWEEN AND GOVERNMENTAL UNIT AND THE FINANCE AUTHORITY, OR THE ISSUANCE AND DELIVERY OF PUBLICLY-SOLD GROSS RECEIPTS TAX REVENUE BONDS OR OTHER NEGOTIATED OR PRIVATELY PLACED INSTRUMENTS ISSUED BY THE COUNTY, EVIDENCING THE SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY THE PRINCIPAL AMOUNT OF THE LOAN OR OTHER OBLIGATIONS OF UP TO \$21,600,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF FINANCING CAPITAL IMPROVEMENTS FOR USE BY THE GOVERNMENTAL UNIT, **FUNDING** Α LOAN **AGREEMENT** RESERVE ACCOUNT; DELEGATING AUTHORITY FOR SETTING THE FINAL TERMS FOR THE LOAN OR OTHER OBLIGATIONS AND DELIVERING THE LOAN AGREEMENT AND SETTING LOAN AGREEMENT PAYMENT PRICE, INTEREST RATES, INTEREST DATES. REDEMPTION PROVISIONS, IF ANY, AND OTHER PROCEDURES RELATED TO THE LOAN AGREEMENT OR OTHER OBLIGATIONS: PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT OR OTHER OBLIGATIONS SOLELY FROM THE DISTRIBUTIONS OF COUNTY LOCAL HOSPITAL GROSS RECEIPTS TAX AND COUNTY GROSS RECEIPTS TAX REVENUES RECEIVED BY THE GOVERNMENTAL UNIT PURSUANT TO NMSA 1978, SECTIONS 7-20C-2 (2007) AND 7-20E-9 (2019) AND DISTRIBUTED BY THE NEW MEXICO TAXATION AND REVENUE DEPARTMENT PURSUANT TO NMSA 1978, SECTIONS 7-1-6.1 (2007), 7-1-6.13 (2025) AND 7-1-6.15 (2021); PROVIDING FOR THE DISTRIBUTION OF COUNTY LOCAL HOSPITAL GROSS RECEIPTS AND COUNTY GROSS RECEIPTS TAX REVENUES FROM THE NEW MEXICO TAXATION AND REVENUE DEPARTMENT TO BE DIRECTED TO THE FINANCE AUTHORITY OR ITS ASSIGNS, IF APPLICABLE, FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT BETWEEN THE GOVERNMENTAL UNIT AND THE FINANCE AUTHORITY; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN OR OTHER OBLIGATIONS; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT OR OTHER OBLIGATIONS AND THE INTERCEPT AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Ordinance, unless the context requires otherwise.

RECITALS:

WHEREAS, Quay County, New Mexico (the "Governmental Unit" or "County") is a legally and regularly created, established, organized and existing political subdivision of the State of New Mexico (the "State") created pursuant to NMSA 1978, Section 4-20-1 (1923); and

WHEREAS, pursuant to NMSA 1978, Sections 4-62-1 to -10 (1992, as amended through 2019), the Governmental Unit is authorized to issue gross receipts tax revenue bonds and loan agreements for any county purpose and to pledge the County's local option gross receipts tax revenues for payment of principal and interest due in connection with, and other expenses related to, such gross receipts tax revenue bonds and loan agreements, or for any area of county government services; and

WHEREAS, NMSA 1978, Section 4-62-1.1(A) (2025) clarifies that gross receipts tax revenue bonds include "any obligation of a county issued under Chapter 4, Article 62 NMSA 1978, whether designated as a bond, note, loan, warrant, debenture, lease-purchase agreement or other instrument evidencing an obligation of a county to make payments;" and

WHEREAS, NMSA 1978, Section 4-62-3(F) (1995) provides that gross receipts tax revenue bonds and loan agreements may be sold at public or negotiated sale; and

WHEREAS, the Governmental Unit wishes to construct a new hospital to replace its existing hospital facility located within the boundaries of Quay County for the benefit of the Governmental Unit and its residents (the "Project"); and

WHEREAS, the Governmental Unit has determined, and hereby determines, that the Project may be partially financed with amounts borrowed under the Loan Agreement, or through a public or negotiated sale of gross receipts tax revenue bonds or other instruments, and that it is in the best interest of the Governmental Unit and its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the Project take place by executing and delivering the Loan Agreement and the Intercept Agreement to the Finance Authority, or through a public sale of gross receipts tax revenue bonds or a negotiated sale of other instruments; and

WHEREAS, the Governmental Unit wishes to pledge the Local Hospital Gross Receipts Tax and County Gross Receipts Tax Revenues, defined below, to the repayment of the Loan Agreement Payments due under the Loan Agreement, or to the repayment of publicly-sold gross receipts tax revenue bonds or a negotiated sale of other instruments; and

WHEREAS, the Governing Body of the Governmental Unit has determined pursuant to the Act that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement, or for the repayment of publicly-sold gross receipts tax revenue bonds or the negotiated sale of other instruments; and

WHEREAS, other than as described in the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, the Loan, or any gross receipts tax revenue bonds or other instruments issued by the County to finance the Project, shall be special limited obligations of the Governmental Unit, payable solely from the Pledged Revenues, and shall not constitute general obligations of the Governmental Unit or debts or pledges of the full faith and credit of the Governmental Unit or the State; and

WHEREAS, the Governing Body of the Governmental Unit hereby finds and determines that it is in the best interests of the Governmental Unit to enter into the Loan Agreement and Intercept Agreement hereinafter authorized, with the Finance Authority, or to issue gross receipts tax revenue bonds or negotiate a sale of other instruments, for the purposes stated, and to delegate to the Pricing Officer (hereinafter defined and designated) the authority to act on behalf of the Governmental Unit in finalizing and delivering the Loan Agreement and the Intercept Agreement, or gross receipts tax revenue bonds or other instruments, and setting the payment dates, price, interest rates, interest payment periods and any other parameter included in NMSA 1978, Section 6-14-10.2(C) (2017) and other procedures relating thereto, as hereinafter specified, with such information and terms to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer, all in accordance with the provisions of NMSA 1978, Section 6-14-10.2, as amended; and

WHEREAS, the Governing Body of the Governmental Unit desires to provide that distributions of the Pledged Revenues may be redirected to the Finance Authority or its assigns pursuant to an Intercept Agreement between the Governmental Unit and the Finance Authority for the payment of amounts due under the Loan Agreement, if the Governmental Unit elects to finance the Project through a negotiated sale or private placement of the Loan Agreement with the Finance Authority; and

WHEREAS, other than the Pledged Revenues, no tax revenues collected by the Governmental Unit shall be pledged to the Loan Agreement or any gross receipts tax revenue bonds or other instruments issued by the County to finance the Project; and

WHEREAS, there have been presented to the Governing Body of the Governmental Unit and there presently are on file with the County Clerk, this Ordinance and the forms of the Loan Agreement and the Intercept Agreement, which are incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body of the Governmental Unit hereby determines that the Project to be financed by the Loan (or any gross receipts tax revenue bonds or other instruments issued by the County to finance the Project) is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement

(or any gross receipts tax revenue bonds or other instruments issued by the County to finance the Project) to be deemed a "private activity bond," as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, to the extent that the County ultimately elects to proceed with financing the Project by entering into the Loan Agreement and the Intercept Agreement with the Finance Authority, the Governing Body of the Governmental Unit intends by this Ordinance to authorize the execution and delivery of the Loan Agreement and the Intercept Agreement in the amount and for the purposes set forth herein; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of the amounts due under the Loan Agreement, (ii) if the County elects not to proceed with financing the Project by entering into the Loan Agreement and the Intercept Agreement with the Finance Authority, the use and pledge of the Pledged Revenues for the payment of the amounts due under any gross receipts tax revenue bonds or other instruments issued by the County to finance the Project; (iii) the use of the proceeds of the Loan Agreement to finance the Project; (iv) if the County elects not to proceed with financing the Project by entering into the Loan Agreement and the Intercept Agreement with the Finance Authority, the use of the proceeds of any gross receipts tax revenue bonds or other instruments issued by the County to finance the Project; (v) the authorization, execution and delivery of the Loan Agreement and the Intercept Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained; and (vi) if the County elects not to proceed with the financing the Project by entering into the Loan Agreement and the Intercept Agreement with the Finance Authority, the authorization, execution and delivery of any gross receipts tax revenue bonds or other instruments issued by the County to finance the Project which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF QUAY COUNTY, NEW MEXICO:

SECTION 1. DEFINITIONS. As used in this Ordinance, the following capitalized terms shall, for all purposes, have the meanings specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Act" means the general laws of the State, NMSA 1978, Sections 4-62-1 to -10 (1992, as amended through 2019), 7-1-6.1 (2007), 7-1-6.13 (2025), 7-1-6.15 (2021), 7-20-3 (1983, recompiled as NMSA 1978, Section 7-20E-9 by 1993 N.M. Laws, ch. 354, $\S 9$), 7-20E-9 (1993, as repealed and modified by 2019 N.M. Laws, ch. 274, $\S 16$ and 2020 N.M. Laws, ch. 80, $\S 13$), 7-20C-3 (2007, as repealed and modified by 2019 N.M. Laws, ch. 274, $\S 16$ and 2020 N.M. Laws, ch. 80, $\S 13$), and enactments of the Governing Body relating to the Loan Agreement and the Intercept Agreement, including this Ordinance.

"Aggregate Annual Debt Service Requirement" means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations, if any, secured by a pledge of the Pledged Revenues for any one Fiscal Year.

"Authorized Officers" means the members of the Governing Body, the Chairman or Chairwoman of the Governing Body, the County Clerk or Deputy County Clerk, the County Treasurer or Deputy County Treasurer of the Governmental Unit.

"Bonds" means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority and specifically related to the Loan Agreement and the Loan Agreement Payments.

"Closing Date" means the date of execution, delivery and funding of the Loan Agreement.

"Completion Date" means the date of final payment of the cost of the Project.

"County Gross Receipts Tax Revenues" means the revenues from the imposition of the Governmental Unit's three-eighths of one percent (0.375%) County Gross Receipts Tax imposed pursuant to NMSA 1978, Section 7-20E-9 (formerly NMSA 1978, Section 7-20-3 (1983)) (1993, as repealed and modified by 2019 N.M. Laws, ch. 274, § 16 and 2020 N.M. Laws, ch. 80, § 13) and Governmental Unit Ordinance No. 6, adopted on June 2, 1987, with an effective date of January 1, 1988, and amendments to Governmental Unit Ordinance No. 6, adopted on September 14, 1987 and March 27, 2020.

"County Local Hospital Gross Receipts Tax Revenues" means the revenues from the imposition of the Governmental Unit's one-half of one percent (0.5%) Local Hospital Gross Receipts Tax imposed pursuant to NMSA 1978, Section 7-20C-3 (2007, as repealed and modified by 2019 N.M. Laws, ch. 274, § 16 and 2020 N.M. Laws, ch. 80, § 13) and Governmental Unit Ordinance No. 41, adopted July 23, 2007, with an effective date of January 1, 2008.

"Distributing State Agency" means the department or agency of the State as described on the Term Sheet authorized to distribute the Pledged Revenues on behalf of the Governmental Unit, if applicable.

"Expenses" means the cost of issuance of the Loan Agreement and the costs of issuance of Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority in administering the Loan Agreement, including legal fees.

"Finance Authority" means the New Mexico Finance Authority.

"Finance Authority Debt Service Account" means the debt service account in the name of the Governmental Unit and held by the Finance Authority to pay principal and interest on the Loan Agreement as the same become due.

"Fiscal Year" means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

"Governing Body" means the Board of County Commissioners of the Governmental

Unit, or any future successor governing body of the Governmental Unit.

"Governmental Unit" means Quay County, New Mexico.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

"Indenture" means, if applicable, the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, as successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

"Intercept Agreement" means, if applicable, the Intercept Agreement dated the Closing Date, between the Governmental Unit and the Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of the Pledged Revenues in amounts sufficient to pay Loan Agreement Payments, and any amendments or supplements to the Intercept Agreement.

"Loan" means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement, or by any financial institution or underwriter who may purchase any publicly-sold gross receipts tax revenue bonds or other negotiated instruments issued by the County to finance the Project.

"Loan Agreement" means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit, which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority and/or the Trustee, or any publicly-sold gross receipts tax revenue bonds or other instruments delivered pursuant to a negotiated sale, and issued by the County to finance the Project which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the purchaser of such bonds or instruments.

"Loan Agreement Payments" means, collectively, the Principal Component and the Interest Component (as such terms are defined in the Loan Agreement), if any, to be paid by the Governmental Unit as payment of the Loan Agreement as shown on Exhibit "B" to the Loan Agreement.

"Loan Agreement Principal Amount" means the original principal amount of the Loan Agreement as shown on Exhibit "A" to the Loan Agreement, if applicable.

"Loan Agreement Reserve Account" means the loan agreement reserve account established in the name of the Governmental Unit, funded from the proceeds of the Loan Agreement and administered by the Trustee pursuant to the Indenture, if applicable.

"Loan Agreement Reserve Requirement" means, with respect to the Loan, the amount shown as the Loan Agreement Reserve Account Deposit on Exhibit "A" to the Loan

Agreement, if applicable.

"Ordinance" or "this Ordinance" means this ordinance approving the Loan Agreement and the Intercept Agreement, if applicable, and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet (if applicable).

"Parity Obligations" or "Parity Bonds" means the Loan Agreement and any other bonds or obligations now or hereafter issued or incurred payable from the Pledged Revenues and issued or incurred with a lien on the Pledged Revenues on a parity with the Loan Agreement.

"Pledged Revenues" means the three-eighths of one percent (0.375%) County Gross Receipts Tax Revenues imposed pursuant to NMSA 1978, Section 7-20E-9 (formerly NMSA 1978, Section 7-20-3 (1983)) (1993, as repealed and modified by 2019 N.M. Laws, ch. 274, § 16 and 2020 N.M. Laws, ch. 80, § 13) and Governmental Unit Ordinance No. 6, adopted on June 2, 1987, with an effective date of January 1, 1988, and amendments to Governmental Unit Ordinance No. 6, adopted on September 14, 1987 and March 27, 2020; and the one-half of one percent (0.5%) County Local Hospital Gross Receipts Tax Revenues imposed pursuant to NMSA 1978, Sections 7-20C-3 (2007, as repealed and modified by 2019 N.M. Laws, ch. 274, § 16 and 2020 N.M. Laws, ch. 80, § 13) and Governmental Unit Ordinance No. 41, adopted on July 23, 2007, with an effective date of January 1, 2008.

