2012-0191-CSD/M

SUBLEASE

BETWEEN

PUEBLO OF POJOAQUE ENTERPRISE CORPORATION,

As Sublessor,

and

COUNTY OF SANTA FE, NEW MEXICO

As Sublessee,

AS OF

MARCH 1, 2012

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SUBLEASE

THIS SUBLEASE is effective the **1st** day of **March, 2012** by and between **PUEBLO OF POJOAQUE ENTERPRISE CORP.**, a tribally-chartered corporation of the Pueblo of Pojoaque (herein called "Sublessor," which expression shall include its assigns and successors in interest), whose address is 96 Cities of Gold, Suite 3, Santa Fe, New Mexico 87506; **and SANTA FE COUNTY, a New Mexico political subdivision** (herein called "Sublessee," which expression shall include its assigns and successors in interest), whose address is **102 Grant Avenue, Santa Fe, New Mexico 87501** with reference to the following:

RECITALS

WHEREAS, pursuant to a Business Lease ("Business Lease") effective September 28, 1990, as amended, by and between the Pueblo of Pojoaque, a federally-recognized Indian tribe, as Sublessor, and Pueblo of Pojoaque Enterprise Corporation as Sublessee, Sublessor has a leasehold interest in and to certain property owned by the Pueblo of Pojoaque; and

WHEREAS, Sublessor wishes to sublease a certain portion of such property to Sublessee, and Sublessee wishes to sublease such portion from Sublessor.

NOW, THEREFORE, in consideration of the Recitals herein above mentioned and the terms, conditions, covenants, and warranties hereinafter mentioned to be kept, honored, and performed by the parties, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Definitions.

A. Intentionally deleted.

B. "Personal Property" includes but is not limited to any fixtures that can be reasonably removed from the Subleased Premises and shall not include property that normally

would be attached or affixed to the buildings, improvements, or land in such a way as to become a part of the realty, regardless of whether such property is in fact so attached or affixed in such a way as to retain, technically, the characteristics of personal property.

C. "Secretary" means the Secretary of the U.S. Department of the Interior or his/her authorized representative or agent acting under delegated authority.

D. "Sublease Term" or "Term" means the initial term and the renewal term of this Sublease, or either of them, unless specifically limited in context to either the initial term or the renewal term.

E. "Subleased Premises" means the following described property, as shown on the attached plat marked Exhibit A, which plat is hereby made a part of this Sublease.

F. "Taxes" shall include all real estate taxes, personal property taxes, realty transfer taxes, land use and property use taxes, sewer and water charges, assessments, taxes on the rents or measured by or based in whole or in part upon the Subleased Premises, and other similar governmental charges, whether in force on the date hereof or becoming applicable during this Sublease if such are levied, assessed, or imposed with respect to, or become liens upon, the Sublease Premises, this Sublease, or the rent to be paid hereunder.

2. Purpose of This Sublease — Prohibitions.

A. Sublessor hereby subleases to Sublessee the land and premises ("Subleased Premises") described as follows:

Suite 9, 5 West Gutierrez Street, Santa Fe, New Mexico, as shown on Exhibit A, situated in NW ¼ of Section 17, T19N, R9E, within the Pojoaque Pueblo Grant, County of Santa Fe, New Mexico containing 1,400 square feet more or less,

and Sublessee agrees to use or cause to be used the Subleased Premises for the following purposes only:

maintaining a satellite office for the northern part of the County, which office shall include but not be limited to offices and meeting room(s).

At all times during the Term of this Sublease, Sublessee will diligently attempt to keep the Subleased Premises and all parts thereof actively and properly used.

B. Sublessee shall not use, or cause or knowingly allow to be used, any part of the Subleased Premises neither for any illegal conduct, business, or purpose, nor in any manner so as to create a nuisance or trespass. Sublessee also agrees that, at its own expense, it will comply promptly with any and all applicable requirements of a legally constituted governmental authority, which requirements are made necessary by, or affect, Sublessee's occupancy or use of the Subleased Premises.

3. Pueblo of Pojoaque Laws and Ordinances. Sublessee, on its own behalf and on behalf of its employees and agents, to the extent that they are acting within the scope of their employment or agency, agrees to abide by all applicable laws, regulations, and ordinances now in force and effect, or that may be hereafter in force and effect.

4. Sublease Relationship. Sublessor subleases to Sublessee the Subleased Premises subject to any prior and valid existing rights or claims. Whether or not rental payments are determined in part on a percentage basis, Sublessee and Sublessor are not in partnership or joint venture, nor are they or shall they be deemed to be partners or joint venturers of any kind or for any purposes. Sublessee's interest in the Subleased Premises is not subject to levy or sale.

