

NEW MEXICO JUNIOR COLLEGE
BOARD MEETING

Thursday, January 15, 2026
Zia Board Room - Pannell Library
1:30 pm

AGENDA

A. Welcome	Travis Glenn
B. Adoption of Agenda	Travis Glenn
C. Canvass Election Approval	Travis Glenn
D. Oath of Office (David Rowser - District 2, Hector Baeza - District 5, Erica Jones - District 7)	Magistrate Judge, James Jones
E. Re-Organization of Board	Scotty Holloman
F. Approval of Minutes of December 18, 2025	Travis Glenn
G. President's Report	Cathy Mitchell
H. Information Items	
1. Board Facilities Committee Meeting Update	Manny Gomez
2. Moving Dan Berry Arena Sign	Cathy Mitchell
3. Walking Trail on Lovington Highway Presentation	Cathy Mitchell
4. Annual NMJC Board Conflict of Interest	Cathy Mitchell
5. Retirement Resolution	Cathy Mitchell
6. Monthly Expenditure Report	Josh Morgan
7. Monthly Revenue Report	Josh Morgan
8. Oil and Gas Revenue Report	Josh Morgan
9. Schedule of Investments	Josh Morgan
I. New Business	
1. Fiscal Watch Report	Josh Morgan
2. Consideration of Design Services for Mary Hagelstein	Josh Morgan
3. Consideration of Request to Donate Inventory to Lovington Municipal Schools	Josh Morgan
4. Consideration to Transfer Funds from Reserves to Capital for the Walking Trail on Lovington Highway Project	Josh Morgan
5. Consideration of Transferring the Name C.M. Burk from Pannell Library to the Allied Health Building	Cathy Mitchell
6. Board Committee Structure	Travis Glenn
7. Consideration of Open Meetings Act Resolution No. 2026-001	Scotty Holloman
J. Public Comments	

K. Determination of Next Meeting

Travis Glenn

L. Closure of Meeting

- Discussion of the purchase, acquisition or disposal of real property pursuant to NMSA 1978 §10-15-1 H (8) - concerning the possible purchase of real property at 5419 N. Lovington Highway in Hobbs, New Mexico

M. New Business (Continued)

8. Consideration of Resolution No. 2026-002 to Purchase Hospital Property located at 5419 N. Lovington Highway, Hobbs, NM

Scotty Holloman

N. Adjournment

Travis Glenn



CERTIFICATION OF CANVASS RESULTS

We, the undersigned Board of County Commissioners acting as the Board of Canvassers of Lea County, State of New Mexico, canvass the Local Election held in said county, November 4, 2025, certify that the canvass results text file sent to the office of secretary of state is a correct canvass of returns of said election.

WITNESS the Honorable Board of County Commissioners, November 13, 2025

Date

ATTEST:

Carrie Sandoval

Carrie Sandoval, Lea County Clerk

Gary G. Eidson

Gary G. Eidson, Chairman

Bradley Weber

Bradley D. Weber, Vice Chair

Dee Ann Kimbro

Dee Ann Kimbro, Member

Tyson Pierce

Tyson Pierce, Member

Pat Sims

Pat Sims, Member



Lea County
Absentee

 Canvass of Returns of Local Election Held on November 4, 2025 - State of New Mexico
 Canvass Sheet

Precinct	Ballots Cast			
002	0	JOHN DEAN DAVIS ()	Mayor EUNICE MUNICIPAL DISTRICT	
003	17	BILLY HOBBS ()		
008	4	JOSEPH ANGELO IMBRIALE ()	Mayor HOBBS MUNICIPAL DISTRICT	
009	9	ROY DWAYNE PENICK ()		
010	6	JONATHAN SENA ()		
011	6	LARRY BURNS ()	Major JAL MUNICIPAL DISTRICT	
012	7	PHILLIP NATHAN LITTLE ()		
013	5	W STEPHEN ALDRIDGE ()		
014	9	MARILYN J BURNS ()	Major TATUM MUNICIPAL DISTRICT	
015	10	ISABELLA NICOLE OLIVAS SAENZ ()		
016	3	R FINN SMITH ()	City Councilor HOBBS CITY COUNCIL 1	
017	1	CHRISTOPHER DANIEL JOHNSON ()	City Councilor LOVINGTON CITY COUNCIL 1	
018	2	EZEQUIEL RODRIGUEZ ()		
019	14	0	DAVIDA TRUJILLO ()	
020	12	0	SCOTT DAVID BOLDT ()	City Councilor LOVINGTON CITY COUNCIL 2
021	3	0	CHRISTINA M RAMON ()	
022	14	0	JOSE SALVADOR MARRUFO ()	City Councilor LOVINGTON CITY COUNCIL 4
023	11	0	STEVEN W PERRY ()	
024	12	0	CURTIS JACK ROUSE ()	
025	17	0	TY D CHANLEY ()	City Councilor EUNICE MUNICIPAL DISTRICT
026	4	0	STEVE ALAN ALMAGER ()	
027	13	0	ROXIE J LUSTER (write in) ()	
028	6	0	GUSTAVO P CASTANEDA (write in) ()	
029	9	0	LORENZO CHACON ()	City Councilor JAL MUNICIPAL DISTRICT
030	8	0	MICHAEL RICHARD THORNE ()	
031	6	0	JULIAN SAUCEDA ()	
032	20	1	ELIZABETH REY ACOSTA ()	
033	10	3	MARY N JIRON ()	
034	4	0	LEONA H WYLINE ()	
035	2	0	TERESA RENEE GRADY ()	
036	8	1	PAUL N RAMIREZ GRADY ()	City Councilor TATUM MUNICIPAL DISTRICT
037	8	0	AMBER LEE HITCHCOCK ()	
038	10	4		
039	7	1		
040	10	0		
		9		
			7	

Precinct		Ballots Cast	
002	0	SARAH ELIZABETH PUCKETT ()	
003	17	JOSEPH EDWARD KALISEK ()	
008	4	CARLTON GLEN JENKINS ()	Municipal Judge EUNICE MUNICIPAL DISTRICT
009	9	SHERYL DENISE ALLEN ()	Municipal Judge LOVINGTON MUNICIPAL DISTRICT
010	6	LAURA STEPHANIE GUERRA ()	Municipal Judge TATUM MUNICIPAL DISTRICT
011	6	MARK R OWENS ()	Municipal Judge TATUM MUNICIPAL DISTRICT
012	7	PHILIP L WINTEREGG ()	School Board Member HOBBS SCHOOL BOARD
013	5	PAM D RANDALL ()	School Board Member HOBBS SCHOOL BOARD
014	9	PATRICIA D JONES ()	School Board Member HOBBS SCHOOL BOARD DISTRICT 5
015	10	JULIA D DANIELS ()	School Board Member JAL MUNICIPAL SCHOOL BOARD
016	3	MATTHEW RAY COY ()	School Board Member EUNICE MUNICIPAL SCHOOL BOARD
017	1	ALICE ELOVE HAHN ()	School Board Member EUNICE MUNICIPAL SCHOOL BOARD
018	2	RICHARD EUGENE FREDERICK JR ()	School Board Member EUNICE MUNICIPAL SCHOOL BOARD
019	14	JULIA E WATSON ()	School Board Member JAL MUNICIPAL SCHOOL BOARD
020	12	JAMES M GOOSS ()	School Board Member JAL MUNICIPAL SCHOOL BOARD
021	3	AMY M CRAWFORD ()	School Board Member JAL MUNICIPAL SCHOOL BOARD
022	14	CRUZ-MARTIN MELCHOR SANCHEZ ()	School Board Member LOVINGTON MUNICIPAL SCHOOL BOARD
023	11	BRADLEY CHARLES BISHOP ()	School Board Member LOVINGTON MUNICIPAL SCHOOL BOARD
024	12	CLAYBURN GRIFFIN ()	School Board Member LOVINGTON MUNICIPAL SCHOOL BOARD
025	17	SHILOW SEALY ()	School Board Member LOVINGTON MUNICIPAL SCHOOL BOARD
026	4	CHASE J VUICICH ()	School Board Member LOVINGTON MUNICIPAL SCHOOL BOARD
027	13	TRAVIS L GLENN ()	School Board Member TATUM MUNICIPAL SCHOOL BOARD
028	6	JAKE KILLOUGH MITCHELL ()	School Board Member TATUM MUNICIPAL SCHOOL BOARD
029	9	DAVID O DELAO JR ()	School Board Member TATUM MUNICIPAL SCHOOL BOARD
030	8	DAVID E ROWSER ()	College Board Member NEW MEXICO JUNIOR
031	6	HECTOR H BAEZA ()	College Board Member NEW MEXICO JUNIOR
032	20	ERICA ANN JONES ()	College Board Member NEW MEXICO JUNIOR
033	10	CODY CARL HUDSON ()	Soil & Water Supervisor LEA SOIL & WATER
034	4	ELIZABETH JACQUELINE BOONE ()	Soil & Water Supervisor LEA SOIL & WATER
035	2	KYSHA ROCKELL MCBEE ()	Hospital Board Member EUNICE HOSPITAL DISTRICT
036	8	CARI NICOLE COY ()	Hospital Board Member JAL HOSPITAL DISTRICT
037	8	RICHARD EUGENE FREDERICK JR ()	Hospital Board Member JAL HOSPITAL DISTRICT
038	10	CHRISTINE ANNE LITTLE ()	Hospital Board Member JAL HOSPITAL DISTRICT
039	7	JULIA E WATSON ()	Hospital Board Member JAL HOSPITAL DISTRICT
040	10	BRIDGET DENISE FULFER ()	Hospital Board Member JAL HOSPITAL DISTRICT
		KAYTLINNE DANIELLE SERNA ()	Hospital Board Member 3 NOR LEA
		JOHNNY M OWEN II ()	Hospital Board Member 3 NOR LEA
		ROBERT DELACRUZ ()	Hospital Board Member 3 NOR LEA
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Precinct	Ballots Cast				Precinct
002	0	MANUEL QUIROZ JR ()	Hospital Board Member 4 NOR LEA HOSPITAL 4		
003	17	JULIA ANN MYERS ()	Hospital Board Member 5 NOR LEA HOSPITAL 5		
008	4		TATUM MUNICIPAL SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
009	9	8	EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
010	6		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
011	6		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
012	7		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
013	5		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
014	9	6	EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
015	10	9	EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
016	3		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
017	1		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
018	2		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
019	14		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
020	12		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
021	3		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
022	14		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
023	11		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
024	12		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
025	17		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
026	4		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
027	13		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
028	6		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
029	9		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
030	8		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
031	6		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
032	20		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
033	10		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
034	4		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
035	2		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
036	8		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
037	8		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
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039	7		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
040	10		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		

Lea County

Absentee

Canvass of Returns of Local Election Held on November 4, 2025 - State of New Mexico
Canvass Sheet

Precinct	Ballots Cast																																							
041	10	Mayor EUNICE MUNICIPAL DISTRICT																																						
042	5	Mayor HOBBS MUNICIPAL DISTRICT																																						
043	8	Mayor JAL MUNICIPAL DISTRICT																																						
044	9	Mayor TATUM MUNICIPAL DISTRICT																																						
050	0	City Councilor HOBB斯 CITY COUNCIL 1																																						
051	0	City Councilor HOBB斯 CITY COUNCIL 2																																						
052	5	City Councilor HOBB斯 CITY COUNCIL 3																																						
053	6	City Councilor LOVINGTON CITY COUNCIL 1																																						
054	1	City Councilor LOVINGTON CITY COUNCIL 2																																						
055	6	City Councilor LOVINGTON CITY COUNCIL 4																																						
056	3	City Councilor STEVE ALAN ALMAGER ()																																						
057	5	City Councilor ROXIE J LUSTER (write in) ()																																						
058	6	City Councilor GUSTAVO P CASTANEDA (write in) ()																																						
059	4	City Councilor CURTIS JACK ROUSE ()																																						
061	11	City Councilor TY D CHANLEY ()																																						
062	2	City Councilor STACY T WARD ()																																						
071	7	2	5	Julia E Watson ()																																				
072	7	4	3	Rebekah Dee Richard ()																																				
073	2	Lorenzo Chacon ()																																						
074	2	Michael Richard Thorne ()																																						
Total	386	6	8	25	67	127	1	3	0	14	1	52	27	24	0	3	3	3	4	4	6	2	6	6	5	9	5	0	3	1	0	0	0	2	0	5	5	2	8	11

		Precinct			
		Ballots Cast			
041	10	SARAH ELIZABETH PUCKETT ()	JOSEPH EDWARD KALISEK ()	CARLTON GLEN JENKINS ()	Municipal Judge EUNICE MUNICIPAL DISTRICT
042	5	SHERYL DENISE ALLEN ()	LAURA STEPHANIE GUERRA ()	MARK R OWENS ()	Municipal Judge LOVINGTON MUNICIPAL DISTRICT
043	8	PHILIP L WINTEREGG ()	PAM D RANDALL ()	PATRICIA D JONES ()	Philip L Winteregg ()
044	9	0	0	JULIA D DANIELS ()	Municipal Judge TATUM MUNICIPAL DISTRICT
050	0	0	0	MATTHEW RAY COY ()	School Board Member EUNICE MUNICIPAL SCHOOL BOARD
051	0	4	0	ALICE ELOVE HAHN ()	School Board Member HOBBS SCHOOL BOARD
052	5	4	1	RICHARD EUGENE FREDERICK JR ()	School Board Member HOBBS SCHOOL BOARD DISTRICT 5
053	6	4	1	JULIA E WATSON ()	School Board Member JAL MUNICIPAL SCHOOL BOARD
054	1	3	4	JAMES M GOOSS ()	School Board Member JAL MUNICIPAL SCHOOL BOARD
055	6	3	2	AMY M CRAWFORD ()	School Board Member JAL MUNICIPAL SCHOOL BOARD
056	3	3	1	CRUZ-MARTIN MELCHOR SANCHEZ ()	School Board Member LOVINGTON MUNICIPAL SCHOOL BOARD
057	5	6	0	BRADLEY CHARLES BISHOP ()	School Board Member LOVINGTON MUNICIPAL SCHOOL BOARD
058	6	3	1	CLAYBURN GRIFFIN ()	School Board Member TATUM MUNICIPAL SCHOOL BOARD
059	4	4	3	SHILOW SEALY ()	School Board Member TATUM MUNICIPAL SCHOOL BOARD
061	11	4	3	CHASE J VUICICH ()	School Board Member TATUM MUNICIPAL SCHOOL BOARD
062	2	5	5	TRAVIS L GLENN ()	School Board Member TATUM MUNICIPAL SCHOOL BOARD
071	7	3	4	JAKE KILLOUGH MITCHELL ()	School Board Member TATUM MUNICIPAL SCHOOL BOARD
072	7	3	4	DAVID O DELAO JR ()	School Board Member TATUM MUNICIPAL SCHOOL BOARD
073	2	0	0	DAVID E ROWSER ()	College Board Member NEW MEXICO JUNIOR
074	2	0	0	HECTOR H BAEZA ()	College Board Member NEW MEXICO JUNIOR
Total	386	4	7	ERIC A ANN JONES ()	College Board Member NEW MEXICO JUNIOR
		7	6	CODY CARL HUDSON ()	Soil & Water Supervisor LEA SOIL & WATER
		8	12	ELIZABETH JACQUELINE BOONE ()	Soil & Water Supervisor LEA SOIL & WATER
		10	30	KYSHA ROCKELL MCBEE ()	Hospital Board Member EUNICE HOSPITAL DISTRICT
		53	21	CARI NICOLE COY ()	Hospital Board Member EUNICE HOSPITAL DISTRICT
		6	6	RICHARD EUGENE FREDERICK JR ()	Hospital Board Member EUNICE HOSPITAL DISTRICT
		9	9	CHRISTINE ANNE LITTLE ()	Hospital Board Member EUNICE HOSPITAL DISTRICT
		8	8	JULIA E WATSON ()	Hospital Board Member JAL HOSPITAL DISTRICT
		4	4	BRIDGET DENISE FULFER ()	Hospital Board Member JAL HOSPITAL DISTRICT
		1	1	KAYTLINNE DANIELLE SERNA ()	Hospital Board Member JAL HOSPITAL DISTRICT
		0	0	JOHNNY M OWEN II ()	Hospital Board Member 3 NOR LEA
		4	4	ROBERT DELACRUZ ()	Hospital Board Member 3 NOR LEA
		10	10		Hospital Board Member 3 NOR LEA

		Ballots Cast											
		Precinct					Precinct						
041	10	MANUEL QUIROZ JR ()	Hospital Board Member 4 NOR LEA HOSPITAL 4	TATUM MUNICIPAL SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of	Yes	0	EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of	Yes	0	EUNICE PUBLIC SCHOOLS PUBLIC SCHOOL BUILDINGS (\$2.00 MILL) TAX QUESTION: Shall	Yes	0	EUNICE PUBLIC SCHOOLS PUBLIC SCHOOL BUILDINGS (\$2.00 MILL) TAX QUESTION: Shall
042	5	JULIA ANN MYERS ()	Hospital Board Member 5 NOR LEA HOSPITAL 5		No	0		No	0		No	0	
043	8					0			0			0	
044	9					0			0			0	
050	0					0			0			0	
051	0					0			0			0	
052	5					0			0			0	
053	6					0			0			0	
054	1					0			0			0	
055	6					0			0			0	
056	3					0			0			0	
057	5					0			0			0	
058	6					0			0			0	
059	4					0			0			0	
061	11					0			0			0	
062	2					0			0			0	
071	7					5	2	3	2	3	2	3	2
072	7					6	0	6	0	6	0	6	0
073	2					0	0	0	0	0	0	0	0
074	2					0	0	0	0	0	0	0	0
Total	386	23	5	9	6	11	2	9	2	9	2	134	137
												133	122
												9	2

Lea County

Early

Canvass of Returns of Local Election Held on November 4, 2025 - State of New Mexico
Canvass Sheet

Precinct	Ballots Cast	JOHN DEAN DAVIS ()	BILLY HOBBS ()	Mayor EUNICE MUNICIPAL DISTRICT
002	2			Mayor HOBBS MUNICIPAL DISTRICT
003	58	JOSEPH ANGELO IMBRIALE ()	ROY DWAYNE PENICK ()	Mayor JAL MUNICIPAL DISTRICT
008	36	JONATHAN SENA ()	LARRY BURNS ()	Mayor TATUM MUNICIPAL DISTRICT
009	83	PHILLIP NATHAN LITTLE ()	W STEPHEN ALDRIDGE ()	Mayor TATUM MUNICIPAL DISTRICT
010	77		MARILYN J BURNS ()	Mayor TATUM MUNICIPAL DISTRICT
011	47		ISABELLA NICOLE OLIVAS SAENZ ()	City Councilor HOBBS CITY COUNCIL 1
012	42		R FINN SMITH ()	City Councilor HOBBS CITY COUNCIL 2
013	52		CHRIS MILLS ()	City Councilor HOBBS CITY COUNCIL 3
014	50		LARRON B FIELDS ()	City Councilor LOVINGTON CITY COUNCIL 1
015	58		KOAN LAVAY BOUGHNER ()	City Councilor LOVINGTON CITY COUNCIL 2
016	25		CHRISTOPHER DANIEL JOHNSON ()	City Councilor LOVINGTON CITY COUNCIL 3
017	25		EZEQUIEL RODRIGUEZ ()	City Councilor LOVINGTON CITY COUNCIL 4
018	27		DAVID A TRUJILLO ()	TY D CHANLEY ()
019	88	0 51 28		City Councilor EUNICE MUNICIPAL DISTRICT
020	29	0 11 11	SCOTT DAVID BOLDT ()	City Councilor LOVINGTON CITY COUNCIL 1
021	13		CHRISTINA M RAMON ()	City Councilor LOVINGTON CITY COUNCIL 2
022	126	1 60 58	JOSE SALVADOR MARRUFO ()	City Councilor LOVINGTON CITY COUNCIL 3
023	74	0 45 29	STEVEN W PERRY ()	ROXIE J LUSTER (write in) ()
024	98	5 35 58	CURTIS JACK ROUSE ()	GUSTAVO P CASTANEDA (write in) ()
025	99	3 45 51		STACY T WARD ()
026	17		JULIA E WATSON ()	JULIA E WATSON ()
027	53	0 4 3		REBEKAH DEE RICHARD ()
028	41	0 22 17		LORENZO CHACON ()
029	78	2 44 32		MICHAEL RICHARD THORNE ()
030	50	0 30 19		JULIAN SAUCEDA ()
031	38	0 12 22		ELIZABETH REY ACOSTA ()
032	82	1 30 51		MARY N JIRON ()
033	62	1 23 38		TERESA RENEE GRADY ()
034	19	2 5 12		PAUL N RAMIREZ ()
035	18	0 5 13		LEONA H WYLIE ()
036	31	1 13 16		
037	42	3 11 22		
038	64	8 35 21		
039	13			
040	60	4 17 39		