"Program Account" means the account in the name of the Governmental Unit established pursuant to the Indenture (if applicable) and held by the Trustee (if applicable) for the deposit of the net proceeds of the Loan Agreement for disbursal to the Governmental Unit for payment of the costs of the Project.

"Project" shall have the same meaning as such term is defined in the third paragraph of the Recitals of this Ordinance.

"State" means the State of New Mexico.

"Term Sheet" means Exhibit "A" to the Loan Agreement, if applicable.

"Trustee" means BOKF, NA, Albuquerque, New Mexico, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority, if applicable.

SECTION 2. RATIFICATION. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the financing of the Project, the enactment of Governmental Unit Ordinance No. 6, and Governmental Unit Ordinance No. 41, and this Ordinance, including, without limitation, the Revised Notice of Meeting and Intent to Consider Adoption of Ordinance, which was published in the <u>Eastern New Mexico News</u> on June 25, 2025, and the execution and delivery of the Loan Agreement and the Intercept Agreement, be, and the same hereby are, ratified, approved and confirmed.

SECTION 3. AUTHORIZATION: TERMS OF THE LOAN AGREEMENT.

- As authorized by NMSA 1978, Section 6-14-10.2, as amended, the Chair of the Governing Body, or in the event that she is unavailable at the time the Bonds to be issued by the Finance Authority are offered in the market, the County Manager (independently, each a "Pricing Officer"), is hereby authorized to act on behalf of the Governmental Unit in finalizing the terms and delivering the Loan Agreement and carrying out the other procedures specified in this Ordinance, including determining any or all of the parameters enumerated in NMSA 1978, Section 6-14-10.2(C), whether the Loan Agreement will be divided into separate taxexempt and taxable Loan Agreements, the date of the Loan Agreement, the price at which the Loan Agreement will be issued, the years in which the Loan Agreement will mature, the principal amount of the Loan Agreement, the rate of interest of the Loan Agreement, the interest payment dates, the price and terms upon which the Loan Agreement shall be subject to redemption prior to maturity at the option of the Governmental Unit, if applicable, as well as any mandatory sinking fund redemption provisions, if applicable, and all other matters relating to the issuance and delivery of the Loan Agreement, including without limitation procuring municipal bond/loan insurance (if it is determined that such insurance would be financially desirable and advantageous), approving modifications to this Ordinance and executing such instruments, documents and agreements as may be necessary with respect thereto, and all other matters relating to the issuance, execution, and delivery of the Loan Agreement, all of which shall be specified in the Pricing Certificate, provided that:
- (i) the aggregate original principal amount of the Loan Agreement shall not exceed \$21,600,000, provided that the aggregate principal amount of the Loan Agreement issued and delivered and any net premium received by the Governmental Unit from the sale of Bonds issued by the Finance Authority shall not exceed the allocation to (a) the purposes for which the Loan Agreement was approved by the Governmental Unit, and (ii) the costs of issuance of the Loan Agreement;
- (ii) the date for the final Loan Agreement Payment shall not exceed December 1, 2054;
- (iii) the maximum interest rate to be paid on any Loan Agreement Payment date shall not exceed 8.0% per annum;
- (iv) the combined true interest cost of the Loan Agreement shall not exceed 8.0%;
- (v) the price to be paid for any Loan Agreement shall not be less than 100% of the aggregate original principal amount thereof, plus accrued interest thereon from its date to its delivery, if any; and
- (vi) the delegation made hereby shall expire if not exercised by the Pricing Officer after one hundred twenty (120) days from the date this Ordinance is adopted;
- (vii) the Loan Agreement shall initially be registered in the name of the initial purchaser thereof, the Finance Authority, as set forth in the Pricing Certificate.
 - B. The Loan Agreement should be issued through a negotiated sale or

placement to the Finance Authority. The Pricing Officer, acting for an on behalf of the Governmental Unit, is authorized to enter into and carry out a loan purchase agreement or other agreement for the Loan Agreement to be issued to the Finance Authority by negotiated sale or placement, at such price, with and subject to such terms as determined by the Pricing Officer pursuant to this Section 3. The Pricing Officer will set the date to determine the final terms and provisions of the Loan Agreement as provided in Section 3(A) ("Pricing Date") upon no less than five (5) business days' prior written notice of such Pricing Date to the Finance Authority.

- C. Interest shall accrue and be paid on each Loan Agreement Payment date until the Loan Agreement's maturity from the later of delivery, or the most recent Loan Agreement Payment to which interest has been paid or provided for, at the rate or rates per annum hereinafter set forth. Such interest shall be payable on such dates as provided in the Pricing Certificate until maturity or prior redemption, if applicable, and shall be computed on the basis of a 360-day year of twelve 30-day month.
- D. For the avoidance of doubt, the parameters set forth in this Section 3 shall be applicable to any publicly-sold gross receipts tax revenue bonds or other negotiated instruments issued by the County to finance the Project, but only to the extent that the County ultimately elects not to finance the Project by entering into the Loan Agreement and Intercept Agreement with the Finance Authority. Further, if the County elects to finance the Project by issuing publicly-sold gross receipts tax revenue bonds or another negotiated instrument, the underwriter's discount for such bonds or instrument shall not exceed 2.0% of the aggregate principal amount thereof.

SECTION 4. AUTHORIZATION OF THE PROJECT, THE LOAN AGREEMENT, AND THE INTERCEPT AGREEMENT. The financing of the Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement, if applicable, are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

- SECTION 5. FINDINGS. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:
- A. The Project is needed to meet the needs of the Governmental Unit and its residents, and the issuance and delivery of the Loan Agreement and the Intercept Agreement (if applicable) is necessary and advisable.
- B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the costs of financing the Project.
- C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.
- D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement and the Intercept Agreement (if applicable).
 - E. The Project and the execution and delivery of the Loan Agreement and

the Intercept Agreement (if applicable) pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety and welfare of the residents of and the public served by the Governmental Unit.

- F. The Governmental Unit will finance the Project, in whole or in part, with the net proceeds of the Loan.
- G. Other than as described in the Term Sheet (if applicable), the Governmental Unit does not have any outstanding obligations payable from the Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement (if applicable).
- H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.
- I. The Governmental Unit is current in the accumulation of all amounts which are required to have been accumulated in the Finance Authority Debt Service Account and Loan Agreement Reserve Account for all Parity Obligations, if any, listed on the Term Sheet.
- J. Pursuant to NMSA 1978, Sections 7-1-6.13 (2023) and 7-1-6.15 (2021), the Governmental Unit receives the Pledged Revenues from the Distributing State Agency.

SECTION 6. LOAN AGREEMENT AND INTERCEPT AGREEMENT – AUTHORIZATION AND DETAIL.

- AUTHORIZATION. This Ordinance has been adopted by the Α. affirmative vote of two-thirds of all members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and financing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, pledge the Pledged Revenues and execute and deliver the Loan Agreement and Intercept Agreement (if applicable), evidencing a special, limited obligation of the Governmental Unit, to pay the Loan Agreement Principal Amount of up to \$21,600,000, plus interest thereon, and the pledge of the Pledged Revenues and the execution and delivery of the Loan Agreement and Intercept Agreement (if applicable) are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the Project; (ii) fund the Loan Agreement Reserve Account, if any; and (iii) make a deposit to the Finance Authority Debt Service Account, or any alternative debt service account established in connection with the County's issuance of publicly-sold gross receipts tax revenue bonds or other negotiated instruments to finance the Project. The Project will be owned by the Governmental Unit.
- B. DETAIL. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an original aggregate principal amount of up to \$21,600,000, shall be payable in installments of principal due on June 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on June 1 and December 1 of each year, beginning on June 1, 2026 at the rates

designated in Exhibit "B" to the Loan Agreement. If the County elects not to finance the Project by entering into the Loan Agreement and Intercept Agreement with the Finance Authority, the bonds or instrument(s) evidencing the County's obligation to use the Pledged Revenues to repay such bonds or instruments shall be passed on and approved by the Governing Body of the Governmental Unit, through the adoption of a resolution or an ordinance, at a properly noticed open meeting.

SECTION 7. APPROVAL OF LOAN AGREEMENT AND INTERCEPT AGREEMENT. The forms of the Loan Agreement and the Intercept Agreement, as presented at the meeting of the Governing Body at which this Ordinance was adopted are hereby approved. The Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement, with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the County Clerk or Deputy County Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

SECTION 8. SPECIAL LIMITED OBLIGATION. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with the other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Ordinance and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Ordinance or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefore to payments required by the Loan Agreement, in its sole and absolute discretion.

SECTION 9. DISPOSITION OF PROCEEDS: COMPLETION OF FINANCING OF THE PROJECT.

A. PROGRAM ACCOUNT, FINANCE AUTHORITY DEBT SERVICE ACCOUNT AND LOAN AGREEMENT RESERVE ACCOUNT. The Governmental Unit hereby consents to the creation of the Finance Authority Debt Service Account to be held and maintained by the Finance Authority and to the Program Account and the Loan Agreement Reserve Account to be held and maintained by the Trustee pursuant to the Indenture, each in

connection with the Loan. The Governmental Unit hereby approves (i) the deposit of a portion of the proceeds of the Loan Agreement in the Program Account and the Finance Authority Debt Service Account; and (ii) the deposit of funds in the amount of the Loan Agreement Reserve Requirement in the Loan Agreement Reserve Account, all as set forth in Exhibit "A" to the Loan Agreement. The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Finance Authority Debt Service Account, the Program Account and the Loan Agreement Reserve Account, all as provided in the Loan Agreement and the Indenture. Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of financing the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture. The Governmental Unit will complete the Project with all due diligence. For the avoidance of doubt, this Section 9 shall apply only to the extent that the County elects to finance the Project by entering into the Loan Agreement and Intercept Agreement with the Finance Authority.

- B. COMPLETION OF THE PROJECT. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that financing of and payment for the Project have been completed, if applicable. As soon as practicable, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the Loan Agreement and the Indenture, if applicable.
- C. FINANCE AUTHORITY AND TRUSTEE NOT RESPONSIBLE. The Finance Authority and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

SECTION 10. DEPOSIT OF PLEDGED REVENUES, DISTRIBUTIONS OF THE PLEDGED REVENUES AND FLOW OF FUNDS.

- A. DEPOSIT OF PLEDGED REVENUES. Pursuant to the Intercept Agreement, if applicable, the Pledged Revenues shall be paid by the Distributing State Agency to the Finance Authority, pursuant to the Intercept Agreement, for deposit in the Finance Authority Debt Service Account and remittance by the Finance Authority to the Trustee in an amount sufficient to pay principal, interest, premium, if any, and other amounts due under the Loan Agreement, including sufficient Pledged Revenues in the Loan Agreement Reserve Account to maintain the Loan Agreement Reserve Requirement. For the avoidance of doubt, this Section 10 shall apply only to the extent that the County elects to finance the Project by entering into the Loan Agreement and Intercept Agreement with the Finance Authority.
- B. TERMINATION ON DEPOSITS TO MATURITY. No payment shall be made into the Finance Authority Debt Service Account if the amounts in the Finance Authority Debt Service Account and Loan Agreement Reserve Account total a sum at least equal to the entire aggregate amount to become due as to principal, interest on, and any other amounts due under the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such

obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

C. USE OF SURPLUS REVENUES. After making all the payments hereinabove required to be made by this Section 10 and any payments required by outstanding Parity Obligations, if any, any moneys remaining in the Finance Authority Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose.

SECTION 11. LIEN ON PLEDGED REVENUES. Pursuant to the Loan Agreement and the Intercept Agreement (if applicable), the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, and any other amounts due under the Loan Agreement, subject to the uses hereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Governmental Unit's Pledged Revenues as set forth herein and therein and the Governmental Unit shall not create a lien on the Governmental Unit's Pledged Revenues superior to that of the Loan Agreement.

SECTION 12. AUTHORIZED OFFICERS. The Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement, the Intercept Agreement (if applicable) and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance, the Loan Agreement and the Intercept Agreement (if applicable) for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance, the Loan Agreement and the Intercept Agreement (if applicable), including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the publication of the summary of this Ordinance set out in Section 18 of this Ordinance (with such changes, additions and deletions as may be necessary).

SECTION 13. AMENDMENT OF ORDINANCE. Prior to the date of the initial delivery of the Loan Agreement to the Finance Authority, or the initial delivery of gross receipts tax revenue bonds or other instruments issued by the County to finance the Project, as applicable, the provisions of this Ordinance may be supplemented or amended by ordinance or resolution adopted by the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. This Ordinance may be amended without receipt by the Governmental Unit of additional consideration, but only with the prior written consent of the Finance Authority or, if applicable, the purchaser of any gross receipts tax revenue bonds or other instruments issued by the County to finance the Project.

SECTION 14. ORDINANCE IRREPEALABLE. After the Loan Agreement and the Intercept Agreement (if applicable) have been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

SECTION 15. SEVERABILITY CLAUSE. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 16. REPEALER CLAUSE. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

SECTION 17. EFFECTIVE DATE. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the members of the Governing Body and the County Clerk or Deputy County Clerk, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 18 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, and said Ordinance shall be in full force and effect thereafter, in accordance with law.

SECTION 18. GENERAL SUMMARY FOR PUBLICATION. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 58, duly adopted and approved by the Governing Body of Quay County, New Mexico, on July 14, 2025. A complete copy of the Ordinance is available for public inspection during the normal and regular business hours of the County Clerk, located at 245 East Avenue C, Fort Sumner, New Mexico.

