



LA CLERK OCT 29 '21 AM 10:21

**AMENDMENT NO. 1
TO THE PURCHASE, SALE AND DEVELOPMENT AGREEMENT FOR REAL
PROPERTY LOCATED IN THE INCORPORATED COUNTY OF LOS ALAMOS
COMMONLY REFERRED TO AS 3661 AND 3689 TRINITY**

This Amendment No. 1 ("First Amendment") is entered into by and between the Incorporated County of Los Alamos ("County" or "Seller"), and Pet Pangaea, LLC pursuant to Section 10.8 of the Agreement for purposes of amending that certain Purchase and Sale Agreement ("Agreement"), effective February 25, 2021, for the Real Property Located in the Incorporated County of Los Alamos and commonly referred to as 3661 and 3689 Trinity Drive ("Agreement"). The Agreement is hereby amended as follows:

1. Section 1.1(c) of the Agreement is hereby amended as follows:
 - "(c) Seller and Notice Address:
Incorporated County of Los Alamos, a New Mexico County
Attn: Steven Lynne, County Manager
1000 Central Avenue, Suite 350
Los Alamos, New Mexico 87544
Telephone: (505)663-1750
Facsimile: (505)662-8079
E-Mail: steven.lynne@lacnm.us
2. Section 1.1(g) of the Agreement is hereby amended as follows:

"(g) Additional Earnest Money: TEN THOUSAND DOLLARS (\$10,000.00) to be delivered to the Escrow Agent upon the execution of the Due Diligence Extension as provided for in Section 2. 1. Extended Due Diligence shall extend the Due Diligence period by an additional three hundred (300) days. Additional Earnest Money is non-refundable.
3. Section 2.1 (b) is hereby amended as follows:

"(b) Extended Due Diligence: Purchaser shall have the option to extend the Due Diligence Period for an additional three hundred (300) days beyond the initial Due Diligence Period as defined above in this Section upon delivery of TEN THOUSAND DOLLARS (\$10,000.00) as Additional Earnest Money to the Escrow Agent before the expiration of the initial Due Diligence Period as defined in Paragraph 1.1 (f). This Additional Earnest Money is separate and distinct from the Earnest Money, and unlike the Earnest Money, is not refundable to Purchaser under any condition, but shall be applied toward the Purchase Price in the event of Closing occurring. Should Purchaser exercise this option, all terms and conditions applicable to the Due Diligence period remain in effect during the Extended Due Diligence period."
4. Section 2.6 Seller's Property, hereby amended ads follows:
 - "2.6 Sellers Property: Seller will remove all Seller's property on the land, including fencing, equipment, and all other property within thirty (30) days prior to Closing.



5. Except as modified by this Amendment No. 1, all remaining terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Naomi D. Maestas
ATTEST:

NAOMI D. MAESTAS,
LOS ALAMOS COUNTY CLERK

INCORPORATED COUNTY OF LOS ALAMOS

Steven Lynne

STEVEN LYNNE,
IN HIS CAPACITY AS COUNTY MANAGER,
AND AS AN AUTHORIZED AGENT OF THE
INCORPORATED COUNTY OF LOS ALAMOS
DATED THIS 25 DAY OF OCT 2021

APPROVED AS TO FORM:

J. Alvin Leaphart

J. ALVIN LEAPHART,
LOS ALAMOS COUNTY ATTORNEY

PET PANGAEA, LLC

Cindy Wells

CINDY WELLS,
MANAGING MEMBER AND AUTHORIZED
AGENT OF PET PANGAEA, LLC
DATED THIS 22 DAY OF Oct 2021