

**SUPPLEMENTAL AGREEMENT NO. 3
(MISCELLANEOUS)
BY AND BETWEEN**

THE CITY OF SANTA FE AND SANTA FE UNIVERSITY ART AND DESIGN, LLC

This SUPPLEMENTAL AGREEMENT NO. 3 (MISCELLANEOUS) (Agreement), is made and entered into this 27th day of JUNE, 2018 by and between the CITY OF SANTA FE, a New Mexico municipal corporation (Landlord) and SANTA FE UNIVERSITY ART AND DESIGN, LLC, New Mexico limited liability company (Tenant), collectively, the "Parties".

RECITALS

WHEREAS, the Landlord and Tenant are parties to that certain Amended and Restated Lease dated and effective as of April 13, 2016 (the Lease), which governs the lease of the Santa Fe University Art and Design; and

WHEREAS, Tenant, has by letter dated October 13, 2017, tendered to Landlord notice of termination of the Lease on June 30, 2018 (the Early Termination Date) pursuant to, and in accordance with the terms of, Lease Section 25.01; and

WHEREAS, on December 17, 2017 the Parties entered into "Amendment No. 1" to the Lease which established a reduced square footage of land and buildings to be utilized by Tenant (the Reduced Use Area) for the period commencing on January 1, 2018 through June 30, 2018 (the Reduced Use Period) and reduced the base rent for the Premises (the Adjusted Base Rent) to reflect such reduced use; and

WHEREAS, Paragraph 5 of Amendment No. 1 provided that the Tenant "shall continue to secure and maintain the Unused Premises [the area outside the Reduced Use Area], together with the Reduced Use Area...subject to such other agreements as the Parties may enter into[.]" [Emphasis added.]; and

WHEREAS, pursuant to Paragraph 6 of Amendment No.1, the Parties have cooperated with each other, and intend to continue to cooperate with each other, as Tenant continues to secure and maintain the Reduced Use Area and the Unused Premises and winds down its activities on the Premises, and as Landlord prepares to assume responsibility for the Premises and works with others to utilize the Premises for the benefit of the community.

NOW THEREFORE, in consideration of the mutual promises contained herein, the foregoing consideration, and the following terms and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and Landlord agree as follows:


1. Reduced Use Area. The Reduced Use Area is amended as follows:
 - a) Alumni Hall (±11,742 square-feet) is deleted from the Reduced Use Area.
 - b) Maintenance Building (±3,000 square-feet) is included in the Reduced Use Area.
2. Buildings in Unused Premises held open. The following buildings located within the Unused Premises shall be held open to the public by Tenant for the use of Santa Fe residents:
 - a) Fogelson Library (until May 15, 2018).
 - b) Driscoll Fitness Center (until April 20, 2018).

3. Construction Debris. Tenant shall remove all construction debris from the Premises by June 30, 2018. Construction debris includes but is not limited to asphalt, concrete, and soil waste and vegetation waste.
4. Vehicles. Tenant shall remove all vehicles and abandoned trailers from the Premises by June 30, 2018, with the exception of any vehicles that have been determined to have been present on the Premises prior to commencement of the Lease.
5. Re-Keying of Buildings. Tenant shall re-key the exterior doors of all buildings on the Premises and shall turn over all keys to Landlord prior to June 30, 2018. Tenant shall disable key card access to all building and shall turn over the existing key card equipment to Landlord prior to June 30, 2018.
6. Cleaning. Tenant shall remove all trash and debris from inside all buildings prior to June 30, 2018. This includes the removal of obsolete computer and IT equipment from the basement of The Forum building.
7. HVAC Control. During the Lease term, Tenant installed and later removed a central HVAC control system for numerous buildings at the Premises that was accessed from a computer terminal in Alexis Hall. Tenant agrees to use its best good faith efforts to ensure that all buildings at the Premises where HVAC was controlled by this central control system can be properly controlled prior to June 30, 2018. In the event this is not accomplished by June 30, 2018, Tenant agrees to continue to use its best efforts to ensure that HVAC can be controlled on a building-by-building basis as soon as possible after June 30, 2018 and in any event agrees that this will be accomplished on or before July 31, 2018.
8. Notwithstanding the provisions of this Agreement, all other provisions of the Lease, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

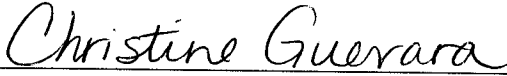
LANDLORD:

CITY OF SANTA FE

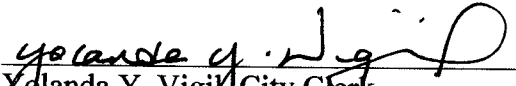
By: 
Alan M. Webber, Mayor

TENANT:


SANTA FE UNIVERSITY OF ART AND
DESIGN, LLC
A New Mexico Limited Liability Company

By: 
Christine Guevara, President

ATTEST:


Yolanda Y. Vigil, City Clerk
cc mts. 6/27/18

APPROVED AS TO FORM:


Geno I. Zamora, Interim City Attorney