5. Pollution. Sublessee shall not release, discharge, leak or emit, or permit to be released, discharged, leaked or emitted, any material into the atmosphere, ground, sewer system,

or water, above, on, or under, the Subleased Premises, if (as is reasonably determined by Sublessor or any federal governmental authority) that material does or may pollute or contaminate the same, or may adversely affect (A) the health, welfare, or safety of persons, whether located on the Subleased Premises or elsewhere, or (B) the condition, use, or enjoyment of the Subleased Premises or any other real or personal property.

6. Reasonableness — Good Faith. The parties agree to act reasonably, in good faith, and in a timely manner in the performance of all matters contemplated hereunder, *provided that,* nothing in this Section shall obligate Sublessor to allow Sublessee to assign its interest hereunder or to sublease all or any part of the Subleased Premises.

7. Term. The initial term of this Sublease shall be **sixteen months** from the effective date above to **June 30, 2013.** **This Sublease may be renewed for one renewal term of two years,** upon mutually agreeable conditions and terms. Sublessee may exercise such option only if notice of the exercise of such option is given by Sublessee to Sublessor in writing at least ninety (90) days prior to the expiration of the initial term; provided that, if the renewal term is for five (5) years or longer, such notice must be given in writing at least twelve (12) months prior to the expiration of the initial term.

8. Rental; Security Deposit; Other Payments.

A. Sublessee agrees to pay, in lawful money of the United States of America, to Sublessor, rentals as follows: **Beginning on March 1, 2012, an on the first day of each month during the Term of the Sublease, Eight Hundred Dollars ($800.00), directly to Sublessor, without offset or deduction and without previous demand therefore.**

B. Sublessee agrees to pay, in lawful money of the United States of America, all taxes, fees, assessments, or similar liabilities, or payments in lieu thereof, now or hereafter imposed by the Pueblo of Pojoaque or other legally constituted governmental authority

C. Sublessor has a security deposit in the amount of Eight Hundred Dollars ($800.00) from Sublessee and Sublessor may apply all or portion of the security deposit to recover losses, if any suffered by reason of Sublessee's non-compliance with this Sublease including the payment of rent, termination of fees and damages to the premises and other such costs.

9. Intentionally deleted.

10. No Secretarial Involvement. Pursuant to the Business Lease, as amended, the Secretary specifically acknowledged and agreed that any subleases by Sublessor of all or part of the premises that are the subject of the Business Lease, as amended, may and shall occur without Secretarial approval. Sublessee hereby specifically agrees that the absence and lack of requirement of Secretarial approval on and of this Sublease releases the Secretary from any and all responsibility and liability for acting or omitting to act in any matter regarding this Sublease, including but not limited to matters involving default and cancellation and Sublessee affirmatively and expressly waives any right to an administrative appeal regarding the cancellation of this Sublease and/or omissions of the Secretary pursuant to Title 25, Code of Federal Regulations, Chapter I, Part 2, as amended, or otherwise.

11. Intentionally deleted.

12. Alterations, Additions and Improvements.

A. Sublessor made improvements to the premises by constructing and paying for build out of office space and installation of carpet. These improvements represent a

contribution in the amount of **Eleven Thousand Five Hundred and 00/100 Dollars ($11,500.00)**, as an in-kind donation to the County of Santa Fe.

B. Sublessee, for and in consideration of this Sublease and the demise of the said Subleased Premises, hereby agrees and covenants with Sublessor that Sublessee shall not make, or suffer or permit to be made, any alterations, additions, or improvements whatsoever in, on, or about the Subleased Premises, and shall not remove or demolish any existing improvements, without first obtaining the prior written consent of Sublessor. Sublessee shall cause any and all alterations, additions, and improvements to be done at Sublessee's own expense, constructed in a good and workmanlike manner, and constructed in accordance and compliance with all applicable municipal, state, federal, Pueblo of Pojoaque Tribal ordinances, laws, rules, codes, and regulations. All buildings and improvements, excluding Personal Property, on the Subleased Premises shall, at the option of Sublessor, remain on the Subleased Premises after the termination of this Sublease and shall thereupon become the property of Sublessor.

B. Sublessee shall, at all times during the Term of this Sublease and at Sublessee's sole cost and expense, maintain the Subleased Premises and all improvements thereon in good order and repair; in a neat, sanitary, and attractive condition; and in compliance with applicable laws, ordinances, regulations.