Precinct	Ballots Cast	
002	2	SARAH ELIZABETH PUCKETT ()
003	58	JOSEPH EDWARD KALISEK ()
008	36	CARLTON GLEN JENKINS ()
009	83	SHERYL DENISE ALLEN ()
010	77	Laura STEPHANIE GUERRA ()
011	47	MARK R OWENS ()
012	42	PHILIP L WINTEREGG ()
013	52	PAMD RANDALL ()
014	50	PATRICIA D JONES ()
015	58	JULIA D DANIELS ()
016	25	MATTHEW RAY COY ()
017	25	ALICE ELOVE HAHN ()
018	27	RICHARD EUGENE FREDERICK JR ()
019	88	JULIA E WATSON ()
020	29	JAMES M GOOSS ()
021	13	AMY M CRAWFORD ()
022	126	CRUZ-MARTIN MELCHOR SANCHEZ ()
023	74	24
024	98	25
025	99	26
026	17	27
027	53	28
028	41	29
029	78	30
030	50	31
031	38	32
032	82	33
033	62	34
034	19	35
035	18	36
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037	42	38
038	64	39
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040	60	41
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Precinct	Ballots Cast				Precinct
002	2	MANUEL QUIROZ JR ()	Hospital Board Member 4 NOR LEA HOSPITAL 4		
003	58	JULIA ANN MYERS ()	Hospital Board Member 5 NOR LEA HOSPITAL 5		
008	36		TATUM MUNICIPAL SCHOOLS	GENERAL OBLIGATION BOND QUESTION: Shall the Board of	
009	83	68		EUNICE PUBLIC SCHOOLS	GENERAL OBLIGATION BOND QUESTION: Shall the Board of
010	77		1 0		EUNICE PUBLIC SCHOOLS
011	47		41 10		GENERAL OBLIGATION BOND QUESTION: Shall the Board of
012	42				EUNICE PUBLIC SCHOOLS
013	52				GENERAL OBLIGATION BOND QUESTION: Shall the Board of
014	50	18			EUNICE PUBLIC SCHOOLS
015	58	49			BUILDINGS (\$2.00 MILL) TAX
016	25		19		QUESTION: Small
017	25		17		EUNICE PUBLIC SCHOOLS
018	27		23		SCHOOL CAPITAL IMPROVEMENTS
019	88				(\$2.00 MILL) TAX
020	29				QUESTION: Shall
021	13				HOBBS MUNICIPAL SCHOOLS
022	126				BUILDINGS (\$4.00 MILL) TAX
023	74				QUESTION: Shall
024	98				HOBBS MUNICIPAL SCHOOLS
025	99				SCHOOL CAPITAL IMPROVEMENTS
026	17				(\$2.00 MILL) TAX
027	53				QUESTION: Shall
028	41				EUNICE SPECIAL HOSPITAL DISTRICT (\$2 MILL)
029	78				PROPERTY TAX
030	50				QUESTION: Shall
031	38				the Eunice Special
032	82				
033	62				
034	19				
035	18				
036	31				
037	42				
038	64				
039	13				
040	60				

Lea County
Early

 Canvass of Returns of Local Election Held on November 4, 2025 - State of New Mexico
 Canvass Sheet

Precinct	Ballots Cast		Candidacy Returns																		Candidacy Returns																		
			Mayor EUNICE MUNICIPAL DISTRICT		Mayor HOBBS MUNICIPAL DISTRICT		Mayor JAL MUNICIPAL DISTRICT		Mayor TATUM MUNICIPAL DISTRICT		City Councilor HOBBS CITY COUNCIL 1		City Councilor HOBBS CITY COUNCIL 2		City Councilor LOVINGTON CITY COUNCIL 1		City Councilor LOVINGTON CITY COUNCIL 2		City Councilor LOVINGTON CITY COUNCIL 3		City Councilor MARRUFO (write in)		City Councilor RAMON (write in)		City Councilor RICHARD (write in)		City Councilor THORNE (write in)		City Councilor WYLIE (write in)										
041	77		JOHN DEAN DAVIS ()		BILLY HOBBS ()																																		
042	53		3	29	45																																		
043	60		1	21	31																																		
044	57		4	15	37																																		
045	6		2	19	36																																		
050	21		0	0	21																																		
051	29		0	11	18																																		
052	33		2	5	24																																		
053	19		1	3	14																																		
054	14		0	4	10																																		
055	21		0	0	1																																		
056	33		0	0	10																																		
057	10		0	0	6																																		
058	0		0	0	0																																		
061	22		1	9	12																																		
062	4																																						
071	61	26	31																																				
072	71	40	23																																				
073	71				15	24	27																																
074	49				5	21	23																																
Total	2488	66	54	45	614	799	20	45	50	16	24	360	211	95	3	11	46	9	21	53	34	79	49	64	62	19	12	25	26	42	53	15	72	46	22	21	19	16	27

Precinct	Ballots Cast									
041	77	MANUEL QUIROZ JR ()	Hospital Board Member 4 NOR LEA HOSPITAL 4							
042	53	JULIA ANN MYERS ()	Hospital Board Member 5 NOR LEA HOSPITAL 5							
043	60			TATUM MUNICIPAL SCHOOLS	GENERAL OBLIGATION BOND QUESTION: Shall the Board of					
044	57									
050	6			Yes	EUNICE PUBLIC SCHOOLS	GENERAL OBLIGATION BOND QUESTION: Shall the Board of				
051	21			No						
052	29			Yes	EUNICE PUBLIC SCHOOLS	GENERAL OBLIGATION BOND QUESTION: Shall the Board of				
053	33			No						
054	19			Yes	EUNICE PUBLIC SCHOOLS	GENERAL OBLIGATION BOND QUESTION: Shall the Board of				
055	14			No						
056	21			Yes	EUNICE PUBLIC SCHOOLS	GENERAL OBLIGATION BOND QUESTION: Shall the Board of				
057	33			No						
058	10			Yes	EUNICE PUBLIC SCHOOLS	GENERAL OBLIGATION BOND QUESTION: Shall the Board of				
059	0			No						
061	22			Yes	EUNICE PUBLIC SCHOOLS	GENERAL OBLIGATION BOND QUESTION: Shall the Board of				
062	4			No						
071	61			43	14	36	18	37	16	
072	71			53	16	45	26	46	23	
073	71			0	0	0	0	0	0	
074	49			0	0	0	0	0	0	
Total	2488	135	59	44	10	96	30	81	44	839
										569
										78
										48

Precinct

041

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Lea County

Election Day

Canvass of Returns of Local Election Held on November 4, 2025 - State of New Mexico
Canvass Sheet

Precinct	Ballots Cast		
002	14	JOHN DEAN DAVIS ()	Mayor EUNICE MUNICIPAL DISTRICT
003	218	BILLY HOBBS ()	Mayor HOBBS MUNICIPAL DISTRICT
008	45	JOSEPH ANGELO IMBRIALE ()	Mayor HOBBS MUNICIPAL DISTRICT
009	71	ROY DWAYNE PENICK ()	Mayor JAL MUNICIPAL DISTRICT
010	102	JONATHAN SENA ()	Mayor JAL MUNICIPAL DISTRICT
011	49	LARRY BURNS ()	Mayor JAL MUNICIPAL DISTRICT
012	38	PHILLIP NATHAN LITTLE ()	Mayor JAL MUNICIPAL DISTRICT
013	78	W STEPHEN ALDRIDGE ()	Mayor JAL MUNICIPAL DISTRICT
014	81	MARILYN J BURNS ()	Mayor TATUM MUNICIPAL DISTRICT
015	75	ISABELLA NICOLE OLIVAS SAENZ ()	Mayor TATUM MUNICIPAL DISTRICT
016	42	R FINN SMITH ()	City Councilor HOBBS CITY COUNCIL 1
017	42	CHRIS MILLS ()	City Councilor HOBBS CITY COUNCIL 2
018	43	LARRON B FIELDS ()	City Councilor HOBBS CITY COUNCIL 3
019	98	KOAN LAVAY BOUGHNER ()	City Councilor LOVINGTON CITY COUNCIL 1
020	95	CHRISTOPHER DANIEL JOHNSON ()	City Councilor LOVINGTON CITY COUNCIL 2
021	28	EZEQUIEL RODRIGUEZ ()	City Councilor LOVINGTON CITY COUNCIL 3
022	124	DAVID A TRUJILLO ()	City Councilor LOVINGTON CITY COUNCIL 4
023	90	SCOTT DAVID BOLDT ()	City Councilor LOVINGTON CITY COUNCIL 1
024	111	CHRISTINA M RAMON ()	City Councilor LOVINGTON CITY COUNCIL 2
025	115	JOSE SALVADOR MARRUFO ()	City Councilor LOVINGTON CITY COUNCIL 3
026	69	STEVEN W PERRY ()	City Councilor LOVINGTON CITY COUNCIL 4
027	88	CURTIS JACK ROUSE ()	City Councilor LOVINGTON CITY COUNCIL 1
028	81	TY D CHANLEY ()	City Councilor LOVINGTON CITY COUNCIL 2
029	98	STEVIE ALAN ALMAGER ()	City Councilor LOVINGTON CITY COUNCIL 3
030	56	ROXIE J LUSTER (write in) ()	City Councilor LOVINGTON CITY COUNCIL 4
031	85	GUSTAVO P CASTANEDA (write in) ()	City Councilor LOVINGTON CITY COUNCIL 1
032	119	STACY T WARD ()	City Councilor LOVINGTON CITY COUNCIL 2
033	124	JULIA E WATSON ()	City Councilor LOVINGTON CITY COUNCIL 3
034	38	REBEKAH DEE RICHARD ()	City Councilor LOVINGTON CITY COUNCIL 4
035	44	LORENZO CHACON ()	City Councilor JAL MUNICIPAL DISTRICT
036	72	MICHAEL RICHARD THORNE ()	City Councilor JAL MUNICIPAL DISTRICT
037	103	JULIAN SAUCEDA ()	City Councilor JAL MUNICIPAL DISTRICT
038	75	ELIZABETH REY ACOSTA ()	City Councilor JAL MUNICIPAL DISTRICT
039	25	MARY N JIRON ()	City Councilor TATUM MUNICIPAL DISTRICT
040	106	TERESA RENEE GRADY ()	City Councilor TATUM MUNICIPAL DISTRICT
		PAUL N RAMIREZ ()	City Councilor TATUM MUNICIPAL DISTRICT
		LEONA H WYLIE ()	City Councilor TATUM MUNICIPAL DISTRICT
		AMBER LEE HITCHCOCK ()	City Councilor TATUM MUNICIPAL DISTRICT

Precinct	Ballots Cast				Precinct
002	14	MANUEL QUIROZ JR ()	Hospital Board Member 4 NOR LEA HOSPITAL 4		
003	218	JULIA ANN MYERS ()	Hospital Board Member 5 NOR LEA HOSPITAL 5		
008	45		TATUM MUNICIPAL SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
009	71	61	EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
010	102	10	4	Yes	
011	49	126	42	No	
012	38			Yes	
013	78			No	
014	81	42		Yes	
015	75	63		No	
016	42	37		Yes	
017	42	37		No	
018	43	40		Yes	
019	98			No	
020	95		56 40 55 37	Yes	
021	28		52 39 48 41	No	
022	124			Yes	
023	90		71 49 67 47	No	
024	111		51 37 52 30	Yes	
025	115		52 53 54 46	No	
026	69		52 54 51 48	Yes	
027	88		37 29 40 25	No	
028	81		54 34 48 32	Yes	
029	98		45 28 48 20	No	
030	56		55 32 55 32	Yes	
031	85		31 19 30 17	No	
032	119		42 39 46 33	Yes	
033	124		64 49 58 49	No	
034	38		78 45 77 41	Yes	
035	44		23 13 26 8	No	
036	72		26 13 28 8	Yes	
037	103		37 30 41 21	No	
038	75		53 44 52 37	Yes	
039	25		36 35 37 31	No	
040	106		15 9 13 11	Yes	
			63 37 64 32	No	

Lea County

Election Day

Canvass of Returns of Local Election Held on November 4, 2025 - State of New Mexico
Canvass Sheet

Precinct	Ballots Cast												Precinct					
	MANUEL QUIROZ JR ()	Hospital Board Member 4 NOR LEA HOSPITAL 4			Hospital Board Member 5 NOR LEA HOSPITAL 5			TATUM MUNICIPAL SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of			EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of							
041	108																	
042	111																	
043	115																	
044	101																	
050	16																	
051	33																	
052	63																	
053	61																	
054	35																	
055	33																	
056	39																	
057	97																	
058	28																	
059	6																	
061	49																	
062	40																	
071	174				103	44	84	68	91	61								
072	215				151	49	128	78	128	77								
073	173				0	0	0	0	0	0								
074	102				0	1	1	0	1	0								
Total	4341	166	114	136	46	254	94	213	146	220	138	1546	1069	1525	938	222	141	074

Lea County
County Summary

 Canvass of Returns of Local Election Held on November 4, 2025 - State of New Mexico
 Canvass Sheet

Precinct	Ballots Cast		Elected Officials									
002	16	JOHN DEAN DAVIS	Mayor EUNICE MUNICIPAL DISTRICT									
003	293	BILLY HOBBS										
008	85	JOSEPH ANGELO IMBRIALE	Mayor HOBBS MUNICIPAL DISTRICT									
009	163	ROY DWAYNE PENICK										
010	185	JONATHAN SENA										
011	102	LARRY BURNS	Mayor JAL MUNICIPAL DISTRICT									
012	87	PHILLIP NATHAN LITTLE										
013	135	W STEPHEN ALDRIDGE										
014	140	MARILYN J BURNS	Mayor TATUM MUNICIPAL DISTRICT									
015	143	ISABELLA NICOLE OLIVAS SAENZ										
016	70	R FINN SMITH	City Councilor HOBBS CITY COUNCIL 1									
017	68	CHRIS MILLS	City Councilor HOBBS CITY COUNCIL 2									
018	72	LARRON B FIELDS	City Councilor HOBBS CITY COUNCIL 3									
019	200	KOAN LAVAY BOUGHNER										
020	136	CHRISTOPHER DANIEL JOHNSON	City Councilor LOVINGTON CITY COUNCIL 1									
021	44	EZEQUEL RODRIGUEZ										
022	264	DAVID A TRUJILLO										
023	175	SCOTT DAVID BOLDT	City Councilor LOVINGTON CITY COUNCIL 2									
024	221	CHRISTINA M RAMON										
025	231	JOSE SALVADOR MARRUFO	City Councilor LOVINGTON CITY COUNCIL 4									
026	90	STEVEN W PERRY										
027	154	CURTIS JACK ROUSE										
028	128	TY D CHANLEY										
029	185	STEVE ALAN ALMAGER	City Councilor EUNICE MUNICIPAL DISTRICT									
030	114	ROXIE J LUSTER (write in)										
031	129	GUSTAVO P CASTANEDA (write in)										
032	221	STACY T WARD										
033	196	JULIA E WATSON										
034	61	REBEKAH DEE RICHARD										
035	64	LORENZO CHACON	City Councilor JAL MUNICIPAL DISTRICT									
036	111	MICHAEL RICHARD THORNE										
037	153	JULIAN SAUCEDA										
038	149	ELIZABETH REY ACOSTA										
039	45	MARY N JIRON										
040	176	LEONA HWYLIE										
		TERESA RENEE GRADY										
		PAUL N RAMIREZ	City Councilor TATUM MUNICIPAL DISTRICT									
		AMBER LEE HITCHCOCK										

Precinct		Ballots Cast												
002	16	SARAH ELIZABETH PUCKETT	JOSEPH EDWARD KALISEK	Municipal Judge EUNICE MUNICIPAL DISTRICT										
003	293	86	99	CARLTON GLEN JENKINS	SHERYL DENISE ALLEN	LAURA STEPHANIE GUERRA	MARK R OWENS	PHILIP L WINTEREGG	PAM D RANDALL	School Board Member HOBBS SCHOOL BOARD				
008	85			20	51	155								
009	163			17	139									
010	185			10	10									
011	102			28	63									
012	87			27	56									
013	135			21	75									
014	140			36	92									
015	143			12	78									
016	70			33	35									
017	68			13	54									
018	72			5	2									
019	200					180								
020	136					122								
021	44					233								
022	264													
023	175													
024	221													
025	231													
026	90					83								
027	154													
028	128													
029	185													
030	114													
031	129													
032	221													
033	196													
034	61													
035	64													
036	111													
037	153					134								
038	149													
039	45													
040	176													

Precinct	Ballots Cast				Precinct
002	16	MANUEL QUIROZ JR	Hospital Board Member 4 NOR LEA HOSPITAL 4		
003	293	JULIA ANN MYERS	Hospital Board Member 5 NOR LEA HOSPITAL 5		
008	85		TATUM MUNICIPAL SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
009	163	137	Yes	No	
010	185		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		
011	102		Yes	No	
012	87		EUNICE PUBLIC SCHOOLS PUBLIC SCHOOL BUILDINGS (\$2.00 MILL) TAX QUESTION: Shall		
013	135		Yes	No	
014	140	66	EUNICE PUBLIC SCHOOLS PUBLIC SCHOOL BUILDINGS (\$2.00 MILL) TAX QUESTION: Shall		
015	143	121	Yes	No	
016	70	59	EUNICE PUBLIC SCHOOLS PUBLIC SCHOOL CAPITAL IMPROVEMENTS (\$2.00 MILL) TAX QUESTION: Shall		
017	68	54	Yes	No	
018	72	65	HOBBS MUNICIPAL SCHOOLS PUBLIC SCHOOL BUILDINGS (\$4.00 MILL) TAX QUESTION: Shall		
019	200		Yes	No	
020	136		119 77 106 72		002
021	44		74 57 70 54		003
022	264		144 107 137 103		008
023	175		87 85 88 72		009
024	221		109 101 104 87		010
025	231		107 106 105 93		011
026	90		45 42 50 36		012
027	154		97 54 90 52		013
028	128		71 47 72 34		014
029	185		96 74 90 68		015
030	114		63 44 60 36		016
031	129		72 52 78 43		017
032	221		125 83 117 75		018
033	196		116 76 118 66		019
034	61		34 24 37 18		020
035	64		36 18 40 14		021
036	111		63 40 66 32		022
037	153		85 62 80 54		023
038	149		71 71 65 66		024
039	45		25 19 20 24		025
040	176		101 67 98 62		039
					040

Lea County

County Summary

Canvass of Returns of Local Election Held on November 4, 2025 - State of New Mexico

Canvass Sheet

Precinct	Ballots Cast	
041	195	SARAH ELIZABETH PUCKETT
		JOSEPH EDWARD KALISEK
		CARLTON GLEN JENKINS
		SHERYL DENISE ALLEN
		LAURA STEPHANIE GUERRA
		MARK R OWENS
		PHILIP L WINTEREGG
		PAM D RANDALL
		PATRICIA D JONES
		JULIA D DANIELS
		MATTHEW RAY COY
		ALICE ELOVE HAHN
		RICHARD EUGENE FREDERICK JR
		JULIA E WATSON
		JAMES M GOOSS
		AMY M CRAWFORD
		CRUZ/MARTIN MELCHOR SANCHEZ
		BRADLEY CHARLES BISHOP
		CLAYBURN GRIFFIN
		SHILO W SEALY
		CHASE J VUICHICH
		TRAVIS L GLENN
		JAKE KILLOUGH MITCHELL
		DAVID O DELAO JR
		DAVID E ROWSER
		HECTOR H BAEZA
		ERICA ANN JONES
		CODY CARL HUDSON
		ELIZABETH JACQUELINE BOONE
		KYSHA ROCKELL MCBEE
		CAR NICOLE COY
		RICHARD EUGENE FREDERICK JR
		CHRISTINE ANNE LITTLE
		JULIA E WATSON
		BRIDGET DENISE FULFER
		KAYTLINNE DANIELLE SERRNA
		JOHNNY M OWEN II
		ROBERT DELACRUZ
		Hospital Board Member 3 NOR LEA HOSPITAL 2
Total	7215	86
	99	255
	216	222
	655	155
	1036	266
	146	358
	292	137
	115	48
	0	0
	62	180
	180	153
	47	28
	1	1
	0	20
	112	107
	292	260
	75	75
	851	294
	308	577
	577	215
	215	196
	196	115
	115	653
	653	931
	931	982
	982	5910
	5910	215
	215	234
	234	248
	248	81
	81	163
	163	42
	42	178
	178	62
	62	262
	262	256

Precinct	Ballots Cast														Precinct			
	MANUEL QUIROZ JR		Hospital Board Member 4 NOR LEA HOSPITAL 4		Hospital Board Member 5 NOR LEA HOSPITAL 5		TATUM MUNICIPAL SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		EUNICE PUBLIC SCHOOLS GENERAL OBLIGATION BOND QUESTION: Shall the Board of		EUNICE PUBLIC SCHOOLS PUBLIC SCHOOL BUILDINGS (\$2.00 MILL) TAX QUESTION: Shall		EUNICE PUBLIC SCHOOLS PUBLIC SCHOOL CAPITAL IMPROVEMENTS (\$2.00 MILL) TAX QUESTION: Shall		HOBBS MUNICIPAL SCHOOLS PUBLIC SCHOOL BUILDINGS (\$4.00 MILL) TAX QUESTION: Shall		EUNICE SPECIAL HOSPITAL PROPERTY TAX QUESTION: Shall the Eunice Special	
041	195	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	041		
042	169															042		
043	183															043		
044	167															044		
050	22															050		
051	54															051		
052	97															052		
053	100															053		
054	55															054		
055	53															055		
056	63															056		
057	135															057		
058	44															058		
059	10															059		
061	82															061		
062	46															062		
071	242				151	60	123	88	131	79					134	84	071	
072	293				210	65	179	104	180	100					174	107	072	
073	246				0	0	0	0	0	0					0	0	073	
074	153				0	1	1	0	1	0					1	0	074	
Total	7215	324	178	189	62	361	126	303	192	312	179	2590	1850	2497	1629	309	191	

OATH OF OFFICE

I, David E. Rowser, having been appointed to the office of New Mexico Junior College Board Member in the County of Lea, do solemnly swear, to support the constitution of the United States of America and the laws of the State of New Mexico. I will faithfully and impartially discharge the duties of office as a member of the New Mexico Junior College Board, which I am about to enter, according to law and to the best of my ability.

