

SPECIAL MEETING  
OF THE BOARD OF DIRECTORS OF THE  
VILLAGE OF TAOS SKI VALLEY TAX INCREMENT DEVELOPMENT DISTRICT

Snakedance Condominiums Hondo Restaurant  
110 Sutton Place, Taos Ski Valley, New Mexico

November 14, 2017  
10:00 a.m.

AGENDA

1. Call to order and Roll Call
2. Approval of Agenda
3. Consideration to Approve the Minutes of the October 10, 2017 Regular Meeting of the Board of Directors of the Village of Taos Ski Valley Tax Increment Development District
4. Other Business
  - A. Consideration to Approve **Resolution No. 2018-16** A RESOLUTION OF THE BOARD OF DIRECTORS OF THE VILLAGE OF TAOS SKI VALLEY TAX INCREMENT DEVELOPMENT DISTRICT (THE "TIDD BOARD") RELATING TO THE ISSUANCE OF A SENIOR LIEN TAXABLE DRAW-DOWN TAX INCREMENT REVENUE BOND, SERIES 2017 WITH NET PROCEEDS NOT TO EXCEED \$44,000,000, SUBJECT TO INCREASE BASED ON A SPECIFIED CONSTRUCTION COST INDEX, TO FINANCE THE ACQUISITION OF AND REIMBURSEMENT FOR CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS, TO BE SECURED BY GROSS RECEIPTS TAX INCREMENT REVENUES AND PROPERTY TAX INCREMENT REVENUES GENERATED WITHIN THE DISTRICT; MAKING FINDINGS RELATED TO THE PUBLIC INFRASTRUCTURE IMPROVEMENTS; AUTHORIZING THE SUBMITTAL OF A MASTER INDENTURE OF TRUST AND SUPPLEMENTAL INDENTURE NO. 1 OR OTHER APPROPRIATE INSTRUMENTS FOR THE REVIEW AND APPROVAL OF THE NEW MEXICO FINANCE AUTHORITY; PROVIDING THAT THE FINAL TERMS OF THE BOND WILL BE ESTABLISHED IN A SUPPLEMENTAL RESOLUTION OF THE TIDD BOARD; RATIFYING PRIOR CONSISTENT ACTION; AND REPEALING PRIOR INCONSISTENT ACTION.
5. Miscellaneous
6. Announcement of the Date, Time, & Place of the Next Meeting of the TIDD Board
7. Adjournment

NOTICE OF MEETING  
OF THE BOARD OF DIRECTORS OF THE  
VILLAGE OF TAOS SKI VALLEY TAX INCREMENT DEVELOPMENT DISTRICT

NOTICE IS HEREBY GIVEN that a special meeting of the Board of Directors of the Village of Taos Ski Valley Tax Increment Development District will be held at the Snakedance Condominiums Hondo Restaurant, 110 Sutton Place, Taos Ski Valley, New Mexico on November 14, 2017, at 10:00 a.m. The meeting will be open to the public. An agenda for the meeting may be obtained 72 hours prior to the meeting at the Village Administrator's Office, Village of Taos Ski Valley, New Mexico.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Village of Taos Ski Valley Tax Increment Development District, c/o the Village Administrator, Taos Ski Valley, New Mexico 87525 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Village of Taos Ski Valley Tax Increment Development District, c/o the Village Administrator, telephone number: (575) 776-8220, Taos Ski Valley, New Mexico 87525 if a summary or other type of accessible format is needed.

Village of Taos Ski Valley Tax Increment Development District  
PO Box 100, 7 Firehouse Road, Taos Ski Valley, NM 87525  
(575) 776-8220 (575) 776-1145 Fax  
Chairperson: Neal King  
Vice-Chair: Stephanie Schardin Clarke, Deputy Secretary, DFA  
Board Members: Richard Duffy, Chaz Rockey, Tom Wittman  
Co-Treasurers: Nancy Grabowski, Chaz Rockey  
Clerk: Ann M. Wooldridge

**VILLAGE OF TAOS SKI VALLEY  
TAX INCREMENT DEVELOPMENT DISTRICT BOARD  
DRAFT REGULAR MEETING MINUTES  
SNAKEDANCE CONDOMINIUMS HONDO RESTAURANT  
TAOS SKI VALLEY, NEW MEXICO  
THURSDAY, OCTOBER 10, 2017, 10:00 A.M.**

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**1. CALL TO ORDER**

The regular meeting of the Village of Taos Ski Valley Tax Increment Development District (TIDD) Board of Directors was called to order by Chairperson King at 10:00 a.m. The notice of the regular meeting was properly posted.

**ROLL CALL**

Ann Wooldridge, TIDD Clerk, called the roll and a quorum was present.

**TIDD Board Members Present**

Chairperson Neal King  
Vice-Chair Stephanie Schardin Clarke (by phone)  
Board Member Chaz Rockey, Co-Treasurer  
Board Member Tom Wittman

**TIDD Board Members Absent**

Board Member Richard Duffy

**TIDD Board Staff Present**

TIDD Clerk Ann Wooldridge  
TIDD Co-Treasurer Nancy Grabowski  
TIDD Attorney Dennis Romero  
TIDD Bond Counsel Jill Sweeney (by phone)

**2. APPROVAL OF THE AGENDA**

**MOTION: To approve the agenda as presented**

**Motion: Board Member Wittman      Second: Board Member Rockey      Passed: 4-0**

**3. Consideration to Approve the Minutes of the July 27, 2017 Regular Meeting of the Board of Directors of the Village of Taos Ski Valley Tax Increment Development District**

**MOTION: To Approve the Minutes of the July 27, 2017 Regular Meeting of the Board of Directors of the Village of Taos Ski Valley Tax Increment Development District**

**Motion: Board Member Wittman      Second: Board Member Rockey      Passed: 4-0**

**4. Other Business**

A. Consideration to Approve Resolution No. 2018-15 Approving the 1st Quarter Financial data to be submitted to the Department of Finance, Local Government Division by October 31, 2017

It is required to have quarterly financial information submitted no later than 30 days after the close of each quarter, according to the Department of Finance Local Government Division. Staff is submitting this report to the Board for their review and acknowledgement of the financial status of the TIDD as of September 30, 2017.