C. Sublessor, Sublessor's heirs, personal representatives, assigns, agents, attorneys, and successors in interest shall have the right, but not obligation, at any time, upon reasonable notice to Sublessee, to enter upon the Subleased Premises, to inspect the same and to make improvements, alterations, and/or additions of any kind whatsoever upon the Subleased Premises, provided that such improvements, alterations, and/or additions are not inconsistent

with the use to which the Subleased Premises are being put at the time. At no time shall Sublessor have the obligation or be compelled or required to make any improvements, alterations, or additions.

13. Delay or Omission. No delay or omission to exercise any right, power, or remedy accruing under this Sublease shall impair such right, power, or remedy nor shall it be construed to be a waiver of or acquiescence in a breach of or default under the Sublease. Both parties specifically and affirmatively agree that the conduct, delay, or omission of the other party shall not be construed as altering in any way the parties' agreements as defined in this Sublease. Any waiver, permit, or approval of any breach of or default under this Sublease must be in writing, and because the language of this paragraph was negotiated and intended by both parties to be binding and is not a mere recital, both parties hereby agree that they will not raise, waiver, or estoppel as affirmative defenses so as to limit or negate the clear language and intent of this paragraph. All remedies, either under this Sublease, by law, or otherwise afforded to either party shall be cumulative, not alternative.

14. Intentionally deleted

15. Intentionally deleted.

16. Intentionally deleted.

15. Prohibition Against Sublease/Assignment.

A. Notwithstanding anything in this Sublease to the contrary, Sublessee agrees not to, and shall not, sublease all or any part of the Subleased Premises or the improvements on the Subleased Premises, without the prior written consent of Sublessor, its assigns or successors in interest which consent may be withheld at its sole discretion.

B. Notwithstanding anything in this Sublease to the contrary, Sublessee agrees not to, and shall not, assign or transfer all or any part of its interest in this Sublease, or grant any license, permit, or concession for all or any part of the Subleased Premises, without the prior written consent of Sublessor, its assigns or successors in interest, which consent may be withheld at its sole discretion.

C. These two prohibitions are a material condition of this Sublease, without which Sublessor would not enter into this Sublease. Sublessor's refusal or failure to permit subleasing, assignment, transfer, or granting of a license, permit or concession by Sublessee of or for all or any part of the Subleased Premises, all or any part of Sublessee's interest in this Sublease, all or any part of the improvements on the Subleased premises, shall not be deemed unreasonable or in bad faith; and any subleasing, assignment, transfer, or granting of a license, permit, or concession by Sublessee of or for all or any of the Subleased Premises, all or any part of Sublessee's interest in this Sublease, all or any part of the improvements on the Subleased Premises, without the required written consent of Sublessor, its successors or assigns in interest, shall be void and of no effect.

18. Agreements for Roads and Utility Services. The Pueblo of Pojoaque has negotiated in good faith the granting of rights-of-way for roads, utilities, and other facilities including but not limiting to gas, water, electricity, telephone, and sewer as may be necessary for the full enjoyment of the Subleased Premises. Such right-of-way agreements shall be and are binding upon Sublessor and Sublessee.

Sublessee shall at its cost and expense make all arrangements with governmental authorities and public utilities and pay all costs and charges for commencement and continuation of all utilities and other like services, including, without limitation, electricity, telephone, water,

sewer, and gas, required for use on the Subleased Premises and otherwise in connection with the facility during the period encompassed by this lease. Sublessor shall cooperate with Sublessee and shall join as a party and execute any and all documents, permits, or applications required to bring any such utilities and like services to the Subleased Premises.

19. Taxes; Assessments; Liens.

A. Sublessee agrees to and shall pay, in lawful money of the United States of America, when and as the same become due and payable, all taxes, fees, assessments, and other similar liabilities or charges, or payment in lieu thereof, now or hereafter imposed by the Pueblo of Pojoaque levied during the Term on this Sublease upon or against the Subleased Premises and all interest therein and property thereon for which either Sublessee or Subleasor may become liable; provided, however, that during the initial Term, Subleasor shall pay on Sublessee's behalf, and/or indemnify Sublessee for all such taxes, fees, assessments, and other similar liabilities or charges except for Gross Receipts Taxes, as applicable; provided further, that nothing in this subparagraph applies, nor shall it be construed to apply, to Sublessee's obligation to pay any and all charges, fees, assessments, or other like charges required to be paid by Sublessee pursuant to Paragraph 19 of this Sublease. Sublessor and Sublessee expressly understand and agree that this provision is not binding on the Pueblo of Pojoaque, and the Pueblo of Pojoaque has not agreed and does not agree to waive its sovereign right to impose and collect from Sublessor such taxes, fees, assessments, or other similar liabilities or charges; and (ii) this provision is not binding on the Sublessor's Lender, whether in its capacity as a lender or Successor, or on any Successor.