David E. Rowser

State of New Mexico

County of Lea

SUBSCRIBED AND SWORN to me this 15th day of January, 2026.

Notary Seal

Notary Public

OATH OF OFFICE

I, Hector H. Baeza, having been appointed to the office of New Mexico Junior College Board Member in the County of Lea, do solemnly swear, to support the constitution of the United States of America and the laws of the State of New Mexico. I will faithfully and impartially discharge the duties of office as a member of the New Mexico Junior College Board, which I am about to enter, according to law and to the best of my ability.

Hector H. Baeza

State of New Mexico

County of Lea

SUBSCRIBED AND SWORN to me this 15th day of January, 2026.

Notary Seal

Notary Public

OATH OF OFFICE

I, Erica Ann Jones, having been appointed to the office of New Mexico Junior College Board Member in the County of Lea, do solemnly swear, to support the constitution of the United States of America and the laws of the State of New Mexico. I will faithfully and impartially discharge the duties of office as a member of the New Mexico Junior College Board, which I am about to enter, according to law and to the best of my ability.

Erica Ann Jones

State of New Mexico

County of Lea

SUBSCRIBED AND SWORN to me this 15th day of January, 2026.

Notary Seal

Notary Public

**NEW MEXICO JUNIOR COLLEGE
BOARD MEETING
DECEMBER 18, 2025
MINUTES**

The New Mexico Junior College Board met on Thursday, December 18, 2025, beginning at 1:30 p.m. in the Pannell Library, Zia Board Room. Mr. Travis Glenn, Board Chair; Mr. Hector Baeza, Secretary; Mr. David Rowser; Mr. Manny Gomez; Mr. Guy Kesner; and Mrs. Erica Jones were present. Ms. Evelyn Rising was absent.

Mr. Glenn called the meeting to order and welcomed Mr. Levi Hill with the Hobbs New-Sun.

Upon a motion by Mr. Kesner, seconded by Mr. Gomez, the Board unanimously adopted the agenda.

Upon a motion by Mr. Baeza, seconded by Mr. Gomez, the Board unanimously approved the minutes of November 20, 2025.

Under President's Report Mr. Will Thompson provided an Employees Report for new employees and resignations. In addition, Mr. Thompson reported NMJC currently has 12 open positions.

Dr. Stephanie Ferguson and Dr. Larchinee Turner distributed the 2nd Working Draft of the Assurance Argument to each of the Board members. Dr. Ferguson reported the Assurance Argument will be locked and submitted on January 12, 2026. In addition, Board members were invited to attend an HLC & Me Small Talk & Topics event scheduled to be held on January 7, 2026.

President Mitchell reported NMJC spring enrollment is up by 3.4% as compared to last year.

President Mitchell reported HED has indicated they will release the online 10-hour mandated board training to Board members on December 19, 2025, with the deadline for completion remaining on December 31, 2025.

Under Information Items Mr. Glenn provided a brief update on the recent Board Student Success Committee Meeting held on December 10, 2025. He reported committee discussion included Articulation Agreements, Automotive Technology, Cosmetology, Welding, and Practical Nursing Programs.

Mr. Josh Morgan presented the Expenditure Report, Revenue Report, Oil & Gas Revenue Report and the Schedule of Investments Report for November 2025.

Under New Business Mr. Morgan presented a consideration to take the Construction of the NMJC Agricultural Education Facility to HED for Approval at the January 7, 2026 NMHED Capital Projects Hearing. The cost estimate was prepared by NMJC's Construction Manager at Risk, Bradbury Stamm Construction, based on Dekker Architects' 90% construction documents. The construction estimate is \$8,171,459, with a 5% construction contingency of \$408,573 included in our request to HED. An additional \$2,376,087 is budgeted for soft costs, including architectural/engineering services, project administration, surveys/commissioning, furniture, fixtures, equipment (FF&E), access control, CCTV, and gross receipts tax. This brings the total budget to \$10,956,119. Funding for the project will come from Institutional Capital Funds designated for the Agricultural Education Facility, with \$11,000,000 allocated. Administration requested the board's approval of the NMJC Agricultural Education Facility at

\$10,956,119. If approved, administration will present the project to the HED Capital Outlay Committee on January 7, 2026. Upon a motion by Mr. Gomez, seconded by Mrs. Jones, the Board unanimously approved this request as presented.

Mr. Morgan presented a consideration to take the Expansion of the Indoor Rodeo Arena to HED for Approval at the January 7, 2026 NMHED Capital Projects Hearing. The cost estimate for the NMJC Indoor Rodeo Arena Expansion was prepared by NMJC's Construction Manager at Risk, Bradbury Stamm Construction, based on Dekker Architects' 90% construction documents. The construction estimate is \$11,155,990, with a 10% construction contingency of \$1,115,599 included in NMJC's request to HED. An additional \$3,280,770 is budgeted for soft costs, including architectural/engineering services, project administration, surveys/commissioning, furniture, fixtures, equipment (FF&E), access control, CCTV, and gross receipts tax. This brings the total project budget to \$15,552,359. Funding for this project will come from Institutional Capital Funds designated for the Indoor Rodeo Arena Expansion, with \$15,600,000 allocated. Administration requested the Board's approval of the NMJC Indoor Arena Expansion at a cost of \$15,552,359. If approved, administration will present the project to the HED Capital Outlay Committee on January 7, 2026. Upon a motion by Mr. Baeza, seconded by Mr. Gomez, the Board unanimously approved this request.

Mr. Morgan presented a consideration to take the Construction of the NMJC Rodeo and Agricultural Education District Loop Road & Utilities to HED for Approval at the January 7, 2026 NMHED Capital Projects Hearing. The cost estimate was prepared by NMJC's Construction Manager at Risk, Bradbury Stamm Construction, based on Dekker Architects' 90% construction documents. The construction estimate is \$9,877,662, with a 5% construction contingency of \$493,883 included in NMJC's request to HED. An additional \$2,140,199 is budgeted for soft costs, including architectural/engineering services/commissioning, CCTV, and gross receipts tax. This brings the total project budget to \$12,511,744. Funding for this project will come from Institutional Capital Funds designated for the Rodeo and Agricultural Education District Loop Road & Utilities, with \$11,000,000 allocated. Administration requested: 1) Board's approval to transfer an additional \$1,600,000 from Institutional Reserves to the Institutional Capital Fund for the Rodeo and the Agricultural Education District Loop Road & Utilities, and 2) Board's approval of the NMJC Rodeo and Agricultural Education District Loop Road & Utilities Project at a cost of \$12,511,744. If approved, administration will present the project to the HED Capital Outlay Committee at the January 7, 2026 NMHED Capital Outlay Projects Hearing. Upon a motion by Mrs. Jones, seconded by Mr. Gomez, the Board unanimously approved the transfer of an additional \$1,600,000 from Institutional Reserves to the Institutional Capital Fund. Upon a motion by Mr. Baeza, seconded by Mrs. Jones, the Board unanimously approved the NMJC Rodeo and Agricultural Education District Loop Road & Utilities Project at \$12,511,744 to be presented to HED at the Capital Outlay Committee Projects Hearing on January 7, 2026.

Mr. Morgan presented a consideration of the purchase of Heidel Hall Furniture. With renovations to Heidel Hall nearing completion in April of 2026, administration is preparing to order furniture for classrooms, lecture halls, laboratories, student common space, and staff offices. This purchase will ensure Heidel Hall is fully equipped with modern, functional, and technology-integrated furniture to support learning, collaboration and administrative work. Mr. Morgan reported the total investment for this project is based on proposals from Goodmans, reporting two out of the three proposals have been revised from the original proposals previously submitted in the Board packet. He reported the initial request submitted was \$919,492.69, updated to \$863,364.40, with adjustments to the staff offices at \$53,474.30 (updated from \$74,587.34), and adjustments to the classrooms, laboratories and student common areas at \$605,307.87

(updated from \$640,323.12). He noted the proposal for the lecture halls remained the same at \$204,582.23. The Heidel Hall Institutional Capital Fund has a budget of \$4,887,386, and administration is requesting the Board's approval of these three proposals totaling \$863,364.40. Upon a motion by motion by Mr. Kesner, seconded by Mrs. Jones, the Board unanimously approved this requested as presented.

Mr. Glenn called for comments from the public. There were no comments. The next Regular Board Meeting was scheduled for Thursday, January 15, 2026 at 1:30 pm in the Zia Board Room.

Upon a motion by Mr. Kesner, seconded by Mrs. Jones, and by unanimous consent, the meeting adjourned at 2:19 pm.

Travis Glenn, Chair

Hector Baeza, Secretary

NEW MEXICO JUNIOR COLLEGE

Vice President for Finance

To: New Mexico Junior College Board Members
From: Josh Morgan
Date: January 9, 2026
RE: December 2025 Financial Reports

Expenditure Report

December marks the sixth month of the 2025–2026 fiscal year. The Expenditure Report reflects year-to-date totals that include both actual expenditures and encumbrances. As of the end of December, total year-to-date expenditures and encumbrances stand at \$89,859,196.

Current Unrestricted Funds:

December expenditures total \$2,371,242. Year-to-date expenditures total \$24,750,328 representing 48% of the projected budget. The majority of these costs are associated with routine payroll and benefit expenses, including the 4% compensation increase. Internal Services (Computer Services, Motor Pool, and Document Center) have monthly credits applied to their accounts and will back within budget by year-end. Operations and Maintenance expenditures are higher than this time last year due to an increase in property insurance. Student Aid, Auxiliary, and Athletic expenditures are tracking as expected.

Current Restricted Funds:

December expenditures total \$47,702. Year-to-date expenditures total \$3,543,806. Grant-related spending is progressing as anticipated. The Business Office continues to monitor these expenditures closely and submits drawdown requests to the appropriate state and federal agencies. In student financial aid, disbursements have been made for the summer and fall semesters.

Plant Funds:

December expenditures and encumbrances total \$6,653,632. Major encumbrances during the month include the design services for the new Student Housing Unit and the Heidel Hall furniture. Year-to-date expenditures total \$61,565,062. Major capital projects in design or construction include:

- Heidel Hall Renovation
- Bob Moran and Pannell Library Air Handler Replacements
- Baseball Press Box

- Site Project – Phase II
- Equine Education Center
- Agricultural Education Facility
- Indoor Rodeo Arena
- Rodeo & Agricultural District Loop Road & Utilities

Revenue Report

Current Unrestricted Revenue:

Revenue received in December totaled \$21,212,584. This primarily includes tuition and fees, and the monthly oil and gas production and equipment revenue. Year-to-date revenues total \$48,406,421.

Restricted Revenue:

Grant and student aid revenue was not reflected in this report due to the timing of when the reports were generated. Year-to-date revenues total \$3,598,489.

Grants revenue consists of drawdown of funds for Student Support Services, Adult Education, and SBDC, as well as grant revenue accrued from the Maddox Foundation for the Hobbs August Nites production, and donations received for the NMJC Rodeo.

Student aid revenue consists of NM Student Incentive Grant, NM Lottery Scholarship, NM Teacher Preparation Scholarship, NM Opportunity Scholarship, NM State Work Study, NM High Demand State Work Study, Federal Pell Grants, Federal Direct Loan Program, and Federal Supplemental Educational Opportunity Grant.

Plant Fund Revenue:

Plant fund revenue for December totaled \$1,127,918, consisting of the LGIP and LCSB CDARS interest earnings. Year-to-date revenues total \$7,902,139.

Overall Revenue:

Total revenue for December was \$22,340,502. Year-to-date revenues total \$59,907,049.

Oil and Gas Revenue Report

The Oil & Gas Report reflects the third month of revenue for FY26. In December, the College received \$5,528,354 in oil and gas revenue for September 2025. The months of October through December each reflect the monthly accrual amount of \$1,064,583.

In addition, the College received \$15,207,520 in Oil & Gas Equipment Tax revenue.

Including these three months of accruals, total Oil and Gas Production and Equipment Tax revenue through November is \$15,389,538.

Investment Report

At the beginning of December, the College held a balance of \$299 million in the Local Government Investment Pool (LGIP). There was no activity during the month. Interest earnings for December totaled \$972,872, reflecting a net yield of 3.781%. We are beginning to see rates decline due to the recent Federal Reserve actions. The Federal Reserve reduced interest rates by 25 basis points in September, October, and December.

The College also holds \$50 million in CDARs through Lea County State Bank. Interest earned on these accounts in December was \$155,046.

As of December 31, \$280,671,270 is allocated to capital projects.

The NMJC Educational Success Endowment Fund has been allocated \$50 million, as of December 31. The fund is established to be retained for long-term investment with a view toward providing long-term stability and funding for the operations of NMJC. The formal resolution creating the endowment can be changed or canceled in the future. The fund constitutes a restricted fund of NMJC into which funds may be deposited from time-to-time, as determined by the Board. Earnings from the investment may be budgeted and appropriated by the NMJC Board for expenditures to support the operations of NMJC in furtherance of providing educational services or may be reinvested in the fund. The Board may, by resolution, adopt additional rules and regulations regarding the investment and expenditure of the earnings of the fund.

NEW MEXICO JUNIOR COLLEGE
Expenditure Report
December 2025

50% of Year Completed

Fund	2024-25			2025-26			
	Final Budget	Year-to-Date Expended or Encumbered	Percentage of Budget Expended	Budget	Current Expended or Encumbered	Expended or Encumbered	Percentage of Budget Expended
CURRENT UNRESTRICTED FUND							
Instruction and General:							
Instruction	15,418,806	6,366,744	41%	16,025,655	500,025	6,599,886	41%
Academic Support	3,623,118	1,816,999	50%	3,653,581	136,524	1,637,557	45%
Student Services	4,482,875	2,054,196	46%	4,364,948	201,921	2,166,162	50%
Institutional Support	8,657,077	4,149,977	48%	8,755,533	316,541	4,370,360	50%
Operation & Maintenance of Plant	6,916,756	2,913,544	42%	6,729,458	328,947	3,485,482	52%
Subtotal - Instruction & General	39,098,632	17,301,460	44%	39,529,175	1,483,958	18,259,447	46%
Internal Service Departments							
Student Aid	276,722	259,842	94%	238,571	85,239	463,215	194%
Auxiliary Enterprises	1,567,616	640,158	41%	1,050,880	12,993	636,669	61%
Athletics	4,941,194	2,350,023	48%	4,191,877	616,440	2,468,099	59%
	6,377,452	2,563,500	40%	6,529,645	172,612	2,922,898	45%
Total Current Unrestricted Fund	52,261,616	23,114,983	44%	51,540,148	2,371,242	24,750,328	48%
CURRENT RESTRICTED FUND							
Grants							
Student Aid	1,060,978	472,557	45%	1,141,804	44,171	682,654	60%
	5,632,647	2,685,375	48%	5,337,000	3,531	2,861,152	54%
Total Current Restricted Fund	6,693,625	3,157,932	47%	6,478,804	47,702	3,543,806	55%
PLANT FUNDS							
Capital Outlay / Bldg. Renewal & Repl.							
Projects from Institutional Funds	310,353,226	47,939,241	15%	294,629,976	6,378,500	56,061,641	19%
Projects from State GOB Funds	28,956	1,034	4%	86,237	14,623	14,623	17%
Projects from State STB Funds	888,536	659,321	74%	229,215	-	-	0%
Projects from General Fund	2,545,000	-	0%	4,395,901	-	3,383,497	77%
Projects from Other State Funds	550,690	154,864	28%	967,011	3,130	38,440	4%
Projects from Private Funds	1,750,000	-	0%	2,743,052	162,861	509,926	0%
Projects from State BR&R I&G	820,799	360,341	44%	1,628,019	43,229	890,075	55%
Projects from State BR&R Non I&G	-	-	0%	1,000,000	29,301	379,375	38%
Projects from State IR&R	-	-	0%	750,000	-	4,182	1%
Projects from State ER&R	1,385,259	388,066	28%	1,330,852	21,988	283,303	21%
Subtotal - Capital and BR&R	318,322,466	49,502,867	16%	307,760,263	6,653,632	61,565,062	20%
Debt Service							
Revenue Bonds			0%				0%
Total Plant Funds	318,322,466	49,502,867	16%	307,760,263	6,653,632	61,565,062	20%
GRAND TOTAL EXPENDITURES	377,277,707	75,775,782	20%	365,779,215	9,072,576	89,859,196	25%

NEW MEXICO JUNIOR COLLEGE
Revenue Report
December 2025

50% of Year Completed

Fund	2024-25			2025-26			
	Final Budget	Year-to-date Revenue	Percentage of Budget Received	Budget	Current Revenue	Year-to-date Revenue	Percentage of Budget Received
CURRENT UNRESTRICTED FUND							
Instruction and General:							
Tuition and Fees	4,562,200	3,945,663	86%	4,500,000	341,074	4,162,687	93%
State Appropriations	9,608,816	4,817,887	50%	8,744,600	-	4,996,398	57%
Advalorem Taxes - Oil and Gas	85,349,512	37,330,343	44%	17,675,000	20,735,874	36,125,412	204%
Advalorem Taxes - Property	14,470,153	3,294,087	23%	14,500,000	-	-	0%
Other Revenues	197,600	105,568	53%	321,536	1,737	81,408	25%
Subtotal - Instruction & General	114,188,281	49,493,548	43%	45,741,136	21,078,685	45,365,905	99%
Internal Service Departments	29,910	1,409	5%	-	-	1,216	0%
Auxiliary Enterprises	3,363,318	2,577,687	77%	3,000,000	133,899	2,735,685	91%
Athletics	608,550	293,980	48%	722,630	-	303,615	42%
Total Current Unrestricted	118,190,059	52,366,624	44%	49,463,766	21,212,584	48,406,421	98%
CURRENT RESTRICTED FUND							
Grants	1,023,893	470,835	46%	1,141,804	-	609,741	53%
Student Aid	5,632,647	2,097,977	37%	5,337,000	-	2,988,748	56%
Total Current Restricted	6,656,540	2,568,812	39%	6,478,804	-	3,598,489	56%
PLANT FUNDS							
Capital Outlay / Bldg. Renewal & Repl. Projects from State GOB Funds	28,957	3,000	10%	82,237	-	-	0%
Projects from State STB Funds	888,536	490,342	55%	229,215	-	-	0%
Projects from General Fund	2,545,000	-	0%	4,395,901	-	667,738	15%
Projects from Private Funds	1,750,000	1,750,000	0%	249,000	-	214,000	86%
Interest Income (LGIP & CDARs)	14,289,465	7,129,590	50%	2,400,000	1,127,918	7,020,401	293%
Total Plant Funds	19,501,958	9,372,932	48%	7,356,353	1,127,918	7,902,139	107%
GRAND TOTAL REVENUES	144,348,557	64,308,368	45%	63,298,923	22,340,502	59,907,049	95%

NEW MEXICO JUNIOR COLLEGE

Oil and Gas Revenue Report

December 2025

50% of Year Completed

		OIL		GAS		COMBINED		
Month of		Price per BBL	Lea County BBLs sold	Price per MCF	Lea County MCF sold	Monthly Revenue	2024-25	Variance
Sales	Distribution						Original Budget	Over (Under) Budget
Actual	July	\$65.77	37,509,882	\$2.17	162,366,064	6,140,575	1,064,583	5,075,992
Actual	August	\$62.72	35,536,525	\$1.79	163,969,884	6,031,117	1,064,583	4,966,534
Actual	September	\$61.87	36,475,612	\$1.77	137,599,287	5,528,354	1,064,583	4,463,771
Actual	October					1,064,583	1,064,583	0
Actual	November					1,064,583	1,064,583	0
Actual	December					1,064,583	1,064,583	0
Actual	January						1,064,583	(1,064,583)
Accrual	February						1,064,583	(1,064,583)
Accrual	March						1,064,583	(1,064,583)
Accrual	April						1,064,583	(1,064,583)
Accrual	May						1,064,583	(1,064,583)
Accrual	June						1,064,583	(1,064,583)
						Y.T.D. Production Tax Revenue	20,893,795	12,774,996
						Y.T.D. Equipment Tax Revenue	15,231,617	2,750,000
						Total Year-to-Date Oil & Gas and Equipment Tax Revenue	36,125,412	15,524,996
								20,600,416