**MOTION: To Approve Resolution No. 2018-15 Approving the 1st Quarter Financial data to be submitted to the Department of Finance, Local Government Division by October 31, 2017**

**Motion: Board Member Wittman      Second: Board Chairperson King**

Co-Treasurer Grabowski reported that the ending first quarter balance is \$3,738,087. The net ordinary income for the quarter is \$-292.86, because of a drop in GRT collections. Board Member Rockey reported that according to his calculations the TIDD has a shortage of incremental GRT of around \$600,000. There appears to be a need to formalize a request to the NM Tax and Revenue Department to straighten out the tax revenue. The incremental tax above the baseline appears to be very

high some months, and very low other months, and with little relationship to what the Village is receiving as part of the baseline. Chairperson King reported that the New Mexico Municipal League may be looking into GRT distributions and reporting from NM Tax and Revenue for all entities in the State. Board Member Rockey said that members of the Legislative Finance Committee who met recently in Taos Ski Valley were in favor of consolidating the location codes for the Village and for the TIDD, which would make a big difference in straightening out the baseline and increment calculations, he thought. Board Member Clarke said that there had been a lot of turnover in staff at NM Tax and Revenue, which may be causing some difficulties.

**Chairperson King called for a vote.**

**Passed: 4-0**

**B. Discussion of Bond Purchase Agreement**

TSVI Attorney Franklin explained that he will be bringing a Resolution to the Board next month to authorize the issuance of a taxable draw-down tax increment revenue bond with maximum net proceeds of \$44,000,000. An accompanying Bond Purchase Agreement will be required. Issuing one bond at a single time greatly reduces the cost of bond issuance. The alternative is to issue bonds each quarter or each year. Under the terms of the Master Development Agreement, TSVI can request reimbursement for public infrastructure once the Village has accepted it. As TIDD funds accumulate, TSVI can request more reimbursement funds from the TIDD.

After adoption of the Resolution in mid-November at a special meeting of the TIDD Board, the documents will be sent to the Finance Authority for review and approval, after which TSVI hopes to make a request for distribution in this calendar year. Reimbursements to the Developer are considered an operating expense of the TIDD, it was explained.

Attorney Romero said that he has reviewed the documents for bond issuance and the working group will be meeting again soon. Bond Counsel Jill Sweeney, with Sherman & Howard, is representing the TIDD Board on the bond purchase.

**C. Discussion of Future TIDD Board Elections**

Chairman King said that since two Board members' terms will be up for re-election in 2019, it will be necessary to start thinking about how the election will be conducted. Attorney Romero will look into the requirements for TIDD Board member elections.

**D. Developer Update**

Board Member Rockey presented an updated finance plan with an added column for information about the timing of infrastructure projects. He said that this year, TSVI has concentrated on the Strawberry Hill crossing and utilities, and the Ernie Blake Road river crossing. Next year, they will be working on the Ernie Blake Road and Thunderbird Road improvements. The financing and the plans for these projects will need to be finalized in conjunction with the Village, he said.

Board Member Rockey reported that in addition to the \$1,500,000 spent on public improvements on Strawberry Hill, TSVI has spent \$8,000,000 on private improvements on Strawberry Hill. He said that they continue to work with Kit Carson Electric about Kit Carson's contribution to the utility trench of \$1,750,000. Kit Carson CEO Luis Reyes has reported that Kit Carson has obtained the cable to install in the conduit. The project should take about four weeks, and Kit Carson hopes to complete the installation this fall.

**5. Miscellaneous**

**A.** A special meeting of the Board will take place in November.

**6. Announcement of the Date, Time, & Place of the Next Meeting of the TIDD Board**

The next meeting of the Village of Taos Ski Valley Tax Increment Development District (TIDD) Board will take place at a special meeting on Tuesday, November 14, 2017 at 10:00 a.m. at the Snakedance Condominiums Hondo Restaurant.

**5. ADJOURNMENT**

**MOTION: To Adjourn**

**Motion: Board Member Wittman**

**Second: Board Member Rockey**

**Passed: 4-0**

The meeting was adjourned at 11:00 a.m.

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Neal King, Chair

ATTEST:

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Ann M. Wooldridge, Clerk

VILLAGE OF TAOS SKI VALLEY  
TAX INCREMENT DEVELOPMENT DISTRICT  
RESOLUTION NO. 2018-16

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE VILLAGE OF TAOS SKI VALLEY TAX INCREMENT DEVELOPMENT DISTRICT (THE "TIDD BOARD") RELATING TO THE ISSUANCE OF A SENIOR LIEN TAXABLE DRAW-DOWN TAX INCREMENT REVENUE BOND, SERIES 2017 WITH NET PROCEEDS NOT TO EXCEED \$44,000,000, SUBJECT TO INCREASE BASED ON A SPECIFIED CONSTRUCTION COST INDEX, TO FINANCE THE ACQUISITION OF AND REIMBURSEMENT FOR CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS, TO BE SECURED BY GROSS RECEIPTS TAX INCREMENT REVENUES AND PROPERTY TAX INCREMENT REVENUES GENERATED WITHIN THE DISTRICT; MAKING FINDINGS RELATED TO THE PUBLIC INFRASTRUCTURE IMPROVEMENTS; AUTHORIZING THE SUBMITTAL OF A MASTER INDENTURE OF TRUST AND SUPPLEMENTAL INDENTURE NO. 1 OR OTHER APPROPRIATE INSTRUMENTS FOR THE REVIEW AND APPROVAL OF THE NEW MEXICO FINANCE AUTHORITY; PROVIDING THAT THE FINAL TERMS OF THE BOND WILL BE ESTABLISHED IN A SUPPLEMENTAL RESOLUTION OF THE TIDD BOARD; RATIFYING PRIOR CONSISTENT ACTION; AND REPEALING PRIOR INCONSISTENT ACTION.

