

FIRST AMENDMENT TO CONVEYANCE AND DEVELOPMENT AGREEMENT

This First Amendment to Conveyance and Development Agreement (the “Amendment”) is made and entered into this the ____ day of August 2025, by and between **PHC–Los Alamos, Inc.**, a New Mexico corporation d/b/a Los Alamos Medical Center (the “Hospital”) and the **Incorporated County of Los Alamos**, a political subdivision of the State of New Mexico (the “County”).

WITNESSETH

WHEREAS, Hospital and the County entered into that certain Conveyance and Development Agreement dated October 4, 2023, recorded with the County Clerk of Los Alamos County as Instrument LACF23-0537 (the “Agreement”), by which the parties agreed to a conveyance by the Hospital to the County of a parcel of land abutting Trinity Drive, to be conveyed as a part of the settlement of a threatened condemnation action by the County in conjunction with the widening of the roadway and re-configuring the entrance of the Hospital; and

WHEREAS, due to the passage of time, the cost for the project has increased, necessitating a need to modify the Agreement to reflect the updated costs, along with other matters.

NOW, THEREFORE, and in consideration of the premises and covenants herein, the mutual benefit to be delivered by the parties hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amendment of Construction Funds. The term “Construction Funds,” defined in the 5th Recital as Two Hundred Sixty-Four Thousand Four Hundred Fifty and No/100 Dollars (\$264,450.00) is hereby amended by the substitution of the amount of Three Hundred Forty-Four Thousand Six Hundred Fifty and 00/100 Dollars (\$ 344,650.00) in lieu thereof.
2. Amendment to Address Access Funds. The Agreement is further amended to create a new Section 1.08, which shall provide as follows:
 - 1.08. Excess Funds. In the event that there remains funds from the Construction Funds after the completion of all improvements under the Agreement, all such excess funds shall be the property of the Hospital and shall be immediately paid to the Hospital after it is confirmed all contractors and vendors involved in the construction have been paid in full.
3. Modifications. Except as herein modified, all other provisions, terms, and conditions of the Agreement are hereby restated, reinstated, extended, and shall continue to apply and are in full force and effect. In the event of any inconsistencies between the Agreement and this

Amendment, the terms of this Amendment shall, in all instances, control and prevail. Capitalized terms used herein have the same meaning as set forth in the Agreement.

4. Survival. The provisions of this Amendment shall (a) survive the termination or expiration of the Agreement (b) be binding upon either parties' permitted and approved successors and assigns, and (c) inure to the benefit of either parties' successors and assigns. The Hospital and the County covenant and represent to each other that the individuals executing, attesting, and/or delivering this Amendment on behalf of each party are authorized to do so.
5. Counterparts. This Amendment may be signed in any number of counterparts, and each counterpart shall represent a fully executed original. Either party may execute this Amendment via DocuSign, Adobe Sign, or other third-party application which collects and store signatures and affixes signatures to documents electronically. Delivery of an executed counterpart to this Amendment in electronic format (e.g., ".pdf" or ".tif") shall be effective as delivery of a manually executed counterpart. The parties agree that an electronic reproduction of this Amendment shall be admissible in evidence as the original itself in any judicial proceeding (whether the original is in existence and whether such reproduction was made in the regular course of business). The parties further agree that electronically signed counterparts of this Amendment comply with the Federal Electronic Signature in Global and National Commerce Act and the Uniform Electronic Transactions Act.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Conveyance and Development Agreement as of the first date written above.

ATTEST

**INCORPORATED COUNTY
OF LOS ALAMOS**

**MICHAEL D. REDONDO
COUNTY CLERK**

**ANNE W. LAURENT
COUNTY MANAGER**

Approved as to form:

**J. ALVIN LEAPHART
COUNTY ATTORNEY**

ATTEST

PHC- Los Alamos, Inc.

By: _____
Name: _____

By: _____

Name: _____

Approved as to form:

Title: _____

**J. Steven Kirkham
Attorney for PHC-Los Alamos, Inc.**