

1 1978 and such publication shall contain the following information:

2 A. Property to be Leased. The City of Santa Fe shall lease to Whiskey Golf
3 Investments, L.P. 0.465 acres more or less of land located at the Santa Fe Municipal Airport, and
4 more fully described under the Lease Agreement.

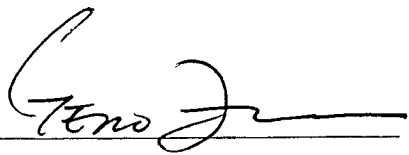
5 B. Market value of the Leasehold Premises. The appraised value of the Leasehold
6 premises is \$32,500.

7 C. Payment terms of the Lease. The rental payment for the leasehold premises shall
8 be in an amount which will comply with applicable Federal Aviation Administration grant
9 assurances on economic self sustaining rate structures. The lessee shall be responsible for the
10 cost of survey, appraisal and other closing costs.

11 D. The Lessee is Whiskey Golf Investments, L.P., 51 Ranch Estates Road, Santa Fe,
12 New Mexico 87506.

13 E. Purpose of the Lease. The purpose of the lease is for the lessee to use and
14 occupy the premises for construction of aircraft hangars for its own private use and other related
15 purposes more fully described under the Lease Agreement.

16 APPROVED AS TO FORM:

17 

18 _____
19 GENO ZAMORA, CITY ATTORNEY

EXHIBIT A

SANTA FE MUNICIPAL AIRPORT LEASE AGREEMENT WHISKEY GOLF INVESTMENTS, L.P.

THIS LEASE AGREEMENT, is made and entered into by and between the CITY OF SANTA FE, NEW MEXICO, a municipality and political subdivision of the State of New Mexico, hereinafter (the "Lessor"), and WHISKEY GOLF INVESTMENTS, L.P. hereinafter (the "Lessee"). The date of this Lease Agreement shall be the date when it is executed by the Lessor.

WHEREAS, the Lessor owns and operates an airport known as the Santa Fe Municipal Airport ("Airport") and is desirous of leasing to the Lessee certain premises and facilities at the said Airport; and

WHEREAS, the Lessee is a corporation desirous of constructing a hangar and related office space for the purpose of storing privately owned aircraft; and

WHEREAS, both the Lessor and Lessee have the right and power to enter into this Lease Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained the parties agree as follows:

1. **PREMISES** Lessor does hereby lease unto the Lessee the exclusive rights to the described premises and facilities at the airport, the lots designated L8 and L9A on the City of Santa Fe exhibit prepared by Dawson Surveys, dated 1/25/11, more particularly described on Exhibit "A" attached hereto, containing approximately .465 acres (20,250 square feet) more or less, together with right of access, ingress-egress thereto.

2. **USE OF THE PREMISES AND RIGHT TO CONSTRUCT**

A. Lessee shall use the Premises solely for the purpose of constructing an aircraft hangar and related office space for its own private use. Private use means storage of privately owned aircraft. No commercial business activities of any kind shall be conducted on the leasehold by Lessee. No vehicles of any type shall be parked on the Premises or inside the hangar except for those used for transportation to and from the Premises. No long-term parking or storage of any other vehicle shall be permitted unless specifically approved in writing as an exception by the Airport Manager, and unless the hangar's primary use remains as aircraft storage. Lessor reserves the right to revise vehicle parking provisions of this Article 2 at any time Lessor may deem necessary.

B. The Lessee shall have the right to erect and maintain one building consisting of one aircraft hangar and related office space upon said premises as depicted on Exhibit "B" attached hereto, provided such building is consistent with the Airport Master Plan (as amended), Airport Minimum Standards Ordinance (as amended), the Building Code requirements of the New Mexico Construction Industries Division, the Building Code requirements of the City of Santa Fe, and any City of Santa Fe or Santa Fe County ordinance

now in effect. Title to such construction shall remain the property of the Lessee during the term of the lease and the Lessee shall have the right to remove the buildings and improvements at any time during the term of the lease. Upon expiration of this Lease Agreement, or as it may be amended in the future, the title to such construction, as remains, shall pass to the Lessor.

C. Lessee shall, at its own expense, prepare plans and specifications for the total project which shall be submitted to and approved by the Airport Manager prior to any construction commencing. Lessor assumes no liability or responsibility for any defect in any structure constructed from such plans or specifications.