Capitalized terms not defined herein shall have the meanings assigned to such terms in the Master Agreement and the Master Trust Indenture, each as defined herein.

WHEREAS, pursuant to Amended and Restated Resolution No. 2015-275 (the "Formation Resolution"), the Village of Taos Ski Valley, New Mexico (the "Village") pursuant to the Tax Increment for Development Act, Sections 5-15-1 through 5-15-28 NMSA 1978 (the "Act"), approved a tax increment development plan (the "TIDD Plan") and the formation of a Tax Increment Development District as described in the TIDD Plan (the "TIDD"), and called for a special election to be held on January 30, 2015 on the question whether the TIDD should be formed and the question whether property tax increment bonds should be issued (the "Election"); and

WHEREAS, pursuant to the Formation Resolution, the Election was held on January 30, 2015 at which a majority of the votes cast approved the formation of the TIDD and authorized the issuance of Property Tax Increment Bonds in a principal amount not to exceed \$40,000,000, as confirmed by a Certificate of Canvass of the Canvassing Board (consisting of the Village Clerk and the Village Council of the Village of Taos Ski Valley) dated February 3, 2015; and

WHEREAS, the TIDD was formed for the purpose of financing a portion of the costs of Public Infrastructure, which is eligible for financing by the TIDD and which

generally includes 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 TIDD, 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 and gross receipts taxes relating to the Public Infrastructure; and

WHEREAS, pursuant to the Formation Resolution, the Village dedicated to the TIDD seventy-five percent (75%) of the Village GRT Increment (as defined in the Formation Resolution) revenues generated within the TIDD and seventy-five percent (75%) of the *ad valorem* property tax increment revenue attributable to the operational *ad valorem* tax levied by the Village on taxable parcels within the TIDD for the purpose of paying the principal of and interest on the tax increment revenue bonds issued by the TIDD and for such other TIDD purposes which are authorized by law, which was effective on February 3, 2015; and

WHEREAS, pursuant to Section 5-15B-1 NMSA 1978, the Legislature of the State of New Mexico (the "State") has authorized the TIDD to issue bonds not to exceed \$44,000,000 in net proceeds, as adjusted for inflation, secured by tax increment revenues authorized by the Act; and

WHEREAS, pursuant to a resolution adopted on January 30, 2015, the State Board of Finance dedicated to the TIDD fifty percent (50%) of the State Gross Receipts Tax Increment revenue generated within the TIDD for the purpose of paying the principal of and interest on the tax increment revenue bonds issued by the TIDD and for such other TIDD purposes which are authorized by law; and

WHEREAS, pursuant to Resolution No. 2015-11 adopted on February 17, 2015, the Board of Commissioners of Taos County, New Mexico (the "County") dedicated to the TIDD thirty-five percent (35%) of the *ad valorem* property tax increment revenue attributable to the operational *ad valorem* property tax levied by the County on taxable parcels within the TIDD for the purpose of paying the principal of and interest on tax increment revenue bonds issued by the TIDD and for such other TIDD purposes which are authorized by law; and

WHEREAS, the TIDD is a political subdivision of the State of New Mexico (the "State"), separate and apart from the Village, the County and the State; and

WHEREAS, the TIDD, the Village and Taos Ski Valley, Inc. ("TSVI") have entered into an Amended and Restated Master Development Agreement dated as of July 14, 2015 (the "Master Agreement"), which provides, among other things, for the construction of Public Infrastructure as described in the immediately following subparagraphs, the dedication of the Public Infrastructure to the Village, and

reimbursement to TSVI for eligible costs incurred in constructing the Public Infrastructure from proceeds of bonds issued by the TIDD as provided in the Act:

(a) TSVI will contract for the construction of the Public Infrastructure, as more fully described in the Improvement Location Map included in the TIDD Plan as *Exhibit 1*, and which includes the following:

(1) improvements to the core Village ("Core Village Improvements"), and Kachina area ("Kachina Improvements" and, together with the Core Village Improvements, the "Village Improvements"), including the following:

(aa) 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");

(bb) 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");

(cc) 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");

(2) 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;

(b) Upon completion of individual Village Improvements and Offsite Utility Improvements (collectively and individually, "Public Infrastructure"), TSVI shall notify the Village that it has completed the construction of individual components of Public Infrastructure and shall arrange for inspection by the Village;

(c) Following inspection by the Village and its determination that the Public Infrastructure has been constructed in accordance with all applicable standards and requirements of the Village or other governmental entity with jurisdiction over such improvements, are suitable for dedication to the Village or other governmental entity with jurisdiction over such improvements, the Public Infrastructure will be dedicated and

conveyed to the Village or other appropriate governmental entity and otherwise be owned and operated by the Village as provided in the Master Agreement; and

(d) The acceptance by the Village of dedicated Public Infrastructure will be evidenced by the delivery of a Certificate of Completion and Acceptance to TSVI, upon which delivery the TIDD shall be obligated to reimburse TSVI or its designee for the Reimbursable Costs of such component, which obligation shall be contingent upon the issuance of bonds by the TIDD or the availability of funds from other sources, sufficient to reimburse TSVI for such actual costs, subject to the conditions and limitations set forth in the Master Agreement.

