

**PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY
LOCATED IN THE INCORPORATED COUNTY OF LOS ALAMOS
COMMONLY REFERRED TO AS THE UNITS OF SHERWOOD
VILLAGE CONDOMINIUM #4, COMPRISED OF LOT 5B OF THE
SUBDIVISION OF LOT 5 OF COMMERCIAL PARCEL A OF
SHERWOOD VILLAGE SUBDIVISION**

This Purchase and Sale Agreement (“Agreement”), for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, is entered into by and between The Handy Family Trust (Seller), 124 Longview, LLC (Seller), and Attack Research LLC (Seller) collectively referred to as Sellers and The Incorporated County of Los Alamos (Purchaser or County) effective the date the Agreement is signed by Purchaser and Sellers.

**ARTICLE I
BASIC INFORMATION**

Purchaser and Sellers have set out the terms and conditions of their agreement in the body of the Agreement below. For convenience, they provide in this Article I certain terms that reappear throughout the Agreement.

1.1 Certain Basic Terms:

(a) **Effective Date:** The Effective Date of the Agreement shall be the date the Agreement is fully executed by both the Purchaser and the Sellers.

(b) **Purchaser and Notice Address:**

Incorporated County of Los Alamos
Attn: County Manager
1000 Central Avenue, Suite 350
Los Alamos, NM 87544
Telephone: (505) 663-1750
Facsimile: (505) 983-7421
Email: lacmanager@lacnm.us

With Copy to:
Incorporated County of Los Alamos
Attn: County Attorney
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544
Telephone: (505) 662-8020
Email: lacattorney@lacnm.us

(c) **Sellers and Notice Address:**

The Handy Family Trust c/o
Judy Handy, Trustee

535 Rover Blvd
Los Alamos, New Mexico 87544
Telephone: (505) 470-7644
Email: judyhandy@msn.com

With Copy to:
Philip H. Gursky
2025 East Jemez Rd, #235
Los Alamos, M 87544
Telephone: (267) 816-03299
Email: philipgursky2@gmail.com

124 Longview LLC, a NM limited liability company
c/o M&M Safe Holdings, LLC, A Wyoming limited
liability company
300 N. Center Street, Unit 6
Casper, Wy 82601
Cell Phone: (346) 387-0907
Email: matt.parton@gmail.com

Attack Research, LLC
Taduesz Raven, Managing Member
Attack Research, LLC
30 Bonnie View Drive
Los Alamos, NM 87547
email: traven@attackresearch.com
Cell No: _____

Purchaser and Sellers agree that this Purchase and Sale Agreement is entered into as a compromise of settlement prior to the commencement of a condemnation action as provided for in NMSA 1978, Section 42A-1-3 (1981).

- (d) Purchaser and Sellers agree that this Property is being acquired by the Purchaser for the purpose of realigning and placing a public road through the Sherwood Village Subdivision as allowed by NMSA 1978, Section 42A-3-1(3) (1997).

- (e) Purchaser and Sellers consent and agree that any land acquired by Purchaser through this Agreement that Purchaser later determines is more than what is needed to realign and place a public right of way (including roadway, utilities and other right of way improvements) through the Sherwood Village Subdivision (“Excess Land”), Purchaser shall offer to sell the Excess Land to the Handy Family Trust, or its assignee, for \$5.93 per square foot which is the amount per square foot that the Purchaser is paying for the raw land pursuant to this Agreement (“Offer”). Additionally, the Parties recognize and agree, sale of the Excess Land back to The Handy Family Trust, or its assignee, must be via a County ordinance; that approval of that ordinance remains in the County Council’s discretion which cannot and is not taken away by this Agreement, and that any ordinance approving the resale of the Excess Land is subject to referendum as provided by law. Further, 124 Longview LLC and Attack Research LLC, expressly waive any right each have or may have pursuant NMSA 1978, Section 42-2-23 (1981), or any other law or regulation to purchase the Excess Land from the Purchaser.

The parties agree any Purchase Agreement entered into pursuant to Offer to purchase in this Subsection will include a contingency provision allowing, prior to closing, Purchaser being able to receive residential subdivision approval with a minimum of eleven (11) triplex unit lots drawn from a combination of the Excess Land and Assignee Purchaser’s Outlot Parcel One in the adjacent Sherwood Rounds Subdivision.

- (f) The Parties agree that Seller, as a part of the process of realignment and construction of the contemplated right of way improvements pursuant to Sub-Paragraph 1.1(e), will demolish the existing structures currently located on the Property and clear and the level the site to the extent a required by such demolition, prior to closing of the Excess Land purchase agreement.
- (g) If the Handy Family Trust, or its assignee, does not accept the Offer to purchase the Excess Land within thirty (30) days of the effective date of the ordinance approving the sale of the Excess Land, including any applicable referendum period, the Handy Family Trust, and its assignee, will forfeit any and all rights to purchase the Excess Land as provided for in this Agreement.
- (h) Purchase Price: The Purchaser shall pay the following sums to each Seller in exchange for each Seller conveying all rights in the Property described in Paragraph 1.2:
1. The Handy Trust shall be paid FIVE HUNDRED FORTY-SEVEN THOUSAND TWO HUNDRED THIRTY DOLLARS AND NO CENTS (\$547,230.00) to be paid in cash at closing, subject to the closing cost allocations and proration set forth
 2. 124 Longview LLC shall be paid TWO HUNDRED NINETEEN THOUSAND FOUR HUNDRED FORTY DOLLARS AND NO CENTS (\$219,440.00) to be paid in cash at closing, subject to the closing cost allocations and prorations set forth herein.
 3. Attack Research LLC shall be paid ONE HUNDRED SIXTY THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS (\$160,800.00) to be paid in

cash at closing, subject to the closing cost allocations and prorations set forth herein.