D. Lessee must start construction of the hangar within 6 (six) months of the date of this Lease Agreement, and complete construction within 12 (twelve) months after the start of such construction or this Lease Agreement will be null and void, provided, however, that the start and completion times may be extended on a day for day basis for delays caused by adverse weather or other unforeseen circumstances as determined by the Airport Manager.

E. Lessor shall provide reasonable easements for egress, ingress and utilities to serve the Premises.

F. Portions of the Premises are served by a taxilane the centerline of which is located no farther than 140 feet from the Premise. Lessee shall have the right to construct an apron or other pavement to provide access from said Premises to said taxilane, and at no cost to Lessor, providing such apron or similar pavement construction is consistent with: the Airport Minimum Standards Ordinance (as amended) the Building Code requirements of the New Mexico Construction Industries Division; the building code requirements of the City of Santa Fe; any City of Santa Fe or Santa Fe County ordinance now or hereafter in effect; existing lease agreement easements; and applicable FAA apron or pavement construction requirements and standards, if any. Title to such apron or pavement construction shall become the property of the Lessor upon completion of construction. Lessor will assume all responsibility for said pavement upon completion of construction.

G. The Premises is not directly served by any access road, although Lessor has plans to construct such an access road in the future as shown on the Airport Master Plan. Lessee shall construct a gate and access road to provide access to said Premises from Aviation Drive as shown on Exhibit "B" attached hereto, and at no cost to Lessor, providing such access road or pavement construction is consistent with: the Airport Minimum Standards Ordinance (as amended) the Building Code requirements of the New Mexico Construction Industries Division; the building code requirements of the City of Santa Fe; any City of Santa Fe or Santa Fe County ordinance now or hereafter in effect; and existing lease agreement easements; if any. The gate shall include powered operation and code activated entry controls and shall be placed in the chain link fence bordering the west side of Aviation Drive as shown in Exhibit "B" attached hereto and shall be constructed to airport standards. The access road shall be constructed of asphalt to airport standards and will extend westward from Aviation Drive, through the aforementioned gate, to the property line, and will also extend northward to the extension of the property line dividing Lots 9A and 9B and shall be 22 feet wide with 25 foot radius corners where required and as shown on Exhibit "B" attached hereto. Title to such gate and access road shall become the property of the Lessor upon completion of construction. Lessor will assume all responsibility for said gate and access road upon completion of construction.

H. The Premises is not directly served by any sewer line. Lessee shall

construct a new sewer line from the east property line of Lot 8 to the existing airport pressure line approximately 400 feet to the south and constructed to City of Santa Fe Wastewater Division standards. This sewer line shall be designed, sized, and constructed to accommodate future connections from all remaining Lots north of the Premises to the degree that future usage can be reasonably predicted. Title to such sewer line shall become the property of the Lessor upon completion of construction. Lessor will assume all responsibility for said sewer line upon completion of construction.

I. Lessee must receive prior written approval from Lessor and the Federal Aviation Administration for any and all buildings, structures and improvements to be placed on the Premises, and for apron or other pavement construction described in Article 2, Paragraph F of this Lease Agreement. Lessee must receive prior written approval from Lessor for access road, gate and sewer construction described in Article 2, Paragraphs G and H of this Lease Agreement. Lessee shall provide a schedule for completion dates of all improvements at the time plans for construction or alteration are presented to the Lessor for review and approval, which approval will not be unreasonably withheld. Prior to commencing construction of any structures on the Premises, Lessee must demonstrate its financial capability to complete and pay for such construction by way of an irrevocable letter of credit, irrevocable financing commitment, performance bond or other means satisfactory to Lessor.

J. Upon receiving consent from Lessor, whose consent shall not be unreasonably withheld, Lessee shall have the right to remodel, remove, demolish or destroy any future structures or improvements constructed by Lessee on the Premises without compensation to Lessor, so long as the Premises are left in a safe and sightly condition.