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WHEREAS, the Village has accepted the dedication by TSVI of Public Infrastructure consisting of Plaza Improvements, Road Improvements and Offsite Utility Improvements which are more particularly described in the instruments of dedication, copies of which have been provided to the Board of Directors of the TIDD (the "TIDD Board"); and

WHEREAS, the total cost of the dedicated Public Infrastructure to date is approximately \$14,700,000; and

WHEREAS, TSVI has not previously been reimbursed from proceeds of tax increment revenue bonds issued by the TIDD; and

WHEREAS, the Master Agreement provides that:

(a) the TIDD may issue either a Draw-down Bond (defined in the Master Agreement as a bond issued by the TIDD in a maximum principal amount not to exceed the amount authorized in Section 5-15B-1 NMSA 1978, pursuant to which advances made by the purchaser of the Draw-down Bond are made at the request of TSVI and are repaid in 30 days or less, with interest, by the TIDD from specified accumulated Tax Increment Revenue), or short-term taxable bonds ("Short-term Bonds") on an annual or more frequent basis; and that both the TIDD Draw-down Bond and Short-term Bonds will be payable from accumulated, non-recurring Gross Receipts Tax Increment Revenue;

(b) the TIDD may issue longer term tax-exempt Bonds ("Long-term Bonds") at such times and in such aggregate principal amounts as can be supported by recurring Tax Increment Revenue; provided that the debt service coverage requirements and covenants concerning the issuance of additional bonds in the Master Indenture are satisfied.



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WHEREAS, the TIDD Board has determined and hereby determines that, at this time, the most cost effective approach to reimbursing TSVI for the costs of Public Infrastructure is to issue a Draw-down Bond as provided in this Resolution; and

WHEREAS, in connection with this Resolution, the TIDD Board has been presented with a form of bond purchase agreement for purchase of the Bond by an affiliate of TSVI (the "Purchaser"), which provides for the purchase of a Draw-down Bond (the "Bond") by the Purchaser and for advances against the maximum principal amount of the Draw-down Bond to the TIDD for reimbursement of TSVI following acceptance of Public Infrastructure by the Village; and

WHEREAS, the Bond will be issued under a Master Indenture of Trust dated as of December 1, 2017 (the "Master Indenture"), as supplemented and amended by Supplemental Indenture No. 1 dated as of December 1, 2017 (the "First Supplement" and, together with the Master Indenture, the "Indenture"), each between the TIDD and BOKF, NA, as trustee, which will establish the maximum net proceeds, interest rate, provisions for the payment of debt service on, and repayment of advances of principal of, the Bond from pledged Tax Increment Revenue; and

WHEREAS, the TIDD Board intends to issue its Bond following the approval of the Indenture by the New Mexico Finance Authority, as provided Section 5-15B-1 through -4 NMSA 1978; and

WHEREAS, all authorizations required for issuance of the Bond, including the approval of the Indenture by the New Mexico Finance Authority, have been obtained or will be obtained prior to issuance and delivery of the Bond.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE VILLAGE OF TAOS SKI VALLEY TAX INCREMENT DEVELOPMENT DISTRICT:

Section 1.     Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the TIDD Board directed toward the Public Infrastructure and the issuance of the Bond for the Public Infrastructure is ratified, approved and confirmed.

Section 2.     Acquisition of Public Infrastructure; Findings.

A.     The financing or reimbursement of costs of the Public Infrastructure with proceeds of the Bond and the method of financing the Public Infrastructure are consistent with the TIDD Plan, as amended.

B.     The Public Infrastructure to be financed with proceeds of the Bond consists of improvements approved by the Village and ratified by an approving vote at the Election for tax increment financing pursuant to the TIDD Plan.

C. The issuance of the Bond is necessary and in the interest of the TIDD and the Village.

Section 3. Authorization, Form and Detail of Bond.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the TIDD Board. Pursuant to the Act, the TIDD will issue its fully registered revenue bond to be designated "Village of Taos Ski Valley Tax Increment Development District Senior Lien Taxable Draw-Down Tax Increment Revenue Bond, Series 2017" in a principal amount not to exceed net proceeds of \$44,000,000, as adjusted for inflation in accordance with 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).

B. Details of Bond. As provided in the Bond Purchase Agreement, upon request of TSVI and the TIDD, the Purchaser shall make advances of portions of principal of the Bond, which shall be repaid to the Purchaser, together with interest at the rate to be specified in the First Supplement (the "Specified Rate") on an Advance Repayment Date to be specified in the request for the advance and which will be within 30 days after the date of the advance by the Purchaser. The Bond shall bear interest at the Specified Rate, calculated on the basis of a 365-day year. Interest on the Bond shall be includable in gross income for federal tax purposes under the Internal Revenue Code of 1986, as amended.

C. Final terms and Form of the Bond. The final terms and form of the Bond, the Master Indenture and the First Supplement shall be approved as provided by Supplemental Resolution as provided in Section 5 of this Resolution.

Section 4. Special Obligations. The Bond and the payment of principal and interest thereon shall be special obligations of the TIDD and shall be payable and collectible solely from the Village Gross Receipts Tax Increment Revenue, Village Property Tax Increment Revenue, County Property Tax Increment Revenue and State Gross Receipts Tax Increment Revenue, which revenue will be pledged (collectively, the "Pledged Revenues"). The Bond is not a general obligation, debt or liability of the State, the Village or the County, none of the State, the Village or the County shall be liable on the Bond and none of the State, the Village or the County have pledged their full faith and credit to the Bond. The principal of, interest on and any payment requirement related to the Bond shall not constitute or give rise to a pecuniary liability on the part of the members, directors or officers of the TIDD. No breach of any pledge, obligation or agreement of the TIDD shall impose a pecuniary liability or charge upon the general credit or taxing power of the State, the Village or the County, or any political subdivision of the State other than the TIDD. The owner of the Bond shall have no recourse to the taxing power of the Village or to any Village property, funds or resources, other than the Village Gross Receipts Tax Increment Revenue and the Village Property Tax Increment

Revenue dedicated to the TIDD. No recourse shall be had for the payment of the principal or interest of the Bond or for any claim based thereon, or otherwise, against any individual officer or other agent of the State, past, present or future, either directly or indirectly or otherwise, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any penalty, or otherwise, all such liability, if any, being by acceptance by the owner of the Bond and as a part of the consideration of its issuance specially waived and released.

