MM 5/1/25

RESOLUTION NO. 2025 - 51

A RESOLUTION ACCEPTING AND APPROVING A COMMERCIAL REAL ESTATE PURCHASE CONTRACT AND COUNTEROFFER FOR THE PURCHASE OF REAL PROPERTY BETWEEN ARNIM WAY, AND THE CITY OF ROCK SPRINGS, WYOMING, AND AUTHORIZING MAX MICKELSON, AS MAYOR, AND MATTHEW L. MCBURNETT, AS CITY CLERK, TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF ROCK SPRINGS.

WHEREAS, the City of Rock Springs desires to sell property owned by the City of Rock Springs and located at 502 S Main Street (First Security Bank Building) to Arnim Way; and,

WHEREAS, notice of the sale of said real property was duly published in accordance with the provisions of Wyoming Statute §15-1-112 on April 19, 2025, April 26, 2025 and May 3, 2025; and,

WHEREAS, a public hearing was held on May 6, 2025, regarding the sale of said property; and,

WHEREAS, the Governing Body of the City of Rock Springs finds that sale of said real property in the manner proposed will benefit economic development within the City of Rock Springs; and,

WHEREAS, the Governing Body of the City of Rock Springs has said contract before it and has given it careful review and consideration; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the terms and conditions of the Commercial Real Estate Purchase Contract and Counteroffer, attached hereto and by this reference specifically made a part hereof, is hereby accepted and approved by the City of Rock Springs, Wyoming.

Section 2. That the Mayor of the City of Rock Springs be, and he is hereby authorized, empowered and directed to execute said Commercial Real Estate Purchase Contract and Counteroffer on behalf of said City, and to execute any and all other documents necessary to effect said sale, and the City Clerk of said City be, and he is hereby, authorized and directed to attach to said contract a certified copy of this resolution.

PASSED AND APPROVED this _______ day of ______________________, 2025.

CITY OF ROCK SPRINGS INCORPORATED SEAL 1888 STATE OF WYOMING

____
President of the Council

____
Mayor

Attest:

____
City Clerk

THE STATE OF WYOMING)
COUNTY OF SWEETWATER) ss.
CITY OF ROCK SPRINGS)

I, Max Mickelson, Mayor of the City of Rock Springs, Wyoming, do hereby proclaim that the foregoing Resolution of the said City of Rock Springs was, on the date thereof, duly and regularly passed and approved by the City Council of the said City of Rock Springs and by the Mayor of said City and attested by the City Clerk of said City, and I do hereby proclaim the same to be in full force and effect from and after the date of its passage and approval.

Mayor

THE STATE OF WYOMING)
COUNTY OF SWEETWATER) ss.
CITY OF ROCK SPRINGS)

I, Matthew L. McBurnett, City Clerk of the City of Rock Springs, Wyoming, do hereby certify that on this 6th day of May, 2025, the foregoing Resolution of the City of Rock Springs was proclaimed by the Mayor of said City to be in full force and effect from and after the passage thereof as set forth in said Resolution, and that the same was posted by me in the office of the City Clerk as directed by the City Council on the 6th day of May, 2025, at 7:00 p.m. of said day.

City Clerk

COMMERCIAL REAL ESTATE PURCHASE CONTRACT

This is a legally binding contract. Parties to this Commercial Real Estate Contract ("Contract") may agree, in writing, to alter or delete provisions of this Contract. Seek advice from your attorney or tax advisor before entering into a binding contract.

EARNEST MONEY RECEIPT

On this 7th day of April, 2025 ("Offer Reference Date") Arnim Way and/or assigns ("Buyer") offers to purchase from City of Rock Springs ("Seller") the *Property* described below and hereby delivers to the Brokerage or Title/Escrow Company, as *Earnest Money*, the amount of $5,000 in the form of check or wire which, upon Acceptance of this offer by all parties (as defined in Section 23), shall be deposited in accordance with state law.

Brokerage or Title/Escrow Company ____________________ Address ____________________

Received by: ______________________________ on ____________________

(Signature above acknowledges receipt of Earnest Money) (Date)

OFFER TO PURCHASE

1\. **PROPERTY (General Description):** Multi-use commercial building with approx 22,781 SF

Address 502 Main St City Rock Springs

County Sweetwater State of Wyoming ZIP 82901

County Tax I.D. # 1905-35-1-06-018-00 (the *"Property"*)

For a legal description **(Check Applicable Box):** [ ] **SEE ADDENDUM #** ________ **[X] COMMITMENT FOR TITLE INSURANCE** as provided in Section 7(b).

