



**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
LEASE AGREEMENT**

This **AMENDMENT NO. 1 (“Amendment”)** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico (“County”), and **19th Hole Sports Pub, LLC**, a New Mexico limited liability company (“Lessee”), collectively the “Parties,” to be effective for all purposes on the date of last signature (“Effective Date”).

WHEREAS, the Parties entered into Lease Agreement No. LSE26-876 (the “Lease”), dated June 1, 2026, and recorded with the County Clerk’s Office as Document No. LACF26-1365, for the lease of certain space (the “Premises”) at the County-owned property known as the Los Alamos Golf Course (the “Golf Course”), located at 4250 Diamond Drive, Los Alamos, New Mexico 87544; and

WHEREAS, the Lease is for the purpose of operating a food and beverage restaurant at the Premises, including providing beverage cart service on the Golf Course, and providing catering and banquet services for tournaments, special events, and functions; and

WHEREAS, the Lease makes Lessee eligible to use County’s Governmental Liquor License No. GOV-000046 (the “Liquor License”) located at the Golf Course, for the purpose of serving beer, wine, and spirits on the Premises and on the Golf Course via beverage cart service; and

WHEREAS, the Parties wish to amend the Lease to clarify their intent for County to lease to Lessee, as a condition of the Lease, the Liquor License, and to include other information necessary to effectuate the lease of the Liquor License under state regulation; and

WHEREAS, the Los Alamos County Council approved this Amendment at a regular public meeting held on July 28, 2026.

NOW, THEREFORE, for good and valuable consideration, Parties agree as follows:

- I. Delete **Section A.2** in its entirety and replace it with the following:
2. The Leased Premises shall include Lessee’s use and access to common areas as shown in Exhibit A, and Lessee’s exclusive use of the Leased Premises and County-owned kitchen equipment and restaurant furnishings, fixtures, and equipment (“FFE”) attached hereto and incorporated herein for all purposes as Exhibit B. Upon mutual agreement of the Parties, Exhibit B may be modified from time to time when necessary to accurately reflect any change(s) in the FFE; any such modifications to Exhibit B shall be incorporated herein for all purposes. In addition, the Leased Premises shall include a limited license to use and access the areas of the Golf Course designated in Exhibit C, attached hereto and made a part hereof for all purposes, to the extent necessary to provide Beverage Cart services as described in Section E(1)(d), Section F, and Section G(14) of the Lease Agreement.

II. Delete **Section E.5** in its entirety and replace it with the following:

5. Lease of County's Governmental Liquor License. The Lease of the Premises shall include the lease of County's Governmental Liquor License No. GOV-000046 ("Liquor License") to Lessee, subject to the following terms:
 - a) Lessee shall have the right to use the Liquor License in its entirety, for the purpose of serving beer, wine, and spirits on the Leased Premises in conjunction with its food service business, and on the Golf Course within the the areas designated in Exhibit C, to the extent necessary to provide Beverage Cart services as described in Section E(1)(d), Section F, and Section G(14) of the Lease Agreement.
 - b) Beer, wine, and spirits shall be sold and dispensed only by trained and certified alcohol servers and only during hours and at locations consistent with the Liquor License conditions.
 - c) Lessee shall be responsible for the annual cost of licensure application and renewal. Lessee shall assist County in preparing applications and supporting documents to renew both County and State Liquor Licenses.
 - d) Lessee agrees to indemnify, defend, and hold harmless County from any claims arising out of Lessee's use of the Liquor License.
 - e) The lease of the Liquor License may be terminated by mutual written agreement of the Parties, by court order, or in accordance with the terms of this Lease.

III. Delete **Exhibit C** in its entirety and replace it with a new Exhibit C, attached hereto and made a part hereof for all purposes.

Except as expressly modified by this Amendment, the terms and conditions of the Lease remain unchanged and in effect.

[this section intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date of last signature.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

MICHAEL D. REDONDO
COUNTY CLERK

BY: _____
ANNE W. LAURENT **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

**19TH HOLE SPORTS PUB, LLC, A NEW MEXICO
LIMITED LIABILITY COMPANY**

BY: _____
William Myers **DATE**
PRESIDENT

AND

BY: _____
JAMES ROBINSON **DATE**
SECRETARY

4244 Diamond Drive
LA Golf Course



All mapping information is for reference only.
Users are solely responsible to confirm data accuracy.

0 250 500 1,000 Feet

ATTACHMENT A
EXHIBIT C