The title of the Ordinance is:

A AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN QUAY COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), AND AN INTERCEPT AGREEMENT BETWEEN THE GOVERNMENTAL UNIT AND THE FINANCE AUTHORITY, OR THE ISSUANCE AND DELIVERY OF PUBLICLY-SOLD GROSS RECEIPTS TAX REVENUE BONDS OR OTHER NEGOTIATED OR PRIVATELY PLACED INSTRUMENTS ISSUED BY THE COUNTY, EVIDENCING THE SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY THE PRINCIPAL AMOUNT OF THE LOAN OR OTHER OBLIGATIONS OF UP TO \$21,600,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF FINANCING CAPITAL IMPROVEMENTS FOR USE BY THE GOVERNMENTAL UNIT,

FUNDING LOAN **AGREEMENT** RESERVE ACCOUNT: DELEGATING AUTHORITY FOR SETTING THE FINAL TERMS FOR THE LOAN OR OTHER OBLIGATIONS AND DELIVERING THE LOAN AGREEMENT AND SETTING LOAN AGREEMENT PAYMENT PRICE. INTEREST RATES. INTEREST REDEMPTION PROVISIONS, IF ANY, AND OTHER PROCEDURES RELATED TO THE LOAN AGREEMENT OR OTHER OBLIGATIONS: PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT OR OTHER OBLIGATIONS SOLELY FROM THE DISTRIBUTIONS OF COUNTY LOCAL HOSPITAL GROSS RECEIPTS TAX AND COUNTY GROSS RECEIPTS TAX REVENUES RECEIVED BY THE GOVERNMENTAL UNIT PURSUANT TO NMSA 1978, SECTIONS 7-20C-2 (2007) AND 7-20E-9 (2019) AND DISTRIBUTED BY THE NEW MEXICO TAXATION AND REVENUE DEPARTMENT PURSUANT TO NMSA 1978, SECTIONS 7-1-6.1 (2007), 7-1-6.13 (2025) AND 7-1-6.15 (2021); PROVIDING FOR THE DISTRIBUTION OF COUNTY LOCAL HOSPITAL GROSS RECEIPTS AND COUNTY GROSS RECEIPTS TAX REVENUES FROM THE NEW MEXICO TAXATION AND REVENUE DEPARTMENT TO BE DIRECTED TO THE FINANCE AUTHORITY OR ITS ASSIGNS, IF APPLICABLE, FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT BETWEEN THE GOVERNMENTAL UNIT AND THE FINANCE AUTHORITY; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN OR OTHER OBLIGATIONS; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY **OF** THE LOAN AGREEMENT OR **OTHER** OBLIGATIONS AND THE INTERCEPT AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with NMSA 1978, Sections 4-37-9 (1997) and 6-14-6 (1975).

(End of Form of Summary for Publication)

[Signature page follows]

PASSED, APPROVED AND ADOPTED this 14th day of July, 2025.

BOARD OF COUNTY COMMISSIONERS OF QUAY COUNTY, NEW MEXICO

ATTEST:

Veronica Manley, Quay County Clerk Jerri Rush, Chairwoman

Dallas Dowell, Commissioner

Brian Fortner, Commissioner

Commissioner [INSERT NAME OF MOVANT] then moved that the Ordinance as filed with the County Clerk be passed and adopted. Commissioner [INSERT NAME OF SECOND] seconded the motion.

The question being upon the passage and adoption of said Ordinance, the motion was voted upon with the following result:

Those Voting Yea:

[Chairwoman Jerri Rush] [Commissioner Dallas Dowell] [Commissioner Brian Fortner]

Those Voting Nay:

[None]

Those Absent:

[None]

[Three (3)] Governing Body members having voted in favor of the motion, the [Chairwoman] declared said motion carried and the Ordinance duly passed and adopted, whereupon the [Chairwoman] and County Clerk signed the Ordinance upon the records of the minutes of the Commission.

After consideration of matters not relating to the Ordinance, the meeting, on motion duly made, seconded and unanimously carried, was adjourned.

Jerri Rush, Chairwoman

Board of County Commissioners

Quay County, New Mexico

ATTEST:

Veronica Manley,

Quay County Clerk

STATE OF NEW MEXICO)
) ss.
COUNTY OF QUAY)	

- I, Veronica Manley, the County Clerk of Quay County, New Mexico (the "County"), do hereby certify:
- 1. The foregoing pages are a true, correct, and complete copy of the record of the proceedings of the Board of County Commissioners (the "Board") of the County, constituting the governing board of the County, had and taken at a duly called regular, open meeting of the Board, held in the Commission Chambers, First Floor of the Quay County Courthouse, located at 300 South Third Street, Tucumcari, New Mexico, being the regular meeting place of the Board, on Monday, July 14, 2025, beginning at 9:00 a.m., insofar as the same relate to the proposed loan agreement and intercept agreement, a copy of which is set forth in the official records of the proceedings of the County kept in my office. None of the action taken has been rescinded, repealed or modified.
- 2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.
- 3. Notice of such meeting was given in compliance with the permitted methods of giving notice of meetings of the Board as required by the open meetings standards then in effect, i.e., the County's Open Meetings Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Quay County, Mexico, this day of July, 2025.

Quay County Clerk

\$[21,590,000]

LOAN AGREEMENT

dated

[MONTH] [DAY], 2025

by and between the

NEW MEXICO FINANCE AUTHORITY

and

QUAY COUNTY, NEW MEXICO

Certain interests of the New Mexico Finance Authority under this Loan Agreement may be assigned to BOKF, NA, as successor trustee under the Indenture, as defined in Article I of this Loan Agreement.

LOAN AGREEMENT

THIS LOAN AGREEMENT dated [MONTH] [DATE], 2025 is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), and QUAY COUNTY, NEW MEXICO (the "Governmental Unit"), a political subdivision duly organized and existing under the laws of the State of New Mexico (the "State").

WITNESSETH:

WHEREAS, the Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of the State, particularly Section 6-21-1 et seq., NMSA 1978, as amended (the "Finance Authority Act"); and

WHEREAS, one of the purposes of the Finance Authority Act is to implement a program to permit qualified entities, such as the Governmental Unit, to enter into agreements with the Finance Authority to facilitate financing of public projects; and

WHEREAS, the Governmental Unit is a political subdivision duly organized and existing under and pursuant to the laws of the State and is a qualified entity under the Finance Authority Act; and

WHEREAS, the Governing Body of the Governmental Unit, has determined that it is in the best interests of the Governmental Unit and its residents that the Governmental Unit enter into this Loan Agreement with the Finance Authority and accept a loan from the Finance Authority to finance the costs of [constructing a new hospital to be located within the Governmental Unit], as more fully described on the Term Sheet attached hereto as Exhibit "A"; and

WHEREAS, the Act authorizes the Governmental Unit to use the Pledged Revenues to finance the Project and to enter into this Loan Agreement; and

WHEREAS, the Finance Authority has determined that the Project is important to the overall capital needs of the residents of the State and that the Project will directly enhance the health and safety of the residents of the Governmental Unit; and

[WHEREAS, the Governmental Unit is a disadvantaged qualified entity within the meaning of Section 8(B)(4)(b) of the Finance Authority's Amended and Restated Rules and Regulations Governing the Public Project Revolving Fund Program; and]

WHEREAS, the Governmental Unit has entered into the Intercept Agreement by and between the Finance Authority and the Governmental Unit whereby the Pledged Revenues due to the Governmental Unit from the Distributing State Agency are intercepted by the Finance Authority, or the Trustee, as its assignee, to make payments due under this Loan Agreement; and

WHEREAS, the Finance Authority may assign and transfer this Loan Agreement to the Trustee pursuant to the Indenture; and

WHEREAS, except as described on the Term Sheet, the Pledged Revenues have not been pledged or hypothecated in any manner or for any purpose at the time of the execution and delivery of this Loan Agreement, and the Governmental Unit desires to pledge the Pledged Revenues toward the payment of this Loan Agreement; and

WHEREAS, the obligation of the Governmental Unit hereunder shall constitute a special, limited obligation of the Governmental Unit, limited to the Pledged Revenues, and shall not constitute a general obligation or other indebtedness of the Governmental Unit or a charge against the general credit or ad valorem taxing power of the Governmental Unit or the State; and

WHEREAS, the execution, performance and delivery of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Governing Body pursuant to the Ordinance; and

WHEREAS, the execution and performance of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Finance Authority.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Loan Agreement, unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Loan Agreement, including the foregoing recitals, unless the context clearly requires otherwise.

"Act" means the general laws of the State, including Sections 4-62-1 through 4-62-10, NMSA 1978, as amended, and enactments of the Governing Body relating to this Loan Agreement and the Intercept Agreement, including the Ordinance.

"Additional Payment Obligations" means payments in addition to Loan Agreement Payments required by this Loan Agreement, including, without limitation, payments required pursuant to the provisions of Article IX and Article X hereof.

"Aggregate Annual Debt Service Requirement" means the total principal, interest, and premium payments, if any, due and payable pursuant to this Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

"Authorized Officers" means, in the case of the Governmental Unit, the Chair, Vice-Chair, County Manager and County Clerk or Deputy County Clerk, and in the case of the Finance Authority, the Chair, Vice-Chair and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

"Blended Interest Rate" means the rate of interest on this Loan Agreement as shown on the Term Sheet.

"Bond Counsel" means nationally recognized bond counsel experienced in matters of municipal finance law, satisfactory to the Trustee and listed in the list of municipal bond attorneys, as published semi-annually by The Bond Buyer's Municipal Marketplace, or any successor publication, acting as loan counsel to the Finance Authority.

"Bonds" means public project revolving fund revenue bonds, if any, issued [hereafter] by the Finance Authority to fund or reimburse this Loan Agreement.

"Closing Date" means the date of execution, delivery and funding of this Loan Agreement as shown on the Term Sheet.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

"Distributing State Agency" means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues to or on behalf of the Governmental Unit.

"Event of Default" means one or more events of default as defined in Section 10.1 of this Loan Agreement.

"Expenses" means the costs of issuance of this Loan Agreement and the Bonds, if any, and periodic and regular fees and expenses incurred by the Finance Authority in administering this Loan Agreement, including legal fees.

"Finance Authority Debt Service Account" means the debt service account established in the name of the Governmental Unit within the Debt Service Fund, as defined in the Indenture, held and administered by the Finance Authority to pay principal and interest, if any, on this Loan Agreement as the same become due.

"Fiscal Year" means the period beginning on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

"Governing Body" means the duly organized Board of County Commissioners of the Governmental Unit, and any successor governing body of the Governmental Unit.

"Indenture" means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, as successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

"Independent Accountant" means: (i) an accountant employed by the State and under the supervision of the State Auditor; or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Governmental Unit who: (a) is, in fact, independent and not under the domination of the Governmental Unit; (b) does not have any substantial interest, direct or indirect, with the Governmental Unit; and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

"Intercept Agreement" means the Intercept Agreement, dated [MONTH] [DAY], 2025, between the Governmental Unit and the Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of the Pledged Revenues in amounts sufficient to pay Loan Agreement Payments, and any amendments or supplements to the Intercept Agreement.

"Interest Component" means the portion of each Loan Agreement Payment paid as interest on this Loan Agreement as shown on Exhibit "B" hereto.

"Loan" means the funds in the Loan Agreement Principal Amount to be loaned to the Governmental Unit by the Finance Authority pursuant to this Loan Agreement.

"Loan Agreement" means this loan agreement and any amendments or supplements hereto, including the exhibits attached to this loan agreement.

"Loan Agreement Balance" means, as of any date of calculation, the Loan Agreement Principal Amount less the aggregate principal amount paid or prepaid pursuant to the provisions of this Loan Agreement.

"Loan Agreement Payment" means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Governmental Unit as payment of this Loan Agreement as shown on Exhibit "B" hereto.

"Loan Agreement Payment Date" means each date a payment is due on this Loan Agreement as shown on <u>Exhibit "B"</u> hereto.

"Loan Agreement Principal Amount" means the original principal amount of this Loan Agreement as shown on the Term Sheet.

"Loan Agreement Term" means the term of this Loan Agreement as provided under Article III of this Loan Agreement.

"NMSA" means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

"Ordinance" means the Governmental Unit Ordinance No. 58 adopted by the Governing Body on July 14, 2025 approving this Loan Agreement and the Intercept Agreement and

pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet.

"Parity Obligations" means this Loan Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Loan Agreement, including any such obligations shown on the Term Sheet.

"Permitted Investments" means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following, if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody's Investors Service, Inc., or S&P Global Ratings; and (iv) the State Treasurer's short-term investment fund created pursuant to Section 6-10-10.1, NMSA 1978, as amended, and operated, maintained and invested by the office of the State Treasurer.

"Pledged Revenues" means the revenues distributed to the Governmental Unit and pledged to payment of the Loan Agreement Payments pursuant to the Ordinance and described on the Term Sheet.

"Principal Component" means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement as shown on Exhibit "B" hereto.

"Program Account" means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of this Loan Agreement for disbursal to the Governmental Unit for payment of the costs of the Project.

"Project" means the project(s) described on the Term Sheet.

"Term Sheet" means Exhibit "A" attached hereto.

"Trustee" means BOKF, NA, Albuquerque, New Mexico, or any successor trust company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

"Unassigned Rights" means the rights of the Finance Authority to receive payment of administrative expenses, reports and indemnity against claims pursuant to the provisions of this Loan Agreement which are withheld in the granting clauses of the Indenture from the pledge, assignment and transfer of this Loan Agreement to the Trustee.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

- Section 2.1 <u>Representations, Covenants and Warranties of the Governmental Unit.</u>
 The Governmental Unit represents, covenants and warrants:
- (a) <u>Binding Nature of Covenants</u>. All covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Ordinance shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.
- (b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Loan Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Governmental Unit or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer, agent or employee of the Governmental Unit executing this Loan Agreement shall be liable personally on this Loan Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.
- Governmental Unit is a political subdivision of the State and is duly organized and existing under the statutes and laws of the State. Pursuant to the Act, as amended and supplemented from time to time, the Governmental Unit is authorized to enter into the transactions contemplated by this Loan Agreement and the Intercept Agreement and to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement, the Intercept Agreement, and the other documents related to the transaction.
- (d) <u>Use of Loan Agreement Proceeds</u>. The Governmental Unit shall proceed without delay in applying the proceeds of this Loan Agreement (less the deposits to the Finance Authority Debt Service Account and any costs of issuance paid from such proceeds) to the acquisition and construction of the Project.
- (e) <u>Payment of Loan Agreement</u>. The Governmental Unit shall promptly pay the Loan Agreement Payments, as specified in <u>Exhibit "B"</u> hereto, according to the true intent and meaning of this Loan Agreement. Loan Agreement Payments are payable solely from: (i) the Pledged Revenues; (ii) special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues); or (iii) the proceeds of refunding bonds or other refunding obligations which the Governmental Unit may hereafter issue

in its sole discretion and which are payable from the Pledged Revenues; and nothing in this Loan Agreement shall be construed as obligating the Governmental Unit to pay Loan Agreement Payments from any general or other fund of the Governmental Unit other than such special funds. Nothing contained in this Loan Agreement, however, shall be construed as prohibiting the Governmental Unit in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

- (f) <u>Acquisition and Completion of Project</u>. The Project will consist of the acquisition and construction of a facility which will serve as a new critical access hospital to be located in the City of Tucumcari, which is within the Governmental Unit. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues.
- (g) <u>Necessity of Project</u>. The acquisition of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and its residents.
- (h) <u>Legal, Valid and Binding Special Obligation</u>. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement and the Intercept Agreement, and this Loan Agreement and the Intercept Agreement constitute legal, valid and binding special obligations of the Governmental Unit enforceable in accordance with their terms.
- (i) <u>Loan Agreement Term</u>. The weighted average maturity of [INSERT WAM] years of the Loan Agreement does not exceed 120% of the reasonably expected life of the Project which is ____ (_) years.
- (j) <u>Use of Project</u>. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit and District as a whole.
- (k) No Private Activity. The Governmental Unit is a "governmental unit" within the meaning of Sections 103 and 141(b)(6) of the Code. [In addition, no amounts disbursed from the Program Account and used to finance the Project shall be used in the trade or business of a person who is not a "governmental unit" within the meaning of Sections 103 and 141(b)(6) of the Code.]
- (l) No Excess Loan Agreement Proceeds. The amount loaned to the Governmental Unit under this Loan Agreement as set forth on the Term Sheet does not exceed the sum of: (i) the cost of the Project; (ii) an amount necessary to pay the costs related to issuance of the Bonds, if any; and (iii) an amount necessary to pay the costs of issuance for the Loan Agreement.
- (m) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement and the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement and the

Intercept Agreement, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Governmental Unit is a party or by which the Governmental Unit is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.