1.1 **INCLUDED ITEMS:** Unless excluded herein, this sale includes all fixtures presently attached to the *Property.* The following personal property shall also be included in this sale and conveyed under separate *Bill of Sale* with warranties as to title:

____

1.2 Excluded Items. These items are excluded from this sale:

____

2\. **PURCHASE PRICE** The Purchase Price for the *Property* is $500,000.

The Purchase Price will be paid as follows:

$5,000.	(a) *Earnest Money Deposit.*
$--------	(b) **New Loan.** Buyer will apply for one or more of the following loans: **[ ] Conventional [ ] SBA [ ] Other** (specify) ____________ Buyer shall have the right to approve the terms and conditions of the new loan as provided in *Section 8 (f).*
$--------	(c) **Loan Assumption Addendum** (see attached *Assumption Addendum* if applicable)
$--------	(d) **Seller Financing** (see attached *Seller Financing Addendum* if applicable)
$--------	(e) **Other (specify)** ____________
$495,000.	(f) **Balance of Purchase Price in Cash at Settlement**
$500,000.	**PURCHASE PRICE. Total of lines (a) through (f)**

3\. **SETTLEMENT AND CLOSING.** Settlement shall take place on the Settlement Deadline referenced in *Section 24(c)*, or on a date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when all of the following have been completed:

(a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by the lender, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller and Buyer shall each pay one-half (½) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Tenant deposits (including, but not limited to, security deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in *Section 24(c)*, unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. For purposes of this Contract, "Closing" means that: (i) Settlement has been completed; (ii) the proceeds of any new loan have been delivered by the lender to Seller or to the escrow/closing office; and (iii) the applicable Closing documents have been recorded in the office of the county recorder.

4. POSSESSION. Seller shall deliver physical possession to Buyer within:
[ ] ___ HOURS AFTER CLOSING; [ ] ___ DAYS AFTER CLOSING; [X] OTHER (SPECIFY) Recording
Any rental of the *Property* prior to or after Closing, between Buyer and Seller, shall be by separate written agreement.

5. CONFIRMATION OF BROKERAGE FEES & AGENCY DISCLOSURE. Buyer and Seller acknowledge prior receipt of written agency disclosure provided by their respective Buyer's Agent or Seller's Agent that has disclosed the agency relationships that are confirmed below. Buyer and Seller further acknowledge that Brokerage Fees due as a result of this transaction are being paid based upon the terms of a separate written agreement. At the signing of this Contract:

Seller's Agent, Kody Watts represents **[X] Seller [ ] Buyer [ ] both Buyer and Seller as an Intermediary;**
Seller's Brokerage, Keller Williams Realty Western Trails represents **[ ] Seller [ ] Buyer [X] both Buyer and Seller as an Intermidary;**
Buyer's Agent, Victoria Tarver represents **[ ] Seller [X] Buyer [ ] both Buyer and Seller as an Intermediary;**
Buyer's Brokerage, Keller Williams Realty Western Trails represents **[ ] Seller [ ] Buyer [X] both Buyer and Seller as an Intermeidary;**

6. TITLE TO PROPERTY & TITLE INSURANCE.

(a) Seller represents that Seller has fee simple title to the Property and will convey good and marketable title to Buyer at Closing by: **[X] GENERAL WARRANTY DEED [ ] SPECIAL WARRANTY DEED**, free of financial encumbrances except as provided under *Section 10.1.*

(b) At Settlement, Seller agrees to pay for a standard-coverage owner's policy of title insurance insuring Buyer in the amount of the Purchase Price. The title policy shall conform with Seller's obligations under *Section 10.1* and with the *Commitment for Title Insurance* as agreed to by Buyer under *Section 8*.