Section 5. Supplemental Resolution. Forms of the Master Indenture and the First Supplement shall be submitted for the approval of the New Mexico Finance Authority and thereafter approved by the TIDD Board, with such changes as may be required by the New Mexico Finance Authority, in a resolution of the TIDD Board (the "Supplemental Resolution"). The Supplemental Resolution shall provide for the final terms of the Bond and its execution, authentication, issuance and delivery. The Supplemental Resolution shall approve the forms, terms and provisions of the Master Indenture, the First Supplement and the Bond Purchase Agreement and the execution and delivery of the Master Indenture, the First Supplement and the Bond Purchase Agreement, the sale of the Bond, and such other agreements and instruments as may be necessary or convenient to accomplish the issuance, execution and delivery of the Bond and the purposes of this Resolution.

Section 6. Authority to Execute and Deliver Closing Certificates. The presiding officer of the TIDD, the Secretary of the Board and the Co-Treasurers of the TIDD are hereby authorized to execute and deliver such other certificates, instruments and agreements as may be necessary to complete the transactions contemplated in this Resolution, as recommended by the TIDD's municipal advisor or bond counsel.

Section 7. Prior Inconsistent Action Repealed. All bylaws, ordinances and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, or resolution, or part thereof, heretofore repealed.

Section 8. Effective Date. This Resolution shall be effective immediately as provided by law.

Section 9. Severability. If any section, paragraph, clause or provision hereof shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 10. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

(Form of Summary of Resolution for Publication)

Village of Taos Ski Valley  
Tax Increment Development District  
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in a resolution, duly adopted and approved by the Board of Directors of the Village of Taos Ski Valley Tax Increment Development District on November 14, 2017, relating to the issuance of the District's Senior Lien Taxable Draw-Down Tax Increment Revenue Bond, Series 2017. Complete copies of the Resolution are available for public inspection during the normal and regular business hours of the District Clerk, c/o Village Administrator, 7 Firehouse Road, Taos Ski Valley, New Mexico 87525, Telephone: (575) 776-8220.

The title of the Resolution is:

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE VILLAGE OF TAOS SKI VALLEY TAX INCREMENT DEVELOPMENT DISTRICT (THE "TIDD BOARD") RELATING TO THE ISSUANCE OF A SENIOR LIEN TAXABLE DRAW-DOWN TAX INCREMENT REVENUE BOND, SERIES 2017 WITH NET PROCEEDS NOT TO EXCEED \$44,000,000, SUBJECT TO INCREASE BASED ON A SPECIFIED CONSTRUCTION COST INDEX, TO FINANCE THE ACQUISITION OF AND REIMBURSEMENT FOR CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS, TO BE SECURED BY GROSS RECEIPTS TAX INCREMENT REVENUES AND PROPERTY TAX INCREMENT REVENUES GENERATED WITHIN THE DISTRICT; MAKING FINDINGS RELATED TO THE PUBLIC INFRASTRUCTURE IMPROVEMENTS; AUTHORIZING THE SUBMITTAL OF A MASTER INDENTURE OF TRUST AND SUPPLEMENTAL INDENTURE NO. 1 OR OTHER APPROPRIATE INSTRUMENTS FOR THE REVIEW AND APPROVAL OF THE NEW MEXICO FINANCE AUTHORITY; PROVIDING THAT THE FINAL TERMS OF THE BOND WILL BE ESTABLISHED IN A SUPPLEMENTAL RESOLUTION OF THE TIDD BOARD; RATIFYING PRIOR CONSISTENT ACTION; AND REPEALING PRIOR INCONSISTENT ACTION.

A general summary of the subject matter contained in the Resolution is set forth in its title. This notice constitutes compliance with § 6-14-6 N.M.S.A. 1978.

(End of Form of Summary of Resolution for Publication)

APPROVED AND ADOPTED this 14<sup>th</sup> day of November, 2017.

BOARD OF DIRECTORS OF THE VILLAGE  
OF TAOS SKI VALLEY TAX INCREMENT  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Neal King, Chairman

ATTEST:

By: \_\_\_\_\_  
Ann Wooldridge, District Clerk

VILLAGE OF TAOS SKI VALLEY TAX INCREMENT DEVELOPMENT DISTRICT

[TWINING DEVELOPMENT, LLC]

and

TAOS SKI VALLEY, INC.