B. Sublessee shall not permit to be enforced against the Subleased Premises or any part thereof any liens arising from any work performed, materials furnished, or obligation

incurred by Sublessee, and Sublessor shall discharge all such liens before any action is brought to enforce same. Sublessee shall pay before delinquent all taxes, assessments, license, fees, and other like charges levied during the term of this Sublease upon or against the Subleased Premises and all interests therein and property thereon for which either the Sublessee or Sublessor may become eligible. Upon written application, the Sublessee shall furnish the Sublessor and the Secretary written evidence duly certified that any and all taxes required to be paid by Sublessee have been paid, satisfied, or otherwise discharged.

C. Sublessee, as a governmental unit, shall have the right to contest any claim, asserted tax, or assessment against the property without having to post a bond to prevent enforcement of any lien resulting therefrom. Sublessor shall execute and file appropriate documents to claim a real estate tax exemption of the land when requested by Sublessee; provide that Sublessor has a right to such exemption and no action of Sublessor is required, other than the filing of such documents, in order to claim such exemption.

20. Right to Perform Sublessee's Covenants. Sublessee covenants and agrees that, if it shall at any time fail to make payment or perform any other act required of Sublessee under this Sublease within the periods provided herein, Sublessor, after thirty (30) calendar days' written notice to Sublessee, may but shall not be obligated to, and without waiving or releasing Sublessee from any obligation of Sublessee under this Sublease, make such act to the extent Sublessor may deem desirable, and in connection therewith, pay expenses and employ counsel. All sums so paid and all expenses in connection therewith incurred by Sublessor from the date of such payment, shall be repaid by Sublessee, and the same shall constitute additional rent hereunder.

21. Default.

A. TIME IS AGREED TO BE OF THE ESSENCE IN THE PERFORMANCE OF EACH OF THE TERMS AND CONDITIONS OF THIS SUBLEASE. This Subsection is a bargained-for consideration, not a mere recital, and both parties specifically affirm their intentions to be bound by it.

B. Should Sublessee default in any payment of monies or fail to do any of the acts or perform any of the duties required by this Sublease, or act in any other manner that constitutes a default under this Sublease, Sublessee shall be served by the Sublessor with written notice setting forth in detail the nature of the default and allowing Sublessee thirty (30) calendar days from the receipt of such notice in which to cure the default or to show cause why the Sublease should not be considered to be in default.

C. In the event of default, and if Sublessee has failed to cure such a default as provided hereinabove, Sublessor may (1) proceed by suit, administrative action, or otherwise enforce collection or enforce any other provision of this Sublease short of cancellation; (2) cancel this Sublease, or prosecute to completion any proceedings necessary to cancel this Sublease, even though Sublessor may have exercised any of its other rights or remedies, which are cumulative; and/or (3) cancel this Sublease, enter the Subleased Premises and remove all persons and property therefrom and re-let the Subleased Premises. Sublessee hereby specifically waives any right to an administrative appeal of such actions pursuant to Title 25, Code of Federal Regulations, Chapter I, Part 2, as amended, or otherwise. The terms and conditions of such re-letting shall be at the discretion of Sublessor, who shall have the right to alter and repair the premises as it deems advisable, and to re-let with or without any equipment or fixtures situated

thereon. If Sublessor does not realize a sufficient sum from rentals due from new sublessee over the Term of this Sublease per Section 7 hereof to liquidate the total amount due from Sublessor for rentals and other amounts due under this Sublease, then Sublessee shall pay monthly, when due any deficiency, and Sublessor may sue Sublessee thereafter as any subsequent deficiency shall arise.

22. Liability and Insurance.

A. Sublessee shall maintain in effect throughout the term of this sublease liability insurance for its activities on the leased property in an amount not less than $1,000,000 per occurrence, as well as replacement coverage for rental structures in an amount not less than $10,000,000 per occurrence during the term of this lease which insurance shall apply to the lease property, and shall name the Pueblo of Pojoaque and Pueblo of Pojoaque Enterprise Corporation as Additional Insureds. Sublessee shall pay all of the premiums for insurance and deliver policies, or certificates of policies, to Sublessor upon request.

