

MASTER DEVELOPMENT AGREEMENT
BY AND BETWEEN THE VILLAGE OF TAOS SKI VALLEY, TAOS SKI VALLEY, INC.,
THE TAOS SKI VALLEY PUBLIC IMPROVEMENT DISTRICT AND THE
TAOS SKI VALLEY TAX INCREMENT DEVELOPMENT DISTRICT

This MASTER DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the Effective Date (as defined below) by and among the VILLAGE OF TAOS SKI VALLEY ("Village"), TAOS SKI VALLEY, INC., a New Mexico Corporation ("TSV, Inc." as agent, for purposes of this Agreement, for TWINING DEVELOPMENT, LLC, a Delaware limited liability company ("Twining"), and Santander Holdings, LLC, a Delaware limited liability company ("Santander" and together with Twining and TSV, Inc. and their respective successors, assigns and designees, "TSVI"), the TAOS SKI VALLEY PUBLIC IMPROVEMENT DISTRICT, a public improvement district and political subdivision of the State (the "PID") and the TAOS SKI VALLEY TAX INCREMENT DEVELOPMENT DISTRICT, a tax increment development district and political subdivision of the State (the "TIDD" and, together with the Village, TSVI and the PID, the "Parties") in connection with the facts and circumstances recited below.

RECITALS

A. TSVI owns approximately 395 acres of land, located wholly within the corporate boundaries of the Village, and identified, collectively, by the legal descriptions provided in **Exhibit A** to this Agreement (the "Land"). The Land comprises a portion of the real property included in both the PID and the TIDD and is subject to the provisions of (i) upon its adoption, the Village resolution approving the formation of a public improvement district (the "PID Formation Resolution") and (ii) Village Amended and Restated Resolution No. 2015-275 (the "TIDD Formation Resolution",) copies of which shall be attached, following the adoption thereof by the Village, as, respectively, **Exhibit B** and **Exhibit C**.

B. TSVI and the Village have collaborated to identify (i) the public and private infrastructure necessary or desirable to redevelop the core area as defined by the 2012 Taos Core Village Master Plan Redevelopment, the area known as Kachina, and certain other portions of the Village to serve new, planned development of commercial, retail and residential uses within the Village, to enhance the viability and visibility of the Village and the Taos Ski Valley as a year-round destination resort, which will promote tourism and economic development from sources outside the State, and job creation and revenue enhancement at the state and local level (such necessary or desirable infrastructure referred to herein as "Project Infrastructure") and (ii) sources of financing for the Project Infrastructure. A detailed summary of the Project Infrastructure and anticipated financing sources and uses for the Project Infrastructure is included in the Plan of Finance attached to this Agreement as **Exhibit D**.

C. Pursuant to the collaboration between TSVI and the Village, the PID and the TIDD (each a "District" and together, the "Districts") are expected to be formed for the purpose of financing a portion of the costs of public infrastructure improvements eligible for financing by the PID and/or the TIDD, which generally include road and street improvements, river crossings, public pedestrian improvements, parking improvements, water, wastewater and drainage improvements,

electricity, gas and telecommunication transmission and distribution infrastructure, acquisition of real property or interests therein necessary or convenient to the installation of all such improvements, and related costs including, without limitation, costs incurred in the formation of the District, planning, design, engineering, surveying, testing, environmental compliance, construction, construction contingencies, pre-completion stabilization, maintenance and inspections, construction management not to exceed 10% of the contract price, permit and inspection fees, gross receipts taxes or acquisition of such infrastructure, plus amounts to be used to fund debt service reserves, capitalized interest, credit enhancement, costs of issuance and sale, and other costs normally associated with the issuance of bonds, as permitted by, respectively, the Public Improvement District Act, Sections 5-11-1 through 5-11-27 NMSA 1978, as amended (the "PID Act") and the Tax Increment for Development Act, Sections 5-15-1 through 5-15-28 NMSA 1978, as amended (the "TIDD Act").

D. A portion of the costs of the Project Infrastructure will be funded from other sources, which may include contributions from utility companies for dry utilities, including electricity, natural gas and telecommunication lines; hook-up fees charged by the Village in connection with utility services; financing provided to or by the Village for other public infrastructure, which may include, without limitation, wastewater treatment facility construction or expansion, water system improvements; and funding provided by TSVI for privately owned infrastructure or other improvements the cost of which will not be financed by other sources.

E. The Village and the PID are authorized to enter into this Agreement pursuant to the PID Act, which provides, in Section 5-11-2(F) and 5-11-10(A), that the owner or owners of property to be included in a public improvement district, the municipality or county in which the district is located and the public improvement district may enter into a development agreement to establish the obligations of the owner or developer, the county or municipality and the public improvement district concerning the zoning, subdivision, improvement, impact fees, financial responsibilities, and other matters relating to the development, improvement and use of real property within the district.

F. The Village and the TIDD are authorized to enter into this Agreement pursuant to the TIDD Act, which provides, in Section 5-15-12(A), that a tax increment development district shall have the power, among various other powers, to enter into contracts or expend money for any public purpose with the respect to the district; to enter into agreements with a municipality, county or other local government entity in connection with real property located within the district, to enter into an agreement with an owner concerning the advance of money by an owner for a public purpose or the granting of real property by the owner for a public purpose.

G. TSVI has submitted to the Village a petition and application for the formation of the TIDD (the "TIDD Application"). In conjunction with the TIDD Application, the Village will apply to the State Board of Finance for a dedication of 75% of the State Gross Receipts Tax Increment Revenue generated within the TIDD. TSVI and the Village anticipate that TSVI will submit a petition and application for the formation of a public improvement district (the "PID Application") encompassing certain portions of land within the village (the "PID"), the proposed boundaries of which shall be described in the PID Application.

H. The proposed boundaries of the TIDD are, except for the Excluded Land (as defined in Section 1 of this Agreement), coextensive with the boundaries of the Village, and are described in *Exhibit B* to the TIDD Application.

I. The Parties intend that TSVI will contract for the construction of the Project Infrastructure, as more fully described in the Improvement Location Map (attached to the PID General Plan as *Exhibit B*) and as described in the TIDD Plan as *Exhibit 1*.

J. The Public Infrastructure Project includes the following improvements to the core Village ("Core Village Improvements"), and Kachina area ("Kachina Improvements" and, together with the Core Village Improvements, the "Village Improvements"):

1. Relocation and improvement of the Visitor Drop-Off Facilities, public plaza improvements ("Plaza Improvements"), upgrades to existing public parking areas ("Parking Improvements"), upgrades to existing recreational vehicle parking ("RV Improvements") and river walkway and stream protection and restoration improvements ("River/Pedestrian Improvements" and, together with the Visitor Drop-Off Facilities, Plaza Improvements, Parking Improvements and RV Improvements, the "Public Space Improvements");

2. Water, water storage, sanitary sewer and storm sewer improvements, including a water storage tank to be located in the Kachina area (the "Water/Wastewater Improvements");

3. Improvements to existing roads to comply with Village regulations and to improve safety, traffic circulation, snow removal and snow storage, river crossing and intersection crossing improvements, consisting of bridge construction on Parcel D-G, Sutton Place Crossing, West Burroughs Crossing, Strawberry Hill Crossing, upgrades to Ernie Blake Road and Thunderbird Road, paving improvements to Twining Road and the main road to the Kachina area of the Village, improvements to Strawberry Hill Access Road, improvement of Highway 150 at Village entry, street lights and signage (the "Road Improvements").

K. The Public Infrastructure Project includes electric, gas and fiber optic utility improvements, including trenching from the terminal point location in Arroyo Seco to locations within the Village (the "Offsite Utility Improvements") to upgrade and improve service reliability within the Village.

L. Components of the Public Infrastructure Project are eligible for both PID financing ("PID-Eligible Infrastructure") and TIDD financing ("TIDD-Eligible Infrastructure" and, together with PID-Eligible Improvements, "Eligible Infrastructure").

M. TSVI and the Village intend that all components of the Public Infrastructure Project shall be designed and constructed according to all applicable standards and requirements of the Village or other governmental entity with jurisdiction over such improvements, shall be suitable for dedication to the Village or other governmental entity with jurisdiction over such improvements upon completion, and shall, upon completion and inspection, be dedicated and

conveyed to the Village or other appropriate governmental entity and otherwise be owned and operated by the Village as provided in Section 7 of this Agreement, except that certain components of Public Infrastructure shall be subject to operation and maintenance agreements between TSVI and the Village as provided in Section 7 of this Agreement. TSVI and the Village intend that this Agreement shall be an agreement or condition pertaining to the PID and the TIDD, and that any existing agreements between the Village and TSVI or other developers and landowners regarding the provision of components of the Public Infrastructure Project proposed to be furnished to the Village shall be deemed amended to reflect the terms of this Agreement.