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BOND PURCHASE AGREEMENT

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Dated as of \_\_\_\_\_, 2017

\$44,000,000  
Maximum Net Proceeds

Village of Taos Ski Valley Tax Increment Development District  
Senior Lien Taxable Draw-Down Tax Increment Revenue Bond  
Series 2017

## BOND PURCHASE AGREEMENT

[TWINING DEVELOPMENT, LLC] (together with its successors, assigns and assignees of the Bond, the “Purchaser”), the VILLAGE OF TAOS SKI VALLEY TAX INCREMENT DEVELOPMENT DISTRICT, acting through its Board of Directors (the “District”), and TAOS SKI VALLEY, INC. (together with its successors and assigns, the “Company”), agree:

Section 1. **Recitals.** The District and BOKF, NA, as trustee (the “Trustee”) have entered into a Master Indenture of Trust dated as of \_\_\_\_\_ 1, 2017 (the “Master Indenture”), as supplemented and amended by Supplemental Indenture No. 1 dated as of \_\_\_\_\_ 1, 2017 (the “First Supplement” and, together with the Master Indenture, the “Indenture”). Capitalized terms used in this Bond Purchase Agreement (this “Agreement” or “Bond Purchase Agreement”) but not defined herein shall have the meanings assigned to such terms in the Indenture. Pursuant to the Indenture, the District will issue its Village of Taos Ski Valley Tax Increment Development District Senior Lien Taxable Draw-Down Tax Increment Revenue Bond, Series 2017, to provide maximum net proceeds of \$44,000,000, as adjusted for inflation in accordance with 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 District and the Village Administrator of the Village of Taos Ski Valley or successor in function mutually determine is acceptable for purposes of the Amended and Restated Master Development Agreement and the Formation Resolution) (the “Bond”). The Indenture and this Bond Purchase Agreement are collectively referred to herein as the “Bond Documents.”

Section 2. **Purchase and Delivery.** On the basis of the representations and covenants contained in this Bond Purchase Agreement and subject to the terms and conditions contained in this Bond Purchase Agreement, the Purchaser will purchase the Bond from the District and the District will sell the Bond to the Purchaser. As consideration for the sale of the Bond, the Purchaser will make advances on the Bond at the times and under the conditions specified in Section 2.4 of the First Supplement. The District will deliver the Bond to the Purchaser on the date of execution and delivery of the Indenture as provided in Section 2.3 of the First Supplement or such other time as is mutually agreeable to the Purchaser and the District (the “Closing Date”).

Section 3. **District Representations.** The District represents that as of the date of this Agreement:

(a) The District was duly formed and validly exists under the Tax Increment for Development Act, Sections 5-15-1 through 5-15-28 NMSA 1978, Resolution No. 2015-272 and Amended and Restated Village Resolution No. 2015-275 (collectively, the “Act”). The District is authorized to enter into this Agreement and to take the actions contemplated hereby and in the Indenture.

(b) The District is authorized to issue the Bond for the purpose of providing funds pay costs of Public Infrastructure as provided in the Amended and Restated Master Development Agreement, and to provide for costs of issuance of the Bond (the “Project”). The

District has the power to enter into the transactions contemplated by, and to carry out its obligations under the Act and the Bond Documents. The District duly adopted Resolution No. 2017-\_\_ (the "Bond Resolution") on \_\_\_\_\_, 2017, which authorized the issuance of the Bond and approved the forms, terms and provisions of the Bond Documents. At or prior to the Closing Date, the Chair and the Clerk of the Board shall have duly executed the Master Indenture and the First Supplement.

(c) Assuming the due authorization and execution by the other parties thereto, the Bond Documents will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights. The Bond, when issued, delivered and paid for in accordance with the Bond Documents, will constitute a legal, valid and binding special obligation of the District entitled to the benefits of the Indenture, and will be enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights. Upon the issuance, authentication and delivery of the Bond as aforesaid, the Indenture will provide the legally valid and binding pledge of certain revenues that the Indenture purports to create as set forth in the Indenture.

(d) The proceeds of the Bond will be used by the District only for the Project. The distribution and use of proceeds of the Bond will be in compliance with the provisions of the Indenture.

(e) There is no litigation or proceeding pending or, to the actual knowledge of the undersigned official of the District, threatened, in any way affecting the existence of the District, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bond, or in any way contesting or affecting the validity or enforceability of the Bond, the Bond Resolution, the Indenture or this Agreement, or contesting the powers of the District or its authority with respect to the Bond, the Bond Resolution, the Indenture or this Agreement.

(f) To the best knowledge of the District, the issuance, sale and delivery of the Bond, the execution and delivery of this Agreement and compliance with the obligations on the part of the District contained in this Agreement and in the Bond do not conflict with or constitute a breach or default under any administrative regulation, judgment, decree, loan agreement, indenture, note, bond, resolution, agreement or other instrument to which the District is a party or to which the District, or any of its properties or other assets, is otherwise subject.

(g) Statements contained in any certificate of the District provided to the Purchaser pursuant to this Agreement or in connection with the delivery of the Bond and delivered to the Purchaser shall be deemed representations and warranties by the District to the Purchaser.



Section 4. **Company Representations.** The Company represents that as of the date of this Agreement:

(a) This Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

(b) The Company is a New Mexico corporation, duly organized, validly existing and in good standing under the laws of the State of New Mexico and has full legal capacity, right, power and authority to own the Company's properties and conduct the Company's business. The Company has full legal capacity, right, power and authority to execute and deliver this Agreement, to carry out its obligations under the Amended and Restated Master Development Agreement and to take any and all such action as may be required on its part to carry out, give effect to and consummate the transactions contemplated by this Agreement and the Amended and Restated Master Development Agreement.

(c) Neither the execution and delivery of this Agreement or the Amended and Restated Master Development Agreement, nor the consummation of the transactions contemplated therein or the compliance with the provisions thereof, to the actual knowledge of the Company, will conflict with, or constitute on the part of the Company a violation of, or a breach of or default under any indenture, mortgage, commitment, note or other agreement or instrument to which the Company is a party or by which the Company is bound, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its activities or properties which would have a material adverse effect on the Company. All consents, approvals, authorizations and orders of governmental or regulatory authorities (except as required under state securities laws) which are required for the Company's execution and delivery of, or consummation of the transactions contemplated by and compliance with the provisions of this Agreement and the Amended and Restated Master Development Agreement have been obtained other than any which are not presently required or which, if not obtained, would not reasonably be expected to have a material adverse effect on the Company.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the actual knowledge of the Company, threatened, against or affecting the Company, or the actions taken or contemplated to be taken by the Company, nor, to the actual knowledge of the Company, is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the business or financial condition of the Company, or the transactions contemplated by, or the validity or enforceability of, this Agreement or the Amended and Restated Master Development Agreement.