(c)[ ] BUYER ELECTS TO OBTAIN A FULL-COVERAGE EXTENDED ALTA POLICY OF TITLE INSURANCE. The cost of this coverage (including the ALTA survey), above that of the standard-coverage Owner's policy, shall be paid for at Settlement by: **[ ] BUYER [ ] SELLER [ ] OTHER** ___________________________.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in *Section 24(a)*, Seller shall provide to Buyer the following documents which are collectively referred to as the "Seller Disclosures":

(a) a Seller property condition disclosure for the *Property*, signed and dated by Seller;
(b) a *Commitment for Title Insurance* on the *Property*,
(c) a copy of all leases and rental agreements now in effect with regard to the *Property* together with a current rent roll;
(d) operating statements of the Property for its last N/A full fiscal years of operation plus the current fiscal year through ______________ certified by the Seller or by an independent auditor;
(e) copies in Seller's possession, if any, of any studies and/or reports which have previously been done on the *Property*, including without limitation, environmental reports, soils studies, site plans and surveys;

 Buyer's Initials ____ Date 4/8/2025 | 18:26 MDT Seller's Initials ______ Date ______

(f) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations; and

(g)Other (specify) ______________________________

8. BUYER'S RIGHT TO CANCEL BASED ON BUYER'S DUE DILIGENCE. Buyer's obligation to purchase under this Contract (**check applicable boxes**):

(a) [X] IS [ ] IS NOT conditioned upon Buyer's approval of the content of all the *Seller Disclosures* referenced in *Section 7*;

(b) [X] IS [ ] IS NOT conditioned upon Buyer's approval of a physical condition inspection of the *Property*;

(c) [X] IS [ ] IS NOT conditioned upon Buyer's approval of a survey of the *Property* by a licensed surveyor ("Survey");

(d) [X] IS [ ] IS NOT conditioned upon Buyer's approval of applicable federal, state and local governmental laws, ordinances and regulations affecting the *Property*, and any applicable deed restrictions and/or CC&R's (covenants, conditions and restrictions) affecting the *Property*;

(e) [ ] IS [X] IS NOT conditioned upon the *Property* appraising for not less than the Purchase Price.

(f) [ ] IS [X] IS NOT conditioned upon Buyer's approval of the terms and conditions of any mortgage financing referenced in *Section 2*.

(g) [X] IS [ ] IS NOT conditioned upon Buyer's approval of the following tests and evaluations of the *Property*. (specify)
any buyer deems necessary

If any of the items *8(a) through 8(g)* are checked in the affirmative, then *Sections 8.1, 8.2, 8.3 and 8.4* apply; otherwise, they do not apply. The items checked in the affirmative above are collectively referred to as "Buyer's Due Diligence." Unless otherwise provided in this Contract, the Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Buyer shall conduct Buyer's Due Diligence in such manner as not to unreasonably disrupt the activities and business of Seller, and shall indemnify Seller and hold Seller harmless from and against any and all liability, claim, or damages which arise from, is caused by, or is in any manner connected with Buyer's Due Diligence, including without limitation, claims for payment for inspection services, claims for mechanics liens, and physical damage to the Property. Seller agrees to cooperate with Buyer's Due Diligence and with a site inspection under *Section 11*.

8.1 Due Diligence Deadline. No later than the Due Diligence Deadline referenced in *Section 24(b)* Buyer shall: (a) complete all of Buyer's Due Diligence; and (b) determine if the results of the Buyer's Due Diligence are acceptable to Buyer.

8.2 Right to Cancel or Object. If Buyer, in Buyer's sole discretion, determines that the results of the Buyer's Due Diligence are unacceptable, Buyer may, no later than the Due Diligence Deadline, either: (a) cancel this Contract by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer; or (b) provide Seller with written notice of objections.

8.3 Failure to Respond. If by the expiration of the Due Diligence Deadline, Buyer does not: (a) cancel this Contract as provided in *Section 8.2*; or (b) deliver a written objection to Seller regarding the Buyer's Due Diligence, the results of the Buyer's Due Diligence shall be deemed approved by Buyer; and the contingencies referenced in *Sections 8(a) through 8(g)*, including but not limited to, any financing contingency, shall be deemed waived by Buyer.