N. The Village and TSVI anticipate that a portion of the PID-Eligible Infrastructure will be reimbursed from proceeds of special levy revenue bonds issued by the PID, in one or more series, as provided in the Act (the "PID Bonds"), payable by the imposition of a special levy upon the taxable parcels within the PID (the "Special Levy"). The Village and TSVI anticipate that the PID will be responsible for imposing the Special Levy as provided in the Act and the Rate and Method of Special Levy Apportionment which, upon completion, shall be attached to and incorporated with the PID Feasibility Study, and that the cost of administering the Special Levy, including any required reimbursements to the Taos County Assessor and Taos County Treasurer, is an operating cost of the PID, which may be eligible for reimbursement through the Special Levy or, to the extent permissible, the proceeds of PID Bonds. Special Levy amounts in excess of the debt service payments on the PID Bonds will be used to finance PID-Eligible Infrastructure Improvements and the costs associated with formation of the District.

O. The PID Bonds are anticipated to have, as of the date of issuance of the PID Bonds, a value to lien ratio of no less than 4 to 1 and in any event, a value-to-lien ratio in excess of the minimum value-to-lien ratio set forth in the PID Act. Upon formation of the PID, this Agreement shall be amended to include the parameters for anticipated PID Bond issuance.

P. The Village and TSVI anticipate that a portion of the TIDD-Eligible Infrastructure will be financed by the TIDD's issuance of tax increment revenue bonds, in one or more series, as provided in the Act (the "TIDD Bonds"), payable from gross receipts tax increment revenue and *ad valorem* property tax revenue generated within the TIDD (together, "Tax Increment Revenue"). The Village and TSVI anticipate that the TIDD will be responsible for notifying the State Taxation and Revenue Department and Taos County as provided in the Act and the TIDD Plan, and that the cost of administering the TIDD, including any required reimbursements to the Taos County Treasurer, is an operating cost of the TIDD, which may be eligible for reimbursement from Tax Increment Revenue or, to the extent permissible, the proceeds of TIDD Bonds. Tax Increment Revenue amounts in excess of the debt service payments on the TIDD Bonds will be used to finance TIDD-Eligible Infrastructure and the costs associated with formation of the TIDD, to the extent permitted by law.

Q. As described in the Plan of Finance attached as *Exhibit F* to the TIDD Petition (the "TIDD Plan of Finance"), the TIDD is anticipated to issue short-term taxable bonds ("Short-term Bonds") on an annual or more frequent basis which will be payable from accumulated, non-recurring Gross Receipts Tax Increment Revenue. As separately described in the TIDD Plan of Finance, the TIDD is anticipated to issue longer term tax-exempt Bonds at such times and in such aggregate principal amounts as can be supported by recurring Tax Increment Revenue.

R. The Project Infrastructure will enable the development of, among other uses, hotel, condominium and vacation rental units subject to the Lodgers' Tax imposed by the Village pursuant to Section 3-38-15 NMSA 1978 at the rate of 5% of the gross taxable rent generated within the Village, of which sixty percent (60%) of the proceeds (the "Eligible Lodgers' Tax") of may be used, as provided in Section 3-38-21 NMSA 1978 by the Village for, among other purposes, "establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving equipping, furnishing or acquiring real property or any interest in real property for the site or grounds for tourist-related facilities, attractions or transportation systems of the municipality... ." As provided in the Plan of Finance attached hereto as **Exhibit D**, a portion of the cost of operating Project Infrastructure components which are dedicated to the Village may be paid by the Village utilizing the Eligible Lodgers' Tax.

S. The construction of the Public Infrastructure Project by TSVI will serve private development in the future and, consequently, the road, water, sewer, storm water, drainage and other public infrastructure and Offsite Utility Improvements which would otherwise be required by such private development will have already been provided. On that basis, the Village and TSVI intend that that one-time tap fees, hook-up fees, development permitting fees and franchise fees, or portions thereof that would otherwise be imposed to defray the cost of public improvements and dry utility improvements which are provided by TSVI in constructing the Public Infrastructure Project will be adjusted for TSVI, but that fees relating to public safety, emergency services, government facilities and other services and facilities which are not addressed by the Project Infrastructure shall not be adjusted, all as provided in this Agreement.

THEREFORE, in consideration of the mutual covenants of the parties set forth in this Agreement, and for other valuable consideration, the Village, TSVI, and upon their respective formation dates, the PID and the TIDD agree as follows:

AGREEMENT

Section 1. Definitions. The following terms shall have the meanings assigned as provided in this Section 1 unless the context clearly requires otherwise.

"Agreement" means this Master Development Agreement, as the same may be amended from time to time.

"Bond Counsel" means an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds engaged by, as the context requires, the PID, the TIDD or the Village.

"Certificate of Completion and Acceptance" means a certificate signed by an authorized officer of the Village stating that the Village has reviewed, approved and accepted components of Eligible Infrastructure for dedication and conveyance by TSVI to the Village.

"Construction Documents" means engineering and construction plans, estimated construction costs, budgets and proposed construction contracts for Public Infrastructure

components which are intended either to be dedicated to the Village or the cost of which is to be reimbursed to TSVI.

"Core Village Improvements" means the Visitor Drop-Off Facilities, the Plaza Improvements, the Parking Improvements, the RV Improvements, the Pedestrian Improvements, the Water/Wastewater Improvements and the Road Improvements.

"Development Fees" means road impact fees, public space impact fees, and water, sewer and natural gas system development fees imposed by the Village pursuant to its Planning and Zoning Ordinance during the term of this Agreement for the purpose of defraying the cost of public infrastructure required as a result of private development within the Village.

"District" means, as the context requires, the Taos Ski Valley Public Improvement District or the Taos Ski Valley Tax Increment Development District.

"Electric Utility" means the Kit Carson Electric Cooperative.

"Eligible Infrastructure" means PID-Eligible Infrastructure and TIDD-Eligible Infrastructure.

"Eligible Lodgers' Tax" means sixty percent (60%) of the Lodgers' Tax imposed by the Village pursuant to Section 3-38-13 through 3-38-24 NMSA 1978 which, pursuant to Section 3-38-15(D)(2) and (E) and 3-38-21(B), may be utilized for, among other purposes, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving or acquiring real property or any interest therein for tourist-related facilities, attractions or transportation systems of the Village.

"Excluded Land" means the real property within the Village Boundaries which is presently devoted to agricultural or recreational use and is not anticipated to be developed with other uses in the future, as identified in the TIDD Boundary Map attached to the TIDD Plan.

"Final Acceptance Package" shall have the meaning assigned in Subsection C of Section 4 of this Master Development Agreement.

"Formation Documents" means, as the context requires, the PID Formation Documents or the TIDD Formation Documents.

"Franchise Fees" means fees imposed by the Village upon natural gas, electric and telecommunication (fiber optic) customers in connection with the provision of such utility services.

"Gas Utility" means New Mexico Gas Company.

"Gross Receipts Tax Increment Revenue" means Village Gross Receipts Tax Revenue and, if applicable, State Gross Receipts Tax Increment Revenue.

"Indenture" shall mean, as the context requires, an indenture of trust and security agreement by and between the PID or the TIDD, as issuer, and the corporate trust department of a financial institution, experienced in acting as trustee in connection with trust indentures under which municipal securities are issued.

"Kachina Improvements" means water, wastewater, roadway and other Eligible Infrastructure to be constructed in the Kachina area of the Village.

"Land" means the real property owned by TSVI within the Village, as more particularly described in Exhibit A to this Agreement.

"Maintenance Agreement" means an agreement between the Village and TSVI concerning the maintenance and/or operation of improvements dedicated to the Village or otherwise for public use.

"Offsite Utility Improvements" means electric, gas and fiber optic utility improvements, including trenching from the terminal point location in Arroyo Seco to locations within the Village, which may include both transmission and distribution lines and improvements.

"Parking Improvements" means the relocation, upgrading and improvement of existing public motor vehicle parking areas.