- (i) Earnest Money: FIVE THOUSAND AND NO 00/100 DOLLARS (\$5,000.00) to be delivered to the Escrow Agent within five (5) business days from the Effective Date.
- (j) Due Diligence Period: The Due Diligence Period shall begin on the Effective Date and continue for no more than ninety (90) days from the Effective Date.
- (k) Closing Date: The Closing Date shall be a date within ninety (90) days after the end of the Due Diligence Period unless otherwise agreed to by the Purchaser and Sellers.
- (l) Title Company: Any funds escrowed pursuant to this Agreement shall be escrowed with the following Escrow Officer upon Title Guaranty, LLC executing an *Acknowledgement by Title Guaranty, LLC* for all escrowed funds received as shown in **Exhibit A** to this Agreement.

Title Guaranty, LLC
1200 Trinity Drive
Los Alamos, New Mexico 87544
Phone: (505)662-2241
Fax: (505)662-6891
Escrow Officer: Denise G. Terrazas
E-mail: denisgt@titleguarantynm.com

1.2 Property: Subject to the terms of this Agreement, Sellers agree to sell their **respective** property to Purchaser, and Purchaser agrees to purchase from Sellers, **in that** certain real property commonly known as Condominium Units A,B,C,D and E of Sherwood Village Condominium #4 in Los Alamos County, New Mexico, as each Seller's Property is more particularly described on **Exhibit B** attached hereto, owned each Seller, respectively, but none other.

1.3 Purchaser Cash Payment: The Purchase Price, subject to the proration and closing cost allocations as provided in Section 6.1 and Section 1.5 respectively, shall be paid in cash at Closing by Purchaser to Sellers. The Earnest Money shall be applied to the Purchase Price as stated in this Agreement.

1.4 Earnest Money: The Earnest Money, in immediately available federal funds, shall be deposited by Purchaser with the Escrow Agent as provided in Section 1.1(i). In the event that Purchaser fails to timely deposit the Earnest Money with the Escrow Agent, this Agreement shall be of no force and effect. The Earnest Money shall be held in an interest bearing account, interest to accrue for the benefit of Sellers or Purchaser as the case may be and all amounts deposited pursuant to the terms hereof and interest earned thereon shall be the "Earnest Money". If this Agreement is terminated by Purchaser during the Due Diligence Period, the Earnest Money shall be paid to Purchaser. In the event this Agreement is not terminated within the Due Diligence Period as permitted under Section 2.8 hereof or as otherwise provided for in this Agreement, the Earnest

Money shall be non-refundable except in the event of Sellers' default for failure or refusal to close as provided in Section 8.2 of this Agreement.

1.5 Closing Costs: Closing costs shall be allocated and paid as follows at Closing:

<u>Cost/Obligation</u>	<u>Responsible Party</u>
Title Commitment required to be delivered pursuant to <u>Section 3.1</u>	Purchaser
Premium for standard form Title Policy required to be delivered pursuant to <u>Section 3.1</u> in the amount of Purchase Price	Purchaser
Premium for any upgrade of Title Policy for extended or additional coverage and any endorsements desired by Purchaser, any inspection fee charged by the Title Company, tax certificates, municipal and utility lien certificates,	Purchaser
Costs of Survey and/or any revisions, modifications or re-certifications thereto (if any)	Purchaser
Costs for UCC Searches (if any)	Purchaser
Recording Fees	Purchaser
Any deed taxes, documentary stamps, transfer taxes, intangible taxes, mortgage taxes or other similar taxes, fees or assessments	Sellers
Any escrow fee charged by Escrow Agent for holding the Earnest Money or Settlement/Closing Fee	Purchaser
Any and all fees associated with Purchaser's lender (if any)	Purchaser

ARTICLE II INSPECTIONS AND DUE DILIGENCE

2.1 Property Information: During the Due Diligence Period, as defined in Section 1.1(j), the Purchaser may make written requests upon the Sellers for documents. Upon receipt by Sellers of a request for documents from the Purchaser, the Sellers shall determine whether responsive documents are in the possession and control of the Sellers. If the requested documents are in the possession and control of the Sellers, the Sellers shall furnish the requested additional documents to the Purchaser as soon as reasonably possible but no later than fifteen (15) days after Sellers receive Purchaser's request for documents unless a later time is agreed to by the Purchaser and Sellers in writing. If the requested documents enjoy a legal privilege, or the Purchaser is required by law to maintain the confidentiality of the requested additional documents, the Sellers shall provide a written response to Purchaser stating that the Sellers have the requested documents, and citing legal privilege, if any, and/or the legal authority that requires the Sellers to maintain the

Purchase, Sale and Development Agreement for Real Property Located in
the Incorporated County of Los Alamos Commonly Referred to as Lot 5B Subdivision of Lot B, Subdivision of Commercial
Parcel A of the Sherwood Village Subdivision

confidentiality of the documents. If the Sellers do not have documents the Purchaser has requested, in its possession and control, the Sellers shall provide a written timely response to Purchaser stating same.