8.4 Response by Seller. If Buyer provides written objections to Seller, Buyer and Seller shall have see Addendum 1 **CALENDAR DAYS** after Seller's receipt of Buyer's objections (the "Response Period") in which to agree in writing upon the manner of resolving Buyer's objections. Except as provided in *Section 10*, Seller may, but shall not be required to, resolve Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections, Buyer may cancel this Contract by providing written notice to Seller no later than **THREE CALENDAR DAYS** after expiration of the *Response Period*; whereupon the *Earnest Money Deposit* shall be released to Buyer. If this Contract is not canceled by Buyer under this *Section 8.4*, Buyer's objections shall be deemed waived by Buyer. This waiver shall not affect those items warranted in *Section 10*.

9. ADDITIONAL TERMS. There **[X] ARE [ ] ARE NOT** addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: **[X] Addendum No.** 1

[ ] Seller Financing Addendum [ ] Assumption Addendum [ ] Lead-Based Paint Disclosure & Acknowledgement

[ ] OTHER (specify) ______________________________

10. SELLER'S WARRANTIES & REPRESENTATIONS.

10.1 Condition of Title. Buyer agrees to accept title to the *Property* subject to the contents of the *Commitment for Title Insurance* as agreed to by Buyer under *Section 8*. Buyer also agrees to take the *Property* subject to existing leases affecting

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the *Property* and not expiring prior to Closing. Buyer agrees to be responsible for taxes, assessments, association fees and dues, utilities, and other services provided to the *Property* after Closing. Except for any loan(s) specifically assumed by Buyer under *Section 2*, Seller will cause to be paid off by Closing all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. Seller will cause all assessments to be paid current by Closing.

10.2 Condition of Property. Seller warrants that **ON THE DATE SELLER DELIVERS PHYSICAL POSSESSION TO BUYER**, the *Property* and improvements will be broom-clean and free of debris and personal belongings, and in the same general condition as they were on the date of *Acceptance*.

10.3 Other Seller Warranties. Seller further warrants that, to the best of Seller's knowledge, each of the following statements is true: (a) the consummation of the transactions contemplated by this Contract will not constitute a default or result in the breach of any term or provision of any contract or agreement to which Seller is a party so as to adversely affect the consummation of such transactions; (b) there is no action, suit, legal proceeding or other proceeding pending or threatened against Seller and/or the *Property* which may adversely affect the transactions contemplated by this Contract, in any court or before any arbitrator of any kind or before or by any governmental body which may adversely affect the transactions contemplated by this Contract; (c) all work which will be performed in, on or about the *Property* or materials furnished thereto which might in any circumstances give rise to a mechanic's or materialman's lien, will be paid and all necessary waivers of rights to a mechanic's or materialman's lien for such work will be obtained; (d) Seller has not received any written notice indicating that the *Property* is in violation of any Federal, State or local Environmental Law; (e) there are no Hazardous Substances on, under, or about the *Property*, nor has Seller undertaken, permitted, authorized or suffered, and will not undertake, permit, authorize or suffer the presence, use, manufacture, handling, generation, storage, treatment, discharge, release, burial or disposal on, under or about the *Property*, of any Hazadous Substances, or the transportation to or from the *Property*, of any Hazardous Substances. As used herein, "Hazardous Substance" shall mean any substance, material or matter that may give rise to liability under any Federal, State, or local Environmental Laws; and (f) Seller is not a "foreign person" as that term is defined in Section 1445 of the U.S. Internal Revenue Code of 1986, as amended. (In that regard, Seller shall deposit into Escrow, at or prior to Closing, an affidavit in such form as may be required by the U.S. Internal Revenue Service, setting forth Seller's full name, address and taxpayer identification number and stating under penalty of perjury that Seller is not a "foreign person" as so defined).

11. FINAL PRE-CLOSING INSPECTION. Before Settlement, Buyer may, upon reasonable notice and at a reasonable time, conduct a final pre-closing inspection of the *Property* to determine **only** that the *Property* is "as represented," meaning that the items referenced in *Sections 1.1, 8.4 and 10.2 and 10.3* ("the items") are respectively present, repaired/changed as agreed, and in the warranted condition. If the items are not as represented, Seller will, prior to Settlement, replace, correct or repair the items or, with the consent of Buyer (and Lender if applicable), escrow an amount at Settlement to provide for the same. The failure to conduct a final pre-closing inspection or to claim that an item is not as represented, shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, Seller shall not, without the prior written consent of Buyer: (a) make any changes in any existing leases; (b) enter into any new leases; (c) make any substantial alterations or improvements to the *Property*, or (d) incur any further financial encumbrances against the *Property*.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller. Seller further warrants that the execution and delivery of this Contract by Seller have been duly and validly authorized, and all requisite action has been taken to make this Contract binding upon Seller.