"Pedestrian Improvements" means the construction and improvement of pedestrian walkways, including river walkway improvements within the Village.

"Plaza Improvements" means the relocation, reconstruction, improvement and upgrading of the public pedestrian areas within the Village.

"PID" means the Taos Ski Valley Public Improvement District.

"PID Act" means the Public Improvement District Act, Sections 5-11-1 through 5-11-27 NMSA 1978, as amended.

"PID-Eligible Infrastructure" means Public Infrastructure Project components eligible for financing or reimbursement from proceeds of PID Bonds or Special Levy Revenues.

"PID Formation Documents" means the Village resolution approving the formation of the PID and the documents and exhibits approved in connection therewith including, without limitation, the District General Plan, the Feasibility Study, including the Rate and Method of Apportionment of Special Levy, the Notice of Formation and Imposition of Special Levy, this Agreement, and, if applicable, the Resolution of the Village calling for a Formation Election and the Certificate of Canvass of the Election.

"Project Infrastructure" means the public and private infrastructure necessary or desirable to redevelop the core area and Kachina area of the Village, to serve new, planned development of commercial, retail and residential uses within the Village, to enhance the viability and visibility

of the Village and the Taos Ski Valley as a year-round destination resort, which will promote tourism and economic development from sources outside the State, and job creation and revenue enhancement at the local level.

"Property Tax Increment Revenue" shall have the meaning assigned to such term in Exhibit F to this Agreement.

"Public Benefit Improvements" shall have the meaning assigned to such term in Section 9 of this Agreement.

"Public Infrastructure" means capital improvements which are (i) dedicated for public use, (ii) owned by a public entity (iii) generally available for public use, (iv) eligible for financing under the PID Act or the TIDD Act, and (v) Related Costs.

"Public Infrastructure Project" means the public infrastructure improvements eligible for financing by the PID and/or the TIDD, which specifically includes the Core Village Improvements, the Offsite Utility Improvements and Related Costs.

"Reimbursable Costs" means all items of expense directly relating to the cost of the acquisition and construction of Eligible Infrastructure components and the incidental costs and expenses relating thereto including, but not limited to: engineering expenses, legal expenses, printing, posting, publication and mailing expenses, fees and expenses incurred in making surveys, studies and estimates of costs, testing expenses, construction management expenses, and such other costs and expenses eligible for payment from the proceeds of bonds issued by the PID under the PID Act or the TIDD under the TIDD Act and the Indenture related to the District issuing the bonds, and to pay all incidental expenses related to the construction and acquisition of the Eligible Infrastructure components, including Related Costs.

"Related Costs" means, without limitation, costs incurred in the formation of a District, planning, design, engineering, surveying, testing, environmental compliance, construction, construction contingencies, pre-completion stabilization, maintenance and inspections, construction management not to exceed ten percent (10%) of the contract price, permit and inspection fees, gross receipts taxes or acquisition of such infrastructure, plus amounts to be used to fund debt service reserves, capitalized interest, credit enhancement, costs of issuance and sale, and other costs normally associated with the issuance of bonds.

"Related Party" means, in connection with TSVI, Twining, Santander, and any other party wholly owned by the same entity that owns TSVI and that TSVI designates as a Related Party in writing delivered to the other Parties to this Agreement.

"Road Improvements" means improvements to existing roads, construction of new roadway improvements and acquisition of land necessary or convenient for the improvement of traffic circulation, snow removal and snow storage capacity of the Village necessary or convenient for compliance with Village ordinances and regulations and enhancement of health and safety, river crossing and intersection crossing improvements, consisting of bridge construction on Parcel D-G, Sutton Place Crossing, West Burroughs Crossing, Strawberry Hill

Crossing, upgrades to Ernie Blake Road and Thunderbird Road, paving improvements to Twining Road, improvement of the Strawberry Hill Access Road, improvement of Highway 150 at Village entry, street lights and signage within the Village.

"RV Improvements" means the upgrading and improvement of existing recreational vehicle parking within the Village.

"Special Levy" shall have the meaning assigned to such term in Exhibit E to this Agreement.

"Specified Infrastructure Needs" shall have meaning assigned to such term in Section 8(A) of this Agreement.

"State" means the State of New Mexico.

"State Gross Receipts Tax Increment Dedication Documents" means the resolution or other approval by the State Board of Finance of the Village's application for dedication of State Gross Receipts Tax Increment Revenue and the legislation appropriating State Gross Receipts Tax revenue to the TIDD, as finally enacted.

"State Gross Receipts Tax Increment Revenue" means 75% of the State Gross Receipts Tax revenue, which State Gross Receipts Tax is currently imposed at the rate of 5.125% of the taxable gross receipts in the TIDD.

"Tax Increment Revenue" means the Village Gross Receipts Tax Increment revenue, the State Gross Receipts Tax Increment revenue (if applicable), and Property Tax Increment Revenue generated within the TIDD.

"Telecommunications Utility" means CenturyLink.

"TIDD" means the Taos Ski Valley Tax Increment Development District.

"TIDD Act" means the Tax Increment for Development Act, Sections 5-15-1 through 5-15-28 NMSA 1978, as amended

"TIDD-Eligible Infrastructure" means Public Infrastructure Project components eligible for financing or reimbursement from proceeds of TIDD Bonds or, to the extent permitted by applicable law, Tax Increment Revenues.

"TIDD Formation Documents" means Village Resolution No. 2015-_____ approving the formation of the TIDD and the documents and exhibits approved in connection therewith including, without limitation, the Tax Increment Development Plan, this Agreement, the Resolution of the Village calling for a Formation Election and the Certificate of Canvass of the Election and, if applicable, the State Gross Receipts Tax Increment Dedication Documents.

"Utility Entities" or "Utility Entity" means, collectively or individually, the Electric Utility, the Gas Utility and the Telecommunications Utility.

"Village" means the Village of Taos Ski Valley, a New Mexico municipality.

"Village Gross Receipts Tax Increment Revenue" means 75% of the incremental revenues of the following gross receipts taxes enacted by the Village:

(a) the general purposes municipal gross receipts taxes referenced in §5-15-15(B)(1) of the TIDD Act (the "General Purposes GRT"), currently imposed at the rate of 1.50% of the taxable gross receipts in the TIDD;

(b) the municipal environmental services gross receipts tax referenced in §5-15-15(B)(2) of the TIDD Act (the "Environmental GRT") currently imposed at the rate of 0.0625% of the taxable gross receipts in the TIDD;

(c) the municipal infrastructure gross receipts taxes referenced in §5-15-15(B)(3) of the TIDD Act (the "Municipal Infrastructure GRT") currently imposed at the rate of 0.25% of the taxable gross receipts in the TIDD;

(d) the municipal capital outlay gross receipts taxes referenced in §5-15-15(B)(4) of the TIDD Act (the "Municipal Capital Outlay GRT") currently imposed at the rate of 0.25% of the taxable gross receipts in the TIDD

(ee) the state shared gross receipts taxes distributed to the Village pursuant to §7-1-6.4 NMSA 1978, as provided in §5-15-15(B)(6) of the Act, currently imposed at the rate of 1.225% of the taxable gross receipts in the TIDD which, together with the General Purposes GRT, the Environmental GRT, the Municipal Infrastructure GRT and the Municipal Capital Outlay GRT, is equal to an aggregate 3.2875% of the taxable gross receipts in the TIDD.

"Village Improvements" means the Core Village Improvements and the Kachina Improvements.

"Village Reserve Funds" shall have the meaning assigned to such term in Section 11 hereof.

"Visitor Drop-Off Facilities" means the improved area at to serve as a drop-off or pick-up station for visitors utilizing shuttle service from parking areas within the Village or locations outside the Village, which area is currently located at the entrance to the Taos Ski Valley resort.

"Water/Wastewater Improvements" means the construction, rehabilitation, upgrading and improvement of water, water storage, water and/or wastewater treatment, sanitary sewer and storm sewer improvements within the Village (certain of which may be located in the Kachina area of the Village, notwithstanding that the Water/Wastewater Improvements are generally defined as being included with the Core Village Improvements), which may include certain offsite improvements located outside the Village.

Section 2. Effective Date of Agreement; Conditions Precedent to this Agreement.

A. Effective Date. This Agreement shall become effective as to the Village and TSVI and the TIDD, upon formation of the TIDD pursuant to the TIDD Act and, as to the Village, TSVI, the TIDD and the PID, upon formation of the PID pursuant to the PID Act.