B. Sublessee will be liable for its own negligent acts, subject in all cases to the defenses and limitations of the New Mexico Tort Claims Act, Section 41-1-1 et seq. NMSA 1978, as amended. However, by entering into this Sublease, Sublessee and its public employees as defined by the Tort Claims Act do not waive sovereign immunity, do not waive any defenses and/or any limitations of liability pursuant to law. This paragraph is intended only to define the liabilities between Sublessor and Sublessee and is not intended to modify in any way the parties' liabilities as governed by applicable law.

C. Sublessee, as a governmental unit, shall be subject to liability for any and all claims, complaints, demands, damage, liability, loss, expense, or costs (including without limitation reasonable court costs, fees and expenses incurred in defending against such liability) for any loss, damage, contamination, or injury of any kind to the person or property of Sublessor

or any other person that is caused by Sublessee or that occurs on or is related to the Subleased Premises, subject to the Dispute Resolution provision in Paragraph 40; provided that Sublessee shall not be liable for Sublessor's own negligence.

D. Sublessee, as a governmental unit, shall be liable for any and all claims, complaints, demands, penalties, settlements, damages, expenses, fines, liabilities, losses, or costs (including without limitation reasonable court costs, fees and expenses incurred in defending against such liability) arising out of or in any way related to the attempt of any person, firm, government, or corporation seeking to hold or holding Sublessor liable or in any way responsible for the debts or obligations incurred by Sublessee.

E. Notwithstanding anything to the contrary in this Sublease, no person holding or who has exercised rights under a lien on or security interest in or assignment of all or any portion of Sublessor's interest in or rights under this Sublease and no purchaser of such interest or rights at a foreclosure sale or any transaction in lieu thereof, or any successor in interest to any of the foregoing, shall be liable under the indemnification provisions in this Sublease for any act, failure to act, or omission of Sublessor or any prior successor in interest of Sublessor.

F. Sublessor agrees to and shall release, exculpate and defend Sublessee from any and all claims, complaints, demands, damage, liability, loss, expense, or costs (including without limitation reasonable attorneys' fees, court costs, and expense incurred in defending against such liability) for any loss, damage, contamination, or injury of any kind to the person or property of Sublessee or any other person that (1) is caused by Sublessor and (2) occurs on or is related to the Subleased Premises.

G. Sublessor agrees to and shall release, exculpate and defend Sublessee from any and all claims, complaints, demands, penalties, settlements, damages, expenses, fines, liabilities, losses, or costs (including without limitation reasonable attorneys' fees, court costs, and expenses incurred in defending against such liability) arising out of or in any way related to the attempt of a person, firm, government, or corporation seeking to hold or holding Sublessee liable or in any way responsible for the debts or obligations incurred by Sublessor in any manner in connection with the conduct and operation of Sublessor's activities conducted on the Subleased Premises. This Subparagraph shall in no way whatsoever affect Sublessee's obligations under any estoppel or attornment agreement executed by Sublessee.

H. Intentionally deleted

I. Sublessee, at all times and at its expense, shall provide and keep in force for the benefit of Sublessor (1) insurance covering the Subleased Premises sufficient to protect against loss or damage by, or resulting from, fire and such other hazards, casualties, and contingencies as Sublessor from time to time may reasonably require, in companies, form, amounts, and with such other provisions and for such periods as are satisfactory to Sublessor; and (2) comprehensive general public liability insurance covering the Subleased Premises and the businesses to be operated thereon in companies, form, amounts, and with such other provisions and for such periods as are satisfactory to Sublessor (collectively "Policies"). Any and all proceeds from any such Policies shall be distributed, used, and/or otherwise disposed of pursuant to the terms of such Policies and of this Sublease. The Policies shall be reviewed biannually by the Sublessor for adequacy and the coverage adjusted to accommodate for inflation and increased risk factors. Such Policies shall provide that Sublessor is designated as an additional insured and loss payee. Sublessee shall furnish to Sublessor certificates of such Policies

within thirty (30) days after the effective date of this Sublease, on an annual basis thereafter, and at such other times as Sublessor may reasonably require.

J. The Policies shall be issued by a company or companies authorized to do insurance business in the State of New Mexico. The Policies will provide that the Policies will not be cancelled, terminated, suspended, modified by the insurer without first giving Sublessor at least sixty (60) days prior written notice before any such cancellation, termination, suspension, or modification shall become effective. In case Policies are about to expire, Sublessee will deliver to Sublessor certificates of renewal Policies not less than thirty (30) days prior to the respective dates of expiration. Sublessee will deliver to Sublessor receipts for the payment of premiums on all such Policies.

K. If any act or occurrence of any kind or nature (including any casualty for which insurance is not in effect) shall result in substantial damage to or substantial loss or destruction of Subleased Premises, and/or any of the businesses or property thereon or part thereof, and Sublessee has knowledge of such act or occurrence and damage, loss, or destruction, Sublessee agrees to and shall give notice thereof to Sublessor.