14. COMPLETE CONTRACT/ASSIGNMENT. This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties. This Contract **[X] SHALL [ ] SHALL NOT** be assignable by Buyer. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

15. MEDIATION. Any dispute relating to this Contract that arise prior to or after Closing:
[ ] SHALL
[X] MAY AT THE OPTION OF THE PARTIES
first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved **THIRTY (30) CALENDAR DAYS** from the date written notice requesting mediation is sent by one party to the other(s). If mediation fails, the other procedures and remedies available under this Contract shall apply. Nothing in this *Section 15* shall prohibit any party from seeking emergency equitable relief pending mediation.

16. DEFAULT. If Buyer defaults, Seller may elect either to retain the Earnest Money Deposit as liquidated damages, or to return it and sue Buyer to specifically enforce this Contract or pursue other remedies available at law. If Seller defaults, in addition to return of the Earnest Money Deposit, Buyer may elect either to accept from Seller a sum equal to the Earnest

Money Deposit as liquidated damages, or may sue Seller to specifically enforce this Contract or pursue other remedies available at law.

17. ATTORNEY FEES AND COSTS. In the event of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under *Section 15*.

18. NOTICES. Except as provided in *Section 23*, all notices required under this Contract must be: (a) in writing; (b) signed by the party giving notice; and (c) received by the other party or the other party's agent no later than the applicable date referenced in this Contract.

19. ABROGATION. Except for the provisions of *Sections 8.4, 10.1, 10.3, 15 and 17* and any other express warranties made in this Contract, the provisions of this Contract shall not apply after Closing.

20. RISK OF LOSS. All risk of loss to the *Property*, including physical damage or destruction to the *Property* or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until Closing.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this Contract. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this Contract: (a) performance under each Section of this Contract which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (i.e., Acceptance, etc.). If the performance date falls on a Saturday, Sunday, State or Federal legal holiday, performance shall be required on the next business day. Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to this Contract, except as otherwise agreed to in writing by such non-party.

22. FAX TRANSMISSION AND COUNTERPARTS. Facsimile (fax) transmission of a signed copy of this Contract, any addenda and counteroffers, and the retransmission of any signed fax shall be the same as delivery of an original. This Contract and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) communicates to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to this Contract:

(a) Seller Disclosure Deadline 7 days after acceptance (Date)
(b) Due Diligence Deadline 90 days after acceptance (Date)
(c) Settlement Deadline 120 days after acceptance (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the *Property* on the above terms and conditions. If Seller does not accept this offer by: ___ : ___ [ ] AM [ ] PM Mountain Time on __________________ (Date), this offer shall lapse; and the Brokerage or Title/Escrow Company shall return the *Earnest Money Deposit* to Buyer.

Signed by:
B4BAD45D3EFE4F7 4/8/2025 | 18:26 MDT

(Buyer's Signature) (Title, if any) (Date) (Buyer's Signature) (Title, if any) (Date)

Arnim Way
(Buyers' Names) **(PLEASE PRINT)** (Address) (Zip Code) (Phone) (Fax)

(Buyers' Names) **(PLEASE PRINT)** (Address) (Zip Code) (Phone) (Fax)

 Buyer's Initials ______ Date 4/8/2025 | 18:26 MDT Seller's Initials ____________ Date ________

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[ ] **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

[ ] **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. ______________

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

(Sellers' Names) **(PLEASE PRINT)** (Address) (Zip Code) (Phone) (Fax)

(Sellers' Names) **(PLEASE PRINT)** (Address) (Zip Code) (Phone) (Fax)

[ ] **REJECTION:** Seller Rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

4/8/2025 | 18:26 MDT

Buyer's Initials LG MG Date ________ Seller's Initials ___________ Date _________

****

DOCUMENT RECEIPT

State law requires Broker to furnish Buyer and Seller with copies of this Contract bearing all signatures. (Fill in applicable section below.)