2.2 Inspections of Property by Purchaser During the Due Diligence Period

a. During the Due Diligence Period, the Purchaser, its agents, and employees shall have the right to enter upon the Property for the purpose of making all such inspections as Purchaser deems appropriate at Purchaser's sole risk, cost and expense. If any inspection or test disturbs the Property, Purchaser will restore the Property to substantially the same condition as existed prior to the inspection or test. All such entries upon the Property shall be at reasonable times.

b. Purchaser acknowledges and agrees that it is relying on its inspections and investigations in acquiring the Property, and that the Due Diligence period allows the Purchaser an adequate opportunity to inspect the Property and perform any other investigation and analysis to determine whether Purchaser wants to purchase the Property per the terms of this Agreement including purchasing the Property **“AS IS, WHERE IS, WITH ALL FAULTS”** as specifically provided in Section 9.16 of this Agreement.

2.7 Service Contracts: As soon as reasonably possible and at FOURTEEN (14) days prior to the end of the Due Diligence period, Sellers shall identify any service contracts that exist between the Sellers and a Third-Party that provides services to the Property and notify the Purchaser of such service contracts. Prior to the close of the Due Diligence and after receipt from Sellers of the service contract, Purchaser shall notify the Sellers in writing of any service contract the Purchaser requires the Sellers to terminate. Sellers shall terminate the service contracts identified by the Purchaser prior to Closing.

2.8 Termination During Due Diligence Period: Purchaser may elect, in its sole unfettered discretion, for any reason or no reason, to terminate this Agreement prior to the end of the Due Diligence Period by giving Sellers written notice thereof as herein provided. In the event Purchaser exercises this right of termination, Escrow Agent is hereby irrevocably instructed to refund the Earnest Money to Purchaser without the necessity of Sellers' consent, and neither party shall have any further rights or liabilities hereunder except for those provisions which survive the termination of this Agreement.

ARTICLE III TITLE/SURVEY/ENVIRONMENTAL REVIEW

3.1 Timing of Title/Survey: Within fifteen (15) days after the Escrow Agent's receipt of the Earnest Money, Sellers, at Purchaser's cost, shall provide Purchaser, a current American Land Title Association (ALTA) owner's title commitment for the Property from the Title Company and copies of all documents referenced in exceptions to title shown thereon ("Title Report"). Within thirty (30) days after the Escrow Agent's receipt of the Earnest Money, Sellers consent to provide Purchaser permission for the County Surveyor to enter upon the property and conduct a current

ALTA Survey ("Survey"), at Purchaser's cost and expense. As used in this Paragraph 3.1 "current" shall mean dated no earlier than thirty (30) days from the Effective Date.

3.2 Title/Survey/Environmental Review and Cure:

a. Purchaser shall review the Title Report and Survey obtained pursuant to Section 3.1 hereof, and Purchaser shall review the environmental status of the Property during the Due Diligence Period. Purchaser shall notify Sellers in writing of any title, survey and/or environmental objections prior to expiration of the Due Diligence Period. Sellers shall have no obligation to cure any title or survey, or environmental objections, except as expressly required by this Agreement, and Purchaser shall have no obligation to purchase the Property in the event Sellers elect not to cure a defect identified by Purchaser.

b. In the event the Purchaser waives objections raised pursuant to Paragraph 3.2(a) and elects to proceed to Closing, the Closing shall occur as contemplated herein and Purchaser shall accept the Property subject to such condition without reduction of Purchase Price.

c. In the event Purchaser does not object to the condition of the title to the Property as shown on the Title Report or Survey within the Due Diligence Period, the condition of the title as shown therein shall be deemed approved and any exceptions to title shown in the Title Report which are approved or deemed approved shall constitute "Permitted Exceptions" for purposes of the Title Policy and the Special Warranty Deed.

d. If the Title Company or surveyor revises the Title Report or Survey after the expiration of the Due Diligence Period and prior to Closing to add or modify exceptions or requirements that adversely and materially affect title to the Property, Purchaser may object to such matter by notice to Sellers within ten (10) days after such revised Title Report or Survey is delivered to Purchaser. Sellers may, but shall not be obligated to, attempt to cure any title or survey objection by the Closing Date.

e. If Sellers elect not to cure any such title or survey objection raised pursuant to Paragraph 3.2(d) or fails to cure any such objection raised pursuant to Paragraph 3.2(d) within fifteen (15) days following Purchaser's notice of objections, then Purchaser shall have no obligation to purchase the Property and may terminate this Agreement by written notice to Sellers within forty-five (45) days of the notice of objections Purchaser provided to Seller pursuant to Paragraph 3.2(d). In this event, the Earnest Money shall be refunded immediately to the Purchaser unless the Purchaser waives objections and elects to proceed to closing.

f. In the event the Purchaser waives objections raised pursuant to Paragraph 3.2(d) and elects to proceed to Closing, the Closing shall occur as contemplated herein and Purchaser shall accept the Property subject to such condition without reduction of Purchase Price.

3.3 Title Policy: As soon as possible after the Closing, at Purchaser's cost and expense, the Title Company shall deliver to Purchaser a standard Owner's Title Insurance Policy (the "Title Policy"), issued by the Title Company dated the date of recording of the Special Warranty Deed

in the amount of the Purchase Price, insuring Purchaser as owner of fee simple title to the Property subject only to the Permitted Exceptions. Any endorsements or extended and special coverages to the Title Policy shall be obtained by Purchaser at Purchaser's sole cost and expense.