NEW MEXICO JUNIOR COLLEGE
Schedule of Investments
December 2025

50% of Year Completed

Financial Institution	Amount Invested	Account Number	Interest Rate	Interest Earned
State of New Mexico				
Local Government Investment Pool	299,000,000	7102-1348	3.781%	972,872
Plus deposits	-			
Less withdrawals	-			
Total LGIP investments	299,000,000			972,872
Lea County State Bank CDAR				
2 Yr. 07/25/24 - 07/23/26	1,000,000	1029404077	4.270%	3,765
2 Yr. 08/01/24 - 07/30/26	1,000,000	1029441436	4.260%	3,753
2 Yr. 08/08/24 - 08/06/26	1,000,000	1029475756	4.310%	3,795
1 Yr. 08/25/25 - 08/27/26	12,000,000	1031761359	3.790%	38,343
1 Yr. 09/04/25 - 09/03/26	12,000,000	1031796403	3.750%	37,914
1 Yr. 09/18/25 - 09/17/26	8,000,000	1031879643	3.510%	23,639
2 Yr. 09/04/25 - 09/02/27	3,000,000	1031796462	3.550%	8,977
2 Yr. 09/11/25 - 09/09/27	2,500,000	1031836197	3.530%	7,434
2 Yr. 09/18/25 - 09/16/27	4,200,000	1031879651	3.420%	12,095
2 Yr. 09/25/25 - 09/23/27	1,900,000	1031931734	3.420%	5,468
3 Yr. 09/04/25 - 08/31/28	1,000,000	1031796497	3.520%	2,967
3 Yr. 09/11/25 - 09/07/28	500,000	1031836219	3.500%	1,474
3 Yr. 09/18/25 - 09/14/28	900,000	1031879678	3.390%	2,569
3 Yr. 09/25/25 - 09/21/28	1,000,000	1031931696	3.390%	2,853
Total Lea County State Bank CDAR	50,000,000			155,046

Capital Project	12/31/2025
Vehicles	417,254.35
Campus Master Plan	271,401.09
WHM North Gallery Renovation	500,000.00
Softball Field	500,000.00
National Track Meet	145,765.00
Technology Upgrade	509,514.28
Fire Alarm Upgrade	573.38
Website Upgrade	195,650.29
Std Ctr & Bob Moran Roof Replacement	1,500,000.00
Site Improvements - Phase 1	2,551,835.71
Workforce Development	72,195.12
Higher Learning Commission	67,696.17
Public Sector	50,000.00
Campus Security	125,226.72
Copier Replacement	104,165.95
Non-Recurring Compensation	773,658.48
Athletics	3,377.34
Succession Plan	210,386.00
WHM Exhibits	78,981.31
Track Upgrades	53,900.00
Rodeo & Agricultural District - Phase 3	15,066,393.32
Watson Hall Renovation	342,356.83
Industrial Training Center	43,345.75
Heidel Hall Renovation	14,228,402.87
Campus Housing Unit	80,000,000.00
Cafeteria Construction	20,000,000.00
Mansur Hall Remodel	9,510,102.14
Mary Hagelstein Remodel	12,568,150.25
Campus Wide Access Control	422,054.39
Dorm/Apartment Furniture Replacement	500,095.84
CORE	1,500,000.00
Quality of Life (ENMT)	245,000.00
Indoor Athletic Facility	50,000,000.00
WHM Exterior Improvements	276,312.62
Bob Moran & Pannell Library Air Handler	1,139,501.75
Perimeter Security Fencing	2,673,762.76
Rodeo Feed/Livestock	191,322.77
Rodeo Improvements	456,615.76
Rodeo & Agricultural District - Phase 1	9,890,793.62
Campus-Wide Wireless Access Points	152,593.65
Site Improvements - Phase 2	20,819,505.81
Covenant Hospital	7,147,474.95
Baseball Field Press Box	1,645,639.13
John Shepherd Administration Renovation	1,717,997.70
Rodeo & Agricultural District - Phase 2	11,000,000.00
Rodeo & Agricultural District - Phase 4	11,000,000.00
Workforce Training Contingency	2,266.67
Total	\$280,671,269.77

Board Restricted Fund	12/31/2025
Educational Success Endowment Funds	\$50,000,000.00

NEW MEXICO JUNIOR COLLEGE

Vice President for Finance

To: New Mexico Junior College Board Members
From: Josh Morgan
Date: January 9, 2026
RE: Quarterly Financial Action Report

To comply with the HED (Higher Education Department) mandate that each College Board approve a quarterly financial action statement, attached is the Quarterly Action Statement for the quarter ending on December 31, 2025. This disclosure notifies you as the NMJC Board as well as the HED to any financial problems that might not be evident with an income and expense report. The College has made all required payments, payroll, and scheduled payments to vendors. Please approve the Quarterly Financial Action Report as of December 31, 2025.

Respectfully,



Josh Morgan

QUARTERLY FINANCIAL ACTION REPORT

Fiscal Year 26

Today's Date: 01-09-2026

Period (check one)

1st quarter _____ 2nd quarter X 3rd quarter _____ 4th quarter _____

Institution: New Mexico Junior College

DURING THE TIME PERIOD COVERED BY THIS REPORT, DID YOUR INSTITUTION:

(1) Request an advance of state subsidy? Yes: _____ No: X

(2) Fail to make its required payments, as scheduled, to appropriate retirement system(s)?

Yes: _____ No: X

(3) Fail to make its payroll payments, as scheduled?

Yes: _____ No: X

(4) Fail to make its scheduled debt service payments?

Yes: _____ No: X

(5) Fail to make payments to vendors, as scheduled, due to a cash deficiency or a substantial deficiency in the payment processing system?

Yes: _____ No: X

(6) Relative to its original budget for the fiscal year, experience any actual or anticipate any projected financial changes (such as unbudgeted decreases in revenues or unbudgeted increases in expenditures) that will result in a substantially reduced year-end fund balance or larger deficit this fiscal year?

Yes: _____ No: X

If the answer to any of the above is "Yes," please describe in a separate document: (i) the reason for the occurrence, (ii) the actions taken by your institution to resolve this particular occurrence, and (iii) the actions taken by your institution to prevent events such as this from occurring again.

In addition, if the answer to number 6 is "Yes," please describe in a separate document the nature of the financial changes and describe and assess the impact that the changes will have on your institution's planned year-end financial position.

New Mexico Higher Education Department
Institutional Finance Division
Quarterly Financial Certification Template

Please complete and sign the following certification form and submit with Quarterly Financial Statements and Quarterly Financial Actions Report.

I certify that I believe the information provided in the attached (a) Financial Statements, and (b) Financial Actions Report, for the:

1st 2nd X 3rd 4th Quarter, FY 26

are correct as of the date indicated below, and that

New Mexico Junior College

has a functioning financial accounting system that captures assets, liabilities, revenues, and expenditures on a timely basis, and the Governing Board receives timely notification of any significant actual or projected variances between budgeted and actual revenues and expenditures.

Travis Glenn, Board Chair

Cathy Mitchell, Interim President

Josh Morgan
Josh Morgan, Vice President for Finance

NEW MEXICO JUNIOR COLLEGE

Vice President for Finance

To: New Mexico Junior College Board Members

From: Josh Morgan

Date: January 9, 2026

RE: Request for Approval – Architectural Services for Mary Hagelstein Industrial Arts Center Renovation

Background

New Mexico Junior College is planning the renovation and potential replacement of Mary Hagelstein Industrial Arts Center. Dekker Ltd. previously completed an initial programming and study effort for this project in 2022 under an existing agreement with the College. Based on that prior work, Dekker has submitted an Additional Services Proposal dated December 18, 2025, outlining the remaining architectural phases required to advance the project through construction administration.

Dekker's proposed services are allowable under a Cooperative Educational Services (CES) contract. As a result, issuance of a separate Request for Proposals (RFP) was not required for procurement of these architectural services.

Proposal Summary

- Architect: Dekker Ltd., Albuquerque, NM
- Project: Mary Hagelstein Industrial Arts Center Renovation/Replacement
- Maximum Allowable Construction Cost (MACC): \$10,500,000
- Basis of Fee: State of New Mexico Architect Fee Schedule (NMAC 1.5.18), Building Type B – Higher Education
- Basic Services Fee: \$834,750 (7.95% of MACC)
- Additional Services:
 - Technology/AV Design: \$17,300
 - Reimbursables (12-month CA period): \$10,920

- FF&E: TBD
- Total Basic and Additional Services (before tax): \$862,970

Dekker has credited the College for architectural fees previously paid for programming work that can be reused:

- Credit for prior services: <\$21,837.50>
- Adjusted Additional Services Fee: \$841,132.50
- New Mexico Gross Receipts Tax (5.25%): \$44,159.46
- Total Additional Services Request (including NMGRT): \$885,291.96

Board Policy Requirement

Per NMJC Board Policy Manual, any contract exceeding \$300,000 requires formal Board approval. The proposed agreement with Dekker Architects exceeds this threshold.

Justification for Proposed Fee

The proposed fee is reasonable and defensible for the following reasons:

1. State Fee Schedule Compliance

The fee is based on the State of New Mexico's adopted architectural fee schedule for higher education projects, providing a transparent and standardized methodology.

2. Use of CES Contract

Dekker's services are procured through a CES contract, eliminating the need for a separate RFP and ensuring compliance with procurement requirements.

3. Credit for Previous Work

The proposal appropriately deducts previously paid programming fees that will be reused, reducing overall project costs.

4. Comprehensive Scope

The services include all remaining design phases through construction administration, along with required technology/AV design and reimbursables.

Recommendation

Administration recommends that the NMJC Board approve the Additional Services request from Dekker Ltd. for architectural series related to the Mary Hagelstein Industrial Arts Center Renovation in the amount of \$885,291.96, including New Mexico Gross Receipts Tax.

December 18, 2025

Josh Morgan
Vice President for Finance
New Mexico Junior College
jmorgan@nmjc.edu

RE: Additional Services Request 001 for NMJC Mary Hagelstein Hall revised scope of work

Josh:

Thank you for your consideration of our request for additional services for the Mary Hagelstein Hall project. We completed an initial study with the College back in 2022 and propose the rework and remaining phases be considered additional services under that Agreement and Purchase Order.

The New Mexico State Legislature has adopted a new Architect Fee Schedule based on MACC multiplied by a project scale and complexity factor that we plan to use on your projects moving forward. We feel this tool will provide the College with a defensible approach to fees while being very transparent.

Based on the language in NM 1.5.18.1 dated June 10, 2025 the total Basic Services fee for this project in 2025 Dollars is as follows:

\$10,500,000 (MACC) x 7.95% (Building Type B for Higher Education Building) = \$834,750. This proposal is based on replacing the building near the existing Mary Hagelstein, and site work in the immediate area. If extensive site work is required, including a parking lot, we would request this be done as an additional service based on the effort required.

The schedule states that technology/AV design and Reimbursables are not a part of Basic Services, these are now included below:

\$17,300	Technology and AV design
\$10,920	Reimbursables assuming a 12-month CA period
<u>TBD</u>	FFE
\$28,220	Additional Services not included in the State's Basic Services

\$862,970 for Basic and Additional Services before NMGRT. Since we currently have a contract for this work, we recommend adding this amount to the PO after deducting what we have already spent on Architectural services as shown below.

(\$21,837.50)	DEDUCT Architectural fees spent to date for Programming that can be reused
\$ 841,132.50	Additional services including all phases through CA
\$ 44,159.46	NMGRT at <u>Lea County Rest of County rate (5.25%)</u>
\$885,291.96	TOTAL ADDITIONAL SERVICES REQUEST w/NMGRT

Although we used the new State of NM fee schedule to set a fee, below is our fee broken out by manhours using our approved CES billing rates:

	Principal II	Architect III	Architect II	Intern	Cad/Revit	Construction	
				Tech II	Administrator III		Admin Asst II
Hourly Rate Per CES Agreement	\$ 225.00	\$ 175.00	\$ 90.00	\$ 90.00	\$ 150.00	\$ 85.00	
Programming	40	40	60	20			
Schematic Design	80	80	100	60			
Design Development	80	160	240	220	20		
Construction Documents	60	160	240	220	20		
Bidding & Negotiation	24	16		20			
Construction Administration	80	120	100	80	280		140
Total Hours	2,300	364	576	740	620	320	140
Individual Fees	\$ 81,900	\$ 100,800	\$ 66,600	\$ 55,800	\$ 48,000	\$ 11,900	

Josh, thank you for your consideration of this request and please feel free to call with any questions or concerns.

Very truly yours,
Dekker Ltd.



Matt McKim, AIA
Design Leader/Principal, Education + Science

NEW MEXICO JUNIOR COLLEGE

Vice President for Finance

To: New Mexico Junior College Board Members
From: Josh Morgan
Date: January 9, 2026
RE: Donation of Inventory

Pursuant to Article 6 (“Sale of Public Property”) Section 13-6-1, New Mexico Junior College is requesting to donate unused inventory to another governmental entity.

We propose donating the pole vault pit from the NMJC track facility to Lovington Municipal Schools in response to an identified need from their athletic department. The equipment is no longer suitable for use in the upcoming NJCAA National Track Championship but remains functional and can be effectively utilized by Lovington Municipal Schools.

Inventory #	Description	Serial Number of VIN	Acquisition Date	Acquired Value
N19787	Pole Vault Landing Area	Null	6/30/2021	\$18,350.00

If approved by the NMJC Board of Directors, a letter will be sent to the Office of the State Auditor (OSA) and the Higher Education Department (HED) notifying of our intentions to donate of such inventory to another governmental entity. Pursuant to Paragraph B of Section 13-6-1, New Mexico Junior College will wait 30 days from the notice to OSA and HED to donate the items.

In accordance with State Statute 13-6-1, we hereby approved the disposition of New Mexico Junior College public inventory through sell at public auction.

Travis Glenn
Board Chair
New Mexico Junior College

Josh Morgan
VP for Finance
New Mexico Junior College

NEW MEXICO JUNIOR COLLEGE

Vice President for Finance

To: New Mexico Junior College Board Members
From: Josh Morgan
Date: January 9, 2026
RE: Consideration to Transfer Funds from Reserves to Capital for the Walking Trail on the Lovington Highway Project

Background

The J.F. Maddox Foundation has approached NMJC regarding a potential partnership to assist with improvements to the Walking Trail on the Lovington Highway. This property fronts the NMJC campus, and the administration believes it is important that this area reflects positively on our campus. Additionally, this project represents an opportunity for NMJC to collaborate in enhancing our community.

Project Overview

The Hobbs Health Walk Beautification Assessment identifies three design options for improvements along the trail. After review by potential partners, Option 3 has been recommended as the preferred solution. According to the attached presentation, Option 3 provides a practical approach at an estimated cost of approximately \$1.3 million per half mile and includes xeric landscaping, crusher fines, and improved aesthetics while reducing water usage.

Scope and Estimated Cost

Based on the estimated cost per half mile for Option 3 and the distance required to cover NMJC's frontage and the potential Old Covenant Hospital property (if acquired), we estimate that \$2.5 million may be needed to update the Hobbs Health Walk along these sections.

Recommendation

The Board is asked to consider two options:

1. Transfer \$2.5 million from reserves to a capital fund for the Hobbs Health Walk project.

This allocation is based on the estimated cost of Option 3 improvements for NMJC's frontage and the potential Old Covenant Hospital property, should NMJC acquire it. This is only an allocation of funds—there is no commitment of these funds to the project at this time. Any contract or expenditure will return to the Board for approval. This action also signals to the

J.F. Maddox Foundation and other partners that NMJC is committed to continuing discussions and supports the overall concept of the project.

- 2. Do not transfer any funds at this time, but affirm NMJC's interest in continuing discussions with the J.F. Maddox Foundation and other partners and in supporting the overall concept of the Hobbs Health Walk project.**

New Mexico Junior College

5317 Lovington Highway, Hobbs, NM 88240
Phone (575) 392-5018 Fax (575) 492-2764

MEMORANDUM

Date: January 12, 2026
To: NMJC Board
From: Cathy Mitchell, Josh Morgan, Scotty Holloman
Subject: Building Names

The central building on the New Mexico Junior College campus, which houses both the library and the university center, is currently referred to by two names: Pannell Library and CM Burke University Center. This dual naming has led to considerable confusion regarding navigation on campus.

It is proposed that the “CM Burke” designation be relocated to the Allied Health Building to appropriately honor CM Burke’s contributions to New Mexico Junior College, while also clarifying building names for students, staff, and visitors. Under this proposal, the library will be named solely “Pannell Library,” and the Allied Health Building will be renamed the “CM Burke Allied Health Building”.

Approval for these recommended name changes is respectfully requested.

New Mexico Junior College

5317 Lovington Highway, Hobbs, NM 88240
Phone (575) 392-5018 Fax (575) 492-2764

MEMORANDUM

Date: January 12, 2026
To: NMJC Board
From: Travis Glenn
Subject: Board Committees

The New Mexico Junior College Board Policy Manual outlines the establishment of standing committees for the Board: The Finance Committee, Student Success Committee, and Facilities Committee. A new committee is being proposed, the Employee Committee.

At the February Board meeting, the Chair appoints members to these standing committees. All Board Members are encouraged to participate in at least one committee, with each term lasting three years.

Prior to the February Board meeting, each Board member is asked to notify the Chair, Travis Glenn, regarding which committee or committees they are interested in serving on.

Charge of Standing Committees.

BP 3.2.A Standing Committees – Standing committees of the Board shall be appointed at the regular February Board meeting by the Chair of the Board. Standing committees will be responsible for specific College activities as designated from time to time by the Chair of the Board each year. All meetings of standing committees shall be open to all Board members; however, only the members of the standing committees shall make the recommendation to move items forward for full Board action when committee matters are discussed at said meetings. The President shall have the right to attend all committee meetings except those related to issues involving the evaluation of the President.

1. The **Finance Committee** will meet to review, make recommendations and monitor the following:

- a. Budget (current and proposed)
- b. Schedule of Investments
- c. Capital Projects requests; and
- d. Other current or future matters impacting NMJC finances

The Finance Committee meets in March, July, and November of each year. The committee chair may call special meetings at other times to discuss pertinent matters related to NMJC finances. The Finance Committee consists of three NMJC Board Members, NMJC President, and NMJC Vice President for Finance.

2. The **Student Success Committee** will meet to review, make recommendations and monitor the following:

- a. Strategic Enrollment Management Plan
- b. Academic Master Plan
- c. Student Success related data (enrollment, retention, completion, transfer, placement, etc.)
- d. Other current or future projects and initiatives impacting student success at NMJC; and
- e. Pertinent State of New Mexico Legislative Updates

The Student Success Committee meets in April, August, and December each year. The committee chair may call special meetings at other times to discuss pertinent matters related to NMJC student success efforts. The committee consists of three NMJC Board Members, NMJC President, NMJC Vice President for Student Services, and NMJC Vice President for Instruction.

3. The **Facilities Committee** will meet to review, make recommendations and monitor the following:

- a. Facilities Master Plan
- b. Capital Projects
- c. Athletics Master Plan; and
- d. Other current or future projects impacting NMJC facilities

The Facilities Committee meets in January, May and September of each year. The committee chair may call special meetings at other times to discuss pertinent matters related to NMJC facilities. The committee consists of three NMJC Board Members, NMJC President, and NMJC Vice President for Operations & Special Projects.

4. **PROPOSED** - The **Employee Committee** will meet to review, make recommendations, and monitor the following:

- a. Employee Handbook
- b. Employee recruitment, hiring, retention, and separation
- c. Professional Development offerings
- d. Other current or future projects and initiatives impacting employees of NMJC; and
- e. Pertinent State of New Mexico Legislative Updates

The Employee Committee meets in February, June, and December each year. The committee chair may call special meetings at other times to discuss pertinent matters related to Employee matters. The committee consists of three NMJC Board Members and NMJC employees to be determined.

Name: _____

Please indicate your interest in serving on each of the following committees by ranking them 1 – 4.

Finance Committee

Student Success Committee

Facilities Committee

Employee Committee

NEW MEXICO JUNIOR COLLEGE
RESOLUTION NO. 2026-001

WHEREAS, Section 10-15-1(B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to -4) states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission, administrative adjudicatory body or other policymaking body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1(D) of the Open Meetings Act requires the Board to determine annually what constitutes reasonable notice of its public meetings;

NOW, THEREFORE, BE IT RESOLVED that:

1. All meetings shall be held at the Zia Board Room, Pannell Library on the campus of New Mexico Junior College, 1 Thunderbird Circle, Hobbs, New Mexico at 1:30 p.m., or as indicated in the meeting notice.