A. I acknowledge receipt of a final copy of the foregoing Contract bearing all signatures:

(Buyer's Signature)	(Date)	(Buyer's Signature)	(Date)
(Seller's Signature)	(Date)	(Seller's Signature)	(Date)

B. I personally caused a final copy of the foregoing Contract bearing all signatures to be [ ] **faxed** [ ] **mailed** [ ] **hand delivered** on ______________, postage prepaid, to the **[ ] Seller [ ] Buyer.**

Sent/Delivered by (specify) ____

Buyer's Initials ____ Date 4/8/2025 | 18:26 MDT Seller's Initials __________ Date ________

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:
[ ] ACCEPTANCE: [ ] **Seller** [ ] **Buyer** hereby accepts the terms of this ADDENDUM.
[ ] COUNTEROFFER: [ ] **Seller** [ ] **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. _____.

(Signature)	(Date)	(Time)	(Signature)	(Date)	(Time)

[ ] REJECTION: [ ] **Seller** [ ] **Buyer** rejects the foregoing ADDENDUM.

(Signature)	(Date)	(Time)	(Signature)	(Date)	(Time)

ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN [X] ADDENDUM [ ] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 7th day of April, 2025 including all prior addenda and counteroffers, between Arnim Way and/or Assigns as Buyer, and City of Rock Springs as Seller, regarding the Property located at 502 Main St, Rock Springs WY 82901. The following terms are hereby incorporated as part of the REPC:

1. Earnest money shall be delivered no later than four (4) calendar days after acceptance to Marianne Emden at Northern Title Company located at 2620 Commercial Way, Suite 101, Rock Springs WY 82901, Phone: 307-362-0022 (as defined in section 23). After Acceptance of the REPC by Buyer and Seller and receipt of the Earnest Money by the Title Company, the Title Company shall have four (4) calendar days in which to deposit the Earnest Money.

ATTENTION: Buyer and Seller are advised that the Title Insurance Company may require, through separate written instructions, that BOTH the Buyer and Seller mutually authorize disbursement of the Earnest Money Deposit, even if the REPC states that no additional written authorization is required, which may result in additional delays and costs for either party to receive the Earnest Money Deposits.

Buyer and Seller acknowledge that the Wyoming Division of Real Estate has no authority over the Title Insurance Company's release or disbursement of the Earnest Money Deposit.

2. Buyer and seller agree that all due diligence items shall be negotiated and resolved by the due diligence deadline. Section 8.4 shall be removed from the contract.

3. Buyer and seller agree that no seller condition of property disclosure will be delivered to the buyer and Section 7 (a), (c) and (d) shall be removed from the contract.

4. Buyer Default. Notwithstanding the terms of Section 16.1 of the REPC, in the event of Buyer default, Seller's sole and exclusive remedy shall be to retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages.

5. Section 14 of the REPC, the seller will grant contract assignment only as a one-time assignment to a

Buyer controlled entity.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. [ ] **Seller** [ ] **Buyer** shall have until _____:_____ [ ] **AM** [ ] **PM** Mountain Time on ______________________________ (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

Signed by:

4/8/2025 | 18:26 MDT

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[x] Buyer [ ] Seller Signature (Date) (Time) [ ] Buyer [ ] Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[ ] **ACCEPTANCE:** [ ] **Seller** [ ] **Buyer** hereby accepts the terms of this ADDENDUM.

[ ] **COUNTEROFFER:** [ ] **Seller** [ ] **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. ______.

(Signature) (Date) (Time) (Signature) (Date) (Time)

[ ] **REJECTION:** [ ] **Seller** [ ] **Buyer** rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

ADDENDUM NO. 2
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN [ ] ADDENDUM [X] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 7th day of April, 2025 including all prior addenda and counteroffers, between Arnim Way as Buyer, and City of Rock Springs as Seller, regarding the Property located at 502 Main St. Rock Springs WY 82901. The following terms are hereby incorporated as part of the REPC:

1. Buyer agrees to begin the construction on the property within twelve (12) months of closing and shall complete the construction as soon as possible, but no later than five (5) years after the date the property is purchased. This clause shall survive closing.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. **[ ] Seller [ ] Buyer** shall have until _____:_____ **[ ] AM [ ] PM** Mountain Time on ______________________ (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

[ ] Buyer [ ] Seller Signature	(Date)	(Time)	[ ] Buyer [ ] Seller Signature	(Date)	(Time)