K. Lessee shall control automobile and other access to any leasehold or airport ramp, apron, taxilane or similar property where aircraft operation of any type could reasonably be expected to occur by installing chain link fencing or modifying existing chain link fencing and by installing a minimum of one powered and code activated vehicle access gate of Lessee's choice subject to approval by the Airport Manager. This gate shall be secured by Lessee at all times. If automobile operations are not required, then said gate shall not be required at the sole discretion of the Airport Manager. At the sole discretion of the Airport Manager, alternative access control measures may be proposed by Lessee and approved by the Airport Manager. Access control as described in this Article 2 K shall be approved in writing by the Airport Manager prior to commencing any construction on the Premises.

3. TERM OF LEASE

A. Term. This Lease Agreement shall be for a twenty (20) year term beginning when executed by the Lessor, and terminating on _____. Such twenty year period, as the same may be sooner terminated or extended both as specifically provided in this Lease Agreement, is referred to in this Lease Agreement as the "Term." Upon expiration of the Term or upon cancellation of this Lease Agreement, Lessee shall peacefully surrender and vacate the Premises.

B. Option to Renew. The Lessor hereby grants to Lessee the option to renew this Lease Agreement for two additional ten (10) year terms. The terms and conditions of such renewal shall be the same terms and conditions as are set forth in this Lease Agreement except for ground space rent which shall increase from the rate in effect at the end of the previous lease term pursuant to Article 5, Paragraph A and Paragraph B of this Lease

Agreement. Provided, however, that at such time as either option is exercised this Lease Agreement will be amended to conform to all federal and other regulations and grant requirements related to the Airport development and operation. Lessee shall notify Lessor in writing of its intention to exercise the renewal option not less than three (3) months before the expiration of the initial term; otherwise, the option shall be deemed to have been waived. At expiration of this Lease Agreement, Lessee shall, at Lessor's sole discretion, be afforded the opportunity to negotiate and enter a new Lease Agreement with the City of Santa Fe for use of the Premises.

C. Termination. Upon termination of this Lease Agreement by either party, the Lessee's rights to use the Premises shall cease and the Lessee shall peacefully vacate the Premises, removing its property at its own expense within 30 days of written notification of termination by Lessor. Termination by the Lessor shall not relieve the Lessee of liability for any damages sustained by the Lessor caused by Lessee's breach of this Lease Agreement.

4. HOLDOVER

In the absence of a new lease agreement entered into before the expiration of the initial 20 year Term under this Lease Agreement, Lessee shall be allowed to hold over for a period not to exceed 60 days from the expiration date of the initial 20 year Term under this Lease Agreement or the expiration of any option period. Holding over by the Lessee after the expiration of the initial 20 year Term or any option period under this Lease Agreement, whether with or without the consent of the Lessor, shall not operate to extend or renew this Lease Agreement. Any such holding over shall be construed as a tenancy from month to month at the rents set forth in this Lease Agreement under the terms herein.

5. RENT AND FEES

The Lessee agrees to pay to the Lessor, at the office of the Airport Manager, at the Santa Fe Municipal Airport, or at such place as the Lessor may designate from time to time, for the use of the Premises the following rents and fees:

A. Ground Space Rent. Lessee shall pay to Lessor an annual rental fee of sixteen cents per square foot for the Premises.

B. Schedule of Payments for Ground Space Rent. The fixed rentals as provided in Article 5, Paragraph A shall be payable to the Lessor on an annual basis on the first day of the first month of the year. The annual basic rent as computed above shall be adjusted by either of the following two methods, at Lessor's option: (1) The annual basic rent as computed above shall be adjusted upward at the end of each three (3) year period by an amount equal to the average annual percentage rate increase in the cost of living index published by the United States Bureau of Labor Statistics, or any successor agency, for the three years immediately preceding the adjustment. The first such adjustment under this paragraph shall take place on the third anniversary of the date of this Lease Agreement, and then on the anniversary date every third year thereafter; or (2) the annual basic rent shall be adjusted upward by the use of an appraisal. The appraised value per square foot shall become the basis for the Ground Space Rent. Said appraisal shall be paid for by the Lessor and shall not be conducted more than once every five years. The year that the appraised value takes effect shall become the base year for calculating adjustments of the annual rent under this

paragraph.

C. Security and Fire Protection Fees. Lessor reserves the right to impose fair and equitable fees for Security and Fire Protection should such services be provided by Lessor.

D. Late Payment Penalty. If the fixed rental payment as provided in Article 5 Paragraph A is not made within twenty-five (25) days of its due date, the Lessee shall pay a finance charge of 1-1/2% per month (18% percent annually) on such past due payment for each month or partial month thereafter that any payment due is not paid.