B. Conditions Precedent. Formation of the PID pursuant to the PID Act is a condition precedent to this Agreement becoming effective and binding upon the PID and the other Parties hereto with respect to the PID, and formation of the TIDD pursuant to the TIDD Act is a condition precedent to this Agreement becoming effective and binding upon the TIDD and the other Parties hereto with respect to the TIDD (each a "Formation Condition" and together the "Formation Conditions"). The Village and TSVI may agree in writing to waive either Formation Condition, and this Agreement shall be deemed amended accordingly.

In the event neither Formation Condition is satisfied or otherwise waived, as provided in the preceding paragraph, this Agreement shall not take effect and no party shall have any obligation hereunder. Upon formation of the PID and the TIDD, each shall automatically be deemed to be a party under this Agreement, and each shall be bound by the obligations set forth herein; provided, that this Agreement shall be effective and binding upon TSVI, the Village and the TIDD upon formation of the TIDD, irrespective of whether the PID has then been formed. Each of the PID and the TIDD shall execute and deliver this Agreement, and this Agreement shall be recorded pursuant to Section 11 hereof.

C. No Net Cost to Village. Except as otherwise expressly provided in this Agreement, all costs and expenses incurred by the Village pursuant to this Agreement in connection with the application, formation and operation of the Districts shall be paid by TSVI through advance payments; provided that TSVI shall be reimbursed for all or a portion of expenses as they relate to the PID from the proceeds of PID Bonds or special levy revenue accumulations, and as such expenses relate to the TIDD from proceeds of TIDD Bonds or accumulated Tax Increment Revenue, in each case to the extent allowable by applicable state and federal law.

Section 2. Boundaries of PID. The PID shall include the real property described in Tab 4 to the PID Application. The boundaries of the PID may be amended as follows:

A. Consent by All Owners. If, at the time amendment is requested, the record owners of the land within the PID affected by the proposed amendment, or proposed to be included in the PID, have provided written consent to the boundary amendment and either (i) no bonds of the PID are then outstanding or (ii) in the determination of the trustee for the bonds as provided in the related Indenture or Indentures, holders of bonds of the PID which are then outstanding will not be adversely affected, the amendment shall be approved by the Board of Directors of the PID and the Village Administrator, which approval authority is hereby delegated by the Village Council.

B. Consent by Less than All Owners. If, at the time amendment is requested, the record owners of less than 100% of the land within the PID affected by the proposed amendment have provided written consent to the boundary amendment, the proposed amendment shall be subject to the provisions of Section 5-11-13 NMSA 1978.

Section 3. Boundaries of TIDD. The boundaries of the TIDD shall be co-extensive with the Village boundaries, other than the Excluded Land, as the Village Boundaries may be amended by annexation or other lawful means.

Section 4. Village Acquisition of Eligible Infrastructure Completed by TSVI. For purposes of this Section 4, reference to TSVI shall include any Related Party designated in writing by TSVI to the other Parties to this Agreement.

A. Village Review of Construction Documents. As provided in this Section 4, the Village shall have the right to review Construction Documents for any component of Eligible Infrastructure (other than Offsite Utility Improvements located outside the boundaries of the Village) prior to commencement of construction work on such component for the purpose of determining that each component will be constructed in conformity with all applicable Village regulations and building codes, and that the cost of the component is consistent with the estimated costs set for in the Plan of Finance attached hereto as **Exhibit D**; provided, that the Parties hereby acknowledge that the estimated costs in the Plan of Finance are preliminary estimates and are subject to adjustment based upon reasonable evidence that such adjustment is justified. The Village shall have the right to comment on and request reasonable adjustments to Construction Documents submitted for its review by TSVI; provided, that nothing in this Agreement is intended to modify the Village's regulations to construction permitting, as either a waiver expansion of the Village's permitting authority.

B. Inspection and Dedication; Trigger of Reimbursement Obligation.

(i) TSVI shall notify the Village that it has completed the construction of individual components of Eligible Infrastructure and shall arrange for inspection by the Village.

(ii) Following inspection by the Village, TSVI (or the contractor performing the construction) shall prepare a Final Acceptance Package for review by the Village.

(iii) Upon receipt of a Final Acceptance Package, the Village shall promptly determine whether the components of Eligible Infrastructure have been constructed in accordance with the Construction Documents and, upon determining that such components have been constructed in compliance therewith, shall promptly accept all components which have been constructed in accordance therewith, as evidenced by a Certificate of Completion and Acceptance delivered by the Village to TSVI as provided in subsection C of this Section 4.

(iv) Upon delivery by the Village of a Certificate of Completion and Acceptance to TSVI as provided in subsection C of this Section 4, the Districts shall be obligated to reimburse TSVI or its designee for the Reimbursable Costs (as defined in Section 1 of this

Agreement) of such component, which obligation shall be contingent upon the issuance of bonds by the PID or the TIDD, or each of them, or the availability of funds from other sources, sufficient to reimburse TSVI for such actual costs. The reimbursement obligations of the PID and TIDD provided in this Section 4 are subject to the conditions and limitations set forth in Sections 5 and 6 of this Agreement, respectively.

C. Acceptance by Village. TSVI shall submit to the Village, on behalf of the District, one or more Final Acceptance Packages. The Village shall review the Final Acceptance Package pertaining to the components of Eligible Infrastructure for completeness and accuracy. Such review shall be completed in a timely fashion and, in any event within 30 days of receipt of the Final Acceptance Package, and the approval and acceptance of the Final Acceptance Package shall not be unreasonably withheld, conditioned or delayed. Upon approval of the Final Acceptance Package, the Village shall issue a Certificate of Completion and Acceptance for all accepted components of Eligible Infrastructure, which shall then be dedicated and conveyed by TSVI to the Village. A Final Acceptance Package shall include the following:

(i) A certification and representation by TSVI or the contractor constructing the components of Eligible Infrastructure that:

(a) The Eligible Infrastructure components have been constructed in substantial compliance with plans and specifications approved by the Village in a good and workmanlike manner by well-trained adequately supervised workers, and in strict compliance with all governmental and quasi-governmental regulations, laws, and building codes; and

(b) The Eligible Infrastructure components have been inspected and approved for dedication to the Village.

(ii) The costs of constructing the Eligible Infrastructure components actually have been incurred by TSVI, which costs shall be documented in a manner reasonably acceptable to the Village and the PID and/or TIDD, as applicable.

(iii) A one-year warranty from the contractor that constructed the components of Eligible Infrastructure for the benefit of the Village.

(iv) Such other inspection reports, plans, specifications or other information related to the components of Eligible Infrastructure as the Village may reasonably request.

D. General Provisions Concerning Dedication and Operation. The following general provisions shall govern the dedication and operation of Eligible Infrastructure components, except as otherwise provided in Section 7:

(i) TSVI shall convey to the Village all real and personal property which the Village deems reasonably necessary to accept the Eligible Infrastructure component, free and clear of all liens, claims and encumbrances (except those non-monetary liens and

encumbrances that are required by the Village or other public agency or that would not materially interfere with the intended use of the property as reasonably determined by Village) as a condition of acceptance by the Village. Dedication shall be by deed, easement, bill of sale or other appropriate instrument of conveyance.

(ii) Upon the issuance by the Village of a Certificate of Completion and Acceptance, the Village shall accept, own, operate and maintain the Eligible Infrastructure components. Neither District will fund any operations and maintenance prior to or after the dedication of Eligible Infrastructure components. Pre-dedication operation and maintenance costs, if any, will be funded by TSVI. The operation and maintenance of Eligible Infrastructure components from and after conveyance to the Village will be performed and paid for by the Village, its assignee or agent, as applicable.

(iii) TSVI shall convey components of Offsite Utility Infrastructure to the applicable Utility Entity in accordance with that entity's requirements for acceptance of those components and subject to franchise agreements which may be in effect at the time of conveyance.

E. Reimbursement Obligation Accrues Upon Acceptance. The Parties acknowledge and agree that TSVI may transfer completed Eligible Infrastructure components to the Village and, as applicable the Utility Entities, prior to the issuance of District Bonds.