(1) If insurance proceeds from the Policies are sufficient for such purpose, then Sublessee will promptly commence and continue diligently to complete the restoration, repair, replacement, and reconstruction of any damage to the Subleased Premises and/or the improvements thereon and shall have full use of such proceeds for such purpose.

(2) If insurance proceeds from the Policies are insufficient for the restoration, repair, replacement, and reconstruction of damage to the Subleased Premises and/or improvements thereon and Sublessee is unable or unwilling to supplement such insurance proceeds, then Sublessor shall retain and own all proceeds of Policies, and this Sublease shall be

immediately terminated by mutual consent of Sublessor and Sublessee, which consent is hereby irrevocably given.

23. Holding Over. Holding over by Sublessee after the termination or expiration of this Sublease shall not constitute a renewal or extension thereof or give Sublessee any rights hereunder or in or to the Subleased Premises. Sublessee agrees to remove all Personal Property prior to the cancellation or expiration of this Sublease; provided, however, that, if this Sublease is canceled prior to the expiration date, Sublessee shall have fifteen (15) calendar days after the cancellation date to remove all such property. Should Sublessee fail to remove any such property within the specified time, Sublessor shall have the right to remove it and dispose of it or have it stored at Sublessee's expense, subject to any collateral interest in the same.

24. Sublessee's Obligations to the United States. While the Subleased Premises are held in trust by the United States or subject to a restriction against alienation imposed by the United States, all of Sublessee's obligations under this Sublease, and the obligations of Sublessee's sureties, are to the United States as well as to Sublessor.

25. Payments and Notices. All notices, payments, or demands required or permitted to be given hereunder shall be in writing and shall be (1) delivered by first class, certified, or registered mail through the postal service of the United States of America postage pre-paid or (2) hand delivered by courier or overnight delivery services to the appropriate party at the address shown below, or to such other address as such party may designate by notice as provided herein. All such notices, payments, and demands shall be considered to have been given, if in compliance with this Section, on the third day after postmarked and deposited to the United States Postal Service or, if hand-delivered, on the date of actual delivery.

If to Sublessee: Santa Fe County
Attention: Legal Department
102 Grant Ave., P. O. Box 276
Santa Fe, NM 87504-0276

If to Sublessor: Pueblo of Pojoaque Enterprise Corp.
c/o PPEC Realty Department
Attn: PPEC Realty Director
96 Cities of Gold Road, Ste. 3
Santa Fe, NM 87506

26. Inspection. The Secretary, Sublessor, and/or their authorized representatives shall have the right, at any reasonable time during the Term of this Sublease, and with reasonable written notice to Sublessee, to enter upon the Subleased Premises or any part thereof for the purpose of inspecting and/or conducting environmental tests on the Subleased Premises, all buildings and other improvements erected and placed thereon, and all activities occurring thereon, and Sublessee agrees to permit the same. This right to inspect does not extend to confidential information or trade secrets of Sublessee, who has the right to be present during any such inspection. Should Sublessor find the Sublessee has violated or has permitted any violation of applicable laws, Sublessor may compel Sublessee to investigate and to remedy any such violations or resultant hazards, at Sublessee's sole cost and expense.

27. Interest of Member of Congress. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Sublease or to any benefit that may arise herefrom, but this provision shall not be construed to extend to this Sublease if made with a corporation for its general benefit.

28. Tax Immunity. Nothing contained in this Sublease is intended or shall be construed to constitute a waiver by either party of any applicable laws that provide tax immunity to trust or restricted Indian property or to any interest therein or income derived therefrom.

29. Validity. This Sublease, and any modification of or amendment to this Sublease, shall not be valid or binding upon either party hereto unless signed by both parties.

30. Non-Responsibility Notices. Prior to the commencement or construction of each improvement on the Subleased Premises, or any repair or alteration thereto, Sublessee shall give Sublessor ten (10) days advance notice in writing of intention to begin said activity, in order that non-responsibility notices may be posted and recorded as may be provided by any applicable laws. Sublessor hereby authorizes the Secretary to post said notices on Sublessor's behalf. Nothing contained in this Sublease shall be construed to waive any immunity of trust or restricted property from liens, or to obligate the Secretary or Sublessor to post non-responsibility notices while the Subleased Premises are in a trust or restricted status.

31. Severability. In the event that any provision in this Sublease shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Sublease.