(e) To the Company's knowledge, no event has occurred and no condition exists which, upon issuance of the Bond, would constitute (or with the giving of notice or lapse of time, or both, would constitute) an Event of Default by the Company under the Amended and Restated Master Development Agreement.

(f) The Company is not in violation of any provisions of, or in default under any indenture, mortgage, commitment, note or other agreement or instrument to which it is a party or by which it is bound, or to the actual knowledge of the Company, any order, rule, regulation or decision of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, which violation would materially and adversely affect its ability to perform its obligations under this Agreement or the Amended and Restated Master Development Agreement.

Section 5. **Purchaser Representations.** The Purchaser represents that as of the date of this Agreement:

(a) The Purchaser is purchasing the Bond for its own account for investment and with no present intention of distributing or reselling the Bond or any interest in the Bond but without prejudice, however, to its right at all times to sell or otherwise dispose of all but not part of the Bond in compliance with the Securities Act of 1933, as amended, the regulations promulgated thereunder, applicable state securities laws and regulations and the terms of the Bond, and to the extent required in accordance with the terms of the Indenture, upon receipt of appropriate investor representations, and an opinion of counsel experienced in securities law matters and satisfactory to the District in accordance with the applicable terms of the Indenture.

(b) The Purchaser acknowledges that the Bond is a special, and not general, obligation of the District, is payable solely from the Pledged Revenues received by the District and from the security therefor as described in the Indenture but from no other sources and that no right will exist to have taxes levied by the District, the State, any political subdivision or municipality thereof, for the payment of principal of, premium, if any, and interest on the Bond. The Purchaser understands that the Bond is not a general obligation, debt or liability of the State, the Village or the County, none of the State, the Village or the County shall be liable on the Bond and none of the State, the Village or the County have pledged their full faith and credit to the Bond. The principal of, premium, if any, and interest on the Bond shall not constitute or give rise a pecuniary liability on the part of the members, directors or officers of the District.

(c) The Purchaser has been afforded the opportunity to discuss the business, assets and financial position of the Company with the officers, employees and auditors of the Company, and has received such information concerning the Company and its business, assets and financial position, as it deems necessary in making its decision to purchase the Bond.

(d) The Purchaser is duly and legally authorized to purchase the Bond, has such knowledge and experience in financial and business matters as are required for, and is capable of, evaluating the merits and risks of its purchase of the Bond, is aware of the intended use of proceeds of the Bond, and understands that interest on the Bond is not excludable from gross income for federal income tax purposes.

(e) The Purchaser has received and reviewed draft and final copies of the Bond Documents and the Bond Resolution.

(f) This Agreement constitutes the legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as enforcement

may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

(g) The Purchaser has been informed by the Company and agrees that the Indenture has not been qualified under the Trust Indenture Act of 1939, as amended, and that the Bond (i) is not being registered or otherwise qualified for sale under (a) the Securities Act of 1933, as amended, or (b) the "Blue Sky" laws and regulations of any state, (ii) will not be listed on any stock or other securities exchange, (iii) will not carry a rating from any rating service and (iv) will not be readily marketable. The Purchaser has been informed by the Company and agrees that a legend will be placed on the Bond or any other documents evidencing ownership of the Bond to the effect that it has not been registered under the Securities Act of 1933, as amended, or the applicable state "Blue Sky" laws and that it may only be transferred in compliance with the Indenture and applicable securities laws.

(h) The execution, delivery and performance by Purchaser of this Bond Purchase Agreement will not conflict with, contravene, violate or constitute a breach of or default under any order, consent, decree, agreement or instrument to which Purchaser is a party or by which it or its properties is bound resulting in a specific, material and adverse effect on Purchaser's ability to perform its obligations under this Bond Purchase Agreement.

(i) The Purchaser acknowledges that its purchase of the Bond constitutes a transaction in bonds secured by the Indenture which is, among other things, a personal property security agreement, pursuant to which (i) the Bond is offered and sold as a unit, (ii) a general solicitation or general advertisement of the purchase transaction is not made and (iii) a commission or remuneration is not given, directly or indirectly, to a person not registered pursuant to the New Mexico Uniform Securities Act as a broker-dealer or its agent.

Section 6. **Conditions.** The obligation of the Purchaser to purchase the Bond and the obligation of the District to sell the Bond are subject to satisfaction of the following conditions precedent:

(a) The representations of the District, the Purchaser and the Company in this Agreement will be true and correct on and as of the Closing Date.

(b) As of the Closing Date, no Event of Default (as separately defined in the Indenture and in the Amended and Restated Master Development Agreement) will have occurred and be continuing, and no event will have occurred and be continuing which, with the lapse of time or the giving of notice or both, would constitute any such Event of Default.

(c) On or before the Closing Date, all actions required to be taken as of the Closing Date in connection with the Bond Resolution and the Bond Documents by the District, the Purchaser and the Company will have been taken, and the District, the Purchaser and the Company will each have performed and complied with all agreements, covenants and conditions required to be performed or complied with by the Bond Resolution and the Bond Documents.

(d) The Indenture will have been duly executed and delivered by the District and the Trustee. Each of the Bond Documents, the Bond Resolution and all other official action of the District relating to the Bond, the Project and the Bond Documents will be in full force and

effect on the Closing Date and will not have been amended, modified or supplemented on or before the Closing Date (other than as the Master Indenture is supplemented by the First Supplement).