ARTICLE IV CONDEMNATION

4.1 Condemnation: Risk of loss resulting from any condemnation or eminent domain proceeding which is commenced or has been contemplated prior to the Closing, shall remain with Sellers. If prior to the Closing, the Property or any portion of the Property shall be subject to a *bona fide* threat of condemnation or shall become the subject of any proceedings, judicial, administrative or otherwise, with respect to the taking by eminent domain or condemnation, Sellers shall immediately notify Purchaser thereof after receipt of actual notice thereof by Sellers, but in any event prior to Closing. If a material portion of the Property is subject to eminent domain or condemnation, Purchaser may elect within fifteen (15) days after receipt of such notice, to terminate this Agreement (the "Election Period") and receive an immediate refund of the Earnest Money or to proceed to Closing. If the Closing Date is within the Election Period, then Closing shall be extended to the next business day following the end of the Election Period. If Purchaser does not elect to terminate this Agreement, and in any event if the taking is not material, this Agreement shall remain in full force and effect and the purchase contemplated herein, less any interest taken by eminent domain or condemnation, shall be effected and Purchaser shall accept an assignment from Sellers of the condemnation proceeds. For the purposes of this paragraph, "material portion" as to a taking or condemnation means a twenty percent (20%) or greater portion of the Property being condemned or taken.

ARTICLE V CLOSING

5.1 Closing: The consummation of the transaction contemplated herein ("Closing") shall occur on or before the Closing Date as defined in Paragraph 1.1(m), or such other time no later than seven (7) days after the Closing Date, as the parties, through their respective agents who are executing this Agreement, may mutually specify in writing for the Closing.

5.2 Conditions to Purchaser's Obligations to Close: In addition to such other conditions to Closing as are specified throughout this Agreement, the obligation of Purchaser to consummate the transaction contemplated hereunder is contingent upon the following:

- (a) The representations of Sellers contained herein shall be true and correct in all material respects as of the Closing Date.
- (b) Sellers shall have performed all obligations required to be performed prior to Closing per the terms of this Agreement.
- (c) Except for the potential condemnation action that could arise from the failure of the County to acquire the Property through a negotiated purchase, there shall exist no

pending or threatened legal action, suit or proceeding with respect to the Property or this Agreement.

- (d) No moratoria shall have been imposed, and no moratoria shall be known to be under consideration by a governmental entity or utility provider that would materially and adversely impact the development of the Property or the future economic viability of the Project. If such a moratoria has been imposed, or it is known that such a moratoria is under consideration by a governmental entity or utility provider the Purchaser may, in its sole discretion, terminate this Agreement and receive the Earnest Money Deposit, with interest, or delay Closing for the shorter time period of the following; (i) until the moratoria is lifted; (ii) until the moratoria is dismissed from consideration by the governmental entity or utility provider, or (iii) one hundred eighty (180) days. For a moratoria to be deemed under consideration by a governmental entity or utility provider, the moratoria must appear as a potential item for action on an agenda for a meeting of the governing body of the governmental entity or utility provider, or competent evidence must be produced showing that an agent of the governmental entity or utility provider with legal authority to impose such a moratoria, is in fact, likely to impose such a moratoria.
- (3) The Sellers represent that they have provided to the Purchaser all documentation, notices, reports, and records concerning the Property.

If any of the foregoing conditions to Purchaser's obligation to proceed with the Closing have not been satisfied as of the Closing Date, Sellers may, in its sole discretion, terminate this Agreement by delivering written notice to Purchaser on or before the Closing Date, in which event the Earnest Money shall be disbursed to Seller, or to close, notwithstanding the non-satisfaction of such condition, in which event Purchaser shall be deemed to have waived any such condition.

5.4 Conditions to Sellers' Obligations to Close: In addition to such other conditions to Closing as are specified throughout this Agreement, the obligation of Sellers to consummate the transaction contemplated hereunder is contingent upon the following:

- (a) The representations of Purchaser contained herein shall be true and correct in all material respects as of the Closing Date.
- (b) Purchaser shall have performed all obligations required to be performed prior to Closing per the terms of this Agreement.
- (c) There shall exist no pending or threatened legal action, suit or proceeding with respect to the Property.

If any of the foregoing conditions to Sellers' obligations to proceed with the Closing have not been satisfied as of the Closing Date, Purchaser may, in its sole discretion, terminate this Agreement by delivering written notice to Sellers on or before the Closing Date, in which event the Earnest Money shall be immediately returned to Purchaser, or Purchaser may elect to close,

notwithstanding the non-satisfaction of such condition, in which event Purchaser shall be deemed to have waived any such condition.

5.5 Sellers' Deliveries in Escrow: Ten (10) days before the Closing Date, Sellers shall deliver in escrow to the Escrow Agent, with copies of same delivered to the Purchaser, the following:

(a) Transfer Documents:

- (i) FIRPTA: A Foreign Investment in Real Property Tax Act affidavit executed by each Seller, reciting under penalty of perjury, that such Seller is not a foreign person;
- (ii) Authority: Evidence of the existence, organization and authority of each of the entity Sellers and of the authority of the persons executing documents on behalf of such entity Sellers, such evidence reasonably satisfactory to Purchaser, the Escrow Agent and the Title Company;
- (iii) Additional Documents: Any additional documents that the Escrow Agent or the Title Company or Purchaser may reasonably require for the proper consummation of the transaction contemplated by this Agreement including the Title Company's standard lien and possession affidavit;
- (iv) Closing Statement: A Closing Statement prepared by the Escrow Agent accurately reflecting the Purchase Price, cost allocations and proration as herein provided;
- (v) Appurtenances: An assignment in recordable form of each Sellers's right, title, and interests, if any such rights, title and interests are vested in the Sellers, to all appurtenances, plans, property contracts, entitlements, intangibles and all other portions of the Property not constituting real property to Purchaser; provided, however, that by accepting such assignment, Purchaser shall not assume any obligations under any instrument or right assigned, unless Purchaser has expressly assumed such obligations in writing. Sellers will not amend or modify any of the above items included in the Property without Purchaser's prior written consent; and
- (vi) Service Contracts: Evidence of termination of any service contracts that the Purchaser has requested Sellers to terminate in writing pursuant to Paragraph 2.7 of this Agreement.