6. INSURANCE

A. Insurance Required. Lessee shall, at its own cost and expense, procure and maintain in full force and effect during the Term of this Lease Agreement, the following insurances:

(1) Worker's Compensation and Employer's Liability. The Lessee shall require any corporation member, subcontractor or sub-lessee conducting business on the Premises to comply with the provisions of the New Mexico Worker's Compensation Act, the Subsequent Injury Act, and the Occupational Disease Disablement Law. Such insurance shall include coverage permitted under N.M. Stat. Ann. 52-1-10 NMSA1978, for safety devices. The Lessee shall require any corporation member, subcontractor or sub-lessee conducting business on the Premises to procure and maintain complete Worker's and Employer's Liability Insurance in accordance with New Mexico laws and regulations. The Lessor, its officers or employees shall not be responsible for any claims or actions occasioned by the Lessee's failure to comply with the provisions of this subparagraph. It is expressly understood that employees of the Lessee's members are not Lessor's employees for any purpose.

(2) Comprehensive General Liability. The Lessee shall procure and maintain a comprehensive general liability insurance policy, including automobile liability coverage for all vehicles used on the Premises, for bodily injury, including death, and property damage in such amounts that are not less than the maximum liability of public agencies as set forth in the New Mexico Tort Claims Act, N.M. Stat. Ann. §41-4-I, et seq. (1978) now constituted or hereafter amended. Said policies of insurance must include coverage for Premises, operations and the Lessee's liability to the Lessor hereunder.

(3) Hangar-Keeper Liability Coverage. The Lessee shall procure and maintain hangar-keeper insurance with liability limits to cover losses to reasonably be expected.

(4) Property Insurance. The Lessor shall be named as an additional insured on the general liability and property coverage insurance policies. The policies shall be written by companies authorized to write such insurance in New Mexico, and properly filed with and approved by the Superintendent of Insurance of the State of New Mexico. They shall be in a form satisfactory to the Lessor.

B. Binders. A binder for all insurance policies required by this Lease Agreement shall be provided to Lessor at the time of the execution of this Lease Agreement. Certificates of Insurance for all insurance policies required under this Lease Agreement shall be

provided to the Lessor within 30 days of the date of this Lease Agreement and shall be delivered to the Airport Manager. The policies provided herein shall not be subject to cancellation without providing Lessor thirty (30) days written notice thereof. Lessee shall promptly replace any policies terminated or canceled and shall insure no gaps in coverage.

7. HOLD HARMLESS

Lessee agrees to defend, indemnify and hold harmless Lessor from loss from each and every claim and demand of whatever nature, made on behalf of or by any person or persons, for any wrongful, careless or negligent act or omission of Lessee or Lessee's employees, members and guests, and from all losses and damages by reason of such acts or omissions.

8. CANCELLATION BY LESSOR

Lessor may cancel this Lease Agreement by giving Lessee written notice of any alleged default under or breach of the Lease Agreement and thirty days within which to cure any default or breach upon or after the happening of any of the following events:

A. Cancellation for Non-Payment. If the Lessee shall default in any payment obligations contained herein, and the default shall continue for 30 days after the effective date of written notice thereof to the Lessee, given by the Lessor in accordance with the provisions of this Lease Agreement, then the Lessor shall have the option to declare the Term ended, without forfeiture, waiver or release of the Lessor's rights to any sum of money due, and to recover and enjoy possession of the Leased Premises, whether with or without process of law. In the event of cancellation for non-payment, Lessor may, at its option, attach a landlord's lien to any improvements on the Premises, and said improvements may not be removed from the Premises without Lessor's prior approval.

B. Cancellation for Default other than Payment.

(1) If the Lessee shall default in the performance of any terms, covenants, agreements or conditions of this Lease Agreement other than in the performance or payment obligations, as set forth above, and the default shall continue for thirty (30) days after written notice thereof to the Lessee, given by the Lessor in accordance with the provisions of this Lease Agreement, then the Lessor shall have the option to declare the Term ended, without forfeiture, waiver or release of the Lessor's rights to any sum of money due, and to recover and enjoy possession of the Leased Premises, whether with or without process of law. However, if any default or breach may not reasonably and capably be cured within thirty (30) days after written notice thereof, and if Lessee diligently attempts to cure the default or breach, Lessee shall pay Lessor for all costs incurred by Lessor as a result of Lessee's default; and such payment shall be made promptly upon Lessee's receipt of written demand from Lessor.