32. Construction. This Sublease was, and shall be deemed to have been, negotiated and written by both parties.

33. Entire Agreement – Modifications. This Sublease constitutes the final and entire agreement between the parties, and there is no agreement or promise on the part of either party to or omit to do any act or thing not herein mentioned. This Sublease is intended as a complete and exclusive statement of the terms and conditions of the parties' agreement and may not be amended, changed, modified or altered without the written consent of both parties.

34. Headings. The headings to the various paragraphs of this Sublease are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit or expand the intent of the parties.

35. Gender — Number. Any noun or pronoun used herein shall refer to any gender and to any number as the context requires or permits.

36. Additions. The following provision(s) numbered _____ through _____ have been added to this Sublease and are a part of it (if left blank, no provisions are added).

37. Conditions of Premises and Repairs. Sublessee, for and in consideration of this Sublease and the demise of said Subleased Premises, hereby agrees and covenants with Sublessor that Sublessee has examined the Subleased Premises prior to the execution hereof, knows the conditions thereof, and acknowledges that Sublessee has received the said demised premises in "as is" condition, and that Sublessor has made no representation or warranty as to the condition or repair of the said Subleased Premises has been made by Sublessor. At the expiration of the term of this Sublease or any renewal or extension thereof, Sublessee will yield up peaceably the Subleased Premises to Sublessor in as good order and condition as when the same were entered upon by Sublessee, reasonable use and wear excepted. Sublessee will keep, at Sublessee's own expense, the Subleased Premises in good order and repair during the term of this Sublease, or any extension or renewal thereof, and will repair and replace promptly, at Sublessee's own expense, any and all damage caused by Sublessee, its agents, employees, or invitees, and any and all other damages, including, but not limited to, damage to walls, floors, plumbing, glass, and other appurtenances, that may occur from time to time; that Sublessee hereby waives any and all right to have such repairs or replacements made by Sublessor or at Sublessor's expense; and that, if Sublessee fails to make such repairs and replacements promptly, or, if such repairs and replacements have not been made within fifteen (15) days after the occurrence of damage, Sublessor may, at Sublessor's option, make such repairs and

replacements, and Sublessee hereby agrees and covenants to repay the cost thereof to Sublessor on demand.

38. Attorneys' Fees. Only as may be determined pursuant to the dispute resolution provisions of Paragraph 40, upon determination of breach or default of this Sublease by one of the parties, the other party shall have the right to recover from the breaching party all reasonable attorneys' fees, expert witness fees, and court costs incurred in enforcing its rights hereunder or in successfully defending itself against the claims by the breaching party.

39. Attornment, Estoppel, Subordination and Prepayment of Rent.

A. If any of the interest or rights of Sublessor in, to, or under this Sublease are transferred (1) to any person now or hereafter holding or exercising a lien on or security interest in or assignment of such interest or rights or (2) to any purchaser of such interest or rights at a foreclosure sale or any of the foregoing (collectively "Successor"), Sublessee shall continue to be bound by the terms, covenants, and conditions of this Sublease as if the Successor were the initial Sublessor under this Sublease, and Sublessee does hereby attorn to Successor. Said attornment is effective and self-operative without the execution of any further instrument by Sublessor, Sublessee, or Successor, but Sublessee shall, at the request of either Sublessor or Successor, execute and deliver any separate attornment agreement that may be reasonably requested by Sublessor or Successor or may exercise its right to terminate without penalty pursuant to the termination provisions above.

B. If Successor shall succeed to any interest or rights of Sublessor in, to, or under this Sublease, Successor shall not be:

(1) liable for any act or omission of any prior Sublessor or prior Successor;

(2) subject to any offsets or defenses that Sublessee may or does have against any prior Sublessor or prior Successor;

(3) bound by amendment or modification of the Sublease made without the Successor's consent and written approval where such Successor held any lien or security interest in or assignment of any of Sublessor's interest or rights under this Sublease at the time of such amendment or modification.

C. Sublessee agrees that Sublessee's interest in the Subleased Premises and in this Sublease are subordinate to any interest any Successor may now have or hereafter acquire in the Subleased Premise.