(

5.6 Purchaser's Deliveries in Escrow: On or before the Closing Date, Purchaser shall deliver in escrow to the Escrow Agent the following:

(a) Purchase Price: The Purchase Price, less the Earnest Money that is applied to the Purchase Price, which shall be delivered to Sellers by Escrow Agent, plus or minus applicable proration. The Purchase Price shall be deposited by Purchaser with the Escrow Agent in immediate, same-day federal funds wired for credit into the Escrow Agent's escrow account;

(b) Additional Documents: Any additional documents that Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement;

(c) Authority: Evidence of the existence, organization and authority of Purchaser and of the authority of the persons executing documents on behalf of Purchaser reasonably satisfactory to Sellers, the Escrow Agent and the Title Company.

(d) Deed: New Mexico Special Warranty Deeds (the "Deeds") for review and approval by Sellers whereby Sellers convey **their respective property** to Purchaser the Property with special warranty covenants. If the Deeds **are** approved, the Purchaser shall deliver **them** to Escrow Agent for execution by Sellers.

5.7 Title Policy: The Title Policy (as described in Section 3.3 hereof) shall be delivered to Purchaser as soon as possible after the Closing as provided in Section 3.3 hereof.

5.8 Possession: Sellers shall deliver possession of the Property to Purchaser at the Closing, subject only to the Permitted Exceptions.

5.9 Close of Escrow: Upon satisfaction or completion of the foregoing conditions and deliveries, the parties shall direct the Escrow Agent to immediately record and deliver the documents described above to the appropriate parties and make disbursements according to the closing statement executed by Sellers and Purchaser.

ARTICLE VI PRORATION

Purchase, Sale and Development Agreement for Real Property Located in
the Incorporated County of Los Alamos Commonly Referred to as Lot 5B Subdivision of Lot B, Subdivision of Commercial
Parcel A of the Sherwood Village Subdivision

6.1 Proration: The following item shall be prorated between Sellers and Purchaser as of the Closing Date with Sellers paying the following Property related expenses through the Closing Date.

- (a) Taxes and Assessments: General real estate taxes imposed by governmental authority ("Taxes") not yet due and payable shall be prorated. If the Closing occurs prior to the receipt by Sellers of the tax bill for the current calendar year or other applicable tax period in which the Closing occurs, Purchaser and Sellers shall prorate Taxes for such calendar year or other applicable tax period based upon the most recent ascertainable assessed values and tax rates. Upon receipt of the tax bill for the year of Closing, the Escrow Agent shall make any adjustments to the Closing proration, based upon the actual tax bill.

6.2 Commissions: Sellers and Purchaser represent to the other that they have not dealt with any real estate broker, sales person or finder in connection with this transaction.

ARTICLE VII REPRESENTATIONS AND WARRANTIES

7.1 Sellers' Representations and Warranties: As a material inducement to Purchaser to execute this Agreement and consummate this transaction, Sellers represents and warrants to Purchaser that:

- (a) Organization and Authority: Each Seller has been duly organized and validly exist as a legal entity in good standing in the State of New Mexico. Sellers have the full right and authority and will have obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby prior to Closing. This Agreement has been, and all of the documents to be delivered by Sellers at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Sellers, enforceable in accordance with their terms.
- (b) Conflicts and Pending Action: There is no agreement to which Sellers are a party or, to each Sellers' knowledge, is binding on Sellers and which is in conflict with this Agreement. There is no action or proceeding pending or, to each Sellers' knowledge, threatened against Sellers or the Property, including condemnation proceedings, which challenges or impairs Sellers' ability to execute or perform their obligations under this Agreement.
- (c) Litigation: There is no litigation or arbitration or other legal or administrative suit, action, proceeding of any kind pending, or to the best of each Sellers' knowledge, threatened or under investigation against or involving the Property, or any part thereof.
- (d) Environmental, Historical, and the Archeological: The Sellers have searched their records for records containing information regarding the generation, location,

transportation, storage, treatment, discharge, disposal, or release of any toxic or hazardous waste or any pollutant upon or under the Property subject to regulation under the Resource Conservation and Recovery Act (as amended by the Hazardous and Solid Waste Amendments of 1984), the Comprehensive Environmental Response, Compensation and Liability Act (as amended by the Superfund amendments and Reauthorization Act of 1986), or any other applicable State or Federal environmental protection law or regulation, as well as for records containing information regarding human burial sites or historical and/or archeological artifacts that may interfere with the use of the Property and have furnished any record found containing such information to the Purchaser. Nothing in this provision relieves the Purchaser of its duty to perform its own investigations and inspections of the Property during the Due Diligence period for purpose of the Purchaser determining whether Purchaser desires to purchase the Property "**AS IS, WHERE IS, WITH ALL FAULTS**" as specifically provided in Section 9.16 of this Agreement.