- (n) <u>Irrevocable Enactments</u>. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement, including the Ordinance shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.
- Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a parity lien on the Pledged Revenues. No additional indebtedness, bonds or notes of the Governmental Unit payable on a priority ahead of the indebtedness herein authorized out of the Pledged Revenues shall be created or incurred while this Loan Agreement remains outstanding. No additional indebtedness, bonds or notes of the Governmental Unit payable on a priority ahead of the indebtedness herein authorized out of the Pledged Revenues shall be created or incurred while this Loan Agreement remains outstanding. Prior to entering into additional indebtedness to be secured by a parity lien on the Pledged Revenues, the Governmental Unit shall comply with the terms of Section 5.5 hereof and shall seek the written consent of the Finance Authority, and such consent shall not be unreasonably withheld. During the term of this Loan Agreement, prior to entering into any indebtedness secured by a subordinate lien on the Pledged Revenues or a lien on any revenues of the Governmental Unit other than the Pledged Revenues, the Governmental Unit shall notify the Finance Authority in writing of such indebtedness.
- (p) No Litigation. To the knowledge of the Governmental Unit, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement or the Intercept Agreement or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Governmental Unit, nor compliance by the Governmental Unit with the obligations under such agreements, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.
- (q) <u>No Event of Default</u>. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement and the Intercept Agreement, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement or the Intercept Agreement.

- (r) <u>Pledged Revenues Not Budgeted.</u> The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.
- (s) Expected Coverage Ratio. The Pledged Revenues (giving credit for any increase in the Pledged Revenues which has received final approval of the Governing Body and become effective) from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed, one hundred twenty-five percent (125%) of the maximum Aggregate Annual Debt Service Requirement.
- (t) <u>No Extension of Interest Payments</u>. The Governmental Unit will not extend or be a party to the extension of the time for paying any interest on this Loan Agreement.
- (u) <u>Governmental Unit's Existence</u>. The Governmental Unit will maintain its corporate identity and existence so long as this Loan Agreement is unpaid, unless another political subdivision by operation of law succeeds to the liabilities and rights of the Governmental Unit without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.
- (v) <u>Continuing Disclosure</u>. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to, annual audits, operational data required to update information in any disclosure documents used to assign or securitize the Loan Agreement Payments by issuance of Bonds by the Finance Authority pursuant to the Indenture, and notification of any event deemed material by the Finance Authority.
- (w) Tax Covenants. The Governmental Unit covenants that it shall restrict the use of the proceeds of this Loan Agreement in such manner and to such extent, if any, as may be necessary so that this Loan Agreement will not constitute an arbitrage bond under Section 148 of the Code and that it shall pay any applicable rebate to the Internal Revenue Service. Authorized Officers of the Governmental Unit are hereby authorized and directed to execute an Arbitrage and Tax Certificate as may be required by the Finance Authority and such additional certificates as shall be necessary to establish that this Loan Agreement is not an "arbitrage bond" within the meaning of Section 148 of the Code and the Treasury Regulations promulgated or proposed with respect thereto, including Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149 and 1.150 as the same currently exist, or may from time to time hereafter be amended, supplemented or revised. The Governmental Unit covenants to comply with the provisions of any such Arbitrage and Tax Certificate and the provisions thereof will be incorporated herein by reference to the same extent as if set forth herein. The Governmental Unit covenants that no use will be made of the proceeds of this Loan Agreement, or any funds or accounts of the Governmental Unit which may be deemed to be Gross Proceeds (as defined in Treasury Regulation Section 1.148-1(b)) of this Loan Agreement, which use, if it had been reasonably expected on the Closing Date, would have caused this Loan Agreement to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Governmental Unit obligates itself to comply throughout the Loan Agreement Term with the requirements of

Sections 103 and 141 through 150 of the Code and the regulations promulgated with respect thereto. The Governmental Unit further represents and covenants that no bonds or other evidence of indebtedness of the Governmental Unit payable from substantially the same source as this Loan Agreement have been or will be issued, sold or delivered within fifteen (15) days prior to or subsequent to the Closing Date.

- Section 2.2 <u>Representations, Covenants and Warranties of the Finance Authority</u>. The Finance Authority represents, covenants and warrants for the benefit of the Governmental Unit as follows:
- (a) <u>Authorization of Loan Agreement and Intercept Agreement</u>. The Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and the Intercept Agreement and, by proper action, has duly authorized the execution and delivery of this Loan Agreement and the Intercept Agreement based upon the Finance Authority's findings that:
- (i) [The Governmental Unit is a disadvantaged qualified entity in that its median household income is \$[QUAY MEDIAN HOUSEHOLD INCOME], which is less than eighty percent (80%) of the State median household income of \$[STATE MEDIAN HOUSEHOLD INCOME]; and]
- (ii) The Project is important to the overall capital needs of the State and directly enhances the health and safety of the residents of the Governmental Unit and the District.
- (b) <u>Assignment of Rights</u>. The Finance Authority may not pledge or assign the Pledged Revenues, the Loan Agreement Payments or any of its other rights under this Loan Agreement and the Intercept Agreement except to the Trustee pursuant to the Indenture.
- Neither the execution and delivery of this Loan Agreement or the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement or the Intercept Agreement, nor the consummation of the transactions contemplated in this Loan Agreement or the Intercept Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Finance Authority is a party or by which the Finance Authority is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or resolution of any court, government or governmental authority having jurisdiction over the Finance Authority or its property and which conflict or violation will have a material adverse effect on the Finance Authority or the financing of the Project.
- (d) <u>No Litigation</u>. To the knowledge of the Finance Authority, there is no litigation or proceeding pending or threatened against the Finance Authority or any other person affecting the right of the Finance Authority to execute or deliver this Loan Agreement or the

Intercept Agreement or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Finance Authority, nor compliance by the Finance Authority with its obligations under this Loan Agreement and the Intercept Agreement requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

- (e) <u>Legal, Valid and Binding Obligations</u>. This Loan Agreement and the Intercept Agreement constitute the legal, valid, and binding obligations of the Finance Authority enforceable in accordance with their terms.
- (f) <u>[Tax-Exempt Reimbursement of Amount Loaned</u>. The Finance Authority intends to reimburse the public project revolving fund (as defined in the Finance Authority Act) for the amount of the Loan from the proceeds of tax-exempt bonds which the Finance Authority expects to issue within eighteen (18) months of the Closing Date].

ARTICLE III LOAN AGREEMENT TERM

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until this Loan Agreement has been paid in full or provision for the payment of this Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV LOAN; APPLICATION OF MONEYS

On the Closing Date, the Finance Authority shall transfer the Loan Agreement Principal Amount as follows:

- (a) To the Trustee, the amount shown on the Term Sheet as the Program Account Deposit shall be deposited into the Governmental Unit's Program Account to be disbursed by the Trustee pursuant to the Indenture and disbursed pursuant to Section 6.2 hereof at the direction of the Governmental Unit as needed by the Governmental Unit for the Project; and
- (b) To the Finance Authority, the amount shown on the Term Sheet as the Finance Authority Debt Service Account deposit shall be deposited into the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 hereof.

ARTICLE V LOAN TO THE GOVERNMENTAL UNIT; PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 <u>Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues.</u> The Finance Authority hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the Finance Authority an amount equal to the Loan Agreement Principal Amount. The Governmental Unit promises to

pay, but solely from the sources pledged herein or special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues), the Loan Agreement Payments as herein provided. The Governmental Unit does hereby convey, assign, and pledge unto the Finance Authority and unto its successors in trust forever all right, title, and interest of the Governmental Unit in and to: (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on parity with the Parity Obligations; (ii) the Finance Authority Debt Service Account, such account being held by the Finance Authority; (iii) the Program Account, such account being held by the Trustee; and (iv) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments and Additional Payment Obligations; provided, however, that if the Governmental Unit, its successors or assigns, shall well and truly pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, according to the true intent and meaning hereof, or shall provide, as permitted by Article VIII of this Loan Agreement for the payment hereof and shall pay all other amounts due or to become due under this Loan Agreement in accordance with its terms and provisions, then, upon such final payment or provision for payment by the Governmental Unit, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Principal Component and Interest Component when due, the payment schedule of which is attached hereto as Exhibit "B."

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the Finance Authority acknowledge and agree that the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that this Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit for any other purposes permitted by law.

Section 5.2 <u>Payment Obligations of Governmental Unit</u>. As provided in the Intercept Agreement, the Distributing State Agency shall cause to be transferred to the Finance Authority or its designee, on behalf of the Governmental Unit, all payments due on the Loan from the Pledged Revenues or special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues). The Finance Authority Debt Service Account shall be established and held by the Finance Authority on behalf of the Governmental Unit. All Pledged Revenues received by the Finance Authority pursuant to the Intercept Agreement shall be accounted for and maintained on an ongoing basis by the Finance Authority in the Finance Authority Debt Service Account or used for repayment of Loan Agreement Payments paid by the special reserve funds of the Finance Authority, and all Loan Agreement Payments shall be remitted to the Trustee. The amounts on deposit in the Finance

Authority Debt Service Account shall be expended and used by the Finance Authority or the Trustee, as the case may be, only in the manner and order of priority specified below.

- (a) As a first charge and lien, but not an exclusive first charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by the outstanding Parity Obligations), the Governmental Unit shall remit to the Finance Authority, and the Finance Authority shall transfer and deposit into the Finance Authority Debt Service Account, the following from the Pledged Revenues received pursuant to the Intercept Agreement from the Governmental Unit, which the Finance Authority shall transfer to the Trustee in accordance with the Indenture:
- (i) <u>Interest Components</u>. Amounts necessary to pay the Interest Components coming due on this Loan Agreement on December 1 and June 1 of each Fiscal Year beginning with the Fiscal Year ending June 30, 2025, as described in <u>Exhibit "B;"</u>
- (ii) <u>Principal Payments</u>. Amounts necessary to pay the Principal Components coming due on this Loan Agreement on December 1 of each Fiscal Year beginning with the Fiscal Year ending June 30, 2025, as described in <u>Exhibit "B."</u>
- (b) Each Loan Agreement Payment shall be transferred by the Finance Authority from the Finance Authority Debt Service Account to the Trustee.
- (c) Subject to the foregoing deposits, the Finance Authority or the Trustee shall annually use the balance of the Pledged Revenues received, if any, at the request of the Governmental Unit: (i) to credit against upcoming Loan Agreement Payments; or (ii) to distribute to the Governmental Unit for any purpose permitted by law.
- Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the Finance Authority at the address designated in Section 11.1 herein, for remittance to the Trustee. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the Finance Authority, the Trustee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.
- Section 5.4 <u>Disposition of Payments by the Trustee</u>. The Trustee shall deposit all moneys received from the Finance Authority under this Loan Agreement in accordance with the Indenture.
- Section 5.5 <u>Additional Parity Obligations</u>. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from the Pledged Revenues, nor to prevent the issuance of bonds or

other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund subordinate obligations as provided in Section 5.6 hereof), the Governmental Unit shall obtain the written consent of the Finance Authority and it must be determined that:

- (a) The Governmental Unit is then current in all of the accumulations required to be made into the Finance Authority Debt Service Account as provided herein.
- (b) No default shall exist in connection with any of the covenants or requirements of the Ordinance or this Loan Agreement.
- (c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of the issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing two hundred percent (200%) of the combined maximum Aggregate Annual Debt Service Requirement coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).
- (d) A written certification or opinion by the Governmental Unit's Treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.
- (e) With prior written notice to Finance Authority, no provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.6 hereof.
- (f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior and superior to this Loan Agreement.
- Section 5.6 <u>Refunding Obligations</u>. The provisions of Section 5.5 hereof are subject to the following exceptions:
- (a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at

the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (e) of Section 5.5 hereof and in subparagraphs (b) and (c) of this Section.

- (b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:
- (i) The outstanding obligations so refunded are Parity Obligations and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or
- (ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof.
- (c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of the same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:
- (i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations and by the outstanding obligations not refunded on and prior to the last maturity date of such unrefunded obligations; or
- (ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof; or
- (iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.
- (d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).
- Section 5.7 <u>Investment of Governmental Unit Funds</u>. Money on deposit in the Finance Authority Debt Service Account established by the Finance Authority for the Governmental Unit may be invested by the Finance Authority in Permitted Investments at the discretion of the

Finance Authority. Money on deposit in the Program Account held by the Trustee and created hereunder may be invested by the Trustee in Permitted Investments at the written direction of the Finance Authority or at the discretion of the Trustee. Any earnings on any of said accounts shall be held and administered in the account and utilized in the same manner as the other moneys on deposit therein.

Section 5.8 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of the Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI THE PROJECT

Section 6.1 Agreement to Acquire and Complete the Project. The Governmental Unit hereby agrees that to effectuate the purposes of this Loan Agreement and to effectuate the acquisition and construction of the Project, it shall make, execute, acknowledge, and transmit any contracts, orders, receipts, writings, and instructions with any other persons, firms, or corporations and, in general, do all things which may be requisite or proper to acquire and construct the Project. The Governmental Unit agrees to acquire and construct the Project through the application of moneys to be disbursed from the Program Account pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 <u>Disbursements from the Program Account.</u> So long as no Event of Default shall occur, the Trustee shall disburse moneys from the Program Account in accordance with Section 6.2 of the Indenture upon receipt by the Trustee of a requisition substantially in the form of <u>Exhibit "C"</u> attached hereto signed by an Authorized Officer of the Governmental Unit.