(2) No waiver of default by the Lessor of any of the terms, covenants, agreements or conditions hereof to be performed, kept and observed by the Lessee shall be construed to be an act of waiver of any subsequent default of any of the terms, covenants, agreements and conditions herein contained to be performed, kept and observed by the Lessee. The acceptance of rental by the Lessor for any period or periods after a default of any of the terms, covenants, agreements and conditions herein contained to be performed, kept

and observed by the Lessee, shall not be deemed a waiver of any right on the part of the Lessor to cancel this Lease Agreement for failure by the Lessee to so perform, keep or observe any of the terms, covenants, agreements or conditions of this Lease Agreement.

C. Other Cancellation. The Lessor may cancel this Lease Agreement only by giving the Lessee 30 days written notice and opportunity to cure, with or without process of Law, upon or after the happening of any one of the following events:

(1) If Lessee fails to use the Premises for the purposes set forth in Article 2 Paragraph A, Lessor may declare this Lease Agreement to be terminated and to re-enter the Premises or any part thereof, with or without the process of law, to expel, remove and put out Lessee or any other persons occupying the Premises, using such force as may be reasonably necessary in doing so. Lessee shall pay all costs, including reasonable attorney's fees and expenses and court costs that may arise in enforcing the covenants, conditions and terms of this Lease Agreement.

(2) The filing by the Lessee of a voluntary petition in bankruptcy, or the institution of proceedings in bankruptcy against the Lessee and the adjudication of the Lessee as a bankrupt pursuant to such proceedings.

(3) The taking of a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act.

(4) The appointment of a receiver of the Lessee's assets.

(5) The cancellation or other termination of any insurance policy issued in compliance with this Lease Agreement shall automatically terminate this Lease Agreement, unless another policy has been filed and approved pursuant to this Lease Agreement.

(6) If the Lessee should breach any of the nondiscrimination covenants, Lessor shall have the right to terminate this Lease Agreement and to reenter and repossess said Leased Premises and hold the same as if said Lease Agreement had never been made or issued.

9. CANCELLATION BY LESSEE

The Lessee may cancel this Lease Agreement and terminate all or any of its obligations hereunder at any time that the Lessee is not in default in the payment of any rents or fees to the Lessor pursuant to this Lease Agreement by giving the Lessor 30 days advance written notice of its intentions to discontinue its activities at the Airport.

10. RIGHTS OF LESSOR

Lessor reserves the right to:

A. Operate the Airport in the best interest of the public and the right, without interference or hindrance to maintain, improve, or further develop the landing area or public use facilities of the Airport as it sees fit, regardless of any protest of the Lessee and to lease

additional space to other individuals or corporations at the Airport regardless of any objection of the Lessee. The Lessor may relocate the Lessee at Lessor's expense if the physical development of the airport or the terminal requires relocation of the Lessee provided Lessor provides 60 days written notice to Lessee and the Lessor provides a location substantially similar in form and access. Lessor will compensate Lessee for any actual expenses of relocation incurred by Lessee, subject to Lessor's prior approval of such expenses.

B. Enter upon the Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease Agreement and any federal, state, county or city laws, ordinances, regulations, rules and codes now or hereafter in effect.

11. RIGHTS OF LESSEE

A. Lessee shall have the right, but shall not be required:

1. In common with others so authorized, to use common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft.

2. To the non-exclusive use, in common with others, of the airport, appurtenances and improvements thereon, but this shall not restrict the right of the Lessor to charge visitors a fee for the use of such areas.

3. To install, operate, maintain, repair and store subject to approval of Lessor in the interests of safety and convenience of all concerned, all equipment necessary for the conduct of Lessee's activities.

4. Of access to and from the Premises, limited to taxiways, streets, driveways and sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee's members and guests.

B. Lessee or its members are authorized, but not required, to provide the following services and to engage in the following activities:

1. Private aircraft storage.

C. So long as Lessee conducts its business in a fair, reasonable and workmanlike manner, to peaceably have and enjoy the Premises, and all the rights and privileges herein granted.

