

AGREEMENT TO EXERCISE RENEWAL TERM
AND AMENDMENT TO INITIAL SUBLEASE

This Agreement to Exercise Renewal Term ("Renewal Agreement") between the **Pueblo of Pojoaque Enterprise Corporation** ("Sublessor") and **County of Santa Fe, New Mexico** ("Sublessee"), is entered into as of the date last executed below and is effective July 1, 2025, (the "Effective Date") and is incorporated with and made a part of that certain Sublease between Sublessor and Sublessee with the effective date of July 1, 2016 (the "Initial Sublease," which together with this Renewal Agreement is collectively referred to as the "Sublease" and henceforth shall be the definition of any reference to the "Sublease"). Sublessor and Sublessee are collectively referred to as the "Parties."

WHEREAS, Sublessor and Sublessee entered into that certain Initial Sublease as of July 1, 2016, for a one-year term to June 30, 2017, for the rental amount of \$983.90 per month; and

WHEREAS, Sublessor and Sublessee have entered into several renewal agreements as provided in Section [7] of the Sublease for one-year periods from July 1, 2017 – June 30, 2025; and

WHEREAS, Sublessor and Sublessee now desire to enter into this Renewal Agreement for the renewal term beginning on July 1, 2025, and ending June 30, 2026, at the rental amount of \$1,320.36 per month; and

WHEREAS, Sublessee desires to change the term of the Initial Sublease so that the Renewal Agreement may be terminated for convenience by Sublessee during the renewed term, and Sublessor agrees to add a termination for convenience clause to the Renewal Agreement in Section 7. (b) Term, as described below; and

WHEREAS, Sublessee desires to add a clause reflecting termination for lack of appropriations and authorizations to the 2025 term of Sublease and Sublessor agrees to add the same as Section 7. (c) Appropriations and Authorizations, as described below.

NOW, THEREFORE, in consideration of the Recitals herein above mentioned to be kept, honored, and performed, the Parties agree as follows:

1. The Parties agree to exercise the Renewal Term, an increase of five percent (5%) from \$1,257.49 to \$1,320.36, as provided in Section [7] of the Sublease for the

period July 1, 2025, through June 30, 2026, unless terminated earlier pursuant to Section 7.

2. Sublessee agrees to pay the rental amount of \$1,320.36 per month during the renewal term.

AMENDED

7. Term.

(b) Termination for Convenience for 2025 renewal term: Sublessee may terminate this Sublease at any time by giving Sublessor written notice of termination. The notice will specify the effective date of termination, which shall not be less than 90 days from Sublessor's receipt of notice.

(c) Appropriations and Authorizations: Sublessee's performance of obligations under this Sublease is contingent upon sufficient appropriations and authorizations for performance of this Sublease by the Board of County Commissioners of the Sublessee, Santa Fe County. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Sublease will terminate upon written notice by the Sublessee to Sublessor. Such termination will be without penalty to Sublessee, and Sublessee will have no duty to reimburse Sublessor for expenditures made in the performance of this Sublease. Lessee is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by Sublessee. Sublessee's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Sublease will be final and not subject to challenge by Sublessor in any way or forum, including a lawsuit.

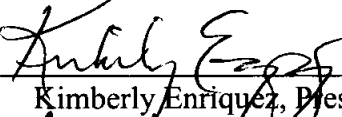
Except as expressly modified herein, all other terms of the Sublease will remain unchanged and will continue in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Agreement o Exercise Renewal Term as of the date of the last signature by the parties.

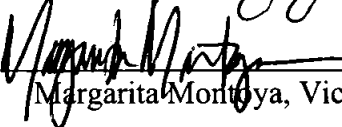
SUBLESSOR:

Pueblo of Pojoaque Enterprise Corporation

Date: 7/3/2025

By: 
Kimberly Enriquez, President

Date: 7/3/2025

By: 
Margarita Montoya, Vice-President

SUBLEESSEE:

Santa Fe County 

Date: 6/27/2025

By: 

Name: Gregory S. Shaffer

Title: Santa Fe County Manager

Approved as to form:

Date: June 24, 2025

By: Roberta D. Joe for W.B.

Name: Walker Boyd

Title: Santa Fe County Attorney