No disbursement shall be made from the Program Account without the approval of Bond Counsel: (i) to reimburse the Governmental Unit's own funds for expenditures made prior to the Closing Date; (ii) to refund or advance refund any tax-exempt obligations issued by or on behalf of the Governmental Unit; (iii) to be used, directly or indirectly, to finance a project used or to be used in the trade or business of a person who is not a "governmental unit," within the meaning of Section 141(b)(6) of the Code; or (iv) to expend funds after the date that is three (3) years after the execution and delivery of this Loan Agreement.

Section 6.3 Completion and Acquisition of the Project. Upon completion of the acquisition and construction of the Project, an Authorized Officer of the Governmental Unit shall deliver a certificate to the Finance Authority and the Trustee substantially in the form of Exhibit "D" attached hereto stating that, to the best of his or her knowledge, the Project has been completed and accepted by the Governmental Unit, and all costs have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 <u>Application of Loan Agreement Proceeds Subsequent to Completion of the Project</u>. Upon completion of the Project as signified by delivery of the completion certificate contemplated in Section 6.3 hereof, or in the event that the Finance Authority and the Trustee shall not have received a certificate of completion as required by Section 6.3 hereof by the date three (3) years from the Closing Date (or such later date as is approved in writing by Bond Counsel), the Trustee shall transfer the amounts remaining in the Program Account (except amounts necessary for payment of amounts not then due and payable) to the Finance Authority Debt Service Account and such amounts shall be used for the payment of Loan Agreement Payments.

ARTICLE VII COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

- Section 7.1 <u>Further Assurances and Corrective Instruments</u>. The Finance Authority and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.
- Section 7.2 <u>Finance Authority and Governmental Unit Representatives</u>. Whenever under the provisions hereof the approval of the Finance Authority or the Governmental Unit is required, or the Governmental Unit or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Governmental Unit by an Authorized Officer of the Finance Authority or the Governmental Unit, as the case may be, and any party hereto shall be authorized to act on any such approval or request.
- Section 7.3 <u>Requirements of Law.</u> During the Loan Agreement Term, the Governmental Unit and the Finance Authority shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.
- Section 7.4 <u>First Lien; Equality of Liens</u>. The Loan Agreement Payments constitute an irrevocable first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a first lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.
- Section 7.5 <u>Expeditious Completion</u>. The Governmental Unit shall complete the Project with all practical dispatch.

Section 7.6 [RESERVED].

Arbitrage Rebate Exemption. The Governmental Unit hereby certifies and Section 7.7 warrants that it will, for the purpose of qualifying for the exception contained in Section 148(f)(4)(D) of the Code, adhere to the requirement to rebate arbitrage earnings from investments of the proceeds of the Loan Agreement (the "Rebate Exemption"), and that: (i) this Loan Agreement is issued by the Governmental Unit which has general taxing powers; (ii) neither this Loan Agreement nor any portion thereof is a private activity bond as defined in Section 141 of the Code ("Private Activity Bond"); (iii) all of the net proceeds of this Loan Agreement are to be used for local government activities of the Governmental Unit (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Governmental Unit); and (iv) neither the Governmental Unit nor any aggregated issuer has issued or is reasonably expected to issue any Tax-Exempt Bonds other than (A) Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) and (B) those issued to refund (other than to advance refund (as used in the Code)) any bond to the extent the amount of the refunding bond does not exceed the outstanding amount of the refunded bond, during the current calendar year, which would in the aggregate amount exceed \$5,000,000. For purposes of this paragraph, "aggregated issuer" means any entity which: (a) issues obligations on behalf of the Governmental Unit: (b) derives its issuing authority from the Governmental Unit; or (c) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e). The Governmental Unit hereby represents that it has not created, does not intend to create, and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D) of the Code.

Accordingly, with respect to the Loan Agreement, the Governmental Unit will qualify for the rebate exemption granted under Section 148(f)(4)(D) of the Code and the Governmental Unit shall be treated as meeting the requirements of paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States.

The Governmental Unit hereby further represents and covenants that if it is determined that rebatable arbitrage, as that term is defined under Section 148 of the Code and related regulations, is required to be paid to the United States, that it will pay such rebatable arbitrage.

ARTICLE VIII PREPAYMENT OF LOAN AGREEMENT PAYMENTS

Section 8.1 <u>Prepayment.</u> The Governmental Unit is hereby granted the option to prepay any of the Principal Components of this Loan Agreement in whole or in part on any day on or after ten (10) years following the Closing Date without penalty or prepayment premium. The Governmental Unit may designate the due dates of any Principal Components being prepaid in the event of a partial prepayment. Notice of intent to make such prepayment shall be provided to the Finance Authority and the Trustee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The Trustee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

Defeasance. Should the Governmental Unit pay or make provision for Section 8.2 payment of the Loan such that all amounts due pursuant to this Loan Agreement shall be deemed to have been paid and defeased, then the Loan Agreement Payments hereunder shall also be deemed to have been paid, the Governmental Unit's payment obligations hereunder shall be terminated, this Loan Agreement and all obligations contained herein shall be discharged and the pledge hereof released. Such payment shall be deemed made when the Governmental Unit has deposited with an escrow agent, in trust, (i) moneys sufficient to make such payment, and/or (ii) noncallable Government Obligations maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and when all necessary and proper expenses of the Finance Authority have been paid or provided for. In the event the Governmental Unit makes provisions for defeasance of this Loan Agreement, the Governmental Unit shall cause to be delivered (1) a report of an independent nationally recognized certified public accountant verifying the sufficiency of the escrow established to pay this Loan Agreement in full when due or upon an irrevocably designated prepayment date, and (2) an opinion of Bond Counsel to the effect that this Loan Agreement is no longer outstanding, each of which shall be addressed and delivered to the Finance Authority. Obligations within the meaning of this Section 8.2, unless otherwise approved by the Finance Authority, shall include only (1) cash, (2) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series - "SLGs"), and (3) obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

ARTICLE IX INDEMNIFICATION

From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the Finance Authority and the Trustee harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition or operation of the Project during the Loan Agreement Term, from: (i) any act of negligence or other misconduct of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan Agreement proceeds and interest on the investment thereof. The Governmental Unit shall indemnify and save the Finance Authority and the Trustee harmless, from and to the extent of the available Pledged Revenues, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Finance Authority or the Trustee, shall defend the Finance Authority or the Trustee, as applicable, in any such action or proceeding.

ARTICLE X EVENTS OF DEFAULT AND REMEDIES

Section 10.1 <u>Events of Default Defined</u>. Any one of the following shall be an Event of Default under this Loan Agreement:

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable;

- (b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the Governmental Unit by the Finance Authority or the Trustee unless the Finance Authority and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority or the Trustee but cannot be cured within the applicable thirty (30) day period, the Finance Authority and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default);
- (c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect;
- (d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;
- (e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or
- (f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.
- Section 10.2 <u>Remedies on Default</u>. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Finance Authority or the Trustee may take any or all of the following actions as may appear necessary or desirable to collect the payments then

due and to become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement or the Intercept Agreement:

- (a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the Finance Authority and the Trustee under this Loan Agreement and the Intercept Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or
- (b) By suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority or the Trustee; or
- (c) Intervene in judicial proceedings that affect this Loan Agreement or the Pledged Revenues; or
- (d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues; or
- (e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or to enforce any other of its rights thereunder; or
- (f) Apply any amounts in the Program Account toward satisfaction of any of the obligations of the Governmental Unit under this Loan Agreement.
- Section 10.3 <u>Limitations on Remedies</u>. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.
- Section 10.4 No Remedy Exclusive. Subject to Section 10.3 hereof, no remedy herein conferred upon or reserved to the Finance Authority or the Trustee is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority or the Trustee to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.
- Section 10.5 <u>Waivers of Events of Default</u>. The Finance Authority or the Trustee may in their discretion waive by written waiver any Event of Default hereunder and the consequences of such an Event of Default provided, however, that there shall not be waived: (i) any Event of Default in the payment of the principal of this Loan Agreement at the date when due as specified herein; or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payments of principal and all expenses of the Finance Authority or the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the

Finance Authority or the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority and the Trustee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Governmental Unit shall default under any of the provisions hereof and the Finance Authority or the Trustee shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit herein contained, the Governmental Unit agrees that it shall on demand therefor pay to the Finance Authority or the Trustee, as applicable, the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE XI **MISCELLANEOUS**

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows: Governmental Unit, 300 S. Third Street, Tucumcari, New Mexico 88401, Attention: County Manager, if to the Finance Authority, New Mexico Finance Authority, 810 West San Mateo Road, Santa Fe, New Mexico 87505, Attention: Chief Executive Officer; and if to the Trustee, BOKF, NA, 100 Sun Avenue N.E., Suite 500, Albuquerque, New Mexico 87109, Attention: Trust Division. The Governmental Unit, the Finance Authority, and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Amendments. The Governmental Unit agrees that this Loan Agreement will not be amended without the prior written consent of the Finance Authority, and, if the Loan has been pledged under the Indenture (as defined herein), without the prior written consent of the Trustee (as defined herein), the Finance Authority and the Governmental Unit, pursuant to the Indenture

Section 11.4 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant, or agreement contained in this Loan Agreement shall be

had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, either directly or through the Finance Authority, or against any officer, employee, director, trustee of the Governmental Unit, or any member of the Governing Body, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute, constitution, or otherwise, of any such officer, employee, director, trustee of the Governmental Unit, or any member of the Governmental Body or of the Finance Authority is hereby expressly waived and released by the Governmental Unit and by the Finance Authority as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.5 <u>Severability</u>. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.6 <u>Execution in Counterparts</u>. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 <u>Assignment by the Finance Authority</u>. Pursuant to the Indenture, this Loan Agreement and the Intercept Agreement may be assigned and transferred by the Finance Authority to the Trustee, which assignment and transfer is hereby acknowledged and approved by the Governmental Unit.

Section 11.8 <u>Compliance with Governing Law.</u> It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.9 <u>Applicable Law</u>. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.10 <u>Captions</u>. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

[Signature pages follow]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as approved by the Board of Directors of the Finance Authority on [MONTH] [DAY], 2025, has executed this Loan Agreement in its corporate name by its duly authorized officer; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

effective as of the date first above written.	
	NEW MEXICO FINANCE AUTHORITY
	By
	Marquita D. Russel, Chief Executive Officer
PREPARED FOR EXECUTION BY OFFICE THE NEW MEXICO FINANCE AUTHOR'S Sutin, Thayer & Browne A Professional Coras Loan Counsel	ITY:
Ву	
Suzanne Wood Bruckner	
APPROVED FOR EXECUTION BY OFFICE	
THE NEW MEXICO FINANCE AUTHOR	ITY:
By Mark Chaiken Chief Legal Officer	

BOARD OF COUNTY COMMISSIONERS OF QUAY COUNTY, NEW MEXICO

[SEAL]

Jerri Rush, Chair

ATTEST:

Veronica Manley, County Clerk

EXHIBIT "A"

TERM SHEET

New Mexico Finance Authority Loan No. PPRF-6685

Governmental Unit:

Quay County, New Mexico

Project Description:

Construction of a facility to serve as a new critical access

hospital to be located in Tucumcari, New Mexico

Loan Agreement

Principal Amount:

\$[21,590,000]

[Disadvantaged Funding Amount:]

\$[0.00]

Pledged Revenues:

[INSERT DESCRIPTION OF PLEDGED REVENUES]

Coverage Ratio:

125%

Distributing State Agency:

New Mexico Taxation and Revenue Department

Currently Outstanding Parity

Obligations:

[LIST OUTSTANDING OBLIGATIONS]

Additional Parity Bonds Test:

200%

Authorizing Legislation:

Ordinance No. 58 adopted on July 14, 2025

Closing Date:

[MONTH] [DAY], 2025

Blended Interest Rate:

[INTEREST RATE]%

Program Account Deposit:

\$[20,090,000.00]

Debt Service Reserve Deposit

\$[1,322,962.50]

Costs of Issuance:

\$[175,000.00]

Finance Authority Debt Service

Account Deposit:

\$[2,037.50]

First Interest Payment Date:

December 1, 2025

First Principal Payment Date:

December 1, 202

Final Payment Date:

December 1, 2054

PROGRAM ACCOUNT DEPOSITS MUST BE USED WITHIN THREE YEARS UNLESS A LATER DATE IS APPROVED IN WRITING TO THE TRUSTEE AND THE FINANCE AUTHORITY BY BOND COUNSEL TO THE FINANCE AUTHORITY

EXHIBIT "C"

FORM OF REQUISITION

RE:	\$[21,590,000] Loan Agreement by and between Quay County, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").				
то:	BOKF, NA c/o New Mexico Finance Authority PPRF@nmfa.net				
(2025	are hereby authorized to disburse from Infrastructure Loan New Hospital), ollowing:	n the Program Account - Quay County, New Mexico with regard to the above-referenced Loan Agreement			
LOA	N NO. PPRF-6685	CLOSING DATE: [MONTH] [DAY], 2025			
REQ	UISITION NUMBER:				
NAM	ME AND ADDRESS OF PAYEE:				
AMC	OUNT OF PAYMENT:	\$			
PUR	POSE OF PAYMENT:				
กลุงเล	ble has not been the subject of any i	nentioned herein is for costs of the Project, is due and revious requisition and is a proper charge against the exico (2025 Infrastructure Loan New Hospital).			
true	representations contained in the Loan and correct and Quay County, New ained therein.	Agreement and the related closing documents remain Mexico, is not in breach of any of the covenants			
Ouar	is is the final requisition, payment or y County, New Mexico, shall, and und truction of the Project from other lega	f costs of the Project is complete or, if not complete, erstands its obligation to, complete the acquisition and lly available funds.			
Capi	italized terms used herein, are used as	defined or used in the Loan Agreement.			
DAT	TED:	ByAuthorized Officer of Borrower			
		Title			
		Title(Print Name and Title)			
		C-1			

Loan Agreement Quay County, Loan No. PPRF-5924 4074820.2 4882118v1

EXHIBIT "D"

CERTIFICATE OF COMPLETION

RE: \$[21,590,000] Loan Agreement by and between Quay County, New Mexico, and the

New Mexico Finance Authority (the "Loan Agreement").