- (e) Bills: Sellers have paid or will pay in full all bills and invoices for labor and materials of any kind arising from Sellers' ownership, operation, management, repair, maintenance or leasing of the Property, and there are no actual or potential mechanic's liens outstanding or available to any party in connection with the Sellers's ownership, operation, management, repair, maintenance or leasing of the Property.
- (f) Possessory Rights: Regarding the sale of the Property to the Purchaser, there are no purchase contracts, options or any other agreements of any kind, oral or written, by which any person or entity other than Sellers will have acquired or will have any basis to assert any right, title or interest in, or right to possession, use, enjoyment or proceeds of, any part or all of the Property, except as to rights created under the Leases or Service Contracts or as otherwise disclosed in this Agreement, the Commitments, or in the deliveries made by Sellers pursuant to this Agreement. It is understood and agreed that if such leases or contracts or rights do not meet with Purchaser's approval, their existence shall entitle Purchaser to terminate this Agreement and receive back the Earnest Money deposit and interest.
- (g) Violations of Law: Sellers have received no notice of violation of any applicable Federal, state or local law, statute, ordinance, order, requirement, rule or regulation, or of any covenant, condition, restriction or easement affecting the Property, or this Agreement and Sellers do not have any actual notice of any such violation.
- (h) Ownership: Sellers are the fee simple owners as tenants in common of the Property and as of Closing, Sellers will own all such Property free and clear of all liens, financial encumbrances, leases, covenants, conditions, restrictions, rights-of-way, easements, encroachments and other matters affecting title, excepting only the Permitted Exceptions. Sellers further represent and warrant to Purchaser that no other party has any rights in and to the Property.

- (j) Parties in Possession: To the best of Sellers' knowledge, there are no parties other than Sellers in possession of any portion of the Property.
- (k) In the event of any material adverse change in any of Sellers' representations and warranties in this Article or elsewhere in this Agreement, Sellers shall promptly notify Purchaser, in writing, of such change.

7.2 Purchaser's Representations and Warranties: As a material inducement to Sellers to execute this Agreement and consummate this transaction, Purchaser represents and warrants to Sellers that:

- (a) Organization and Authority: Purchaser has been a duly organized and is a valid existing entity in good standing in the state of New Mexico. Purchaser has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Purchaser, enforceable in accordance with their terms.
- (b) Conflicts and Pending Action: There is no agreement to which Purchaser is a party or to Purchaser's knowledge binding on Purchaser which is in conflict with this Agreement. There is no action or proceeding pending or, to Purchaser's knowledge, threatened against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.
- (c) Purchaser warrants that it is relying solely on its inspections and its investigations to determine whether Purchaser desires to purchase "**AS IS, WHERE IS, WITH ALL FAULTS**" as specifically provided in Section 9.16 of this Agreement.
- (d) In the event of any material adverse change in any of Purchaser's representations and warranties in this Article or elsewhere in this Agreement, Purchaser shall promptly notify Sellers, in writing, of such change.
- (e) In the event Purchaser terminates this Agreement, Purchaser shall provide Sellers timely written notice that states the reason or reasons – if any- for such termination. If the reason or reasons provided in the notice derive from adverse information regarding the Property discovered by the Purchaser during the Due Diligence period, Purchaser agrees to provide that adverse information to the Sellers.

ARTICLE VIII
REMEDIES FOR FAILURE TO CLOSE ONLY

Purchase, Sale and Development Agreement for Real Property Located in
the Incorporated County of Los Alamos Commonly Referred to as Lot 5B Subdivision of Lot B, Subdivision of Commercial
Parcel A of the Sherwood Village Subdivision

8.1 Default By Purchaser For Failure to Close: In the event that Purchaser fails or refuses to Close the purchase of the Property except as allowed by this Agreement, Purchaser agrees that Sellers shall have the right to have the Escrow Agent deliver the Earnest Money to Sellers as liquidated damages to compensate Sellers for time spent, labor and services performed, and the loss of its bargain as a result of Purchaser's failure or refusal to Close. Purchaser and Sellers agree that it would be impracticable or extremely difficult to affix damages in the event of Purchaser's failure or refusal to Close, and that the Earnest Money, together with the interest thereon, represents a reasonable estimate of Sellers' damages for Purchaser's failure or refusal to Close, except as allowed in this Agreement. Under such circumstances, Sellers agree to accept the Earnest Money as Sellers' total damages and relief for Purchaser's failure or refusal to Close, except when such failure or refusal to Close is expressly allowed by this Agreement. In the event that Purchaser shall fail or refuse to Close, Sellers shall be entitled to seek any and all remedies at law and equity including specific performance, however damages shall be limited to actual costs incurred. In the event Seller elects to bring an action, it shall commence such action, if at all, within ninety (90) days after the scheduled Closing date. In the event that Purchaser does so default by failing or refusing to Close, this Agreement shall be terminated, and Purchaser shall have no further right, title, or interest in the Property.

8.2 Default By Sellers for Failure to Close: Purchaser and Sellers agree that it would be impracticable or extremely difficult to affix damages in the event Sellers fail or refuse to Close, and that the below remedies are sufficient remedies to redress and compensate the Purchaser for Sellers' failure or refusal to Close under conditions not allowed by this Agreement. In the event Sellers shall fail or refuse to Close the purchase of the Property, except when such failure or refusal to Close is expressly allowed by this Agreement, Purchaser shall be entitled to seek any and all remedies at law and equity including specific performance, however damages shall be limited to actual costs incurred. In the event Purchaser elects to bring an action, it shall commence such action, if at all, within ninety (90) days after the scheduled Closing date hereunder.

8.3 The above default and damages provisions only apply to claims and damages that arise and result from a default for the failure of the Sellers or Purchaser to Close. Unless otherwise specifically limited elsewhere in the Agreement, Sellers and Purchaser shall retain all rights and remedies provided in law and equity to seek redress of any other default or breach of this Agreement.