2. Unless otherwise specified, regular meetings shall be held on the third Thursday of each month. The agenda will be available at least seventy-two hours prior to the meeting from the office of the President of New Mexico Junior College, whose office is located in the John Shepherd Administrative Center, on the Campus of New Mexico Junior College, Hobbs, New Mexico. The agenda will also be posted in the John Shepherd Administrative Center on the Campus of New Mexico Junior College, 1 Thunderbird Circle, Hobbs, New Mexico and on New Mexico Junior College's website at www.nmjc.edu.

3. Notice of regular meetings other than those described in Paragraph 2 will be given ten (10) days in advance of the meeting date. The notice will include a copy of the agenda or information on how a copy of the agenda may be obtained. If not included in the notice, the agenda will be available at least seventy-two (72) hours before the meeting and posted in the John Shepherd Administrative Center on the

Campus of New Mexico Junior College, 1 Thunderbird Circle, Hobbs, New Mexico and on New Mexico Junior College's website at www.nmjc.edu.

4. Special meetings may be called by the Chair or a majority of the members upon three (3) days' notice. The notice for a special meeting shall include an agenda for the meeting or information on how a copy of the agenda may be obtained. The agenda will be available at least seventy-two (72) hours before the meeting and posted in the John Shepherd Administrative Center on the Campus of New Mexico Junior College, 1 Thunderbird Circle, Hobbs, New Mexico and on New Mexico Junior College's website at www.nmjc.edu.

5. Emergency meetings will be called only under unforeseen circumstances that demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The Board will avoid emergency meetings whenever possible. Emergency meetings may be called by the Chair or a majority of the members with twenty-four hours' prior notice, unless threat of personal injury or property damage requires less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda. Within ten days of acting on an emergency matter, the Board will notify the Attorney General's Office; provided that the requirement to report to the Attorney General is waived upon the declaration of a state or national emergency.

6. For the purposes of regular and special meetings described in Paragraphs 3 and 4 of this resolution, notice requirements are met if notice of the date, time, place and agenda or information on how the public may obtain a copy of such agenda is posted on the New Mexico Junior College website, posted in the John Shepherd Administrative Center on the Campus of New Mexico Junior College, 1 Thunderbird Circle, Hobbs, New Mexico and provided to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.

7. For the purposes of emergency meetings described in Paragraph 5, notice requirements are met if notice of the date, time, place and agenda is posted on the New Mexico Junior College website and posted in the John Shepherd Administrative Center on the Campus of New Mexico Junior College, 1 Thunderbird Circle, Hobbs, New Mexico. Telephone notice also shall be given to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.

8. In addition to the information specified above, all notices shall include the following language:

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the President's office John Shepherd Administrative Center on the Campus of New Mexico Junior College, 1 Thunderbird Circle, Hobbs, New Mexico telephone number (575)392-5004 at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the President of New Mexico Junior College if a summary or other type of accessible format is needed.

9. The Board may close a meeting to the public only if the subject matter of such discussion or action is excepted from the open meeting requirement under Section 10-15- 1(H) of the Open Meetings Act.

(a) If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the Board taken during the open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.

(b) If a closed meeting is conducted when the Board is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity, is given to the members and to the general public.

(c) Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

(d) Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by vote of the Board in an open public meeting.

10. The Board of New Mexico Junior College may, by Resolution adopt additional rules and regulations regarding the conduct of the meetings of the New Mexico Junior College Board.

Passed by the Board of New Mexico Junior College this 15th day of January, 2026.

New Mexico Junior College Board

Travis Glenn, Chair

Hector Baeza, Secretary

Guy Kesner, Member

Manny Gomez, Member

Erica Jones, Member

Evelyn Rising, Member

David Rowser, Member

New Mexico Junior College

5317 Lovington Highway, Hobbs, NM 88240
Phone (575) 392-5018 Fax (575) 492-2764

MEMORANDUM

Date: January 12, 2026
To: NMJC Board
From: Scotty Holloman
Subject: Purchase of Property located at 5419 N. Lovington Highway, Hobbs, NM

Lea County, New Mexico made a grant to New Mexico Junior College of \$1,750,000.00 to purchase from Covenant Hospital Hobbs, a Texas nonprofit corporation (“Covenant Health”) the hospital facility and office buildings located at 5419 North Lovington Highway, Hobbs, New Mexico within Section 7, Township 18 South, Range 38 East in Lea County, New Mexico (“Hospital Property”). The Hospital Property has essentially been empty since the opening of Covenant Health's new facility in Hobbs, New Mexico. The Hospital Facility is located immediately adjacent to the campus of New Mexico Junior College.

At the direction of the New Mexico Junior College Board, the College entered into a Purchase and Sale Agreement dated June 24, 2025, with Covenant Health to purchase the Hospital Property. The Purchase and Sale Agreement was amended by First Amendment to Purchase and Sale Agreement dated December, 2025. New Mexico Junior College is not obligated to purchase the Hospital Property until certain due diligence has been completed (the Amendment to the Purchase and Sale Agreement extended the time in which to conduct due diligence), the Board of New Mexico Junior College approves the Purchase and Sale Agreement, and the purchase is approved by the New Mexico Higher Education Department. One of the requirements for the approval by the New Mexico Higher Education Department is to have approval of the Board of New Mexico Junior College.

The Board's approval of the attached Purchase and Sale Agreement and Amendment to Purchase and Sale Agreement, by way of adopting Resolution No. 2026-002 which is attached is requested.

NEW MEXICO JUNIOR COLLEGE

RESOLUTION NO. 2026-002

APPROVAL OF PURCHASE OF REAL PROPERTY

WHEREAS, Covenant Hospital Hobbs, a Texas nonprofit corporation (“Covenant Health”) currently owns the hospital facility and office buildings located at 5419 North Lovington Highway, Hobbs, New Mexico within Section 7, Township 18 South, Range 38 East in Lea County, New Mexico (“Hospital Property”); and

WHEREAS, the Hospital Property has essentially been empty since the opening of Covenant Health's new facility in Hobbs, New Mexico, and the Hospital Property is located immediately adjacent to the campus of New Mexico Junior College (“NMJC”); and

WHEREAS, Lea County, New Mexico has made a grant of \$1,750,000.00 to NMJC to purchase the Hospital Property from Covenant Health; and

WHEREAS, NMJC has entered into a Purchase and Sale Agreement dated June 24, 2025, with Covenant Health for NMJC to purchase the Hospital Property for \$1,750,000.00 the amount of the grant from Lea County, New Mexico (“Purchase Agreement”); and

WHEREAS, the Purchase Agreement has been amended by First Amendment to Purchase and Sale Agreement dated December, 2025 (“Amendment to Purchase Agreement”); and

WHEREAS, the Purchase Agreement requires the Board of NMJC (“Board”) to approve the Purchase Agreement; and

WHEREAS, by state law and regulation, the proposed purchase of the Hospital Property is to be submitted to the New Mexico Higher Education Department (“NMHED”) for approval; and

WHEREAS, NMHED, as one of the conditions of approval of the purchase of real estate requires the Board to approve such purchase.

NOW, THEREFORE, BE IT RESOLVED that the New Mexico Junior College purchase the Hospital Property from Covenant Health for \$1,750,000.00.

BE IT FURTHER RESOLVED, that the Purchase Agreement is hereby ratified and approved.

BE IT FURTHER RESOLVED, that the Amendment to Purchase Agreement is ratified and approved.

BE IT FURTHER RESOLVED, that the officers, agents and employees of NMJC do all things reasonably necessary to complete the purchase of the Hospital Property, including, but not limited to submitting such purchase and the associated Purchase Agreement and Amendment to Purchase Agreement to all entities which are required to approve such purchase, including, but not limited to NMHED.

BE IT FURTHER RESOLVED, that the President of NMJC is authorized to sign any and all closing statements, affidavits and any other transfer documents reasonably necessary for NMJC to purchase the Hospital Property from Covenant Health.

Passed by the Board of New Mexico Junior College this 15th day of January, 2025.

New Mexico Junior College Board

Travis Glenn, Chair

Hector Baeza, Secretary

Manny Gomez, Member

Guy Kesner, Member

Evelyn Rising, Member

Erica Jones, Member

David Rowser, Member

PURCHASE AND SALE AGREEMENT
5419 N. Lovington Highway, Hobbs, New Mexico

THIS PURCHASE AND SALE AGREEMENT (the “**Agreement**”), dated as of June 24, 2025 (the “**Effective Date**”), is entered into between NEW MEXICO JUNIOR COLLEGE (“**Buyer**”), and COVENANT HOSPITAL HOBBS, a Texas nonprofit corporation (“**Seller**”).

RECITALS

- A. Seller owns in fee simple that certain real property located at 5419 N. Lovington Highway, Hobbs, New Mexico and legally described on **Exhibit A-1** (the “**Owned Land**”). The Owned Land is outlined in red and identified as “Parcel 1” in the depiction attached as **Exhibit A-3** (“**Site Depiction**”).
- B. The City of Hobbs, New Mexico (the “**City**”) leased certain property and lands (“**Level 1 Leased Land**”) to the Economic Development Corporation of Lea County, a New Mexico corporation (“**EDC**”) under that certain Lease Agreement dated May 2, 1983, as modified by Modification of Lease Agreement dated December 2, 2002, recorded on December 9, 2002, in Book 1192, Page 101 of the records of Lea County, New Mexico (collectively, the “**Level 1 Lease**”). The EDC was formerly known as the Industrial Development Corporation of Lea County.
- C. The Level 1 Leased Land is north of, and adjacent to, the Owned Land and is shown on the Site Depiction as “Parcel 3” (orange), “Parcel 4” (yellow), and “Parcel 5” (blue). The portion of the Level 1 Leased Land identified on the Site Depiction as (i) Parcel 3 is referred to herein as “**Parcel 3**”, (ii) Parcel 4 is referred to herein as “**Parcel 4**”, and (iii) Parcel 5 is referred to herein as “**Parcel 5**”. Parcel 5 is also legally described in **Exhibit A-2**.
- D. Seller, as successor-in-interest to Lea Regional Hospital, LLC, as subtenant, subleases the Level 1 Leased Land from the EDC pursuant to that certain Modification, Restatement and Amendment of Sub-leases dated September 11, 2002 (“**Level 2 Lease**”).
- E. Seller, as sub-sublandlord, sub-subleases Parcel 4 to G&E HC REIT Hobbs MOB, LLC (“**G&E**”, as successor-in-interest to Hobbs-TMB, LLC) pursuant to that certain Ground Lease Agreement (Sub-Sub-Lease) dated January 15, 2003, as amended (collectively, the “**Level 3 Lease**”).
- F. G&E, as sub-sub-sublandlord, sub-sub-subleases Parcel 4 back to Seller pursuant to that certain Master Lease dated January 15, 2003, as amended (collectively, the “**Level 4 Lease**”).
- G. Notwithstanding anything to the contrary, (i) the transaction contemplated by this Agreement does not include any interest Seller has in the Level 3 Lease, the Level 4 Lease, Parcel 3, or Parcel 4, and (ii) the land identified as “Parcel 6” in the Site Depiction is **not** part of this transaction.
- H. At its regular meeting on July 25, 2024, the Board of County Commissioners of Lea County passed resolution 24-JUL-192R providing for the funding to Buyer of \$1,750,000.00 to purchase the Property (as defined below).
- I. At Closing, Seller shall cause the Level 1 Lease and Level 2 Lease to be terminated as to Parcel 5 **only** and Seller shall assign all rights, if any, to Parcel 5 and improvements thereon to Buyer. Buyer will

negotiate with the EDC and the City to acquire ownership of Parcel 5 free of the Level 1 Lease and the Level 2 Lease.

- J. Four medical office buildings are located on the Owned Land and Parcel 5 (“**Medical Office Buildings**”) and some of the space in the Medical Office Buildings is currently occupied by tenants (“**Current Tenants**”). In addition, Seller desires to leaseback a portion of the Medical Office Building for its own use for a period of 3 years after the date of Closing.
- K. Buyer is a New Mexico public community college. Acquisitions of real estate by Buyer are subject to the approval of the New Mexico Board of Finance of the Department of Finance Administration (“**Board of Finance**”) and the New Mexico Higher Education Department (“**NMHED**”). Leases of real estate by Buyer are generally subject to the approval of the New Board of Finance and the NMHED.
- L. Buyer desires to buy, and Seller is willing to sell, the Property (as defined below), on and subject to the terms and conditions of this Agreement.

AGREEMENT

1. **Purchase and Sale**. Upon the terms and conditions set forth herein, Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the following (collectively, the “**Property**”):

- (a) **Owned Land**. The fee simple interest in the Owned Land, including, but not limited to, all of Seller’s right, title and interest in all water, wind, solar and mineral rights related to the Owned Land, together with the structures and improvements situated on the Owned Land (collectively, the “**Owned Real Property**”). The tax parcel number for the Owned Real Property is 4000407080001. The legal description may be revised based upon a mutually acceptable survey of the Owned Real Property, if Buyer performs a survey of the Owned Real Property.
- (b) **Parcel 5 Leased Land**. All of Seller’s right, title and interest in Parcel 5 and any structures and improvements situated on Parcel 5 (collectively, the “**Parcel 5 Real Property**”; the Parcel 5 Real Property and the Owned Real Property are referred to herein as the “**Real Property**”).
- (c) **Personal Property**. Any and all of Seller’s right, title and interest in and to the fixtures, furnishings, equipment and other items of personal property, if any, owned by Seller and located on, and used in connection with the operation of the Real Property, but specifically excluding (i) any fixtures, furnishings, equipment or other items of personal property that are used in Seller’s business or medical operations located at the Real Property subject to the Leaseback Lease (as defined below), and (ii) any fixtures, furnishings, equipment or other items of personal property owned by tenants under leases or the property manager, if any (collectively, the “**Personal Property**”). No portion of the Purchase Price is being allocated to the Personal Property and no separate consideration is to be paid on account of the same.
- (d) **Contracts**. If assignable, Seller’s right, title, and interest in all contracts and other agreements that will continue after Closing to affect the Real Property or Personal Property including, without limitation, contracts or agreements relating to construction, architectural services, parking, maintenance or other supplies or services, management, leasing or brokerage services, utility services, or any equipment leases (collectively, the “**Contracts**”), a current list of Contracts is attached hereto as Schedule 1.d.

(e) Leases. Seller's right, title, and interest as landlord or sublandlord in any leases with the Current Tenants leasing all or any portion of the Medical Office Buildings (collectively, the "**Existing Leases**"), in each case to the extent the same are in effect as of the Closing Date, a current list of which is attached hereto as Schedule 1.e. The term "Existing Leases" does not include the Level 1 Lease or Level 2 Lease.

2. **Payment of Purchase Price; Escrow.**

(a) Purchase Price. The purchase price for the Property is \$1,750,000 (the "**Purchase Price**"). The Purchase Price shall be paid by Buyer on or before Closing to Escrow Holder in the amount of the balance of the Purchase Price plus Buyer's share of expenses and prorations as described in this Agreement.

(b) Method of Payment of Purchase Price. Buyer shall make the following deposits into Escrow (as defined below):

(i) Deposit. Within two (2) business days following the Effective Date, Buyer shall deposit into Escrow the sum of \$5,000.00 (the "**Deposit**"). If Buyer fails to timely deliver the Deposit to Escrow Holder, this Agreement shall automatically terminate and be of no further force and effect. The Deposit shall be deposited by Escrow Holder in a noninterest-bearing account at a federally insured institution as Escrow Holder, Buyer and Seller deem appropriate. The Deposit shall be applied, retained, or released as provided herein.

(ii) Cash at Closing. The balance of the Purchase Price less the Deposit, together with Buyer's share of all closing costs and any prorations, shall be placed into the Escrow by wire transfer of immediately available funds or by cashier's check at least one business day prior to the date of Closing and in time sufficient to permit Escrow Holder to close the Escrow within the time period required by this Agreement.

(c) Escrow. Buyer and Seller shall promptly open an escrow account ("**Escrow**") with First American Title Insurance Company; Portland office; Rachael Rodgers (the "**Escrow Holder**") by delivering a fully executed copy of this Agreement to the Escrow Holder. The purchase and sale of the Property shall be completed through Escrow. This Agreement shall constitute joint escrow instructions to the Escrow Holder in connection with Escrow.

3. **Due Diligence.**

(a) Diligence Materials. From and after the Effective Date, and continuing until the Closing or earlier termination of this Agreement, Seller agrees to provide, to the extent in Seller's possession, Buyer copies of the following materials (collectively, the "**Diligence Materials**"):

- (i) the preliminary title report prepared by the Title Company (as defined below) with respect to the Real Property (the "**PTR**");
- (ii) the most recent survey in Seller's possession for the Real Property, if any (the "**Survey Plan**");
- (iii) any plans or specifications in the possession of Seller for improvements within the Real Property;

- (iv) the Existing Leases and Contracts; and
- (v) any other non-confidential and non-privileged information Seller has in its possession related to the physical condition of the Property as reasonably requested by Buyer.

(b) No representations or warranties. Seller makes no representation or warranty as to the completeness or accuracy of the Diligence Materials. Buyer shall rely exclusively upon its own independent investigation and evaluation of every aspect of the Property and not on any Diligence Materials supplied by Seller. Buyer acknowledges and understands that the Diligence Materials may have been prepared by third parties. Buyer further acknowledges and agrees that Seller shall not have any liability whatsoever pertaining to any Diligence Materials or any information delivered or made available to Buyer. Buyer acknowledges that the Diligence Materials delivered or otherwise made available to Buyer are not intended to be all inclusive or exhaustive, and Seller does not represent or warrant that such information is all of the information and materials that Buyer should review and evaluate in connection with the Property. Upon request by Buyer, Seller shall authorize any third parties to deliver any Diligence Materials in such third party's possession directly to Buyer. Such delivery shall be at no cost to Seller. Notwithstanding anything to the contrary contained herein, this paragraph 3(b) shall not apply to the representations and warranties of Seller relating to the Existing Leases and Contracts below.

(c) Due Diligence Period. Buyer shall have until 5:00 pm Mountain Time One Hundred Eighty (180) days after the Effective Date (the "**Due Diligence Expiration Date**") to make inspections of the Property and the Diligence Materials, and to assess Buyer's decision as to whether to purchase the Property. Buyer, in Buyer's sole and absolute discretion, will determine whether or not the Property is acceptable to Buyer on or before the Due Diligence Expiration Date. If Buyer is satisfied with the results of its due diligence investigation, and Buyer desires to purchase the Property in its "AS-IS, WHERE-IS" condition, then Buyer shall, on or before 5:00 PM Mountain Time on the Due Diligence Expiration Date deliver to Seller and Escrow Holder written notice of Buyer's approval of the Property in its "AS-IS, WHERE-IS" condition (the "**Buyer's Approval Notice**"). If Buyer fails to timely deliver the Buyer's Approval Notice or if Buyer delivers written notice to Seller and Escrow Holder, prior to 5:00 PM Mountain Time on the Due Diligence Expiration Date that Buyer has elected to terminate this Agreement due to not being satisfied with the results of Buyer's due diligence investigations (the "**Buyer's Rejection Notice**"), then this Agreement shall automatically terminate and the Deposit shall be returned to Buyer. If Buyer timely delivers a Buyer's Approval Notice giving its approval, then Buyer shall be deemed to have approved the Property, and the Deposit shall thereafter be non-refundable to Buyer except as otherwise provided herein and the parties shall proceed toward Closing, subject to the conditions and approvals precedent to Closing.