TO: New Mexico Finance Authority

PPRF@nmfa.net

[Rich Wood] [Senior Vice President] BOKF, NA 100 Sun Avenue NE, Suite 500 Albuquerque, New Mexico 87109

LOAN NO.: PPRF-6685

CLOSING DATE: [MONTH] [DAY], 2025

In accordance with Section 6.3 of the Loan Agreement, the undersigned states, to the best of his or her knowledge, that the acquisition of the Project has been completed and accepted by the Governmental Unit, and all costs have been paid as of the date of this Certificate. Notwithstanding the foregoing, this certification is given without prejudice to any rights against third parties which exist at the date of this Certificate or which may subsequently come into being.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED: 7-14/- 25

Authorized Officer of Governmental Unit

Print Name and Titl

D-1

Title

Loan Agreement Quay County, Loan No. PPRF-5924 4074820.2 4882118v1

INTERCEPT AGREEMENT

This INTERCEPT AGREEMENT is made and entered into [MONTH] [DAY], 2025, by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), a public body politic and corporate constituting a governmental instrumentality separate and apart from the State of New Mexico (the "State") under the laws of the State and QUAY COUNTY, NEW MEXICO, a political subdivision duly organized and existing under the laws of the State (the "Governmental Unit").

WITNESSETH:

WHEREAS, Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, authorized the creation of the Finance Authority within the State to assist in financing the cost of public projects of participating qualified entities, including the Governmental Unit, such as the construction of a new critical access hospital facility for use by the Governmental Unit; and

WHEREAS, pursuant to Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, and Sections 4-62-1 through 4-62-10, NMSA 1978, as amended (collectively, the "Act"), the Finance Authority and the Governmental Unit are authorized to enter into agreements to facilitate the financing of the Project as described in the Loan Agreement by and between the Finance Authority and the Governmental Unit of even date herewith (the "Loan Agreement"); and

WHEREAS, the Governmental Unit desires to acquire the Project and such acquisition is permitted under the Act; and

WHEREAS, the Finance Authority has established its Loan Program (the "Program") funded by its public project revolving fund (as defined in the Act) for the financing of infrastructure and equipment projects upon the execution of the Loan Agreement and the assignment of loan agreements to a trustee (the "Trustee"); and

WHEREAS, the Governmental Unit desires to borrow \$[21,590,000] from the Program for the purpose of financing the acquisition of the Project, which Loan is to be governed by this Intercept Agreement and by the Loan Agreement; and

WHEREAS, the Act confers upon the Finance Authority the authority to loan funds to the Governmental Unit to finance the Project, and Sections 7-1-6.13 and 7-1-6.15, NMSA 1978, as amended, authorizes the Governmental Unit to direct that its distribution of County Gross Receipts Tax, and County Local Hospital Gross Receipts Tax (the "Pledged Revenues") from the State Taxation and Revenue Department (the "Distributing State Agency") be paid to the Finance Authority or its assignee, to secure payments under the Loan Agreement;

NOW THEREFORE, the parties hereto agree:

Unless otherwise defined in this Intercept Agreement and except where the context by clear implication otherwise requires, capitalized terms used in this Intercept Agreement shall have for all purposes of this Intercept Agreement the meanings assigned thereto in the Loan Agreement and the Indenture, as defined in the Loan Agreement.

Section 1. <u>Authorization to the Finance Authority</u>. The Governmental Unit hereby recognizes that the Finance Authority has made a Loan to the Governmental Unit in the amount of \$[21,590,000] to finance the acquisition and construction of the Project. Pursuant to the Loan Agreement and this Intercept Agreement, the Loan and all Loan Agreement Payments on the Loan made by or on behalf of the Governmental Unit shall be collected by the Finance Authority and remitted to the Trustee. All payments due on the Loan from the Pledged Revenues shall be paid by the Distributing State Agency to the Finance Authority or its designee, on behalf of the Governmental Unit, from scheduled distributions of the Pledged Revenues in accordance with the Intercept Schedule attached hereto as Exhibit "A" (the "Intercept Schedule").

This Intercept Agreement shall be deemed a written certification, authorization and request by the Governmental Unit to the Distributing State Agency to pay to the Finance Authority, on behalf of the Governmental Unit, sums shown on the Intercept Schedule from distributions of the Pledged Revenues pursuant to Sections 7-1-6.13 and 7-1-6.15, NMSA 1978, as amended, to ensure compliance with the Loan Agreement and repayment of the Loan. Upon written notice to the Distributing State Agency from the Finance Authority, the amount of the Pledged Revenues to be paid to the Finance Authority shall be increased from the amounts shown on Exhibit "A" to defray any delinquencies in the Finance Authority Debt Service Account or Loan Agreement Reserve Account, if any, established for the Governmental Unit. Any accumulation of the Pledged Revenues in an amount in excess of the next Loan Agreement Payment and the Loan Agreement Reserve Requirement, if any, shall be redirected by the Finance Authority to the benefit of the Governmental Unit on a timely basis as provided in Section 5.2 of the Loan Agreement.

To the extent applicable and to the extent that the Pledged Revenues are insufficient to meet the debt service requirements due on the Loan and other Parity Obligations (as defined in the Loan Agreement), if any, now or hereafter issued or incurred, the amounts intercepted under this Intercept Agreement shall be applied to allow partial payment on a pro-rata basis of the debt service due and owing on the Loan Agreement and other Parity Obligations, if any.

Section 2. <u>Term; Amendments</u>. This Intercept Agreement will remain in full force and effect from its effective date as herein provided until such time as the Loan made pursuant to the Loan Agreement and this Intercept Agreement have been paid in full. Nothing herein shall be deemed in any way to limit or restrict the Governmental Unit from issuing its own obligations, providing its own program or participating in any other program for the financing of public projects which the Governmental Unit may choose to finance. This Intercept Agreement may be amended only by written instrument signed by the parties hereto.

- Section 3. <u>Authorization</u>. The execution and performance of the terms of this Intercept Agreement have been authorized and approved by Ordinance No. 58, passed and adopted on July 14, 2025, by the Governing Body of the Governmental Unit, which Ordinance is in full force and effect on the date hereof.
- Section 4. <u>Severability of Invalid Provisions</u>. If any one or more of the provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be deemed separable from the remaining provisions and shall in no way affect the validity of any of the other provisions hereof.
- Section 5. <u>Counterparts</u>. This Intercept Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- Section 6. <u>Further Authorization</u>. The Governmental Unit agrees that the Finance Authority shall do all things necessary or convenient to the implementation of the Program to facilitate the Loan to the Governmental Unit.
- Section 7. <u>Effective Date</u>. This Intercept Agreement shall take effect on the Closing Date of the Loan.
- Section 8. <u>Initial Intercept Date</u>. As indicated on the Intercept Schedule, the first distribution of the Pledged Revenues that is to be intercepted by the Distributing State Agency under the terms of this Intercept Agreement consists of Pledged Revenues due to the Governmental Unit distributed in [MONTH], 2025.
- Section 9. <u>Final Intercept Date</u>. Once the Loan has been fully paid off and satisfied, Finance Authority shall provide written notice to the Distributing State Agency to discontinue the interception of the Governmental Unit's Pledged Revenues.

[Remainder of page left intentionally blank]

[Signature page follows]

IN WITNESS WHEREOF, the parties to this Intercept Agreement have caused their names to be affixed hereto by the proper officers thereof as of the date first above written

written.	
	NEW MEXICO FINANCE AUTHORITY
	By
	BOARD OF COUNTY COMMISSIONERS OF QUAY COUNTY, NEW MEXICO
	By Jun Andrews Jerri Rush, Chair
(SEAL)	
Attest:	Ma. Ma
By Veronica Manley, County	Clerk
Acknowledged:	
By, Ta:	xation and Revenue Department

Date____

EXHIBIT "A"

INTERCEPT SCHEDULE QUAY COUNTY, NEW MEXICO

Payment Dates	Pledged Revenues	Amount
Monthly beginning [MONTH], [2025] through [MONTH], [2054]	A total of three-eighths of one percent (0.375%) County Gross Receipts Tax pursuant to former Section 7-20-3, NMSA 1978, which tax was deearmarked and is now enforceable under Section 7-20E-9 NMSA 1978, as amended, and the Tax Ordinance No. 6, passed and approved by the Governmental Unit on June 2, 1987, and effective on January 1, 1988, and amendments to such ordinance adopted on September 14, 1987 and March 27, 2020); and a total of one-half of one percent (0.5%) County Local Hospital Gross Receipts Tax, originally imposed pursuant to former Section 7-20C-3, NMSA 1978, which tax was deearmarked and is now enforceable	\$[AMOUNT]
	under Section 7-20E-9, NMSA 1978, as amended, and the Tax Ordinance No. 41, passed and approved by the Governmental Unit on July 23, 2007, and effective on January 1, 2008; which distributions are made monthly by the State Taxation and Revenue Department	

Organization Nam	e: Presbyterian Medical Services	Contract #	ct #: 2566520050000100		
Reporting Site:	Quay CO FHC	# of Clinic	cs:	Month: June-25	
	Action Plan Item		Act	ual Monthly Level	
Level of	Total Number of Primary Care Encounters	_		321	
Operations	By Provider Type:		"		
	Physician Encounters				
	Midlevel Practitioner Encounters	_		321	
	Dentist Encounters		-		
	Dental Hygienist Encounters	_	•		
	Behavioral Health Encounters	_			
	All Other Licensed/Certified Provider Enco	unters			
	By Payment Source:				
	Sliding Fee Encounters-Medical			26	
	Sliding Fee Encounters - Dental				
	Sliding Fee Encounters - Behavioral H	lealth			
	Medicaid Encounters - Medical			82	
	Medicaid Encounters - Dental				
	Medicaid Encounters - Behavioral Hea	ilth			
	County Indigent Encounters				
	Other 3 rd Party Encounters			108	
	Medicare Encounters			102	
	100% Self Pay (non-discounted/non-3 rd part	ty)		3	
Unduplicated	Total # of unduplicated users			46	
Number of Users	Below 100% Poverty			20	
	Between 100% and 200% of Poverty		23		
	Above 201% of Poverty			3	
	Unknown				
Staffing Level		Clini	cal FTEs	Admin FTEs	
	Physicians			<u> </u>	
	Certified Nurse Practitioners		2.00		
ĺ	Physician Assistants				
	Certified Nurse Midwives				
	Dentists				
	Dental Hygienists				
	Behavioral Health Professionals (linked to BH en				
i	Community Health Workers				
	Clinical Support Staff		3.20		
	Administrative Staff		3.	00	
	All Other Staff			50	
Narrative Update	Collaboration with public and private p	providers, S	BHCs, and trib	al (638) health centers:	
Questions	RPHCA contractors are expected to work of	cooperative	l y with local pro	viders to maximize delivery	
	of primary health care services . Describe thi			llaborative efforts with other	
	providers in t				
	There were no health fairs or other events to participate in this month. There is one scheduled in Ju				
	that we plan to participate in.				
	Did you have a clinic lay Vaccination Clinic) this month that did not count as a second as				
	Did you have a clinic (ex. Vaccination Clinic) this month that did not count as encounters for				
	Primary Care patients? If so, please explain what kind of clinic and number of patients seen.				
	No.				
	No.				
	Significant update and/or challer			Plan this month:	
	Had a provider	out on vacat	tion for a week.		
Prepared by:	K. Greg Smith		Date:	7/10/2025	

6/30/2025 Invoice Date: NEW MEXICO DEPARTMENT OF HEALTH QUAY COUNTY Public Health Division - Population and Community Health Bureau PO Box 1246 Office of Primary Care and Rural Health Tucumcari, NM 88401 5300 Homestead Rd NE, Suite 100 (The above address is triatcher with your DFA Vendor Registration Number information, DC NGT CHANGE) Address change must be made with DFA. Albuquerque, NM 87110 06/30/25 OPCRH FY25 Invoice # v. 09.24.2024 INVOICE FOR THE PERIOD Contract # 25 665 2005 00001 00 Contract Pariod: 06/30/25 06/01/25 ENDING: BEGINNING: P.O. # 66500-0000200259 9/8/24-4/30/25 **Cumulative Cost** Cumulative Cost Balance Incurred Cost **Funded Contract** to Date at End of Prior Expenditure Category (B - E) **Current Period** Amount (C + D) Period n 4,566.66 \$ \$ 4,566.66 Report showing Projected Level of Operations forms. 4,566.66 4,566.67 4,566.67 4,566.67 \$ II. Contract Action Plan whick will include A-Q 4,566.67 4,566.67 4.566.67 III. QI/QA Plan for each reporting clinic site will include A-C 98,220.00 \$ 90,035,00 8.185.00 98,220.00 IV. Level of Operations Monthly Narrative Report will include A-L \$ TOTAL COST S 103,735.00 8,185.00 111,920.00 111,920.00 I certify that these expenditures are for the appropriate purposes and in accordance with the contract. Contract Monkor Authorized Approval Signature: Contractor Signature: Date Approved: 2 195 Date Prepared: This section intentionally left BLANK (for DOH OFFICE USE ONLY) (Cannot be dated prior to end of Invoice Period) To ENSURE PROMPT PAYMENT. ALL Information must be COMPLETE and ACCURATE. DO NOT re-create this form, it is important that the electronic invoice formatting remains the same and includes ALL GIVEN INFORMATION with NO CHANGES made. (FY22)

Page 1 of 1

Contract # 25 665 2005 00001 00

Invoice No.

Jun-25

PRESBYTERIAN MEDICAL SERVICES QUAY COUNTY FAMILY HEALTH CENTER 1302 EAST MAIN STREET TUCUMCARI, NM 88401

INVOICE

Customer Name Address City Phone	Quay County PO Box 1246 Tucumcari	State NM	ZIP 88401	Misc Date Order No. Rep FOB	7/2/2025
Qty	Ouay RPHCA Contr	Description act-25 665 200500001 0	 	Unit Price	TOTAL
	Baseline/Annual Re				
1	Daily operations of C	Quay County Family Hea	elth Center - June-25	\$ 8,185.00	\$ 8,185.00
					i :
				į	1
	!				
				i	
		 -		SubTotal Shipping	\$8,185.00
<u>Payment</u>	Select Ōne		Tax Rate		
Comments Name				TOTAL	\$ 8,185.00
CC # Expires	⁻		! P	MS Contract Autl	norization #
,			ļ		
İ	Please remit n	ayment to the address a	hove Any questions (call 575-461-220	0
	т теазе теллік р		boro. They quoditoria		-

We appreciate your confidence in our team!