12. MAINTENANCE OF STRUCTURES

Lessee shall maintain the structures on the Premises, keep the Premises in good order, make such repairs as are customary, remove abandoned equipment from the Premises and shall not deposit the same on or any portion of the Airport except on such areas as shall be reasonably designated by Lessor. The Lessee shall be responsible for providing all customary and necessary janitorial and custodial services on the leased premises. The Lessee shall be responsible for snow, rubbish, and trash removal and weed control along with any other

work that detracts from the appearance of the Airport.

13. TRANSFER OF INTEREST

Except as otherwise provided herein, Lessee may not, without the written consent of Lessor, which shall not be unreasonably withheld, at any time during the term of this Lease Agreement, sell, lease, assign, transfer or permit to be acquired, this Lease Agreement or any interest herein. Lessee may sublease any portion of the leasehold interest to private parties who accept the terms of this Lease Agreement pursuant to any sublease agreement. A single sublease of more than sixty percent (60%) of the square footage of the leasehold for shall require approval of the Lessor, which approval shall not be unreasonably withheld. The Lessee shall, however, be permitted to enter into a leasehold mortgage, collateral assignment or security interest in the form approved by the Lessor for construction and/or operational requirements.

14. OBSERVATION OF LAWS, RULES AND REGULATIONS

Lessee and Lessor agree to observe and obey during the Term of this Lease Agreement, all laws, ordinances, minimum standards, rules and regulations promulgated and enforced by Lessor, and by any other proper authority having jurisdiction over the conduct of operations at the airport, including the federal government, the state, the county and the city now or hereafter in effect.

15. UTILITIES, REFUSE AND SEWER

Lessee is responsible for providing all installation and service costs for all utility needs including but not limited to electric, phone, refuse, water and sewer service at Lessee's sole expense. Lessee agrees that if in the future Lessor decides to provide refuse service, then Lessee will pay a reasonable and fair charge for such service. Until such time, Lessee shall be responsible for its own refuse disposal. Lessee is required to utilize Lessor's water and sewer services. Construction of any water well and/or septic system is specifically prohibited.

16. ALTERATIONS AND IMPROVEMENTS

A. Lessee shall not make or suffer or permit to be made any alterations, additions or improvements whatsoever in or about the Premises without first obtaining the written consent of Lessor. If Lessor gives such consent, all alterations or improvements shall be done solely at Lessee's expense and in accordance and in compliance with all applicable municipal, state and federal ordinances, laws, rules and regulations. Alterations or improvements shall be compatible with the general decor of the Airport terminal building.

B. Lessee shall allow no liens of mechanics, materialmen, laborers, architects, artisans, contractors or subcontractors to be created against or imposed upon the said Premises. Lessee shall, as required by law, provide a labor and materialman's bond to cover all work and materials and labor arising out of such alterations, additions or improvements. No default shall occur if Lessee contests the amount or validity of any such lien, and actively litigates such claim to conclusion. Lessee may bond against such lien, as may be

allowed by law, without constituting a default hereunder.

C. Any and all alterations, additions and improvements, except shelving and movable furniture, made at Lessee's sole expense after having first obtained the written consent of Lessor, in accordance with the provisions contained in this section, whether attached to the walls, floors, Premises or not, shall immediately merge and become a permanent part of the Lessor's realty and any and all interests of Lessee therein shall immediately vest in Lessor and all such alterations, additions and improvements shall remain on the Premises and shall not be removed by Lessee at the termination of this Lease Agreement. The shelving and movable furniture, or both, which Lessee is privileged to remove, must be removed by Lessee at Lessee's sole expense on or before the termination of this Lease Agreement.

17. TITLE VI. CIVIL RIGHTS ASSURANCES

A. The Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration under this Lease Agreement, does hereby covenant and agree as a covenant running with the land that:

(1) No person on the grounds of race, color, sex, disability or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(2) In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, disability or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.

(3) The Lessee shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

B. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, disability or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the service or benefits of any program or activity covered by this subject. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152 Subpart E, to the same effect.

18. AIRCRAFT SERVICE BY OWNER OR OPERATOR OF AIRCRAFT

No right or privilege has been granted which would prevent Lessee or sub-lessees from performing any maintenance, repair or self-fueling on its own aircraft as long as such work or services are not contrary to any Federal State or Local law, rule, regulation, now or hereafter in effect.