(i) Upon acceptance by the Village (evidenced by a Certificate of Completion and Acceptance) or by a Utility Entity of Eligible Infrastructure components, the Districts shall, together, be obligated to reimburse TSVI for the Reimbursable Costs thereof contingent upon issuance by each of the Districts of Bonds as provided in this Agreement, and any such conveyance shall not be construed as a dedication or gift of the Eligible Infrastructure components or a waiver of the payment of Reimbursable Costs of the dedicated and accepted components of Eligible Infrastructure.

(ii) Under no circumstances will the Districts together pay TSVI any amount in excess of the Reimbursable Costs. Each District shall be obligated to reimburse TSVI for Reimbursable Costs to the extent that:

(a) that District is able to issue bonds within the parameters set forth in the Formation Documents applicable to that District, or has otherwise accumulated revenues which are legally available for payment of Reimbursable Costs; and

(b) the portion of Reimbursable Costs to be reimbursed by the District has not previously been paid to TSVI and is not anticipated to be paid from any other financing source.

F. Reimbursement Capacity Limitations. The Parties agree that TSVI shall be reimbursed to the full extent practicable by the Districts, within the agreed-upon maximum financing authorization applicable to, respectively, the TIDD and the PID. The Parties further acknowledge that market conditions and other external events and conditions may make it

infeasible for the one or both of the Districts to provide reimbursement financing at the maximum amount authorized for each of the Districts and that, in such event, the applicable District or Districts shall not be obligated to issue bonds, incur indebtedness or otherwise reimburse TSVI for amounts which cannot feasibly be financed by the applicable District or Districts.

(i) The governing bodies of the TIDD, the PID and TSVI shall collaborate to determine the timing of issuance of bonds by the Districts, or either of them, and the other terms and features of the bonds as provided in the respective Plan of Finance for each District, and as provided in subparagraphs (ii) and (iii) below.

(ii) The TIDD shall issue short-term sponge bonds at the request of TSVI at such times that at least \$250,000 in GRT Increment Revenue has accumulated, for a maximum of 4 requests in a 12-month period. The TIDD shall issue longer term Tax Increment Revenue Bonds at the request of TSVI, provided that the TIDD is advised by an independent financial advisor or underwriter engaged by the TIDD that such bonds can be marketed or privately placed in a reasonably efficient manner taking into account then-current market conditions, interest rates and other bond features for municipal securities of similar credit quality and aggregate principal amount.

(iii) The PID may reimburse TSVI for costs of Eligible Infrastructure at the request of TSVI at such times that at least \$100,000 in Special Levy Revenue has accumulated, for a maximum of 4 requests in a 12-month period. The PID shall issue longer term Special Levy Revenue Bonds at the request of TSVI, provided that the PID is advised by an independent financial advisor or underwriter engaged by the PID that such bonds can be marketed or privately placed in a reasonably efficient manner taking into account then-current market conditions, interest rates and other bond features for municipal securities of similar credit quality and aggregate principal amount.

G. Application of Bond Proceeds. In connection with the issuance of bonds by either District (other than short-term tax increment revenue bonds issued by the TIDD), the applicable District Board shall enter into an Indenture of Trust (an "Indenture") and a banking institution acting as trustee acceptable to the District Board and TSVI (the "Trustee"), to deposit to the credit of a project fund or reimbursement fund (the "Project Fund" as shall be defined in the applicable Indenture), the proceeds of the District Bonds net of deposits for the payment of interest, if applicable, costs of issuance, a debt service reserve account and such other funds and accounts as may be more specifically described in the applicable Indenture. Moneys in the Project Fund shall be disbursed by the Trustee to reimburse TSVI for Reimbursable Costs.

(i) Requests for disbursement from the Project Fund shall be made substantially as follows: In each case, TSVI shall present to the Trustee a disbursement request (the "Disbursement Request"), the form of which shall be provided in the related Indenture, executed by a duly authorized representative of TSVI and an authorized officer of the District (as shall be defined and provided in the related Indenture), certifying that a component or components of Eligible Infrastructure have been dedicated to the Village, identifying in reasonable detail the work to which the payment relates.

(ii) Authorized representatives of the District issuing a series of bonds shall have the right, upon two (2) business days prior written notice to TSVI and during normal business hours, to review all books and records of TSVI pertaining to Reimbursable Costs.

H. Construction Services. TSVI shall contract for all engineering, design and construction services necessary to complete Eligible Infrastructure. All contractors and subcontractors shall agree to comply with the requirements of the Village's applicable development policies and permitting requirements.

I. Projected Costs and Timing of Construction. The estimated cost (including planning, design, engineering, construction, testing, surveying, construction management, inspection, fees, gross receipts taxes, capitalized interest and contingencies) of constructing and financing the Eligible Infrastructure, as identified in the TIDD Plan (and as shall be identified in the District General Plan for the PID), is \$52,260,000, which includes approximately \$34,000,000 in Reimbursable Costs anticipated to be reimbursed through TIDD financing and is anticipated expected to include approximately \$6,000,000 in Reimbursable Costs associated with Eligible Infrastructure anticipated to be reimbursed through PID. The construction of Eligible Infrastructure will be completed prior to the issuance of bonds by the Districts, other than short-term tax increment revenue bonds issued by the TIDD.

J. Indemnification. To the extent not prohibited by applicable law, TSVI's indemnity obligations shall not extend to claims, actions, suits or other proceedings arising from the negligence, acts or omissions of the Village, the Districts, or their respective agents, officers or employees.

(i) Indemnification Regarding Eligible Infrastructure. Until Eligible Infrastructure components are accepted by the Village, TSVI shall be solely responsible for maintaining the premises upon which the Eligible Infrastructure components are being constructed in a safe condition. TSVI shall defend, indemnify and hold harmless the Village and its officials, agents and employees from those claims, actions suits or other proceedings arising from or out of the negligent acts or omissions of TSVI, its agents, representatives, contractors or subcontractors or arising from the failure of TSVI, its agents, representatives, contractors or subcontractors to perform any act or duty required of TSVI herein. The indemnifications required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage, and TSVI shall (a) obtain 1-year construction warranties in connection with Eligible Infrastructure components prior to or at the time that construction thereof commences, and (b) cause the Village and each of the Districts to be included as an additional insured or beneficiary of such warranties. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

(ii) Indemnification Regarding Petition. TSVI shall indemnify the Village, the Districts and their respective agents and employees and shall hold the Village and the Districts and their respective agents, officers and employees harmless from and against any and all liabilities, claims, costs and expenses including reasonable attorneys' fees, incurred in any challenge or proceeding relevant to the formation, operation, and administration of the

Districts, the offer and sale of bonds of either District, the dedication, disbursement, pledge or expenditure of Tax Increment Revenue by the TIDD in connection with TIDD Bonds, and the levying by the PID of any assessment, special levy or charge in connection with the PID and PID Bonds.

(iii) Indemnification Regarding Real Property. TSVI shall deliver an independent environmental report or assessment of any real property being dedicated to and accepted by, leased to or operated by the Village, and a proposed form of indemnity agreement with respect to all environmental law liability.

Section 5. Financing of PID Funded Eligible Infrastructure. The PID shall issue PID Bonds as provided in the PID Bond Provisions attached to this Agreement as Exhibit E.

Section 6. Financing of TIDD Funded Eligible Infrastructure. The TIDD shall issue TIDD Bonds as provided in the TIDD Bond Provisions attached to this Agreement as Exhibit F.

Section 7. Certain Eligible Infrastructure to be Operated and Maintained by TSVI. Certain Eligible Infrastructure components, including portions of the Plaza Improvements, Pedestrian Improvements and Parking Improvements may be operated and maintained by TSVI pursuant to a Maintenance Agreement between the Village and TSVI to be entered into in connection with the dedication of such Eligible Infrastructure component(s) to the Village. Any Maintenance Agreement providing for maintenance and/or operation of Eligible Infrastructure the cost of which has been reimbursed with proceeds of tax-exempt bonds shall include provisions acceptable to Bond Counsel restricting the use of that Eligible Infrastructure in a manner that complies with Internal Revenue Service Revenue Procedure 97-13 or will otherwise not adversely affect the exclusion of interest on the bonds from gross income for federal income tax purposes.

Section 8. Adjustment of TSVI Impact Fees, System Development Fees and Franchise Fees.