Quay County Government

300 South Third Street, Tucumcari, NM 88401 Post Office Box 1246 Phone: (575)461-2112 Fax: (575) 461-6208

Honorable Secretary Chris Wright

U.S. Department of Energy

1000 Independence Avenue, SW

Washington, DC 20585

June 27, 2025

Dear Mr. Wright,

Despite many letters and resolutions about the National Interest Electric Transmission Corridor (NIETC) that is proposed for Eastern New Mexico, Quay County still has not received any feedback.

Quay County NM is requesting Cooperating Status from the Department of Energy according to NEPA.

Thank you,

Jerri Rush

Quay County Commission Chair



Quay County Government

300 South Third Street, Tucumcari, NM 88401 Post Office Box 1246 Phone: (575)461-2112 Fax: (575) 461-6208

Resolution No. 1

SUPPORTING CATRON AND SOCORRO COUNTY'S DECLARATION OF DISASTER DUE TO EXTREME AND CONTINUAL INJURY AND DAMAGE CAUSED BY MEXICAN WOLVES

WHEREAS, the Board of County Commissioners of Quay County, New Mexico adopted Resolution 1 on July 14, 2025, to formally declare a public-safety disaster in Quay County due to the threat of injury and damage caused by Mexican wolves; and

WHEREAS, the Board of County Commissioners of Quay County, New Mexico adopted Resolution No. 1 on July 1, 2025, to formally declare a public-safety disaster in Quay County due to the threat of injury and damage caused by Mexican wolves; and

WHEREAS, for decades, the Federal Government has imposed and enlarged the Mexican Wolf Recovery Program on the citizens of Catron County and more recently in Socorro County without regard to public safety or damage to the livestock industry, which is a key socioeconomic factor and major land use in Catron and Socorro Counties; and

WHEREAS, the Federal Government has repeatedly increased its minimum recovery objectives for Mexican wolves and misrepresented the nature and impact of Mexican wolves on both the public and livestock, insisting that they would only be minimally affected, officially stating that "Mexican wolves predominantly prey on elk in the United States"; and

WHEREAS, the Mexican wolves are increasingly habituated and aggressive as evidenced by numerous incidents of them stalking children, roaming in and around communities, snatching pets from porches, killing horses and cattle, and otherwise endangering the safety of residents and visitors, causing widespread fear and trauma in local communities; and

WHEREAS, these aggressive and habituated tendencies have been exasperated by recovery efforts which include activities such as breeding, whelping, feeding, tagging, transporting, and doctoring of wolves by humans throughout their lives, thereby removing their natural fear of humans and their habitats; and

WHEREAS, the damage from Mexican wolves has caused undue hardship and suffering that threatens the safety, health, welfare, well-being, and livelihoods of our communities and if not addressed immediately will likely result in further injury and damage to the people, property, and economic well-being of Catron and neighboring counties; and

WHEREAS, Catron and Socorro County's Resolutions acknowledge that all locally available public and private resources are insufficient to cope with the escalating wolf crisis; and

WHEREAS, Quay County recognizes the inadequacy of local resources to respond to the severity of the crisis in Catron and Socorro Counties, which continues to escalate, and threatens broader regional economic stability, cultural heritage and public health and safety.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Quay County formally supports Catron and Socorro County's declarations of a public-safety disaster and urges the Governor of the State of New Mexico and relevant state and federal agencies to immediately respond with funding, personnel and emergency resources as requested by these counties as the conditions reported constitute a continuing and regional emergency requiring urgent and sustained intergovernmental coordination.

BE IT FURTHER RESOLVED that the Quay County Board of Commissioners calls upon all appropriate agencies, including the New Mexico Department of Homeland Security and Emergency Management, the Department of Game and Fish, the Department of Finance and Administration, as well as the U.S. Fish and Wildlife Service to take immediate steps to mitigate further harm and restore balance to impacted areas.

Passed and adopted this 14th day of July 2025.

BOARD OF QUAY COUNTY COMMISSIONERS

Jerri Rush Chairwoman

Brian Fortner, Member

Dallas Dowell, Member

ATTEST:

Veronica Manley, Quay County Clerk



PROPOSAL

Main (505) 761-9696 Fax (505) 761-9875 5000 Edith Blvd. NE Albuquerque, NM 87107



TLCplumbing.com

Lic 414079

Quay Co Detention Center- Plumbing 23x chases with new piping-install new fixtures and valves

Quay County Detention Center

223 West High Steet
Tucumcari, NM 88401
United States

Georgia Gallegos

georgia.gallegos@quaycounty-nm.gov 575-403-7753 Reference. 20250616-094844991 Quote created; June 16, 2025 Quote expires: July 16, 2025 Quote created by: Adrian Maestas Journeyman Plumber amaestas@tlcplumbing.com +15053624638

Scope of Work Quoted By Adrian

Plumbing proposal -

INSTALL 19x NEW tamper-proof toilet/sink combos and 2x showers in units A,B,C,D and Jas units A,B,C,D and Jas units as the booking and isolation cells, detox cells and holding cells. TLC will replace Sloan valves and plumbing fixtures in those units and get the plumbing up to Nm code. TLC will be at the jail for 1-2 months setting all the new Sloan valves/fixtures and PIPING in 23 different chases, TLC will make sure everything is working properly after install .TLC will snake and camera waste lines in the building to get the sewer lines cleared and working correctly. TLC will also upsize the vent for the water heater as well so it stops turning off. PERFORMANCE BOND and WAGE DECISION: included in this proposal (Davis bacon wages)

Existing Fixture Removal:

- Safely disconnect and remove existing toilet and lavatory/shower fixtures, including all plumbing connections and mounting hardware from each of the locations.
- Properly dispose of all old materials off-site, adhering to facility and local waste disposal regulations.

Surface Preparation & Rough-in Adjustment:

- Prepare the wall/floor surface for each new combo unit and shower, ensuring it is clean, sound, and able to support the fixture's weight.
- Modify existing rough-in plumbing (water supply and waste/vent lines) as necessary at each
 location to precisely match the dimensions and connection points of the new combo unit. This
 may involve cutting, extending, or re-routing pipes.
- Ensure all rough-in stub-outs are correctly sized and positioned for each new unit's connections.

Jail Combo Unit Mounting:

- Position each toilet/lav combo and shower ensuring proper alignment with rough-ins and desired height.
- Securely mount each unit to the wall and/or floor using tamper-proof, security-grade fasteners supplied with the unit or specifically approved for correctional use.
- Ensure each unit is level and stable, with no rocking or movement.

Plumbing Connections:

- Connect the hot and cold water supply lines to the integral valves/connections of each combo
 unit and shower listed above. Use durable, high-security connections (e.g., stainless steel braided
 hoses with tamper-resistant fittings, or rigid piping directly into the unit) to prevent tampering
 or damage.
- Connect the **waste line** from each combo unit to the existing drainage system. Ensure a watertight and tamper-resistant seal.
- Verify proper venting for each drainage system.

Sealant Application:

 Apply a tamper-resistant, anti-pick sealant (e.g., silicone or polyurethane caulk approved for institutional use) around the perimeter of each unit where it meets the wall/floor to prevent contraband concealment or tampering.

reacting or comminationing from an unitaly

- Slowly restore water supply to each newly installed unit.
- Thoroughly test both the toilet flushing mechanism and the lavatory faucet for proper water flow, drainage, and absence of leaks at all connections.
- Verify proper operation of all push-buttons, sensors, or other activation mechanisms.
- Conduct a visual inspection for any signs of tampering or installation defects.

Cleanup:

- Remove all construction debris, old materials, packaging, and tools from each work area.
- Perform a thorough sweep and clean of each cell/work area, ensuring no foreign objects (screws, tools, debris) are left behind.

If you have any questions please reach out, Thank you for choosing TLC!

Products & Services

Item & Description	Quantity	Unit Price	Total
Subtotal	٦	\$199,394.91	\$199,394,91
	One-time sub	ototal	\$199,394.91
	Tucumcari ta	x rate	\$15,942.27
		Total	\$215,337.18
	Total co	ntract value	\$215,337.18

Proposal Exclusions

Plumbing Exclusions:

Demolition

Concrete Cutting, Coring, Repairs, and Replacement

Sheetrock Cutting, Coring, Repairs, and Replacement

Roofing Cutting, Coring, Repairs, and Replacement

Flooring Cutting, Coring, Repairs, and Replacement

Structural

BMS Controls

Bond INCLUDED!

Extended hours ADD 30% if required.

Any Other Work Not Specifically Included On This Proposal.

Any Code Violations Not Directly Correlated To The Installed Equipment.

Prevailing Wages INCLUDED!

Electrical Or Mechanical, Unless Specifically Stated On Scope.

Signature	Date	
Printed name		

Questions? Contact me



Adrian Maestas
Journeyman Plumber
amaestas@tlcplumbing.com
+15053624638

TLC Plumbing, Heating, Cooling and Electrical 5000 Edith Blvd NE Albuquerque, NM 87107 United States





www.a-comtech.com 5321 Wilshire Ave NE

Albuquerque, NM 87113 ; (505) 344-1370

PROPOSAL

Presented To

Quay County Detention Center

Project Name

Quay County Detention Center - Fire Alarm

Contract

NM State Contract# 50-00000-24-00007

Ouote #

A-COM-7750

Date

6/16/2025

Revision: 0

Scope of Work-

- To provide and install Fire Alarm Control Panel
- To provide and install Fire Alarm Remote Annunciator
- To provide and install Voice Evacuation Panel with Microphone
- To provide and install Intelligent Addressable Smoke Detectors
- To provide and install Intelligent Addressable Heat Detectors
- To provide and install Intelligent Addressable Pull Stations
- To provide and install Intelligent Addressable Monitor Modules
- To provide and install Intelligent Addressable Control Relays
- To provide and install Intelligent Addressable Control Modules
- To provide and install Intelligent Addressable Power Supplies and Amplifiers
- To provide and install Speaker Strobe Notification Appliances
- To provide and install Strobe Only Notification Appliances
- To provide and install FPLP 16/2 Fire Alarm Wire-Conduit, Raceways, Pathways, and Back Boxes provided by others
- To provide and install FPLP 16/4 Fire Alarm Wire- Conduit, Raceways, Pathways, and Back Boxes provided by others
- To provide and install FPLP 14/2 Fire Alarm Wire- Conduit, Raceways, Pathways, and Back Boxes provided by others
- To provide and install Surge Protection for dedicated 120VAC devices
- To provide Design-NICET Level IV-Stamped-Required by AHJ
- To provide Design Review-FPE (Fire Protection Engineer) Stamped-Required
- To provide Required Permits
- To provide Submittals to AHJ (State of NM)
- To provide Prevailing Wage
- To provide System programming
- To provide System Testing
- To provide Final Inspection with AHJ
- To provide 1 Year Manufacturer Warranty Equipment

NOTES/EXCLUSIONS

- -Conduit, Raceway, Pathways, Backboxes to be provided by others Electrical Contractor)
- -No ERCES system survey of the site is included in this proposal-If a ERCES Survey is required a separate proposal can be provided by AFPG
- -Emergency Responder Communication Enhancement System is not included in this proposal-If an ERCES system is required a separate proposal can be provided by AFPG
- -No additional devices have been included in this proposal-If the AHJ requires additional devices-A Change Order will be required
- -Temporary fire protection during construction
- -Fire Watch
- -Monitoring of the FA System is not included in this proposal, but a proposal can be provided for a separate agreement
- -Painting, patching, channeling, roof penetration, patch or repair, or ceiling tile work of any kind.
- -Firestopping
- -Cad drawings to be furnished to A.F.P.G at no charge
- This proposal assumes 2025 standard wage rates
- This proposal assumes all work to be completed during normal business hours, (M-Th, 6:30 am 5:00 pm)
- All required rough-in provided and installed by ELECTRICAL CONTRACTOR
- All active electronics including switches, routers, wireless access points (WAP), and un-interruptible power supplies provided and installed by OTHERS
- All aerial lift platforms
- Patch & Paint
- Bonds
- Pricing valid for 30 days
- Due to product availability from manufacturers extended lead times may occur
- Any work not directly listed in above A-COM SOW is NOT included in the pricing
- Please note the recent tariffs on foreign steel and aluminum imports have created a tumultuous market affecting the ability to accurately predict short and long term pricing. The reactions from the low voltage industry vendors has been swift and costly. As a result, AFPG/A-Com will be able to hold this pricing for 30 days. This alone is a significant risk in which our business partners have agreed to share. If we need to include additional contingency monies to protect you from exposure, we should do this by joint resolution. This proposal also does not account for inflation of other matieral costs. AFPG, Inc. reserves the right to purchase materials up front and invoice for stored materials. We prefer to store these materials at our fabrication sites so valuable project site space is not encumbered. If storing materials on site, we will coordinate with the customer.