19. ENVIRONMENTAL PROTECTION

A. Lessee shall not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of the Airport or surrounding property. Lessee shall provide, as necessary, a separate drainage, collection, and/or separation system to ensure that no untreated liquid waste from any type of operation, including vehicle cleaning, and oil change operations, will enter the Airport storm drainage or sanitary system.

B. Lessee shall, at all times, comply with all applicable laws, rules and regulations of the federal, state and local governmental agencies. Lessee shall not permit any activity which directly or indirectly produces unlawful amounts or levels of air pollution, noise, glare, heat emission, electronic or radio interference with navigational and communications facilities for the operation of the Airport and for Airport use by aircraft, trash or refuse accumulation, vibration, prop-wash, or jet blast, which is hazardous or dangerous by reason or risk of explosion, fire or harmful emission. Any waste oil storage tanks shall be in approved containers and in accordance with all environmental and fire protection regulations.

C. Lessee shall participate in the Santa Fe Municipal Airport Voluntary Noise Abatement Program.

D. Hazardous substances are any substance, material, or waste, (including any petroleum products, solvents, thinners, herbicides and soil sterilants and aircraft deicing fluids) which is or become designated, classified or regulated as being "toxic," "hazardous," a "pollutant," or is in the future given a similar designation under any federal state or local law, regulation or ordinance.

E. Lessee agrees to defend, indemnify and hold Lessor harmless from and against all liabilities, claims, actions, foreseeable and unforeseeable consequential damages, costs and expenses (including sums paid in settlement of claims and all consultant, expert and legal fees and expenses of Lessor's counsel) or loss directly or indirectly arising out of or resulting from the presence of any hazardous substance as a result of Lessee's or any sub-tenant's activities on the Premises, subsequent to the execution of this Lease Agreement but before, during or after construction, in or around any part of the property or the soil, groundwater or soil vapor on or under the property, including those incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work, or any resulting damages or injuries to the person or property of any parties or to any natural resources. Upon demand by Lessor, Lessee shall defend any investigation, action or proceeding alleging the presence of any hazardous substance as a result of Lessee's or its subtenant's occupancy of the leased property, in any such location which affects the property or which is brought against the Lessor, whether alone or together with Lessee or any other person, all at Lessee's own cost and by counsel to be approved by Lessor in the exercise of its reasonable judgment. Should Lessee fail to defend such action, then Lessor may elect to conduct its own defense at the expense of the Lessee. Lessee shall comply and cause all occupants of the property to comply with all laws, regulations, and ordinances governing or applicable to hazardous substances. Lessee acknowledges that hazardous substances may permanently and materially impair the value and use of real property. Lessee shall promptly notify Lessor if it knows, suspects or believes, there may be any hazardous substance in or around the property or in the soil, groundwater, or on or under the leased property, or that Lessee or the property may be subject to any threatened or pending investigation by any governmental agency under any law, regulation, or ordinance pertaining to any hazardous

substance. Lessee shall have no obligation to defend, indemnify, or hold harmless Lessor from any claims, causes of action, or damages which arise on account of Lessor's own conduct, the conduct of third parties other than Lessee's subtenants, or which is attributable to pre-existing conditions or events over which Lessee exercise no control, even though the leased Premises may be impacted thereby.

20. NONEXCLUSIVE RIGHTS

A. Lessee shall have the exclusive right and privilege of engaging in and conducting a business on the Premises of the Airport under the terms and conditions set forth herein, provided, however, that this Lease Agreement shall not be construed in any manner to grant Lessee or those claiming under Lessee in this Lease Agreement the exclusive right to the use of the common areas and facilities of said airport other than the specifically described Premises.

B. Lessor shall have the right to lease other portions of the Airport or Airport terminal to other lessees, including other ground, air and transportation services. Lessee understands and agrees that nothing in this Lease Agreement shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

21. TAXES AND LICENSES

A. The Lessee shall promptly pay any and all taxes, personal property tax, leasehold tax, gross receipts tax, transaction privilege tax or other exaction assessed or assessable and pay all license fees and permit fees applicable to the Lessee's operation, and acquire and keep current, all licenses, municipal, state or federal as the result of the Lessee's operations at the Airport pursuant to this Lease Agreement, and shall not allow any of said taxes, excises or licenses to become delinquent.