A. Development Fees. In connection with each individual TSVI project requiring the issuance of a Village construction permit, the Roadway/Pedestrian/Drainage Development Impact Fee, the Parks and Recreation/Open Space Development Impact Fee, the Public Spaces/Recreation Development Impact Fee, and any other Development Impact Fee imposed in connection with water, sewer or natural gas imposed by the Village and made applicable to such project shall be subject to a reduction of between twenty-five percent (25%) and one hundred percent (100%), which shall be mutually agreed upon by the Village and TSVI at the time that such fees would be payable. The specific amount of reduction of each Development Fee shall be based upon (i) the extent to which TSVI has, at the time a particular Development Fee is payable, completed the construction of corresponding components of Public Infrastructure which are identified in the Village Public Facilities Needs Assessment Report dated 06/10/14, or the Village Capital Improvement Plan in effect at that time; or (ii) in connection with components of Public Infrastructure which are not complete at that time, the reasonable likelihood that the components will be completed and available to be placed in service within a reasonable time thereafter.

B. Franchise Fees. In consideration of the financing by TSVI of the construction of portions of the Offsite Utility Improvements, TSVI shall not be obligated to pay new franchise fees or hook-up fees which are not currently imposed by the Village as of the Effective Date but which may in the future be imposed upon natural gas, electric and telecommunication (fiber optic) customers by the Village in connection with the provision of such utility services. TSVI will not be charged such new fees until it is fully reimbursed for its contributions toward the Offsite Utility Improvements. In lieu of paying such fees, TSVI's outstanding reimbursable balance for contributions toward Offsite Utility Improvements shall be reduced by an amount equal to the Franchise Fees at the time charged. TSVI will be obligated to pay all applicable Franchise Fees once it is fully reimbursed for its contributions toward the Offsite Utility Improvements.

Section 9. Default; Termination.

A. Defaults. Any failure by any party to perform any material term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such thirty (30) day period.

B. Remedies for Uncured Defaults. Upon the occurrence of a default under this Agreement, the non-defaulting party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured, then no default shall exist and the noticing party shall take no further action.

C. Term of Agreement. The term of this Agreement shall commence upon the execution of this Agreement by all parties and shall extend for a period the greater of (i) thirty (30) years hereafter, (ii) the date on which all District Bonds have been paid and are no longer outstanding unless said term is terminated, modified or extended by circumstances set forth in this Agreement, (iii) the date on which TSVI has been fully reimbursed for all costs of Eligible Infrastructure incurred by it, and (iv) by mutual consent of the parties. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. This Agreement, the Core Village Master Plan, and the conditional use permits on Parcel D and Parcel G, as amended from time to time, shall be fully vested for a period of no less than 30 years from date of execution, notwithstanding any agreements previously made. To the extent permitted by law, special or conditional use permits issued by the Village to TSVI shall not expire while this Agreement remains effective.

Section 10. Other General Provisions.

A. Covenants Running with the Land. The provisions of this Agreement constitute covenants running with the Land and are binding upon and inure to the benefit of the parties hereto, their successors and assigns.

B. Notice. Notices concerning the District shall be provided to the parties at the following addresses:

If to the Village:

Village of Taos Ski Valley, New Mexico
Attention: Village Administrator
7 Firehouse Road
Taos Ski Valley, New Mexico 87525
Telephone: (575) 776-8220

With a copy to: _____

If to the PID:

Village of Taos Ski Valley Public Improvement District
c/o Village Administrator
7 Firehouse Road
Taos Ski Valley, New Mexico 87525
Telephone: (575) 776-8220

With a copy to: _____

If to the TIDD:

Village of Taos Ski Valley Tax Increment Development District
c/o Village Administrator
7 Firehouse Road
Taos Ski Valley, New Mexico 87525
Telephone: (575) 776-8220

With a copy to: _____

If to TSVI:

Taos Ski Valley, Inc.
Chris Stagg
116 Sutton Place

Taos Ski Valley, New Mexico 87525
Telephone: (575) _____

With a copy to:

Joseph F. Canepa
Canepa & Vidal PA
200 W. de Vargas St. #7
P.O. Box 8980
Santa Fe, New Mexico 87504-8980

and

Peter Franklin
Modrall, Sperling, Roehl, Harris & Sisk, PA
123 E. Marcy St. #201
P.O. Box 9318
Santa Fe, New Mexico 87504-9318

For purposes of giving formal written notice, including notice of change of address, the addresses are as set forth in this paragraph unless changed by written notice. Notice may be given either in person or by certified U.S. mail, postage paid.

C. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

D. Changes to Agreement. Changes to this Agreement are not binding unless made writing and signed by all parties.

E. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is capable of completion.

F. Assignment. This Agreement will not be assigned without the prior written consent of the parties.

G. Recitals. The recitals set forth above are a material part of this Agreement and are incorporated by reference.

H. Recording. This Agreement shall be filed of record in the Taos County Clerk's Office, Taos County, New Mexico.

I. Governing Law. This Agreement shall be governed by and construed in accordance with the law of New Mexico.

J. Audit. The Village shall have the right to audit all expenditures of each District and expenditures of TSVI in connection with community facilities or public improvements to be dedicated to the Village, at no cost to the Village, through an accounting firm approved by the Village Treasurer.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Village has caused this Agreement to be executed in its corporate name and the seal of the Village affixed and attested by its duly authorized officers; the PID and the TIDD have each executed this Agreement in its corporate name and attested by its duly authorized officer; and TSVI has executed this Agreement in its respective corporate name and, as applicable, attested by its respective duly authorized officers.

VILLAGE OF TAOS SKI VALLEY,
NEW MEXICO

By: _____
Mayor

[SEAL]

ATTEST:

By: _____
Village Clerk

TAOS SKI VALLEY, INC.,
a New Mexico Corporation

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

VILLAGE OF TAOS SKI VALLEY
PUBLIC IMPROVEMENT DISTRICT

By: _____
_____, Its Chairperson

ATTEST:

By: _____
District Clerk

VILLAGE OF TAOS SKI VALLEY
TAX INCREMENT DEVELOPMENT DISTRICT

By: _____
_____, Its Chairperson

ATTEST:

By: _____
District Clerk

STATE OF NEW MEXICO)
) ss
COUNTY OF TAOS)

This instrument was acknowledged before me on _____, 2014, by _____,
Administrator of the Village of Taos Ski Valley, New Mexico.

(SEAL)

Notary Public

My Commission Expires:

STATE OF NEW MEXICO)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2014, by
_____, _____ of Taos Ski Valley, Inc., a New Mexico
corporation.

(SEAL)

Notary Public

My Commission Expires:

STATE OF NEW MEXICO)
) ss
COUNTY OF TAOS)

The foregoing instrument was acknowledged before on _____, 2014 by _____, as Chairperson of Village of Taos Ski Valley Public Improvement District.

(SEAL)

Notary Public

My Commission Expires:

EXHIBIT A

Legal Description of the Land

EXHIBIT B

PID Formation Resolution

[full Formation Resolution to be attached following adoption to
executed Master Development Agreement]

EXHIBIT C

TIDD Formation Resolution

[full Formation Resolution to be attached following adoption to
executed Master Development Agreement]

EXHIBIT D

Plan of Finance
(including Financing Sources and Uses for Project Infrastructure)

[to be attached]

EXHIBIT E

Public Improvement District Bond Financing Provisions
[Subject to Completion upon Adoption of PID Formation Resolution
and Modification in Conformity therewith]

1. PID Bonds to be Issued within Parameters Authorized by Formation Documents. The PID shall issue the Bonds in accordance with the Formation Resolution, the District General Plan and PID Feasibility Study. The PID may, in the future, issue district revenue bonds or special levy bonds as provided by the Act. Under no circumstances will the Village be obligated for the payment of bonds or other financial obligations of the PID.

A. Special Levy. The Special Levy, as defined in the Rate and Method of Apportionment of Special Levy (the "Rate and Method") attached to the District General Plan as Exhibit ___ shall be imposed on the taxable parcels of real property located in the PID (as identified in Section ___ and Exhibit ___ of the District General Plan) and the revenues of the Special Levy shall secure the debt service payments due on PID Bonds, as provided in the Act.

(i) The PID shall issue Special Levy Revenue Bonds in an estimated maximum aggregate principal amount of \$_____, in one or more series, the proceeds of which shall be used to defray the cost of constructing the Eligible Infrastructure not otherwise reimbursed to TSVI from other sources and for such other purposes authorized under the Act.

(ii) The Special Levy shall meet the following conditions, as set forth in Exhibit ___ of the PID Feasibility Study:

(aa) The maximum annual special levy for the PID will be \$_____.

