

**SANTA FE COUNTY  
AMENDMENT NO. 1  
TO THE PROPERTY LEASE AGREEMENT  
WITH GEORGIA PLACE, LLC**

**THIS AMENDMENT** is made and entered into as of this 18<sup>th</sup> day of June, 2010, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as "the County") and **Georgia Place, LLC** (hereinafter referred to as "the Contractor").

**WHEREAS**, the County and the Contractor desire to exercise its right to extend the original lease entered into, for office space, dated May 12, 2009; and

**WHEREAS**, on February 1, 2010, the County entered in a Sublease Agreement with Bridget Jacober for the purpose of exchanging Suite 216 occupied by Ms. Jacober for Suite 215 and in consideration for occupying the larger suite, Ms. Jacober agreed to pay to the County \$25.00 per month; and

**WHEREAS**, the Sublease with Ms. Jacober will terminate June 1, 2010 and she has agreed to enter into a Lease Agreement with Contractor for Suite 215; and

**WHEREAS**, Article 9, "Amendments: Binding Effect", of the Agreement allows the parties to amend the Agreement by an instrument in writing executed by the parties; and

**WHEREAS**, the parties desire to enter into this Amendment No. 1 to remove Suite 215 from the Agreement, add Suite 216 to the Agreement and to extend the term of the Agreement through June 30, 2011.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Paragraph 2 of page 1 is amended to read as follows:

In consideration of the covenants and agreements of the Lessee as set forth in this Lease, the Lessor does hereby lease, let and demise unto the Lessee, under the conditions specified below, office space located at 128 Grant Ave. Suites 216, 101, 104, and 106, Santa Fe NM, 87501 ("the Premises").

2. Article 1, "Conditions of Lease," Subsection A is amended to read as follows:

A. The Lease pertains to office space described as Suites 216, 101, 104, and 106, located at 128 Grant Ave., Santa Fe, NM 87501.

All other provisions of Article 1, "Conditions of Lease," not amended, replaced, or superseded by this Amendment shall remain in full force and effect.

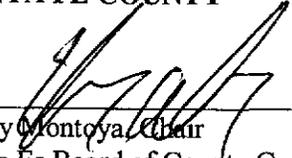
3. Article 4, "Term of Lease," is amended to read as follows:

The Lessor agrees to lease the Premises to the Lessee, under the conditions specified in Section 1 of this Lease Agreement, commencing on June 1, 2009 and terminating on June 30, 2011. Lessee shall have the option to renew the lease for an additional twelve (12) months on the same terms. The Lessee may exercise this option by submitting a written notice to Lessor that the Lease will be extended an additional twelve months. The notice must be submitted to Lessor at least sixty days prior to expiration of this Amendment No. 1.

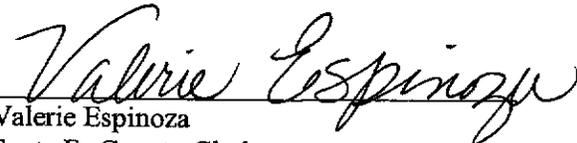
4. All other provisions of the Agreement not amended, replaced, or superseded by this Amendment No. 1 shall remain in full force and effect.

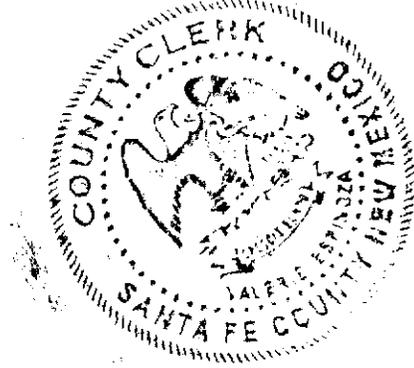
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**SANTA FE COUNTY**

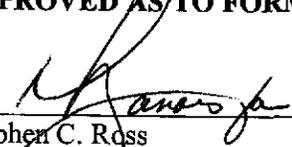
  
\_\_\_\_\_  
Harry Montoya, Chair  
Santa Fe Board of County Commissioners

**ATTEST:**

  
\_\_\_\_\_  
Valerie Espinoza  
Santa Fe County Clerk

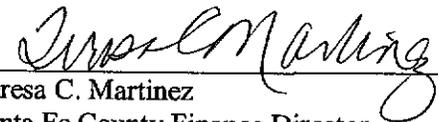


**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Stephen C. Ross  
Santa Fe County Attorney

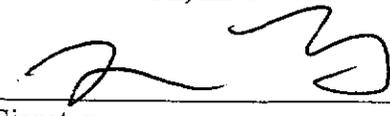
5-24-10  
Date

**FINANCE DEPARTMENT APPROVAL:**

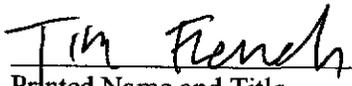
  
\_\_\_\_\_  
Teresa C. Martinez  
Santa Fe County Finance Director

6/4/2010  
Date

**GEORGIA PLACE, LLC:**

By:   
\_\_\_\_\_  
Signature

6/18/10  
Date

  
\_\_\_\_\_  
Printed Name and Title