4. **Inspections & Access.** Buyer, and Buyer's agents and representatives, shall have the right, from time to time, after at least 24 hour advance written notice to Seller (for the absence of doubt such notice may be by email) and during normal business hours, to enter upon the Real Property for the purpose of conducting inspections of the Property, conducting environmental assessments, which includes, but is not limited to air and water testing, limited invasive, limited intrusive and limited destructive testing which includes but is not limited to limited destructive sampling for asbestos, testing waste sumps and drain lines, reviewing the Property for the purposes of receiving bids on the potential demolition of the improvements on the Property, testing of equipment, taking of measurements, making of surveys and generally for the reasonable ascertainment of matters relating to the Property, conducting interviews of tenants of the Property, and discussing the Property and its operations with any agents

or representatives of Seller, provided, however, prior to any interview with a tenant or a discussion with an agent or representative of Seller, Buyer shall provide reasonable (24 hour) prior written notice to Seller and Seller or a representative of Seller shall have the right to attend such interview and/or discussion. All testing and inspections shall be at the sole cost of Buyer. Buyer is responsible for its review of the Diligence Materials, the physical and environmental condition of the Property, the character, quality, value and general utility of the Property, the zoning, land use, environmental and building requirements and restrictions applicable to the Property, the state of title to the Property, all diligence information and any other factors or matters relevant to Buyer as may be necessary for Buyer to make an informed judgment to purchase the Property in its "AS-IS, WHERE-IS" condition. Seller shall have the right to be present at any such inspections or testings. Notwithstanding the foregoing, Buyer shall not be permitted to undertake a "Phase II" environmental assessment unless a Phase I environmental assessment identifies a recognized environmental condition or Buyer's environmental consultant otherwise recommends a Phase II be completed. In such an event, prior to a Phase II environmental assessment, Buyer shall notify Seller and provide Seller the proposed scope of work and other information reasonably requested by Seller, for Seller's approval, not to be unreasonably withheld, conditioned, or delayed. In addition, if Buyer intends to complete any other invasive or destructive testing (that is not part of a Phase II environmental assessment), Buyer shall notify Seller and provide Seller the proposed scope of work and other information reasonably requested by Seller, for Seller's approval, not to be unreasonably withheld, conditioned, or delayed. Seller shall respond to any such request for approval within three (3) business days. Notwithstanding the foregoing, if Buyer intends to complete minimal invasive testing (such as asbestos testing), no prior approval by Seller shall be required. Seller shall have the right to be present at any such invasive and/or destructive inspections or testings. **Buyer shall not provide the results of any Phase II or other invasive testing to Seller unless specifically requested by Seller in writing or if required by applicable law.** Notwithstanding anything to the contrary contained in this Agreement, Buyer shall indemnify, defend and hold Seller harmless from and against all obligations to and liens of any contractor, agent, representative or other person employed by Buyer and any and all damages, expenses, claims or liabilities (including reasonable attorneys' fees and disbursements) for personal injury or property damage to the extent caused by or related to any such entry onto the Real Property by Buyer or its agents and representatives; provided, however, that in no event shall Buyer's indemnification obligations under this Agreement be applicable to any damage, expenses, claims or liabilities (i) caused by the negligence or willful misconduct of Seller or Seller's employees, agents or representatives, or (ii) arising from or in connection with any pre-existing conditions (*i.e.*, latent environmental contamination), unless and to the extent that any such pre-existing condition was exacerbated by Buyer or any person accessing the Real Property by, through or under Buyer. The provisions of this Section 4 shall survive termination of this Agreement and/or the Closing and delivery of the Deed. Notwithstanding anything to the contrary contained herein the indemnification provisions and liability of Buyer under this Section 4 are subject to the limits of the New Mexico Tort Claims Act §41-4-1 et. seq., NMSA 1978 §56-7-1 regarding indemnity agreements and as otherwise limited by applicable New Mexico law.

5. **Title.**

(a) Prior to the Effective Date, Seller caused the Title Company to deliver to Buyer the PTR and copies of all underlying title documents described therein. As soon as practical after the Effective Date, Seller shall cause the Title Company to update the PTR. Buyer shall have until sixty (60) days after receipt of the updated PTR (the "**Title Objection Date**") to provide written notice (the "**Title Notice**") to Seller of any matters shown by the PTR which are not satisfactory to Buyer. If Seller has not received a Title Notice from Buyer by the Title Objection Date, such failure by Buyer to deliver a Title Notice shall be deemed Buyer's approval of the condition of title to the Property. Except as provided below, Seller may have

until the Closing Date to make such arrangements or take such steps to satisfy Buyer's objection(s), if any; provided, however, that Seller shall have no obligation whatsoever to expend or agree to expend any funds, to undertake or agree to undertake any obligations or otherwise to cure or agree to cure any title objections. Within five (5) business days of receipt of a Title Notice, Seller shall deliver written notice to Buyer and Escrow Holder identifying which disapproved items Seller shall undertake to cure or not cure ("Seller's Title Response"). If Seller does not deliver a Seller's Title Response within said 5-day period, Seller shall be deemed to have elected to not remove or otherwise cure any exceptions disapproved by Buyer. If Seller elects, or is deemed to have elected, not to remove or otherwise cure an exception disapproved in Buyer's Title Notice, Buyer shall have until the Due Diligence Expiration Date to notify Seller and Escrow Holder, in writing, of Buyer's election to either waive the objection or terminate this Agreement and the Escrow (the "Buyer's Title Waiver/Termination Notice"). If Buyer does not timely deliver a Buyer's Title Waiver/Termination Notice or if Buyer indicates in Buyer's Title Waiver/Termination Notice that it will not waive its objection and terminates this Agreement, then the Deposit shall be returned to Buyer and the parties shall have no further obligations hereunder except for those which are expressly stated to survive termination of this Agreement. Notwithstanding the foregoing provisions of this Section 5 and whether or not raised as part of Buyer's Title Notice, Seller will, at or before Closing, cause the release of any liens securing indebtedness for borrowed money and any other monetary liens (other than taxes and other municipal charges) placed upon the Property by Seller.

(b) Fee simple title to the Owned Real Property will be conveyed by Seller to Buyer at the Closing by delivery of a deed duly executed by Seller in the form attached hereto as **Exhibit B** (the "Deed"). Evidence of delivery of title to the Real Property shall be evidenced by the issuance (or the unconditional commitment to issue) of an ALTA Standard Owner's Policy of Title Insurance (the "Title Policy") (with extended coverage and such endorsements as shall be desired by Buyer) by First American Title Insurance Company (the "Title Company") in the amount of the Purchase Price, subject only to the preprinted standard exceptions in such Title Policy, the Existing Leases, and the Leaseback Lease (as defined below), exceptions approved (or deemed approved) by Buyer pursuant to this Section 5, non-delinquent real property taxes and special assessments, any exceptions arising from Buyer's actions and any matters which would be disclosed by an accurate survey or physical inspection of the Property (the "Permitted Exceptions"). If Buyer elects to obtain extended title coverage, Buyer shall be responsible to have prepared and delivered to the Title Company an ALTA survey of the Property, at Buyer's expense (provided that Buyer shall have the right to update any existing surveys of the Property provided by Seller as part of the Diligence Materials). Buyer shall pay the additional premium for ALTA extended coverage in excess of a standard coverage ALTA policy, and any endorsements requested by Buyer.

6. **Leaseback.** Buyer, as landlord, and Seller (or an affiliate of Seller), as tenant, shall enter into a lease for a portion of the Medical Office Buildings ("Leaseback Lease"). Seller shall provide an initial draft of the Leaseback Lease to Buyer within ten (10) days of the Effective Date (incorporating such material terms as identified in **Exhibit C** of this Agreement). The parties will reasonably cooperate to finalize the form of Leaseback Lease on or before the Due Diligence Expiration Date. In the event the form and terms of the Leaseback Lease is not agreed before the Due Diligence Expiration Date, either Party shall have the right to terminate this Agreement by delivering written notice to the other no later than five (5) days after the Due Diligence Expiration Date, in either Party's sole discretion, in which event the Deposit shall be returned to Buyer and, thereafter, this Agreement shall be of no further force or effect and neither party shall have further rights or obligations hereunder except for those which

expressly are stated to survive the termination of the Agreement. The Leaseback Lease is subject to approval of the Board of Finance and the NMHED.

7. **Lease Termination.** Seller shall negotiate with the City and the EDC a termination of the Level 1 Lease and Level 2 Lease as it relates to Parcel 5 only (the Level 1 Lease and Level 2 Lease will remain in full force and effect as to the other portions of the Level 1 Leased Lands) (the “**Lease Termination**”). The Lease Termination shall be on such terms that are reasonably acceptable to Seller, Buyer, and the Title Company, and shall have no force or effect unless and until the Closing occurs. If Seller is unable to negotiate the Lease Termination before the Due Diligence Expiration Date, Seller shall have the right to terminate this Agreement by delivering written notice to Buyer no later than five (5) days after the Due Diligence Expiration Date, in its sole discretion, in which event the Deposit shall be returned to Buyer and, thereafter, this Agreement shall be of no further force or effect and neither party shall have further rights or obligations hereunder except for those which expressly are stated to survive the termination of the Agreement.

8. **Closing.**

(a) **Closing Date.** The closing of the transfers contemplated hereby (the “**Closing**”) shall be held and completed on the date that is twenty (20) days after satisfaction or waiver of all conditions precedent to Closing (the “**Closing Date**”). Notwithstanding anything to the contrary contained herein, closing shall occur on or before March 31, 2026. Provided, however, the parties desire to close this transaction on or before December 31, 2025. Therefore, the parties agree to work diligently to close this transaction on or before December 31, 2025.

(b) **Time and Manner.** The Closing shall occur through the Escrow with the Escrow Holder or in another mutually agreeable manner and location. Time shall be of the essence in respect of the parties’ performance of its obligations on the Closing Date. Notwithstanding the foregoing, if any period terminates on a Saturday, Sunday or a legal holiday, the termination of such period shall be on the next succeeding business day.

(c) **Restrictive Covenant:** At Closing, Seller and Buyer shall include in the Deed a restrictive use covenant against the Property (“**Restrictive Covenant**”). The parties will reasonably cooperate to finalize the Restrictive Covenant before the Due Diligence Expiration Date. In the event the form of Restrictive Covenant is not agreed before the Due Diligence Expiration Date, either Party shall have the right to terminate this Agreement, in either Party’s sole discretion, in which event the Deposit shall be returned to Buyer and, thereafter, this Agreement shall be of no further force or effect and neither party shall have further rights or obligations hereunder except for those which expressly are stated to survive the termination of the Agreement. The Restrictive Covenant shall be for a period of ten (10) years from the date of Closing, the Restrictive Covenant shall prohibit Buyer or any successor owner from using, or permitting to be used, any part of the Property for the provision of any inpatient or outpatient hospital service, or any other service provided by Covenant Health System (“**CHS**”), including, without limitation, (i) any surgical or other procedures that require a certificate of need under applicable law in effect on the date of the Closing; (ii) cancer center; (iii) digital imaging, (iv) magnetic resonance imaging, or other computerized diagnostic imaging; (v) tomography; (vi) radiation therapy; (vii) dialysis; (ix) an organ or blood bank; (x) rehabilitative services; (xi) cardiac or stroke rehabilitation; (xii) diabetic training; (xiii) an emergicenter or for the purposes of providing any other emergency services conducted on a regular after-hours basis (Stand alone ER); or (xiv) a surgicenter or any other type or kind of outpatient surgical facility which provides ambulatory surgical care for, and/or surgical treatment of, patients who remain for less than twenty-four (24) hours or for the providing of any other surgical services

(each such service, a "**Prohibited Service**"); provided, however, that this use limitation shall not include the use of any of the Property for any health education curriculum, educational activities or educational programs, Urgent Care Services, Assisted Living Facilities, Rehab Centers, Occupational Health, and Plasma Centers. Notwithstanding the foregoing, the Restrictive Covenant shall not apply to the Existing Leases and for so long as CHS or any of its affiliates is a tenant under Leaseback Lease, CHS or its affiliates shall not be bound by this Restrictive Covenant.

9. **Apportionments.** The following prorations between Seller and Buyer shall be made by the Escrow Holder as of the Closing Date:

- (a) **Ad Valorem Taxes.** All real estate and personal property taxes attributable to the Property will be prorated at Closing. Seller shall be charged with all such taxes up to, but not including the Closing Date. If the applicable tax rate and assessments for the Property have not been established for the year in which Closing occurs, the proration of real estate and/or personal property taxes, as the case may be, will be based upon the rate and assessments for the preceding year. All taxes imposed because of a change of use of the Property after Closing or because of the transfer of the Property to Buyer will be paid by Buyer. Real property tax refunds and credits received after the Closing which are attributable to a fiscal tax year prior to the Closing shall belong to, and paid over to, Seller, and those which are attributable to the fiscal tax year in which the Closing occurs shall be prorated based upon the date of Closing.
- (b) **Operating Expenses.** All utility service charges for electricity, water, gas, other utilities, and operating expenses, taxes other than real estate taxes such as rental taxes, other expenses incurred in operating the Property, assignable license and permit fees, and any other costs incurred in the ordinary course of business or the management and operation of the Property, shall be prorated on a per diem basis. Except as may be set forth in the Existing Leases or the Leaseback Lease, Seller shall pay all such expenses that accrue prior to the Closing Date for the Property and Buyer shall pay all such expenses accruing on and after the Closing Date for the Property.
- (c) **Security Deposits.** Seller shall pay to Buyer, as a credit against the Purchase Price, the amount of any cash security deposits actually received by Seller pursuant to the Existing Leases and not yet refunded to tenants or applied pursuant to the Existing Leases. For any security deposits that are held in the form of letters of credit or any form of security other than cash, Seller shall deliver or have delivered through escrow or other mutually agreeable means to Buyer at the Closing the original letters of credit or other applicable documents together with such original transfer and assignment documentation as may be necessary to effect the transfer of each letter of credit or other non-cash security deposit, provided any transfer fees or other costs payable to the issuer of any letter of credit shall be borne by and paid directly by Buyer to the issuer.
- (d) **Rents.** All rents, base rents, percentage rents, additional rent for common area charges, operating expenses, and real estate taxes, and parking charges and other costs or charges paid by tenants under the Existing Leases and all other parking charges for monthly, transient, billable and evening uses not necessarily paid by tenants or others under any Existing Leases (collectively, "**Rents**") shall be prorated as of the Apportionment Time, to the extent actually collected by Seller prior to the Closing Date. All Rents received from tenants after the Closing Date by Seller or Buyer will first be applied to such charges as are then due for the month in which the Closing Date occurs and prorated appropriately and in a consistent manner between the parties based on the Apportionment Time, and then applied to any delinquencies that

accrued after the Closing Date until such delinquencies have been satisfied in full, and then applied to any delinquencies that prior to the Closing Date. Buyer shall remit to Seller any Rents received by Buyer subsequent to the Closing Date which are attributable to periods prior to the Closing Date within thirty (30) days from Buyer's receipt of such Rents, together with appropriate supporting documentation. Seller shall remit to Buyer any Rents received by Seller after Closing that are attributable to periods from and after Closing within thirty (30) days from Seller's receipt of such Rents, together with appropriate supporting documentation. As used herein, the term "**Apportionment Time**" shall mean 11:59 p.m. Mountain time on the date immediately prior to the Closing Date.

(e) Agreement on Prorations. Prior to the Closing Date, the parties shall agree upon all of the prorations to be made and submit a statement to Escrow Holder setting forth the same. In the event that any prorations, apportionments or computations made under this Section 10 shall require final adjustment, then the parties shall make the appropriate adjustments promptly when accurate information becomes available and either party hereto shall be entitled to an adjustment to correct the same, but in no event shall such final adjustment occur later than ninety (90) days following the Closing Date. Any corrected adjustment or proration shall be paid in cash to the party entitled thereto. The provisions of this Section 10 shall survive Closing.

10. **Costs and Expenses.** At Closing, Seller shall pay (i) that portion of the Title Policy premium for ALTA owner's standard coverage, (ii) one-half (½) of the Escrow Holder's fee and closing costs for the close of Escrow, and (iii) excise and transfer taxes. In addition, Seller shall pay outside of Escrow all legal and professional fees and costs of attorneys and other consultants and agents retained by Seller. At Closing, Buyer shall pay through Escrow (v) all document recording charges, (w) personal property sales taxes, (x) any additional Title Policy premium for ALTA owner's extended coverage and any title endorsements requested by Buyer, (y) one-half (½) of the Escrow Holder's fee and closing costs for the close of Escrow, and (z) any charges for an ALTA Survey ordered by Buyer. Buyer shall pay all costs and expenses related to the due diligence investigations, and all legal and professional fees and costs of attorneys and other consultants and agents retained by Buyer. Any closing costs not specifically allocated herein shall be paid pursuant to local custom.

11. **Seller's Representations.** Seller hereby represents to Buyer, as of the Effective Date and as of Closing, as follows:

(a) Organization. Seller is duly organized and validly existing under the laws of the State of Texas, is qualified to do business in the State of New Mexico and has all requisite corporate power and authority to carry on its business as now conducted.

(b) Authorization. Seller has the power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and Seller has duly authorized the execution of this Agreement.

(c) FIRPTA. Seller is not a "foreign person" or "foreign corporation" as those terms are defined in the Code and the regulations promulgated thereunder.

(d) Bankruptcy. Seller has not: (i) commenced a voluntary case, or had entered against it a petition, for relief under the federal bankruptcy code or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial

or non-judicial proceedings, to hold, administer and/or liquidate all or substantially all of its property, or (iii) made an assignment for the benefit of creditors.

- (e) Leases. Except for the Level 1 Lease, Level 2 Lease, and the Existing Leases and as otherwise shown on the title commitment, there are no leases, rental agreements, license agreements or other occupancy agreements currently in effect that will affect the Property after Closing.
- (f) Contracts. Except for the Contracts referenced on Schedule 1.d, there are no material contracts or agreements to which Seller is a party or by which it is bound relating to construction, architectural services, parking, maintenance, or other supplies or services, management, leasing, or brokerage services, or any equipment leases that are currently in effect and will be in effect with respect to the Property after Closing.
- (g) OFAC. Neither Seller nor, to Seller's current actual knowledge, any of its respective trustees or officers is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism); provided, however, no representation is hereby being made with respect to any of Seller's public shareholders.
- (h) Litigation. Seller has not received written notice and, to Seller's knowledge, there is no litigation pending or threatened against Seller that might adversely affect the Property or Seller's ability to perform its obligations under this Agreement.
- (i) Violation of Law. Seller has not received written notice and, to Seller's knowledge, there is no violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.
- (j) Condemnation; Zoning; Land Use; Hazardous Materials. Seller has not received written notice and, to Seller's knowledge, there is no condemnation, zoning, or land-use proceedings affecting the Property or any written inquiries or notices by any governmental authority or third party with respect to condemnation or the presence of hazardous materials affecting the Property. Seller has not received any written notice of any violation of any applicable federal, state, local and foreign statutes, laws, ordinances, regulations, rules, permits, judgments, orders and decrees applicable to the Property, or any part thereof or the use of the Property, or any part thereof, relating to environmental protection including, without limitation, standards relating to air, water, land and the generation, storage, transportation, treatment or disposal of solid wastes and hazardous wastes. To Seller's knowledge, there is no hazardous waste on the Property, except for underground storage tanks located on the Property and asbestos.
- (k) Existing Leases. (i) The Existing Leases are valid and enforceable; (ii) there are no arrears concerning rent or other payments under the terms of the Existing Leases; (iii) there are no security deposits Seller holds regarding the Existing Leases, and (iv) neither the Seller, nor to Seller's knowledge, the tenants under the Existing Leases is in default (beyond any applicable notice and cure period). Immediately after the Effective Date, Seller will deliver true correct and complete copies of the Existing Leases along with all modifications or amendments to the Existing Leases.
- (l) For purposes of this Agreement, "**Seller's knowledge**" and other references to the "**knowledge**" of Seller shall mean and be limited to the current actual knowledge of Alfred

Martinez without duty of inquiry or imputation of knowledge. The named individual is acting for and on behalf of Seller in a representative capacity and is in no manner expressly or impliedly making any representations or warranties in an individual capacity. The foregoing representations and warranties shall survive Closing for a period of eighteen (18) months, and any action for breach of a representation or warranty must be commenced, if at all, within such eighteen (18) month period.

(m) If, prior to Closing, either Buyer or Seller discovers any additional fact or circumstance which would render a representation or warranty by Seller herein inaccurate in any material respect as of the Effective Date, it shall promptly advise the other party thereof in writing. If Buyer is so advised of such a fact or circumstance prior to Closing, Buyer shall notify Seller and Seller shall have up to thirty (30) days from the date of such notice to cure such inaccuracy. If Seller is unable (or unwilling) to cure such inaccuracy, Buyer shall have the option, exercisable within five (5) business days after Seller's notice of such failure to cure (or unwillingness to cure) to either (i) elect to terminate this Agreement, or (ii) to waive such inaccuracy, in which event Buyer shall be deemed to have waived all rights, claims and causes of action against Seller related thereto and the representation or warranty shall be deemed amended to reflect such fact or circumstance. If Buyer elects to proceed under subsection (i) above, and the representation or warranty is reasonably determined to have been untrue as of the Effective Date, Seller shall reimburse Buyer for all third party, out of pocket reasonable fees and costs Buyer has expended in its Due Diligence (not to exceed \$30,000). Notwithstanding anything to the contrary contained herein, no claim for a breach of any representation or warranty of Seller shall be actionable or payable (x) if the breach in question results from or is based on a condition, state of facts or other matter which is known to Buyer prior to Closing; (y) unless and only to the extent the claims for all such breaches collectively aggregate more than \$25,000 (the "**Floor**") and, to the extent Seller's maximum aggregate liabilities for breach of any or all such representations or warranties exceeds the Floor, it being agreed that the Seller's maximum aggregate liabilities for breach by Seller of any or all such warranties or representations shall in no event exceed \$1,000,000 (the "**Cap**"); and (z) unless written notice containing a description of the specific nature of such breach(s) shall have been given by Buyer to Seller prior to the expiration of the eighteen (18) month period provided in Section 9. Provided, however, the warranties contained in Section 11 (a) and Section 11(b) shall survive indefinitely. This Section 11(m) shall survive Closing.

12. **Buyer Representations.** Buyer hereby represents to Seller, as of the Effective Date and as of the date of Closing, as follows:

(a) **Organization.** Buyer is a New Mexico public community college, duly organized and validly existing under the laws of the State of New Mexico and has all requisite power and authority to carry on its business as now conducted.