(bb) The anticipated maximum annual special levy per dwelling unit is not expected to exceed (i) \$_____ per year for any residential property zoned ___, (ii) \$___ per year for any residential property zoned ___, (iii) \$___ per year for any residential property zoned ___, and \$___ year per net square foot of nonresidential property. The PID will not increase the maximum annual special levy except as permitted by the Act, pursuant to which the anticipated maximum special levy amounts set forth to be subject to further increases as imposed by the Governing Body of the PID pursuant to §§5-11-20(F)(1) NMSA 1978 and the Rate and Method. The maximum amount of special levy that may be imposed shall not be increased over time by an amount exceeding two percent per year, except that the annual special levy collected from each tract or lot may be increased by up to 10% per fiscal year due to delinquency or default by the owner of any other lot subject to the Special Levy.

(cc) Pursuant to the Rate and Method, the Special Levy shall be apportioned based on zoning category. The proceeds of the Special Levy shall be used to pay principal and interest on the District Bonds and to pay expenses pertaining to the billing, collection and administration of the Special Levy Bonds and the budgeted annual administrative costs of the PID.

2. Application of Proceeds of PID Bonds. In connection with the issuance and delivery of PID Bonds, proceeds of the Bonds shall be deposited to the credit of the "Project Fund" (to be defined in the Indenture) the balance remaining from the proceeds of the PID Bonds after the deposits for the payment of interest, costs of issuance, the debt service reserve account (if any) and such other funds and accounts as will be more specifically described in the Indenture. Moneys in the Project Fund shall be disbursed by the Trustee to TSVI to pay or reimburse TSVI for Reimbursable Costs of PID-Eligible components and the incidental and other costs and expenses eligible for payment from the proceeds of the Bonds under the PID Act and the Indenture, pursuant to disbursement procedures set forth in the Indenture.

3. PID Bond Financing Requirements. The issuance of the Bonds by the PID shall be subject to the following requirements and limitations:

A. The transaction shall include a reasonably required debt service reserve funded from bond proceeds or other legally available sources.

B. The Special Levy assessed on taxable parcels within the PID shall be sufficient to generate 110% of the maximum annual debt service requirements of all PID Bonds outstanding and proposed to be issued, plus annually budgeted administrative expenses of the PID.

C. The aggregate principal amount of the bonds shall constitute no more than 25% of the total value of the taxable parcels within the PID.

D. Unless otherwise authorized or limited by applicable law, the total overlapping tax and assessment burden, including the Special Levy, shall not exceed 1.95% of the average estimated value of each category of real property subject to the Special Levy assuming that a certificate of occupancy or completion has been issued.

E. TSVI shall have contributed minimum equity, excluding real property, of at least 20% of the cost of the Eligible Infrastructure components to be reimbursed with proceeds of PID Bonds.

F. The Indenture shall include a table identifying completed Eligible Infrastructure components for which (i) Reimbursable Costs have previously been paid, (ii) the source of such previous payment (e.g. PID, TIDD or other identified source), (iii) the Reimbursable Costs to be paid from proceeds of the bonds to which the Indenture relates, and (iv) the amount Reimbursable Costs which will remain unpaid.

G. If publicly marketed as securities without an investment grade rating, the Bonds shall include explicit disclosure of the investment risk associated with land-secured indebtedness either rated below investment grade or unrated.

H. PID financing shall have no direct or indirect negative impact on the debt or financing capabilities of the Village.

I. The transaction shall be subject to such other provisions as shall be mutually agreed upon by the Village, the PID and TSVI.

4. Plan of Finance. The PID shall implement the Plan of Finance attached to this Agreement as Exhibit ___ in accordance with the Formation Documents.

5. Procedures for Foreclosure in Connection with Delinquent Special Levies. Pursuant to §§ 5-11-20(G) and 5-11-23(F) NMSA 1978, as amended, and Section ___ of the PID Formation Resolution, the PID shall establish foreclosure and redemption procedures for delinquent special levies in substantially the following form:

A. The PID may institute foreclosure proceedings against a delinquent special levy after six months following written notice of the delinquency to the owner of the real property to which the delinquency applies. Delinquencies shall be determined as follows:

(i) On or before December 15 and May 15 of each year in which the Special Levy is in effect, the PID Treasurer or Special Levy consultant shall review the public records of Taos County relating to the collection of the Special Levy in order to identify the real property to which any Special Levy delinquency applies.

(ii) Within 60 days after identifying delinquencies in payment of the Special Levy in each year in which the Special Levy is in effect, the PID shall provide written notice of delinquency ("Notice") to the owner of any parcel determined to be delinquent, which Notice shall state (1) the amount of the delinquency as of the date of the Notice, (2) that the delinquency, including applicable interest and penalties, must be cured within 180 days following the date of the Notice (the "Notice Date"), and (3) if the delinquency is not cured within that 180-day period, the PID or its designee shall have the power to commence foreclosure proceedings with respect to the real property to which the delinquency applies.

(iii) Not later than 15 days after the expiration of the 180-day period provided in a Notice, the PID shall have the power to institute foreclosure proceedings with respect to all parcels or tracts for which a Notice has been provided. (ii) Any proceedings of the PID for foreclosure of special levy delinquencies shall be instituted and pursued in the manner provided by law for the foreclosure of mortgages on real estate.

B. In any action seeking the foreclosure of a special levy lien after special levy bonds have been issued, if there is no other purchaser for the tract of land having a delinquent special levy, the PID or the Trustee may:

(i) Purchase the tract or parcel sold at the foreclosure sale; and

(ii) Bid, in lieu of cash, the amount of the special levy, interest, penalties, attorneys' fees, and costs found by the court to be due and payable under the Notice of Formation and Imposition of Special Levy filed of record in the Taos County Clerk's Office,

Taos County, New Mexico, creating the lien and any cost taxed by the court in the foreclosure proceedings against the property ordered sold.

(iii) Upon the purchase of the tract or parcel, title to the tract or parcel of land, subject to the right of redemption provided by paragraph (vi) of this section, vests in the Trustee of the fund from which the special levy bonds are payable.

C. No real property shall be sold to satisfy a delinquent assessment until at least fifteen days after the date of the order, judgment or decree of the court, within which time the owner of the tract or parcel of land may pay off the decree and avoid the sale.

D. After the expiration of the fifteen-day period, the property may be sold at a public or private sale subject to the right of redemption.

E. Any property sold under any order, judgment, or decree of court to satisfy the special levy lien may be redeemed at any time within one year of the date of sale by the owner or mortgage holder or other person having an interest, or their assigns, by repaying to the purchaser or his assign the amount paid plus interest from the date of purchase at a rate of twelve percent per year.

F. The proceeds of the sale of the foreclosed tract or parcel of land at either a public or private sale shall be applied as follows:

(i) First, to the payment of costs in giving notice of the sale and of conducting the sale;

(ii) Second, to costs and fees taxed against the tract or parcel of land in the foreclosure proceedings;

(iii) Third, on a pro rata basis, to the indebtedness claimed under the special levy lien and any other lien on the property that has a priority coequal to the special levy lien;

(iv) Fourth, after all costs, liens, assessments, and taxes are paid, to the former owner, mortgage holder or other parties having an interest in the tract or parcel, upon the foregoing person's providing satisfactory proof to the court of the interest and upon approval of the court.

G. Special Levy revenue shall be paid into the proper funds and accounts established in the PID Indenture for payment of the principal and interest on special levy bonds, costs of collection and other annually budgeted administrative expenses of the PID.

H. No public rights of way or public property shall be subject to foreclosure pursuant to this Agreement.

EXHIBIT F

Tax Increment Development District Bond Financing Provisions [Subject to Completion upon Adoption of TIDD Formation Resolution and Modification in Conformity therewith]

1. TIDD Bonds to be Issued within Parameters Authorized by Formation Documents. The District may issue TIDD Bonds payable from Tax Increment Revenues in accordance with the Tax Increment Development Plan, this Agreement and the Indenture.

A. Dedicated Village Gross Receipts Tax Increment Revenue.

(i) The Village has dedicated seventy-five percent (75%) of the Gross Receipts Tax Increment Revenue generated within the TIDD to the payment of debt service on TIDD Bonds.