ARTICLE IX **MISCELLANEOUS**

9.1 Parties Bound: The Purchaser may not assign this Agreement without the prior written consent of the Sellers, and the Sellers may assign this Agreement without the prior written consent of the Purchaser. Any prohibited assignment shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

9.2 Headings: The article and paragraph headings in this Agreement are of convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

9.3 Invalidity And Waiver: If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible and so long as each party obtains the principal benefits for which it bargained, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

9.4 Governing Law: This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state of New Mexico, and the parties agree and consent that the venue for any cause of action arising from this Agreement shall only be the First Judicial District Court of Los Alamos.

9.5 Mediation The parties agree that in the event a dispute arises regarding any of the duties, rights or obligations of any of the parties or regarding any provision in the Agreement, except default for failure to close as provided for in Article VIII of the Agreement, the parties shall first attend a mediation before a mutually agreed upon mediator, to attempt to resolve any disputes prior to filing any cause of action in law or equity. The party seeking mediation shall notify the other party, in writing, of its request to mediate, and said mediation shall occur within thirty (30) days of said notice unless mutually agreed otherwise by the parties in writing and the costs thereof shall be split equally by the parties.

9.6 Contractual Liability: The parties agree that this is a valid written contract for purposes of NMSA 1978, Section 37-1-23.

9.7 No Third-Party Beneficiary: This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary, decree, or otherwise.

9.8 Entirety and Amendments: This Agreement embodies the entire Agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by both parties.

9.9 Time: Time is of the essence in the performance of this Agreement.

9.10 Attorney's Fees: Should either party employ attorneys to enforce any of the provisions hereof, the party against whom any final judgment is entered, including but not limited to, judgment on appeal to the New Mexico Supreme Court, shall pay, to the extent allowed by law, the prevailing party's reasonable costs, charges, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

9.11 Notices: All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Section 1.1. Any such notices shall be either (a)

sent by certified mail, return receipt requested, in which case notice shall be deemed delivered upon actual date of receipt, or, (b) sent by overnight delivery for next business day delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered upon actual date of receipt, or, (c) sent by facsimile, in which case notice shall be deemed delivered upon transmission of such notice and evidence of receipt of said transmission, with a hard copy mailed the same business day, or (d) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. As regards notice by email transmission, the parties agree that an email transmission shall not be a proper form of notice under this agreement. provided, the sender require that the email recipient acknowledge receipt of the email and upon such acknowledgment the notice shall be deemed to have been delivered; if acknowledgment of receipt of email is not forthcoming on the day the email was sent, the attempt to give notice via email shall be disregarded and the party seeking to give notice shall do so by one of the methods enumerated above in this Article 9.11.

9.12 Construction: The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

9.13 Calculation Of Time Periods: Unless otherwise specified, in computing any period of time described herein, 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 so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

9.14 Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange telephonic facsimile or electronic counterparts of the signature pages.

9.15 Section 1031 Exchange: At either party's request (with notice thereof and copies of all documents for execution by either party to be given to the other party not less than five (5) business days prior to Closing), either party shall execute such documents and perform such other acts as the other party reasonably requests in cooperation with such party's effort to have the sale of the Property to Purchaser considered to be part of a so-called "like-kind exchange" under applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), provided:

- (a) All such documents shall be prepared by or at the direction and expense of the party making such request;
- (b) Neither party shall incur any expense or be required to assume any obligations in connection with the performance of this Section; and

- (c) Any such requested conduct will not delay the closing of the transaction beyond the specified Closing Date.

By this Agreement or acquiescence to the exchange, neither party shall (1) have its rights under this Agreement affected or diminished in any manner, or (2) be responsible for compliance with or be deemed to have warranted to the other that the exchange in fact complies with the Code.

9.16 Disclaimer: EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE DOCUMENTS EXECUTED AT CLOSING, IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS BEING SOLD AND CONVEYED HEREUNDER "**AS IS, WHERE IS, WITH ALL FAULTS**", WITH NO RIGHT OF SETOFF OR REDUCTION IN THE PURCHASE PRICE AND WITHOUT ANY REPRESENTATION OR WARRANTY BY SELLERS EXCEPT AS EXPRESSLY SET FORTH HEREIN. SELLERS HAVE NOT MADE AND ARE NOT MAKING, EXCEPT AS HEREIN MADE IN WRITING, ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE PROPERTY, FITNESS FOR ANY PARTICULAR PURPOSE OF THE PROPERTY, ACCURACY OF DIMENSIONS, AND RELATING IN ANY WAY TO HAZARDOUS MATERIALS OR ANY ENVIRONMENTAL MATTERS, SUITABILITY OF SOIL OR GEOLOGY, OR ABSENCE OF DEFECTS OR HAZARDOUS OR TOXIC MATERIALS OR WASTES; AND PURCHASER ACKNOWLEDGES AND REPRESENTS THAT PURCHASER IS ENTERING INTO THIS AGREEMENT WITHOUT RELYING UPON ANY SUCH STATEMENT, REPRESENTATION OR WARRANTY MADE BY SELLERS OR BY SELLERS' AGENT OR BY ANY OTHER PERSON AND, EXCEPT AS HEREIN EXPRESSLY SET FORTH IN WRITING, IS ACQUIRING THE PROPERTY BASED SOLELY UPON PURCHASER'S OWN INSPECTIONS, INVESTIGATIONS AND FINANCIAL ANALYSIS. PURCHASER ACKNOWLEDGES IT HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT THE PROPERTY AND PROPERTY INFORMATION AND HAS CONSULTED WITH SUCH EXPERTS AND PROFESSIONALS AS IT DEEMS APPROPRIATE.