Presented By: American Fire Protection Group dba A-Com Technologies Quote No.: A-COM-7750

88 of 113 07/14/2025

Project Name: Quay County Detention Center - Fire Alarm



A-COM TECHNOLOGIES

PRICING

escription	O+	MCDD	D:	I I ala Di la a	ъ.
	Qty	MSRP	Discount	Unit Price	Pric
evel 1					
A-Com Technologies 2024 Per Diem	18	0.00	N/A	166.67	3,000.0
A-Com Technologies A-Com Misc Category 2; Manufacturer A-Com; Line 4	2	750.00	41.67%	437.50	437,5
A-Com Technologies AutoCAD Category: , Tab: , Line:	ı	0.00	N/A	0.00	0.0
A-Com Technologies Design Review - PE Stamp - Required Category: 2, Tab: A-Com, Line: 4	1	0.00	N/A	1,500.00	1,500.0
ADI 16/2 CMP 31211112 Category 2; Manufacturer ADI 3; Line 30876; RSSP \$465.98 per 1K'	4000	0.00	N/A	0.26	1,028.4
Ditek DTK-FPK1 Fire Protection Kit AC/Dialer surge protection Category: , Tab: , Line:	2	175,00	10.91%	155.90	311.8
FIRELITE 198 Point Addressable Fire Panel ES200X Category 4; Manufacturer Firelite; Line 118	1	2,160.00	28.30%	1,548.64	1,548.6
FIRELITE 50W Amplifier ECC-50W-25V	1	894.41	26.48%	657.61	657.6
FIRELITE Addressable (Manual) Pull station BG12LX Category 4; Manufacturer Firelite: Line 70	9	196,00	14.76%	167.07	1,503.6
FIRELITE Addressable control module CMF300 Category: 4, Tab: Firelite, Line:	3	168.00	28.07%	120.84	362.5
FIRELITE ANN80 Annunciator Surface backbox RED ANN-SB80KIT-R Category: 4, Tab: Firelite, Line:	1	88.00	28.25%	63.14	63.1
FIRELITE Annunciator Panel ANN80 Category: 4, Tab: Firelite, Line:	1	756.00	27.68%	546.77	546.7
FIRELITE Control Relay CRF300 Category 4; Manufacturer Firelite; Line 87	5	173.00	22.39%	134.27	671.3
FIRELITE Emergency Command Center ECC 50/100 Category: 4, Manufacturer: FireLite; Line 100	1	4,670.00	25,41%	3,483.39	3,483.3
FIRELITE H365 Heat Detector-White Category 4; Manufacturer Firelite; Line 140	6	123.00	8.98%	111.96	671.7
FIRELITE L DET, DUCT, INTELL, NON-RELAY. D355PL Category: 4. Tab: Firelite, Line:	3	397.96	26.79%	291.34	874.0
FIRELITE MMF300 Monitor Module Category: 4. Tab: Firelite, Line:	10	150.00	27.63%	108,56	1,085.6
FIRELITE PS10 10Amp Power Supply Category: , Tab: , Line:	1	1,036.00	28.50%	740.73	740.7
FIRELITE RTS151KEY Remote Test Station w/ Kwy Category 4; Manufacturer Firelite; Line 381	3	127.00	19.31%	102.47	307.4
FIRELITE SD365 Addressable Photoelectric Smoke Detector Category 4; Manufacturer Firelite; Line 240	54	138.00	8.53%	126.23	6,816.4

Presented By:

American Fire Protection Group dba A-Com Technologies

Project Name:

Quay County Detention Center - Fire Alarm

Quote No.: A-COM-7750

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PRICING

Description	Qty	MSRP	Discount	Unit Price	Price
GENERIC 14-2 FPLP Cable Category 4; Manufacturer ADI 3; Line 31277 RSSP \$669.98/1000	8000	0.00	N/A	0.46	3,667.20
GENERIC 16-4 FPLP Fire Alarm Cable Category: , Tab: , Line:	500	0.39	14.09%	0.33	166.45
SAFETY TECHNOLOGIES Horn/Speaker strobe wire damage guard RED Category: 4, Tab: ADI, Line:	40	0.00	N/A	30.71	1,228.40
SAFETY TECHNOLOGIES Multi use wire guard damage stopper Category: , Tab: , Line:	50	0.00	N/A	88,56	4,428.00
Spaceage Fire Alarm Document Storage Cabinet SSU00685 Category: 4, Tab: ADI, Line:	1	155.00	-1.15%	156.79	156.79
SYSTEM SENSOR SPSRK Outdoor wall mount speaker strobe RED w/ wp Category: 4, Tab: System Sensor, Line: 225	5	213.00	23.04%	163.91	819.55
SYSTEM SENSOR SPSRL Wall Mount Speaker Strobe Red Category: 4, Tab: System Sensor, Line: 225	40	128.12	21.96%	99.99	3,999.60

Level 1 Subtotal: \$40,076.74

Project Subtotal:

\$40,076.74

Presented By:

American Fire Protection Group dba A-Com Technologies

Project Name:

Quay County Detention Center - Fire Alarm

Quote No.: A-COM-7750

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A-COM TECHNOLOGIES

LABOR PRICING

Labor Category	Classification	Qty	Unit Price	Price
2025 Wage Decision - Zone 4	Technician	174.875	\$125.00	\$21,859.39
2025 Wage Decision - Zone 4	Apprentice	174.875	\$100.00	\$17,487.50
2025 Wage Decision - Zone 4	Superintendent	59.4575	\$125.00	\$7,432.65
2025 Wage Decision - Zone 4	Project Manager	52.4625	\$130.00	\$6,820.14
2025 Computer Aided Drafting	Technician	87	\$84.00	\$7,308.00
2025 \$0 Phase	Technician	0.5	\$0.00	\$0.00
2025 \$0 Phase	Apprentice	0.5	\$0.00	\$0.00

LABOR TOTAL: \$60,907.68

Presented By:

American Fire Protection Group dba A-Com Technologies

Project Name:

Quay County Detention Center - Fire Alarm

Quote No.: A-COM-7750

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A-COM TECHNOLOGIES

PROJECT SUMMARY

Presented To

Date

Quay County Detention Center

6/16/2025

Project Name

Revision: 0
Ouote #

Quay County Detention Center - Fire Alarm

A-COM-7750

Project Subtotal:

\$40,076.74

Labor:

\$60,907.68

Sales Tax:

\$8,204.98

Grand Total:

\$109,189.40

*** Please send signed proposal / purchase order to: orders@a-comtech.us ***

Client: Quay County Detention Center

Date

Pricing per NM State Contract# 50-00000-24-00007

Contractor:

A-Com Technologies

Date

Terms & Conditions

- All Pricing is valid for 30 days unless otherwise noted.
- Buyer shall pay all applicable taxes and shipping costs
- Invoices are payable in 30 days from invoice date unless other terms are negotiated and noted on the quotation or invoice. By accepting delivery of goods, Buyer agrees to pay the invoiced cost for those goods and agrees to be bound to these contract terms. No acceptance may vary these terms unless specially agreed in writing by Seller
- Payments on open account shall be applied to oldest invoices first. Balances over the due date accrue 1.5% interest for each month or portion thereof that such balance remains.
- In the event it becomes necessary for the Seller to incur any collection costs or suits to collect payment, the Buyer will be responsible for all costs, including but not limited to court costs, attorney fees and collection agency fees on said collection/suit.
- The current volatility of construction materials commodity pricing (e.g. PVC, Copper, and Steel) makes it difficult to predict a project's material cost even on a short-term basis. While this proposal states that it is good for 30 days, we reserve the right to adjust pricing when costs increase by minimum 10% or more for copper, aluminum, steel, PVC or any material of metal of petroleum construction.
- Pricing based on normal working hours Mon-Thurs 6:30 am-5:00 pm.
- Pricing based on OWNER PROVIDED .dwg or .pdf formatted drawings. If viable .dwg/.pdf drawings are unavailable additional services are available to generate necessary drawings to be completed by A-Com CAD department for submission to Authority Having Jurisdiction (AHJ).
- Due to volatile product availability, extended lead times may occur and are subject to change without advanced notice.

Presented By:

American Fire Protection Group dba A-Com Technologies

Project Name:

Quay County Detention Center - Fire Alarm

Quote No.: A-COM-7750

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DATE/25	NAME	ROAD BLADED	BLOCKS	MILES
	LARRY	QUAY ROAD 41	3100-3200	1.00
	TYLER	QUAY ROAD 31	5100-5200	1.00
		QUAY ROAD 64.5	4300-4336	1.00
		QUAY ROAD AP	6375-6550	
		QUAY ROAD 63	4100-4300	
		QUAY ROAD AR	6300-6700	
		QUAY ROAD 67	4150-4250	
		QUAY ROAD AP.5	6600-6700	
		QUAY ROAD 66	4150-4350	
		QUAY ROAD 64.5	4100-4300	
		QUAY ROAD AO	6475-6600	
	JAMES/MIKE	=	6400-6475	
6/3/25	JAMES	QUAY ROAD 67	4172-4173	
	JAMES	QUAY ROAD AG	6400-6500	
	ANTONIO	RT 66	0000-0600	6.00
	LARRY	QUAY ROAD 41	3100-3200	1.00
	LARRY	QUAY ROAD 40	2775-2900	1.75
6/4/25	TYLER	QUAY ROAD 31	5200-5400	2.00
0, 1,20	ANTONIO	RT 66	0600-1100	5.00
	LARRY	QUAY ROAD AD	3450-3900	4.50
	LARRY	QUAY ROAD 41	2775-2900	1.75
	CREW	QUAY ROAD 41	3150	
	CREW	QUAY ROAD U	4000	
	0	40/11/10/15	,,,,,,	
6/5/25	CREW	QUAY ROAD 66/AR		
	CREW	QUAY ROAD AO	6600	
	LARRY	QUAY ROAD 96	0900-0950	0.50
6/9/25	ANTONIO	QUAY ROAD P	6480-6850	3.63
	GREG	QUAY ROAD 64	2850-3200	3.50
	GREG	QUAY ROAD 65	5750-5850	1.00
	GREG	QUAY ROAD 66	2850-2950	1.00
	TYLER	QUAY ROAD AZ	3000-3200	2.00
	TYLER	QUAY ROAD 30	4900-5000	1.00
	TYLER	QUAY ROAD 31	4950-5000	0.50
	LARRY	QUAY ROAD 96	0900-1100	3.00
6/10/25	ANTONIO	QUAY ROAD T		
0/10/23	ANTONIO	QUAY ROAD U		
	ANTONIO	QUAY ROAD 70	1800-1900	
	GREG	QUAY ROAD 59	5900-6000	1.00
	LARRY	QUAY ROAD 96	1100-1200	1.00
	LARRY	QUAY ROAD 96	0700-0900	2.00
	PAUL	QUAY ROAD AL	6300-6500	2.00
	PAUL	EAST EVANS	0700-1000	
	T.4 ==	011111 DO 10 00	1000 1010	0.40
6/11/25	TYLER	QUAY ROAD 27	4600-4610	0.10
	TYLER	QUAY ROAD AT	2700-2850	2.50
	LARRY	QUAY ROAD M	9600-10100	5.00
	ANTONIO	QUAY ROAD 70	6800-7000	2.00
	ANTONIO	QUAY ROAD AB	1700-1800	1.00
	PAUL	QUAY ROAD AR	6366-6340	

	PAUL	W. SIERRA	AVE	7050	
6/12/25	ANTONIO	QUAY ROAD	70	1900-2200	3.00
6/17/25	ANTONIO JAMES/MIKE TYLER	QUAY ROAD QUAY ROAD QUAY ROAD	J	6300-6350 6300-6500 3700	0.50
6/19/25	TYLER TYLER	QUAY ROAD QUAY ROAD		6050-6250 5850	2.00
	ANTONIO LARRY PAUL	QUAY ROAD QUAY ROAD QUAY ROAD	AG	6600-6800 6000-6100 3700-4100	4.96
	JAMES/PAUL	QUAY ROAD	53	3700-4100	4.90
	GREG	QUAY ROAD		6300-6500	2.00
	GREG	QUAY ROAD		4000-4100	1.00
	GREG	QUAY ROAD	60	6000-6100	1.00
6/23/25	ANTONIO	QUAY ROAD	Т	6400-6600	2.00
	ANTONIO	QUAY ROAD	66.5	2000-2200	2.00
	LARRY	QUAY ROAD		3100-3600	5.00
	CREW	QUAY ROAD		6400-6500	
	CREW CREW	QUAY ROAD		6475-6525	
	CREW	QUAY ROAD		6600-6700 6214-6500	
	OILEV	QUAT NOAD	AL	0214-0300	
6/24/25	GREG	QUAY ROAD	63	2850-2950	0.50
	ANTONIO	QUAY ROAD	U	6400-6500	1.00
	ANTONIO	QUAY ROAD		2000-2100	1.00
	CREW	QUAY ROAD		3600-3750	
	CREW CREW	QUAY ROAD QUAY ROAD		3700-3850 6400-6500	
	CITEV	QUAT ROAD	AL	0400-0300	
6/25/25	CREW PAUL/JAMES	QUAY ROAD QUAY ROAD		11500-1700 6695-7375	
6/26/25	JAMES/PAUL	QUAY ROAD	Al	6300-6690	
	JAMES/PAUL			6150-6300	
	JAMES/PAUL			6300-6475	
	JAMES/PAUL	-		6300-6475	
	JAMES/PAUL	QUAY ROAD		2800-3200	2.00
	TYLER TYLER	QUAY ROAD		6800-7000 2750-2850	2.00 1.00
	TYLER	QUAY ROAD		3975-4050	0.42
	GREG	QUAY ROAD		4000-4200	2.00
6/30/25	ANTONIO	QUAY ROAD	11	5950-6400	4.50
0100120	PAUL/JAMES			2700-2750	0.50
	GREG	QUAY ROAD		3550-3600	0.50
	GREG	QUAY ROAD		3630-3698	0.79
	GREG	QUAY ROAD	63	4100-4500	4.00
				TOTAL	96.40

ADDITIONAL WORK TO ROAD/COMMENTS

SPRAY WEEDS

SPRAY WEEDS

SPRAY WEEDS

SPRAY WEEDS

SPRAY WEEDS

SPRAY WEEDS

SPRAY WEEDS

SPRAY WEEDS

SPRAY WEEDS

SPRAY WEEDS

CLEANED DITCH

CLEANED COVERT PUT REFLECTORS ON IT

FIXED TED RUSH FENCE FIXED STOP SIGN

CLEARED DITCH TO DIRECT WATER OFF OF AR FIXED WASHOUT TO WET TO BLADE

PULLED BACKSLOPE, PUT DIRT BACK ON ROAD

PATCH WORK ON SEVERAL SPOTS MOVED SAND OFF ROAD

CLEANED WEEDS FROM BAR DITCH PULLED BOTH DITCHES PULLED BOTH DITCHES SPRAYED WEEDS SPRAYED WEEDS

FILLED IN 3 BIG POTHOLES, FILLED , TO WET HILL AT 2800 BLK PULLED DITCHES FIX WASHOUT

ADDED 4 YDS OF BASECOURSE TO SHOULDER

PATCH SINK HOLE. W.SIERRA AND S 8TH

CLEAN 2 CATTLEGUARDS
FILLED 2 WASHOUTS/PULLED DITCHES/POTHOLES

WATER WASHED MATERIAL/CLEANED MATERIAL SMOOTH OUT ROAD PULLED BOTH DITCHES ROAD BAD SHAPE MOWED CLEANED DITCHES AND TURNOUTS FIXED WASHOUTS/WATER CROSSINGS/CLEAR ROAD

FILLED POTHOLES FILLED POTHOLES FILLED POTHOLES FILLED POTHOLES

FILLED POTHOLES FILLED POTHOLES FILLED POTHOLES

CLEANED OUT 4 CATTLEGUARDS MOWED

MOWED MOWED MOWED MOWED

FIXED WASHOUTS T.WALLACE