(b) **Authorization.** Subject to approvals required under Section 13, Buyer has the requisite power authority to enter into and perform this Agreement and the transactions contemplated hereby and Buyer has duly authorized the execution of this Agreement. Subject to approvals required under Section 13, the execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transactions contemplated by this Agreement will not: (i) conflict with or violate the organizational documents of Buyer, (ii) to Buyer's knowledge violate any judgment, order, injunction, decree, regulation or ruling of any court or governmental entity or (iii) conflict with or constitute a default under any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any other material agreement or instrument to which Buyer is a party or by which Buyer is bound.

- (c) Bankruptcy. Buyer has not (i) commenced a voluntary case, or had entered against it a petition, for relief under the federal bankruptcy code or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceedings, to hold, administer and/or liquidate all or substantially all of its property, or (iii) made an assignment for the benefit of creditors.
- (d) OFAC. Neither Buyer nor, to Buyer's current actual knowledge, any of its respective trustees or officers is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism).
- (e) Regulatory Compliance. Buyer represents and warrants that, for the purpose of Seller's evaluation of regulatory compliance Buyer is not an entity owned by a physician.

13. **Conditions Precedent to Closing**.

- (a) Conditions to Buyer's Obligation to Close. Buyer shall not be obligated to close the purchase of the Property or have any other responsibilities under this Agreement unless each of the following conditions has been satisfied, or waived by Buyer in its sole discretion, on or prior to the Closing Date. In the event any of the conditions set forth below are not satisfied at Closing, Buyer may terminate this Agreement (and, upon such termination, the Deposit shall be refunded to Buyer and all obligations of Buyer under this Agreement shall terminate, except for those obligations expressly stated to survive the termination of this Agreement).
 - (i) Title Policy. The Title Company shall be prepared to issue, upon payment of the title premium and charges therefor, the Title Policy in accordance with Section 5 hereof.
 - (ii) Accuracy of Representations. The representations and warranties made by Seller in this Agreement shall be true and correct in all material respects as of the Closing Date.
 - (iii) No Default. Seller shall not be in default hereunder, and Seller shall have delivered into escrow all documents contemplated by this Agreement to be delivered by Seller in connection with the Closing.
 - (iv) Performance of Covenants. Seller shall have materially performed all of the covenants and agreements which it is required to perform pursuant to this Agreement as of the date of Closing.
 - (v) Approval of Board of Buyer. Buyer shall have received approval of its Board to purchase the Property.
 - (vi) Approval of New Mexico Higher Education Department. Buyer shall have received approval of the NMHED to purchase the Property.
 - (vii) Approval of New Mexico Board of Finance. Buyer shall have received approval of the Board of Finance to purchase the Property.

- (viii) Approval of Subdivision. Buyer shall have received all necessary subdivision approvals from the City of Hobbs or Lea County, New Mexico, as needed.
- (ix) Lease Termination. A fully executed Lease Termination has been delivered into Escrow by Seller, the City, and the EDC.
- (x) Leaseback. Buyer and Seller shall have entered into the Leaseback Lease. The
- (xi) Leaseback Lease shall have been approved by the NMHED and the Board of Finance.
- (xii) Estoppel Certificates. Buyer shall have received fully executed estoppel certificates (“**Estoppel Certificates**”) for the Existing Leases fully executed by the tenants under the Existing Leases certifying the Existing Leases are in full force and effect, no breaches have occurred under the Existing Leases and such other terms as are customary in Estoppel Certificates. Such Estoppel Certificates shall otherwise be in form and substance satisfactory to Buyer, in Buyer’s sole discretion. If any Estoppel Certificates provided to Buyer before the Closing contains any information that is inconsistent with any Seller representation in this Agreement, and Buyer elects to proceed to Closing notwithstanding such inconsistency, the Seller representation shall be deemed modified by the information contained in such estoppel certificate. Seller shall not be obligated to expend any funds in connection with obtaining Estoppel Certificates, and Buyer agrees that in no event shall the failure of Seller to obtain sufficient Estoppel Certificates to satisfy this condition in and of itself constitute a default by Seller under this Agreement (provided Buyer shall be permitted to terminate this Agreement if this condition is not satisfied and receive a return of its Deposit). If Buyer deems any Estoppel Certificates provided by any Tenant to be unsatisfactory for any reason, Buyer shall so notify Seller in writing within five (5) business days from Buyer’s receipt of such estoppel certificate, which notice must set forth in reasonable detail the reasons why Buyer does not believe that the Estoppel Certificates in question satisfies the requirements of Section. With respect to any Estoppel Certificates delivered to Buyer as to which Buyer does not so provide Seller with written notice of its objections within such five (5) Business Days, Buyer shall be deemed to have approved the applicable Estoppel Certificate. All such Estoppel Certificates shall contain an effective date no earlier than thirty (30) days prior to Closing.

(b) Conditions to Seller’s Obligation to Close. Seller shall not be obligated to close under this Agreement unless each of the following conditions has been satisfied, or waived by Seller in its sole discretion, prior to the Closing Date. In the event any of the conditions set forth below are not satisfied at Closing, Seller may terminate this Agreement (and, upon such termination, the Deposit shall be retained by Seller and all obligations of Seller under this Agreement shall terminate, except for those obligations expressly stated to survive the termination of this Agreement).

- (i) Accuracy of Representations. The representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects as of the Closing Date; and
- (ii) No Default. Buyer shall not be in default hereunder, and Buyer shall have delivered into escrow all cash and documents contemplated by this Agreement to be delivered by Buyer in connection with the Closing.

- (iii) Lease Termination. The fully executed Lease Termination has been delivered into Escrow.
- (iv) Leaseback. Buyer and Seller shall have entered into the Leaseback Lease. The Leaseback Lease shall have been approved by the NMHED and the Board of Finance.

14. **Deliveries at Closing; Mechanics of Closing.**

- (a) Seller's Deliveries. On the Closing Date, Seller shall deliver to the Escrow Holder the following:
 - (i) Deed. The Deed, duly executed by Seller.
 - (ii) Lease Termination. The Lease Termination, duly executed by Seller, the City, and the EDC.
 - (iii) Quitclaim. A quitclaim deed conveying all Seller's interest, if any, in Parcel 5 to Buyer.
 - (iv) Bill of Sale. A Bill of Sale in form and substance reasonably acceptable to Buyer and Seller ("Bill of Sale"), duly executed by Seller.
 - (v) Contracts. Assignment and Assumption of Contracts and Intangibles in form and substance reasonably acceptable to Buyer and Seller ("Assignment of Contracts") duly executed by Seller.
 - (vi) Assignment of Existing Leases. Assignment and Assumption of Existing Leases in form and substance reasonably acceptable to Buyer and Seller ("Assignment of Existing Leases") duly executed by Seller.
 - (vii) Leaseback Lease. Leaseback Lease, duly executed by Seller (or an affiliate of Seller) as tenant.
 - (viii) Closing Statement. A preliminary Closing Statement prepared by Escrow Holder, mutually acceptable to Buyer and Seller.
 - (ix) Transfer Documentation. Such transfer or excise tax forms as may be required as a condition to the recordation of the Deed or as may be required in connection with the transfer of the Property.
 - (x) Other Documents. Any other documents which Seller is obligated to deliver to Buyer pursuant to this Agreement.
- (b) Buyer's Deliveries. On the Closing Date, Buyer shall deliver to the Escrow Holder the following:
 - (i) Contracts. The Assignment of Contracts, duly executed by Buyer.
 - (ii) Existing Leases. The Assignment of Existing Leases, duly executed by Buyer.
 - (iii) Leaseback Lease. Leaseback Lease, duly executed by Buyer as landlord.

- (iv) Authority Documents. An authorizing resolution and an incumbency certificate, and such other documents as may be reasonably necessary to evidence the authority and capacity of Buyer and the authority of the signatory for Buyer.
- (v) Purchase Price. Cash equal to the Purchase Price, plus additional cash sufficient to cover any obligations of Buyer payable under this Agreement.
- (vi) Closing Statement. A preliminary Closing Statement prepared by Escrow Holder, mutually acceptable to Buyer and Seller.
- (vii) Transfer Documentation. Such transfer or excise tax forms as may be required as a condition to the recordation of the Deed or as may be required in connection with the transfer of the Property.
- (viii) Other Documents. Any other documents which Buyer is obligated to deliver to Seller pursuant to this Agreement or that may be requested by the Title Company in order to issue the Title Policy.

(c) Delivery Outside of Escrow. Seller shall, if in Seller's possession, deliver to Buyer at Closing outside of Escrow any keys and/or codes to all doors and security equipment for the Property.

(d) Closing Mechanics. When and only when (i) each of the conditions precedent set forth in Section 13(a) have been satisfied or waived by Buyer, and (ii) each of the conditions precedent set forth in Section 13(b) have been satisfied or waived by Seller, Escrow Holder shall effect the Closing contemplated hereunder by (A) filing for record the Deed and such other documents as may be necessary to procure the Title Policy, (B) transferring to Seller an amount of funds equal to the balance of the Purchase Price and (C) delivering the originals or copies of the fully executed documents as instructed by Seller and Buyer.

15. **Default**.

(a) Seller Default. If the sale of the Property is not consummated because of a default under this Agreement on the part of Seller, and Buyer is ready, willing and able to close, Buyer shall have the right, by written notice to such effect to Seller and Escrow Holder, to terminate this Agreement with return of the Deposit to Buyer and Seller shall pay Buyer all third party, out of pocket reasonable fees and costs Buyer has expended in its Due Diligence (not to exceed \$75,000), as Buyer's sole and exclusive remedy against Seller for Seller's breach, and Seller shall be responsible for all cancellation charges required to be paid to Escrow Holder and escrow charges.

(b) Default by Buyer. In the event the close of Escrow does not occur as herein provided by reason of any default of Buyer, Buyer and Seller agree that it would be impractical and extremely difficult to estimate the damages which Seller may suffer. Therefore Buyer and Seller do hereby agree that a reasonable estimate of the total net detriment that Seller would suffer in the event that Buyer defaults and fails to complete the purchase of the Property is and shall be an amount equal to the Deposit, as Seller's sole and exclusive remedy (whether at law or in equity), said amount shall be disbursed to Seller as the full, agreed and liquidated damages for a breach of this Agreement by Buyer which results in the close of Escrow not occurring, all other claims to damages or other remedies in respect of Buyer's breach of this agreement being herein expressly waived by Seller. Such payment of the Deposit is not intended as a penalty, but as full liquidated damages.

16. **Notices.**

(a) **Notices.** Except for notices under Section 4, all notices given by either party to the other shall be in writing and shall be sent either: (i) by United States Postal Service registered or certified mail, postage prepaid, return receipt requested, or (ii) by prepaid nationally recognized overnight courier service for next business day delivery, addressed to the other party at the following addresses listed below or (iii) email transmission; provided, however, that if such communication is given via electronic communication, an original counterpart of such communication shall concurrently be sent in the manner specified in subparagraph (ii) above. Addresses and email addresses of the parties are set forth below.

As to Seller:

Providence St. Joseph Health
Attn: Jamie M. Goodwin & Fred Martinez
1730 Minor Avenue, Suite 400
Seattle, Washington 98101
Telephone: (425) 525-3924
jamie.goodwin@providence.org; alfred.martinez@providence.org

With copies at the same time to:

Alston, Courtnage & Bassetti LLP
600 University Street, Suite 2310
Seattle, Washington 98101
Attention: Adam Coady
Telephone No.: (425) 495-3281
Email: acoady@alcourt.com

As to Buyer:

New Mexico Junior College
1 Thunderbird Circle
Hobbs, New Mexico 88240
Attention: Cathy Mitchell
Telephone No.: (575)
Email: cmitchell@nmjc.edu

With copies at the same time to:

New Mexico Junior College
1 Thunderbird Circle
Hobbs, New Mexico 88240
Attention: Scotty Holloman, General Counsel
Telephone No.: (575)441-0056
Email: sholloman@nmjc.edu

to Escrow Holder:

First American Title
200 SW Market Street, Suite 250
Portland, Oregon 97201
Attention: Rachael Rodgers, Senior Commercial Closing Officer
Telephone: (503) 795-7608
Fax: (866) 406-9291
Email: rrodgers@firstam.com

- (b) Any notice may be given on behalf of any party by its counsel. Notices given in the manner aforesaid shall be deemed sufficiently served or given for all purposes under this Agreement upon the earliest of (i) actual receipt (including receipt via email transmission, but only if an original of such electronic transmission is properly sent by overnight courier as provided above) or refusal by the addressee, or (ii) three days following the date such notices, demands or requests shall be deposited in any Post Office, or branch Post Office regularly maintained by the United States Government, or (iii) one business day after delivered to the overnight courier service, as the case may be. The parties acknowledge and agree that for purposes of this Agreement, telephonic notices shall not be considered as having been effectively given, except to the extent also separately given through another means of notice contemplated hereby. A party may change its respective notice address by giving notice in writing in the manner specified above.
- (c) Computation of Periods. If the final day of any period of time in any provision of this Agreement falls upon a Saturday, Sunday or a holiday observed by federally insured banks in the State the Property is located or by the United States Postal Service, then, the time of such period shall be extended to the next day which is not a Saturday, Sunday or holiday. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period is so computed is to be included, unless such last day is a Saturday, Sunday or holiday in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or holiday.

17. **Fire or Other Casualty.**

- (a) Casualty Damage. If any portion of the Real Property shall be damaged or destroyed by fire or other casualty between the Effective Date and the Closing Date, Seller shall give written notice thereof to Buyer and subject to the right to terminate this Agreement in accordance with Section 17(b) below, the obligation of Buyer to complete Closing under this Agreement shall in no way be voided or impaired by reason thereof, and Buyer shall be required to accept the Property in its then damaged condition without abatement of the Purchase Price. In such case, to the extent applicable, the proceeds of all insurance policies received by Seller on account of such damage to the Property prior to the Closing Date and not used by Seller for the protection or emergency repairs to the Property (and Buyer hereby authorizes Seller to use the proceeds for such purposes) shall be disbursed by Seller to Buyer at Closing; and any unpaid claims under such insurance policies, to the extent attributable to the Property, shall be assigned by Seller to Buyer on the date of Closing.
- (b) Right of Termination. Notwithstanding any of the preceding provisions of this Section 17, if any damage the cost of which to repair exceeds ten percent (10%) of the Purchase Price shall occur to the improvements within the Real Property by fire or other insured casualty prior to

the Closing Date, then Buyer shall have the right to terminate this Agreement by written notice to Seller. If Buyer desires to terminate this Agreement pursuant to this Section 17(b), Buyer must give a written notice of termination to Seller within ten (10) business days after Seller's notice to Buyer of the occurrence of the casualty. In the event of any termination by Buyer pursuant to this Section 17(b), this Agreement shall be and become null and void, neither party shall have any further rights or obligations hereunder, except for those provisions of this Agreement that shall expressly survive the cancellation of this Agreement.

18. **Condemnation.**

- (a) **Immaterial Taking.** If any part of the Property shall be taken by exercise of the power of eminent domain after the date of this Agreement that does not materially interfere with the use of the Property for the purposes for which they currently are used, this Agreement shall continue in full force and effect and there shall be no abatement of the Purchase Price. Seller shall be relieved, however, of its duty to convey title to the portion of the parcel so taken, but Seller shall, on the Closing Date, assign to Buyer all rights and claims to any awards arising therefrom as well as any money theretofore received by Seller on account thereof, net of any expenses actually incurred by Seller, including without limitation, attorney's fees of collecting the same. Seller shall promptly furnish Buyer with a copy of the declaration of taking property after Seller's receipt thereof.
- (b) **Material Taking.** If any taking of a portion of the Property materially interferes with the use of a material portion of the Property for the purposes for which it currently or historically is used, and as a consequence thereof the value of the Property is diminished by more than twenty percent (20%) of the Purchase Price, then Buyer shall have the right to terminate this Agreement, by written notice to Seller within five (5) days of Seller's notice to Buyer of such a taking. In the event of any termination by Buyer pursuant to this Section 19(b), then this Agreement shall be and become null and void, neither party shall have any further rights or obligations hereunder (except for those provisions of this Agreement that shall expressly survive the cancellation of this Agreement) and all executed counterparts of this Agreement shall be returned to Seller.

19. **Assignment.**

- (a) **Assignment.** Buyer may not assign this Agreement and/or its rights under this Agreement to any other party without the prior written consent of Seller which may be withheld in Seller's sole discretion. No such assignment by Buyer shall operate to release Buyer from its obligations hereunder for any breach by Buyer on or before the date of Closing, and Buyer shall remain liable under this Agreement for any breach by Buyer on or before the date of Closing notwithstanding any assignment of this Agreement whether with or without Seller's consent.
- (b) **Successors and Assigns.** Subject to the foregoing limitations, this Agreement shall extend to, and shall bind, the respective heirs, executors, personal representatives, successors and assigns of Seller and Buyer.

20. **Brokers.** Each party represents and warrants to that no broker or finder has been involved in this transaction. Notwithstanding anything to the contrary herein, this provision shall not create any rights in

any third parties. Notwithstanding anything to the contrary herein, the provisions of this Section 20 shall survive the termination of this Agreement or the Closing.

21. **Condition of Property.**

(a) EXCEPT (i) AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (ii) FOR THE WARRANTY OF TITLE SET FORTH IN THE DEED, AND (iii) FOR ANY REPRESENTATIONS, WARRANTIES, ACKNOWLEDGMENTS, OR AGREEMENTS IN ANY DOCUMENTS DELIVERED BY SELLER AT CLOSING ("AS-IS EXCEPTIONS"), BUYER IS PURCHASING THE PROPERTY "AS IS WHERE IS" IN ITS PRESENT CONDITION. BUYER HAS HAD OR WILL HAVE THE OPPORTUNITY TO INSPECT THE PROPERTY AND DOCUMENTATION IN SELLER'S POSSESSION AS PROVIDED HEREIN. EXCEPT FOR THE AS-IS EXCEPTIONS, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO, AND SHALL HAVE NO LIABILITY FOR: (A) THE CONDITION OF THE PROPERTY OR ANY BUILDINGS, STRUCTURE OR IMPROVEMENTS THEREON OR THE SUITABILITY OF THE PROPERTY FOR HABITATION OR FOR BUYER'S INTENDED USE; (B) ANY APPLICABLE BUILDING, ZONING OR FIRE LAWS OR REGULATIONS OR WITH RESPECT TO COMPLIANCE THEREWITH OR WITH RESPECT TO THE EXISTENCE OF OR COMPLIANCE WITH ANY REQUIRED PERMITS, IF ANY, OF ANY GOVERNMENTAL AGENCY; (C) THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER OR UTILITIES, ANY RIGHTS THERETO, OR ANY WATER, SEWER OR UTILITY DISTRICTS; (D) ACCESS TO ANY PUBLIC OR PRIVATE SANITARY SEWER OR DRAINAGE SYSTEM; OR (E) THE PRESENCE OF ANY HAZARDOUS SUBSTANCES AT THE PROPERTY OR IN ANY IMPROVEMENTS ON THE PROPERTY, INCLUDING WITHOUT LIMITATION ASBESTOS OR UREA-FORMALDEHYDE, OR THE PRESENCE OF ANY ENVIRONMENTALLY HAZARDOUS WASTES OR MATERIALS ON OR UNDER THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR THE AS-IS EXCEPTIONS, SELLER SHALL HAVE NO LIABILITY WITH RESPECT TO THE CONDITION OF THE PROPERTY UNDER COMMON LAW, OR ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, INCLUDING BUT NOT LIMITED TO THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980 AS AMENDED, 42 U.S.C.A. SECTIONS 9601 ET SEQ. AND BUYER HEREBY RELEASES AND WAIVES ANY AND ALL CLAIMS WHICH BUYER HAS OR MAY HAVE AGAINST SELLER WITH RESPECT TO THE CONDITION OF THE PROPERTY INCLUDING ANY RIGHTS OF CONTRIBUTION. BUYER ACKNOWLEDGES THAT BUYER IS BEING GIVEN THE OPPORTUNITY UNDER THIS AGREEMENT TO FULLY INSPECT THE PROPERTY AND, EXCEPT FOR THE AS-IS EXCEPTIONS, BUYER ASSUMES THE RESPONSIBILITY AND RISKS OF ALL DEFECTS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUCH DEFECTS AND CONDITIONS, IF ANY, THAT CANNOT BE OBSERVED BY CASUAL INSPECTION.

(b) BUYER HAS OR WILL HAVE ADEQUATE OPPORTUNITY TO COMPLETE ALL PHYSICAL AND FINANCIAL EXAMINATIONS (INCLUDING WITHOUT LIMITATION ALL OF THE EXAMINATIONS, REVIEWS AND INVESTIGATIONS REFERRED TO IN THIS AGREEMENT) RELATING TO THE ACQUISITION OF THE PROPERTY HEREUNDER IT DEEMS NECESSARY, AND WILL ACQUIRE THE PROPERTY SOLELY ON THE BASIS OF AND IN RELIANCE UPON SUCH EXAMINATIONS AND THE TITLE INSURANCE PROTECTION AFFORDED BY THE

TITLE POLICY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER (EXCEPT FOR THE AS-IS EXCEPTIONS).