D. In the event that Sublessee chooses not to terminate the lease as per Paragraph 39A, *supra*, Sublessee shall, upon request of Sublessor or any Successor, execute and deliver an Estoppel Certificate, certifying to such facts and making such facts, and making such representations as Sublessor or Successor may reasonably require, including without limitation, that (1) this Sublease is in full force and effect and unmodified or unchanged; (2) full rental is accruing under this Sublease; (3) all conditions required under this Sublease that could have been satisfied as of the date of the execution and delivery of the Estoppel Certificate have been met; (4) no rent under this Sublease has been paid more than thirty (30) days in advance of its due date; (5) no default exists under this Sublease; (6) the Sublessee has no charge, lien, or offset under this Sublease or otherwise against rents or other charges due or to become due hereunder; (7) this Sublease constitutes the entire rental agreement between Sublessor and Sublessee, or between any prior Successor and Sublessee, and Successor shall have no liability or responsibility with respect for any security deposit of Sublessee; (8) the only person in possession of the Subleased Premises or having the right to the possession or use of the

Subleased Premises is Sublessee; and (9) Sublessee has no right or interest on or under any contract, option, and agreement involving the sale or transfer of the Subleased Premises.

E. Sublessee shall not, without the prior written consent of a Successor (1) prepay any rent under this Sublease for more than thirty (30) days in advance; (2) enter into any agreement with the Sublessor to amend or modify this Sublease; (3) voluntarily surrender the Subleased Premises or terminate this Sublease without cause; and (4) sublease or assign its interest in the Sublease or in the Subleased Premises, except as may be permitted hereinabove.

40. Dispute Resolution. Subject to para 41, any disputes involving this Sublease shall be resolved as:

A. A written notice of dispute shall be mailed to the other party by certified, first-class mail. If the dispute is not resolved between the parties within thirty (30) days after the written notice is received, mediation shall commence. A mediation team composed on one representative from each party shall attempt to reach consensus on resolution of the dispute. Such consensus resolution shall be binding on the parties.

B. If the mediation team cannot reach consensus, the dispute shall be resolved by fast-track binding arbitration. An arbitrator shall be selected by the mediation team within thirty (30) days of the date the mediation team decides that mediation is unsuccessful. The arbitrator so selected shall hear the controversy and notify Sublessor and Sublessee in writing of his determination within thirty (30) days after the controversy is submitted to the arbitrator. The arbitrator's decision shall be final and binding on both Sublessor and Sublessee. Each party shall bear its own cost of arbitration, and the cost and expense of the selected arbitrator shall be split equally between the parties.

C. The arbitrator's decision shall be final. The arbitrator's decision shall be enforceable as against Sublessee in the state court for the State of New Mexico, and shall be enforceable as against Sublessor only in the Pueblo of Pojoaque Tribal Court.

D. The Pueblo of Pojoaque retains sole and exclusive civil, legislative, regulatory and adjudicatory jurisdiction over the subleased premises and this Sublease.

41. Sovereign Immunity, Jurisdiction and Choice of Law. Nothing in this Sublease shall be construed as a waiver of sovereign immunity, express or implied, of the Pueblo of Pojoaque or of Pueblo of Pojoaque Enterprise Corporation or of the immunities granted to the Sublessee as a governmental unit of the State of New Mexico. The Pueblo of Pojoaque expressly retains sole legislative, regulatory and adjudicatory jurisdiction over all matters that are the subject matter of this Sublease. This sublease is under the exclusive jurisdiction of the Pueblo of Pojoaque Tribal court and shall be construed in accordance with the public policy and laws of the Pueblo of Pojoaque. This is a consensual agreement as defined within the meaning of *Montana v. United States*, 450 U.S. 544 (1981).

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand.

SUBLESSOR:

Pueblo of Pojoaque Enterprise Corporation, a for-profit corporation chartered and wholly-owned by the Pueblo of Pojoaque, a federally recognized Indian Tribe

By: _____
George Rivera
President

By: _____
Timothy G. Vigil
Vice-President

SUBLESSEE:
County of Santa Fe, a New Mexico political subdivision

By: _____

Printed Name: Katherine Miller

Title: County Manager

Approved as to form

Santa Fe County Attorney

By: _____

Date: _____

ATTEST:

By: _____

Name: Valerie Espinoza
COUNTY CLERK

ACKNOWLEDGMENT OF SUBLESSOR

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

The foregoing instrument was acknowledged before me this 25th day of April, 2012 by George Rivera, President of Pueblo of Pojoaque Enterprise Corp., on behalf of said corporation.

Pauline A. Hallock
Notary Public
My Commission Expires: 4-24-2016

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

The foregoing instrument was acknowledged before me this 25th day of April, 2012 by Timothy G. Vigil, Vice-President of Pueblo of Pojoaque Enterprise Corp., on behalf of said corporation.

Pauline A. Hallock
Notary Public
My Commission Expires: 4-24-2016

ACKNOWLEDGMENT OF SUBLESSEE
(Political Subdivision)

ATTEST:

SANTA FE COUNTY CLERK

Valerie Espinoza
Name:

Date of Attestation