IN WITNESS WHEREOF, the parties have entered into this Purchase and Sale Agreement effective as of the date first written above.

THE HANDY TRUST

Purchase, Sale and Development Agreement for Real Property Located in
the Incorporated County of Los Alamos Commonly Referred to as Lot 5B Subdivision of Lot B, Subdivision of Commercial
Parcel A of the Sherwood Village Subdivision

**BY AND THROUGH ITS TRUSTEE:
JUDITH HANDY**

BY: _____
JUDITH HANDY, TRUSTEE
DATED THIS ____ DAY OF _____, 2025

124 LONGVIEW, LLC
BY AND THROUGH ITS MANAGING MEMBER, M&M
SAFE HOLDINGS LLC

BY: _____
_____ AS MANAGING MEMBER OF
M&M SAFE HOLDINGS LLC
DATED THIS ____ DAY OF _____, 2025

ATTACK RESEARCH LLC
BY AND THROUGH ITS MANAGING MEMBER TADUESZ
RAVEN
BY: _____
MANAGING MEMBER.
DATED THIS ____ DAY OF _____, 2025

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

MICHAEL D. REDONDO,
COUNTY CLERK

By: _____
ANNE W. LAURENT, IN HER CAPACITY AS COUNTY
MANAGER AND AS AN AUTHORIZED AGENT OF THE
INCORPORATED COUNTY OF LOS ALAMOS
DATED THIS ____ DAY OF _____, 2025

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

EXHIBIT A

ACKNOWLEDGMENT BY ESCROW HOLDER

The Escrow Holder hereby agrees to perform its obligations under this Agreement and acknowledges receipt of the Earnest Money of _____ DOLLARS (\$ _____ .00), and a fully executed counterpart of this Agreement.

Escrow Agent shall hold and dispose of the Earnest Money in accordance with the terms of this Agreement. Sellers and Purchaser agree that the duties of the Escrow Agent hereunder are purely ministerial in nature and shall be expressly limited to the safekeeping and disposition of the Earnest Money in accordance with this Agreement. Escrow Agent shall incur no liability in connection with the safekeeping or disposition of the Earnest Money for any reason other than Escrow Agent's tortious acts or omissions. In the event that Escrow Agent shall be in doubt as to its duties or obligations with regard to the Earnest Money, or in the event that Escrow Agent receives conflicting instructions from Purchaser and Sellers with respect to the Earnest Money, Escrow Agent shall not be required to disburse the Earnest Money and may, at its option, continue to hold the Earnest Money until both Purchaser and Sellers agree as to its disposition or until a final judgment is entered by a court of competent jurisdiction directing its disposition, or Escrow Agent may interplead the Earnest Money in accordance with the laws of the State of New Mexico.

Escrow Agent shall not be responsible for any interest on the Earnest Money except as is actually earned, or for the loss of any interest resulting from the withdrawal of the Earnest Money prior to the date interest is posted thereon if such withdrawal is upon instruction of either the Sellers or Purchaser.

By: _____
Name: _____
Title: _____

DATE: _____, 2025

EXHIBIT B

As to The Handy Trust:

Units A, B and C of Sherwood Village Condominium #4, together with an undivided 53.649% interest in the common elements and facilities thereof, as shown on the plat attached as Exhibit "A" to that certain Declaration of Condominium Ownership and Easements, Restrictions and Covenants for Sherwood Village Condominium #4, dated the 27th day of July, 1987 and filed for record in Misc Book 33, Page 526 of the real estate records of the County Clerk of Los Alamos County, New Mexico on July 26, 1987.

As to 124 Longview, LLC

Unit D of Sherwood Village Condominium, #4, together with an undivided 21.883% interest in the common elements and facilities thereof, as shown on the plat attached as Exhibit "A" to that certain Declaration of Condominium Ownership and Easements, Restrictions and Covenants for Sherwood Village Condominium #4, dated the 27th day of July, 1987 and filed for record in Misc Book 33, page 526 of the records of the County Clerk of Los Alamos County, New Mexico on July 27, 1987.

As to Attack Research, LLC:

Unit E of Sherwood Village Condominium #4, together with an undivided 24.468% interest in the common elements and facilities thereof, as shown on the plat attached as Exhibit "A" to that certain Declaration of Condominium Ownership and Easements, Restrictions and Covenants of Sherwood Village Condominium #4, dated July 27, 1987.

The foregoing three descriptions represent all units of Sherwood Village Condominium #4, including a 100% interest in the common elements and facilities of Sherwood Village Condominium #4. The Declaration of Condominium Ownership and Easements, Restrictions and Covenants for Sherwood Village Condominium #4. Lot 5B, a subdivision of Lot 5, Commercial Parcel A of Sherwood Village Subdivision as said Lot 5B is shown on the plat filed in the records of the real estate plat records of the County Clerk of Los Alamos County, New Mexico in Plat

Book 2, Page 78 on January 28, 1974, was submitted and subject to the Condominium Act (NMSA Sections 47-7(A), et seq, 47-7(B) et seq., 47-7(C) et seq., 47-7(D) et seq., and 47-7E et seq., as may have been amended from time to time.) by the Declaration of Condominium Ownership and Easements, Restrictions and Covenants for Sherwood Village Condominium #4.

DRAFT

Purchase, Sale and Development Agreement for Real Property Located in
the Incorporated County of Los Alamos Commonly Referred to as Lot 5B Subdivision of Lot B, Subdivision of Commercial
Parcel A of the Sherwood Village Subdivision