(c) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES MADE WITH RESPECT TO THE EXISTING LEASES AND THE CONTRACTS, ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY IS SOLELY FOR BUYER'S CONVENIENCE AND WAS OR WILL BE OBTAINED FROM A VARIETY OF SOURCES. SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO (AND EXPRESSLY DISCLAIMS ALL) REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER SHALL NOT BE LIABLE FOR ANY MISTAKES, OMISSIONS, MISREPRESENTATIONS OR ANY FAILURE TO INVESTIGATE THE PROPERTY NOR SHALL SELLER BE BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, APPRAISALS, ENVIRONMENTAL ASSESSMENT REPORTS, OR OTHER INFORMATION PERTAINING TO THE PROPERTIES OR THE OPERATION THEREOF, FURNISHED BY SELLER OR BY ANY MANAGER, MEMBER, PARTNER, OR AGENT OF SELLER.

(d) THIS SECTION 21 SHALL SURVIVE CLOSING AND DELIVERY OF THE DEED.

22. **Survival of Provisions.**

- (a) Acceptance of the Deed by Buyer at Closing shall constitute an acknowledgment by Buyer of full performance by Seller of all of Seller's obligations under this Agreement, except for the obligations of Seller which are expressly provided in this Agreement to survive Closing.
- (b) Any of Buyer's obligations under this Agreement that are expressly provided in this Agreement to survive Closing or that shall possibly imply performance or observance after the Closing Date shall survive Closing and delivery of the Deed, notwithstanding any presumption to the contrary. Notwithstanding any provision to the contrary set forth in this Agreement, the representations of Seller expressly set forth in Section 12 hereof or in any document or agreement delivered by Seller pursuant to this Agreement shall survive Closing for a period of eighteen (18) months.
- (c) The provisions of this Section 22 shall survive Closing and delivery of the Deed.

23. **Operation of Property.**

- (a) From the Effective Date until the Closing, Seller shall continue to operate, maintain, and repair the Property in the ordinary course of business and to the standard that Seller has operated the Property to date. Notwithstanding the foregoing, Seller shall have no obligation to Buyer to make or perform any capital repairs or replacements unless required to do so to meet its obligations under the Covenant Leases, as landlord under the Existing Leases or by applicable law.
- (b) From the Effective Date until the Closing (unless this Agreement is sooner terminated), Seller shall not enter into any further lease of any portion of the Property or extend the term of any of the Existing Leases or modify any of the Existing Leases.

24. **Enforcement.** If either party hereto fails to perform any of its obligations under this Agreement or if a dispute arises between the parties hereto concerning the meaning or interpretation of any

provision of this Agreement, then the defaulting party or the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

25. **Limitation on Liability.** NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL ANY DIRECT OR INDIRECT, CURRENT OR FORMER, PARTNER, MEMBER, SHAREHOLDER, OWNER OR AFFILIATE OF SELLER, ANY OFFICER, MEMBER, DIRECTOR, EMPLOYEE OR AGENT OF ANY OF THE FOREGOING OR ANY AFFILIATE OR CONTROLLING PERSON THEREOF BE LIABLE TO BUYER IN CONTRACT, TORT OR OTHERWISE WITH RESPECT TO ANY DAMAGES, INCLUDING WITHOUT LIMITATION, MONETARY, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES, ARISING FROM OR RELATING TO THIS AGREEMENT, ANY AGREEMENT ENTERED INTO IN CONNECTION WITH THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR FOR ANY DEFAULT UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL ANY DIRECT OR INDIRECT, CURRENT OR FORMER, PARTNER, MEMBER, SHAREHOLDER, OWNER OR AFFILIATE OF BUYER, ANY OFFICER, MEMBER, DIRECTOR, EMPLOYEE OR AGENT OF ANY OF THE FOREGOING OR ANY AFFILIATE OR CONTROLLING PERSON THEREOF BE LIABLE TO SELLER IN CONTRACT, TORT OR OTHERWISE WITH RESPECT TO ANY DAMAGES, INCLUDING WITHOUT LIMITATION, MONETARY, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES, ARISING FROM OR RELATING TO THIS AGREEMENT, ANY AGREEMENT ENTERED INTO IN CONNECTION WITH THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR FOR ANY DEFAULT UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING.

26. **Sovereign Immunity.** Buyer and its public employees (as defined in the New Mexico Tort Claims Act) do not waive sovereign immunity, do not waive any defense(s), and/or do not waive any limitation(s) pursuant to the New Mexico Tort Claims Act. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act as it relates to Buyer and its public employees.

27. **Miscellaneous.**

- (a) **Captions or Headings; Interpretation.** The captions or headings of the Sections and subparagraphs of this Agreement are for convenience only, and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement. Wherever in this Agreement the singular number is used, the same shall include the plural and vice versa and the masculine gender shall include the feminine gender and vice versa as the context shall require.
- (b) **Amendments and Waivers.** No change, alteration, amendment, modification or waiver of any of the terms or provisions of this Agreement shall be valid, unless the same shall be in writing and signed by Buyer and Seller.
- (c) **Counterparts.** This Agreement may be executed in multiple counterparts each of which shall be deemed an original but together shall constitute one agreement.

- (d) Applicable Law. This Agreement shall be governed and construed according to the laws of the State of New Mexico.
- (e) Right to Waive Conditions. Either party may waive any of the terms and conditions of this Agreement made for its benefit provided such waiver is in writing and signed by the party waiving such term or condition.
- (f) Partial Invalidity. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, at any time or to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, unless such invalidity or unenforceability materially frustrates the intent of the parties as set forth herein. Each term, covenant, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- (g) Public Entity. Buyer is a public entity subject to the New Mexico Inspections of Public Records Act NMSA 1978 §14-2-1 et. seq. This Agreement is subject to disclosure by Buyer in compliance with the New Mexico Inspection of Public Records Act.
- (h) Further Assurances. Seller and Buyer each agree to take such further steps, and deliver such further documents, as are reasonably necessary in order to implement the transactions contemplated hereby, including the execution and delivery of supplemental escrow instructions to the extent reasonably requested by the Escrow Holder. Notwithstanding the foregoing, neither party shall have any obligation to take any such steps or execute or deliver any such further documents if the same would be inconsistent in any material respect with the rights and obligations of the parties contemplated by this Agreement.
- (i) Sophistication of the Parties; Representation by Counsel. Each party hereto hereby acknowledges and agrees that it has consulted legal counsel in connection with the negotiation of this Agreement and that it has bargaining power equal to that of the other parties hereto in connection with the negotiation and execution of this Agreement. Accordingly, the parties hereto agree the rule of contract construction to the effect that an agreement shall be construed against the draftsman shall have no application in the construction or interpretation of this Agreement.
- (j) Acknowledgement Regarding Referrals. Buyer and Seller hereby acknowledge and agree that it is not a purpose of this Agreement or any of the transactions contemplated herein to exert influence in any manner over the reason or judgment of any party with respect to the referral of patients or business of any nature whatsoever. It is the intent of the parties hereto that any referral that may be made directly or indirectly by Buyer to Seller's business, and vice versa, shall be based solely upon the medical judgment and discretion of a patient's physician while acting in the best interest of the patient. Buyer and Seller hereby agree that the terms of this Agreement do not take into account the volume or value of referrals or business that may otherwise be generated between the parties for which payment may be made in whole or in part under Medicare, Medicaid or other Federal health care programs. This Section 28(j) shall survive the Closing.
- (k) Jury Waiver. The parties hereby knowingly, voluntarily and intentionally waive all rights to a trial by jury in connection with any litigation or dispute arising out of this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, Buyer and Seller, intending legally to be bound hereby, have executed this Agreement as of the Effective Date.

BUYER: NEW MEXICO JUNIOR COLLEGE

By: 
Name: Cathy Mitchell
Its: Interim President

SELLER: COVENANT HOSPITAL HOBBS,
a Texas nonprofit corporation

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Buyer and Seller, intending legally to be bound hereby, have executed this Agreement as of the Effective Date.

BUYER: NEW MEXICO JUNIOR COLLEGE

By: _____

Name: Cathy Mitchell

Its: Interim President

SELLER: COVENANT HOSPITAL HOBBS,
a Texas nonprofit corporation

Signed by:

By: 
Name: Dylina Kerr
Its: Chief Financial Officer

Schedules

Schedule 1.d – Contracts

Schedule 1.e – Existing Leases

Exhibits

Exhibit A-1 – Legal Description of Owned Real Property

Exhibit A-2 – Legal Description of Parcel 5

Exhibit A-3 – Depiction the Real Property

Exhibit B – Form of Deed

Exhibit C – Material Terms of Leaseback Lease

SCHEDULE 1.D

Contracts

None

SCHEDEULE 1.E

Existing Leases

Tenant Legal Name	Building Name	Suite	Current Expiration Date
West Texas Counseling & Guidance dba Permian Basin Counseling & Guidance	Hobbs MOB 4	24	11/30/2024
Med-Trans Corporation d/b/a AeroCare	Hobbs MOB 5		9/21/2025
Southeast New Mexico Podiatry Associates, Inc	Hobbs MOB 1	9	9/30/2025
Glow Women's Health, LLC	Hobbs MOB 2	10	10/31/2025
New Mexico Sonographics, Inc.	Hobbs MOB 1	5	12/31/2025
Mamoona Shaikh-Ahmad, MD	Hobbs MOB 2	11	4/30/2026
National Sinus Institute, PLLC	Hobbs MOB 2	12	4/30/2026
Women's Care Clinic of Lea County, LLC	Hobbs MOB 5	35	4/30/2026
Advanced Heart and Vascular Center of New Mexico	Hobbs MOB 4	21	6/10/2027
Ali Sherif, M.D.	Hobbs MOB 1	4	3/31/2028

EXHIBIT A-1

Legal Description of Owned Real Property

A TRACT OF LAND SITUATED IN SECTION 7, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH LIES NORTH 00°13' WEST, 1208.35 FEET AND NORTH 39°44' WEST, 1254.43 FEET FROM THE SOUTHEAST SECTION CORNER OF SAID SECTION 7; THENCE NORTH 89°57' WEST, 1928.76 FEET; THENCE NORTH 00°03' EAST, 507.2 FEET; THENCE SOUTH 89°57' EAST, 1506.44 FEET; THENCE SOUTH 39°44' EAST, 660.0 FEET TO THE POINT OF BEGINNING, A PORTION OF WHICH HAS BEEN PLATTED AND DEDICATED AS "HOBBS MEDICAL ARTS COMPLEX" AND RECORDED IN BOOK 422, PAGE 193, MISCELLANEOUS RECORDS, LEA COUNTY, NEW MEXICO. TOGETHER WITH A STREET EASEMENT AND RIGHT OF WAY DESCRIBED AS: A TRACT IN THE SOUTHEAST QUARTER (SE/4) OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO: BEGINNING AT A POINT WHICH BEARS NORTH 29°09'04" WEST, 2481.45 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE NORTH 89°59'02" WEST, 1096.12 FEET; THENCE NORTH 00°00'58" EAST, 6 FEET; THENCE SOUTH 89°59'02" EAST, 1096.12 FEET; THENCE SOUTH 00°00'58" WEST, 6 FEET TO THE POINT OF BEGINNING.

EXHIBIT A-2

Legal Description of Parcel 5

A 4.29 acre tract of land located in N1/2 Section 7, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico, being more particularly described as follows:

Beginning at a point located N0°13'W 1082.27 feet and N39°35'W 2078.18 feet from the southeast corner of the aforesaid Section 7, THENCE N89°57'W 266.90 feet, THENCE N0°03'E 40.00 feet, THENCE N89°57'W 40.00 feet, THENCE S0°03'W 40.00 feet, THENCE N89°57'W 569.04 feet, THENCE N50°25'E 674.60 feet, THENCE S 39°35'E along the West line of City of Hobbs frontage road 558.74 feet to the point of beginning, said tract contains 4.29 acres, more or less.

EXHIBIT A-3

Site Depiction

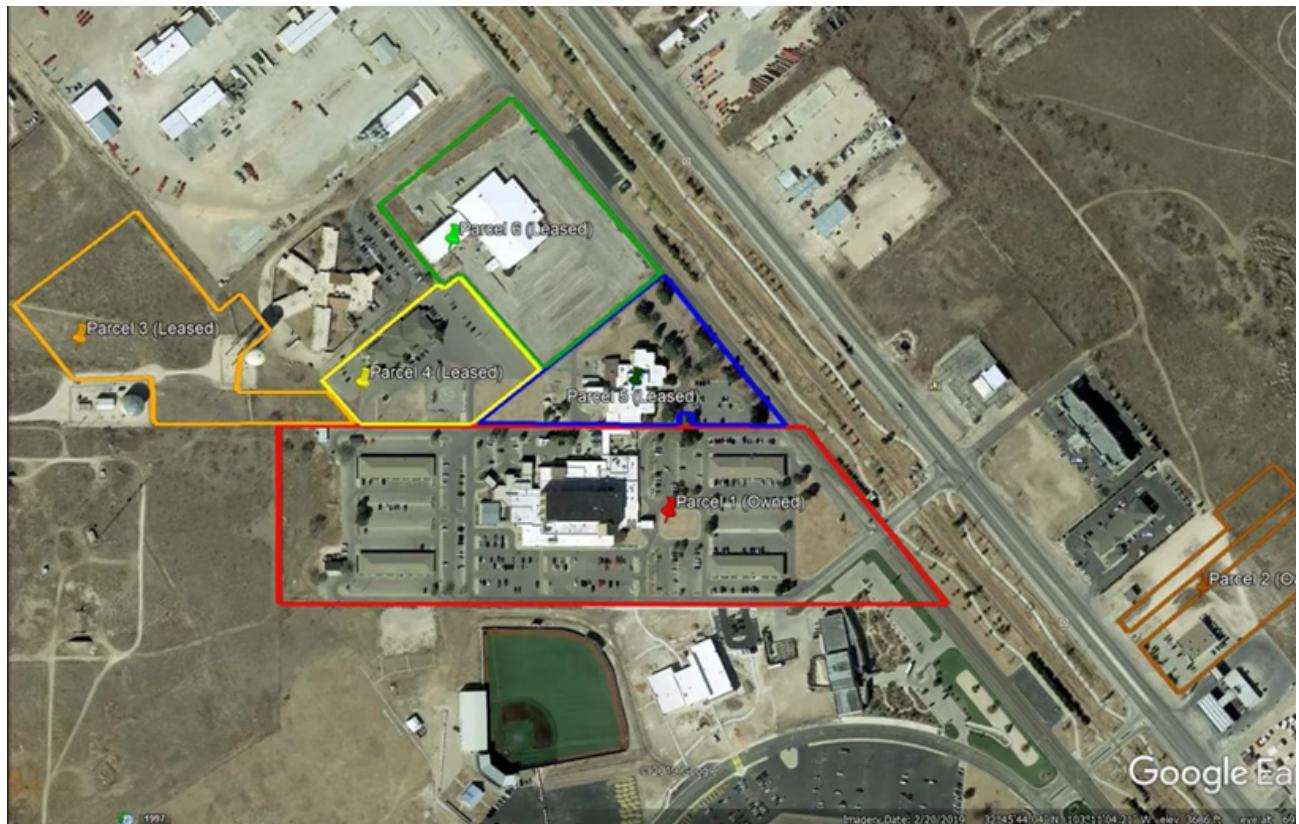


EXHIBIT B

Deed

WARRANTY DEED

COVENANT HOSPITAL HOBBS, a Texas nonprofit corporation for consideration paid, grants to NEW MEXICO JUNIOR COLLEGE whose address is 1 Thunderbird Circle, Hobbs, New Mexico 88240 the following described real estate in Lea County, New Mexico:

PARCEL ONE:

A tract of land situated in Section 7, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico, being further described as follows:

Beginning at a point which lies North 00°13' West, 1208.35 feet and North 39°44' West, 1254.43 feet from the Southeast section corner of said Section 7; thence North 89°57' West, 1928.76 feet; thence North 00°03' East, 507.2 feet; thence South 89°57' East, 1506.44 feet; thence South 39°44' East, 660.0 feet to the point of beginning, a portion of which has been platted and dedicated as "Hobbs Medical Arts Complex" and recorded in Book 422, Page 193, Miscellaneous Records, Lea County, New Mexico. Together with a street easement and Right of Way described as: A tract in the Southeast Quarter (SE/4) of Section 7, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico: Beginning at a point which bears North 29°09'04" West, 2481.45 feet from the Southeast corner of said Section 7; thence North 89°59'02" West, 1096.12 feet; thence North 00°00'58" East, 6 feet; thence South 89°59'02" East, 1096.12 feet; thence South 00°00'58" West, 6 feet to the point of beginning.

with warranty covenants.

Dated _____, 2025.

COVENANT HOSPITAL HOBBS

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

This record was acknowledged before me on the _____ day of _____ 2025, by _____, _____ of COVENANT HOSPITAL HOBBS, a Texas nonprofit corporation.

Notary Public

My Commission Expires:

EXHIBIT C

Material Terms of Leaseback Lease

- Premises: Suites 15-17 (4,118 SF; yellow and purple below); on or before closing; Covenant will vacate Suites 18, 19, and 20
- Term – 3 years, commencing on Closing Date
- Rent – \$17/SF in base rent plus customary NNNs for the absence of doubt Covenant will pay all utilities for the Premises.
- Maintenance obligations – Covenant to maintain interior of Premises/typical tenant maintenance obligations. Buyer to maintain roof, structural, exterior, and other typical landlord maintenance responsibilities
- Covenant to provide its own janitorial.
- No Landlord relocation right.

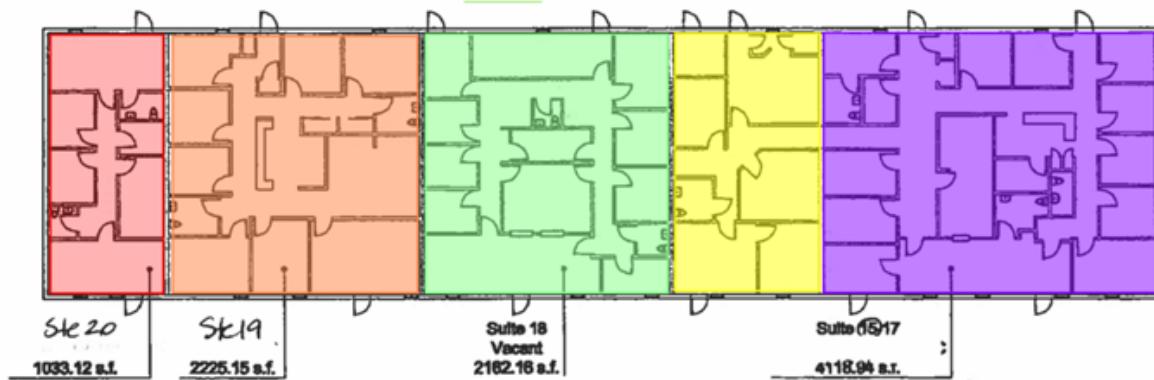
Suite 20:

Hobbs Accounting

Suite 19: Hobbs IT

Suite 18: CMG

Suite 15-17:PT/OT



FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT
(5419 N. Lovington Highway, Hobbs, New Mexico)

This First Amendment to Purchase and Sale Agreement (the “**Amendment**”) is dated as of December __, 2025 (the “**Amendment Effective Date**”), is entered into between NEW MEXICO JUNIOR COLLEGE (“**Buyer**”), and COVENANT HOSPITAL HOBBS, a Texas nonprofit corporation (“**Seller**”). Buyer and Seller are collectively referred to herein as the “**Parties**.”

RECITALS

A. The Parties entered into that certain Purchase and Sale Agreement dated as of June 24, 2025 (the “**Agreement**”) for the sale and purchase of certain property located at 5419 N. Loving Highway, Hobbs, New Mexico (as further described in the Agreement, the “**Property**”).

B. The Parties have agreed to amend the Agreement, subject to the terms and conditions below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and good and further valuable consideration as described herein the receipt and sufficiency are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **Due Diligence Expiration Date.** Section 3(c) of the Agreement and the Due Diligence Expiration Date is amended to be January 31, 2026.

2. **Agreement in Full Force.** The Parties hereby agree that the Agreement is in full force and effect. All other terms and provisions of the Agreement, except as set forth above or otherwise amended by this Amendment, remain unchanged and in full force and effect.

3. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument and executed electronic copies delivered by facsimile, PDF or email upon receipt, shall be deemed originals of this Amendment.

4. **Amendment Controls.** In the event that any terms, conditions or provisions of the Agreement conflict with the terms, conditions and provisions of this Amendment, this Amendment shall control.

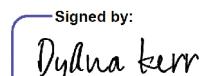
5. **Defined Terms.** Capitalized but undefined terms herein have the definition to said terms in the Agreement.

[Signatures on following page.]

BUYER: NEW MEXICO JUNIOR COLLEGE

By: 
Name: Cathy Mitchell
Its: Interim President

SELLER: COVENANT HOSPITAL HOBBS,
a Texas nonprofit corporation

Signed by:
By: 
Name: Dyana Kerr
Its: Chief Financial Officer