B. The Lessee shall not permit any mechanics' or materialman's or any other lien to be placed or foreclosed upon the Leased Premises or improvements thereto. The Lessee shall have the ability to contest payment demand by a contractor. Should the Lessee withhold payments to a contractor, the Lessee shall be required, at the Lessor's option, to deposit with the Lessor or a court of competent jurisdiction, an amount equal to the amount in dispute.

22. SUBORDINATE PROVISIONS

This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States or the State of New Mexico relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport.

23. OBSTRUCTIONS

A. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft. Lessee shall, upon approval by Lessor and prior to any construction of any nature within the boundaries of the Airport, prepare and submit to the Airport Manager and the Federal Aviation Administration one executed set (four copies) of FAA form 7460-1 "Notice of Proposed Construction or Alterations", as required by Federal Aviation Regulation Part 77. This notice must be submitted at least thirty days prior to the date of the proposed construction/alteration or the date that an application for a construction permit is filed, whichever is earlier.

B. Should a Federal Aviation Administration Obstruction Evaluation determine that obstruction lights are needed or required on new construction, or should Federal Aviation Administration rules and regulations change to require obstruction lights on existing structures which previously did not require obstruction lights. Lessee agrees to install, maintain and operate such obstruction lights on the top of buildings or structures to be placed on the leased premises. If Lessee fails to install, maintain and operate such obstruction lights then the Lessor shall have the right to install, maintain and operate the same at Lessee's expense.

24. SIGNS

Lessee shall not erect or mount any signs on the Premises without approval of the Airport Manager.

25. AMENDMENT IN WRITING

No amendment between the Lessor and Lessee relative to the leasehold interest herein shall be valid and enforceable unless in writing and executed by both the Lessor and Lessee.

26. CHOICE OF LAW

In the event of contest or legal dispute regarding this Lease Agreement, this Agreement shall be construed according to the laws of the State of New Mexico and any applicable City Ordinances.

27. APPROVALS, CONSENTS AND NOTICES

Any approvals, consents and/or notices required to be given to the Lessor shall be hand-delivered, sent via overnight courier service, or sent by certified mail, postage prepaid, addressed to:

Airport Manager
Santa Fe Municipal Airport
P.O. Box 909
Santa Fe New Mexico, 87504-0909

Any approvals, consents and/or notices to be given to the Lessee shall be hand-delivered, sent via overnight courier service or sent by certified mail to:

Whiskey Golf Investments, L.P.
51 Ranch Estates Road
Santa Fe, New Mexico 87506

or to such other respective addresses as shown by the date of the notice if delivered by hand or by the date of receipt as shown by the U.S. Postal Service Certified Mail Return Receipt, if mailed.

28. ARTICLE HEADINGS

The paragraph and subparagraph headings contained in this Lease Agreement are inserted for reference and convenience and are not intended to define or limit the scope of any provision of this Lease Agreement.

29. INVALID PROVISIONS

In the event any covenant, condition or provision contained in this Lease Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, conditions or provisions contained in this Lease Agreement shall not affect the enforceability of the balance of this Lease Agreement; provided that the invalidity of such covenant, condition or provision does not materially prejudice either the Lessor or the Lessee in its respective rights and obligations contained in this Lease Agreement.

In Witness Whereof, the parties hereto have caused this Lease Agreement to be executed as of the day and year first above written.

**LESSOR:
CITY OF SANTA FE:**

David Coss, Mayor

Date: _____

ATTEST:

Yolanda Y. Vigil, City Clerk

APPROVED AS TO FORM:

Geno Zamora, City Attorney

APPROVED:

Kathryn Raveling, Finance Director

**LESSEE:
Whiskey Golf Investments, L.P.
51 Ranch Estates Road
Santa Fe, New Mexico 87506**

By: _____
(Name and Title)

Date: _____

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss.
COUNTY OF SANTA FE)

Subscribed and Acknowledged before me this ____ day of _____,
2011 by _____.

Notary Public

My Commission Expires:

EXHIBIT A

A CERTAIN LEASE PARCEL, CONSISTING OF TWO LOTS BEING L8 AND L9A, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON THE FOLLOWING PAGES.

**EXHIBIT B
SITE PLAN**