(ii) The dedicated Village Gross Receipts Tax Increment Revenue consists of the incremental revenues of

(a) the general purposes municipal gross receipts taxes referenced in §5-15-15(B)(1) of the TIDD Act (the "General Purposes GRT"), currently imposed at the rate of 1.50% of the taxable gross receipts in the TIDD;

(b) the municipal environmental services gross receipts taxes referenced in §5-15-15(B)(2) of the TIDD Act (the "Environmental GRT"), currently imposed at the rate of 0.0625% of the taxable gross receipts in the TIDD;

(c) the municipal infrastructure gross receipts taxes referenced in §5-15-15(B)(3) of the TIDD Act (the "Municipal Infrastructure GRT") currently imposed at the rate of 0.25% of the taxable gross receipts in the TIDD;

(d) the municipal capital outlay gross receipts taxes referenced in §5-15-15(B)(4) of the TIDD Act (the "Municipal Capital Outlay GRT") currently imposed at the rate of 0.25% of the taxable gross receipts in the TIDD; and

(e) the state shared gross receipts taxes distributed to the Village pursuant to §7-1-6.4 NMSA 1978, as provided in §5-15-15(B)(6) of the Act, currently imposed at the rate of 1.225% of the taxable gross receipts in the TIDD which, together with the General Purposes GRT, the Environmental GRT, the Municipal Infrastructure GRT and the Municipal Capital Outlay GRT, is equal to an aggregate 3.2875% of the taxable gross receipts in the TIDD.

(iii) The dedicated Village Gross Receipts Tax Increment Revenue shall include any amendments to or replacements thereof (together, the "Village Gross Receipts Tax Increment Revenue"), but shall not include any future gross receipts tax enactments or

increases by the Village ("Additional GRT Enactments") without dedication by the Village of such Additional GRT Enactments. In connection with Additional GRT Enactments, if any, the "Base Gross Receipts Taxes" as defined in §5-15-3(A) of the TIDD Act shall not include any increases to such Base Gross Receipts Taxes resulting from the application of §5-15-3(A)(2) of the TIDD Act to Additional GRT Enactments.

B. Dedication of State Gross Receipts Tax Increment Revenue.

(i) The Village has applied to the State Board of Finance for a dedication of 75% of the State Gross Receipts Tax revenue, which is State Gross Receipts Tax is currently imposed at the rate of 5.125% of the taxable gross receipts in the TIDD (the "State GRT Increment").

(ii) In the event that the State Board of Finance approves the application for dedication of State Gross Receipts Tax Increment and the Legislature of the State enacts legislation appropriating such moneys (the "Appropriation"), the provisions, terms and conditions of the Appropriation and the State Board of Finance approval shall govern the pledge of State Gross Receipts Tax Increment Revenue by the TIDD and the issuance of tax increment revenue bonds secured thereby, including without limitation requirements, if applicable, for review and approval by the New Mexico Finance Authority of the indenture or indentures under which such bonds are to be issued prior to issuance, amendments to the indentures prior to such amendments becoming effective.

(iii) Except to the extent inconsistent with the provisions of the immediately preceding subparagraph (ii), the other terms and provisions of this Agreement, including those contained in this Exhibit F, shall apply to the use of State GRT Increment by the TIDD.

C. Dedication of Village Property Tax Increment Revenue. The Village has dedicated 75% of the *ad valorem* Village property tax generated within the TIDD, which property tax is currently imposed by the Village at the rate of \$7.65 per \$1,000 of taxable property value within the Village.

D. Collection and Remittance of Tax Increment Revenue. Tax Increment Revenues shall be collected and remitted to the TIDD at the first possible time that remittance can be accomplished following the formation of the TIDD, as provided in the TIDD Act. The TIDD will pledge, pursuant to the TIDD Indenture, such increment revenue as security for the TIDD Bonds. The TIDD may, in the future, issue TIDD Bonds as provided by the Act, the TIDD Formation Resolution, the TIDD Plan and this Agreement.

E. Under no circumstances will the Village be responsible for the payment of TIDD bonds or any other financial obligations of the TIDD. All bonds issued by the TIDD shall state that the owners of the TIDD Bonds shall have no recourse to the taxing power of the Village or to any Village property, funds or resources, other than Tax Increment Revenues dedicated to the TIDD. Tax Increment Revenues collected or received by the TIDD shall be deemed to be held in trust and shall be deposited by the TIDD with the Trustee under an

Indenture or Indentures as required in order for the TIDD to meet its obligations under this Agreement.

F. In the event that Tax Increment Revenues decline by any act of the State of New Mexico to reduce the amount of state shared gross receipts taxes distributed to the Village pursuant to §7-1-6.4 NMSA 1978, as provided in §5-15-15(B)(6) of the Act, then the Village shall have neither liability as to decreases in the Tax Increment Revenues caused by any such State action nor obligation to dedicate additional Tax Increment Revenue to the District.

2. Issuance of TIDD Bonds. Pursuant to and in compliance with the Act, the TIDD Resolution and the Tax Plan, the TIDD shall be authorized to issue one or more series of TIDD Bonds, net proceeds which shall be used for the purpose of reimbursing TSVI for the actual costs of completed Eligible Infrastructure components not reimbursed from any other financing source.

A. Reimbursable costs may include, without limitation, costs of TIDD formation, planning, design, engineering, surveying, testing, storm water pollution prevention plan compliance, construction, pre-completion stabilization, maintenance and inspections, construction management not to exceed (5%) of the contract price, permit and inspection fees, gross receipts taxes or acquisition of such infrastructure construction contingencies not to exceed an aggregate of 25% of hard costs, and gross receipts taxes, in an amount not to exceed the actual cost of the Eligible Infrastructure components.

B. Proceeds of TIDD Bonds may also be used to fund debt service reserves, capitalized interest, credit enhancement, costs of issuance and sale and other costs normally associated with the issuance of TIDD Bonds as permitted by the TIDD Act.

C. The maximum aggregate principal amount of TIDD Bonds issued by the District shall not exceed the lesser of (i) Reimbursable Costs, plus amounts to be used to fund debt service reserves, capitalized interest, credit enhancement, costs of issuance and sale, and other costs normally associated with the issuance of TIDD Bonds as permitted by the Act, or (ii) \$40,000,000, plus the amount determined as the increase in the cost of constructing public infrastructure improvements by applying the Construction Cost Index applicable to the Albuquerque region published in ENR.com by the McGraw-Hill Companies (or, in the event such index is no longer published at the applicable time, such other index of construction costs as the TIDD and the Village Administrator or successor in function mutually determine is acceptable for purposes of this Agreement and the Formation Documents).

3. Bond Financing Requirements. All TIDD Bonds shall be issued within the parameters set forth in the Finance Plan and Schedule attached to this Agreement as Exhibit D and the TIDD Plan.

A. It is anticipated that the TIDD will issue up to 5 series of short-term Tax Increment Revenue Bonds maturing not later than 30 days after issuance.

B. Longer-term Tax Increment Revenue Bonds shall be issued in accordance with the Plan of Finance included in the TIDD Plan, except as otherwise agreed by TSVI and the TIDD.

C. Longer-term Tax Increment Revenue Bonds shall include a reasonably required debt service reserve funded from bond proceeds or other legally available sources.

D. TSVI shall have contributed minimum equity, excluding real property, of at least 20% of the Reimbursable Costs of Eligible Infrastructure components to be reimbursed with proceeds of TIDD Bonds, which contribution shall be reimbursable to TSVI, as provided in the Formation Documents and the TIDD Act.

E. The Indenture shall include a table identifying completed Eligible Infrastructure components for which (i) Reimbursable Costs have previously been paid, (ii) the source of such previous payment (e.g. PID, TIDD or other identified source), (iii) the Reimbursable Costs to be paid from proceeds of the bonds to which the Indenture relates, and (iv) the amount Reimbursable Costs which will remain unpaid.

F. If publicly marketed as securities without an investment grade rating, the Bonds shall include explicit disclosure of the investment risk associated with land-secured indebtedness either rated below investment grade or unrated.

G. TIDD financing shall have no direct or indirect negative impact on the debt or financing capabilities of the Village.

H. Each transaction shall be subject to such other provisions as shall be mutually agreed upon by the Village, the PID and TSVI.

4. No Operating Tax Levy. The TIDD shall not be authorized to impose an operating tax levy not to exceed \$5.00 per \$1,000 of the assessed value of the taxable property within its boundaries, as provided in Section 5-15-13 of the Act.