(e) The District, the Company, the Trustee (except for the certificate required by clause (vii) below) and the Purchaser will have received the following, each dated the Closing Date:

(i) the approving opinion of Sherman & Howard, LLC, Bond Counsel, substantially in the form of Exhibit A;

(ii) the opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A. as counsel to the Company and the Purchaser, substantially in the form of Exhibit B;

(iii) the opinion of Dennis C. Romero, as counsel to the District, substantially in the form set forth in Exhibit C;

(iv) a certificate of and with reference to the District and signed by a duly authorized officer of the District to the effect set forth in subsections (a) and (c) of this Section 6 with respect to the District;

(v) a certificate of and with reference to the Company signed by a duly authorized officer of the Company to the effect set forth in subsections (a), (b) and (c) of this Section 6 with respect to the Company;

(vi) a certificate of and with reference to the Purchaser signed by a duly authorized officer of the Purchaser to the effect set forth in (a) and (c) of this Section 6 with respect to the Purchaser;

(vii) a certificate of the Trustee signed by a duly authorized officer of the Trustee to the effect that (aa) he or she is an authorized officer of the Trustee; (bb) the Indenture has been duly executed and delivered by the Trustee; (cc) the Trustee has all necessary corporate powers required to execute, deliver and perform its obligations under the Indenture; and (dd) to the best of his or her knowledge, the execution and delivery by the Trustee of the Indenture and the performance by the Trustee of its obligations under the Indenture will not conflict with or constitute a breach of or default under any law, administrative regulation, consent decree or any agreement or other instrument to which the Trustee is subject or by which the Trustee is bound; and

(viii) such additional legal opinions, certificates, proceedings, instruments and other documents as any party or Bond Counsel may reasonably request.

If any conditions to the obligations of the Purchaser or the District under this Agreement are not satisfied and if the satisfaction of such conditions is not waived by the Purchaser or the District, as applicable, then, at the option of the Purchaser or the District, respectively, in accordance with their interests (x) the Closing Date will be postponed for such period, not to exceed ten (10) Business Days, as may be necessary for such conditions to be satisfied, or (y) the obligations of the Purchaser and the District under this Agreement will terminate, and neither the

Purchaser nor the District will have any further obligations or liabilities under this Agreement, provided that the Company will continue to be obligated to reimburse the District for the expenses of the District incurred up to the termination date.

Section 7. **Survival**. All agreements, covenants, representations and all other statements of the District, the Purchaser and the Company and their respective officers set forth in or made pursuant to this Agreement will survive the Closing Date and the delivery of the Bond.

Section 8. **Notices**. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid (except as otherwise specifically provided herein), with proper address as indicated below. The District, the Purchaser and the Company may, by written notice given by it to the others, designate any other address or addresses to which notices, certificates or other communications to it shall be sent when required as contemplated by this Agreement. Until otherwise so provided, all notices, certificates and communications to each of them shall be addressed as follows:

If to the District: 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 copies to:

Dennis C. Romero  
P.O. Box 1932  
212 Paseo Del Pueblo Norte  
Taos, New Mexico 87571  
Telephone: (575) 758-2297

Chaz Rockey, CFO  
chaz.rockey@skitaos.com  
Telephone: (770) 874-9109 (office)  
Telephone: (917) 971-1428 (cell)

and

Jill Sweeney  
Sherman & Howard L.L.C.  
500 Marquette Avenue Northwest,  
Suite 1203  
Albuquerque, New Mexico 87102  
Telephone: (505) 814-6958

If to the Company: Taos Ski Valley, Inc.  
Chris Stagg  
116 Sutton Place  
Taos Ski Valley, New Mexico 87525  
Telephone: (575) 776-7490

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  
Telephone: (505) 983-2020

If to the Purchaser: [Twining Development, LLC]  
[INSERT ADDRESS]  
[INSERT CITY, STATE, ZIP]  
Tel: [INSERT PHONE NUMBER]

Section 9. **Remedies; Consequential Damages.** Notwithstanding any provision contained herein to the contrary, in no event shall any party be liable to any other party under any provision of this Agreement or the Bond for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, business interruption damages, loss of use of equipment, costs of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability. No right or remedy conferred on any party in this Bond Purchase Agreement is intended to be exclusive of any other right or remedy provided in the Bond Documents or by law. No delay or omission of any party to exercise any such right or remedy will impair any such right or remedy or be construed as a waiver. Any such right or remedy which may be exercised from time to time and as often as the relevant party may deem expedient. No waiver by any party of any right or remedy with respect to any Default or Event of Default will extend to or affect any other existing or subsequent Default or Event of Default.

Section 10. **Severability.** In case any one or more of the provisions of this Agreement or of the Bond is for any reason held to be illegal or invalid, such illegality or invalidity will not affect any other provision of this Agreement or of the Bond, but this Agreement and the Bond will be construed and enforced as if such illegal or invalid provision had not been contained

therein. In case any covenant, stipulation, obligation or agreement of the District contained in this Agreement or the Bond is for any reason held to be in violation of law, then such covenant, stipulation, obligation or agreement will be deemed to be the covenant, stipulation, obligation or agreement of the District to the fullest extent permitted by law.

Section 11. **Obligations of District Not Obligations of Officials Individually.** All obligations of the District under this Agreement and the Bond will be deemed to be obligations of the District to the full extent permitted by the Bond Resolution and the Act. No obligation under this Agreement or the Bond will be deemed to be an obligation of any present or future officer of the District (including, without limitation, any member of the Governing Body or employee of the District in his or her individual capacity), and no officer of the District who executes the Bond will be personally liable on the Bond or be subject to any personal liability or accountability by reason of the issuance of the Bond.

Section 12. **Limitation of District's Liability.** No agreements or provisions contained in this Agreement nor any agreement, covenant or undertaking by the District contained in any document executed by the District in connection with any property financed, directly or indirectly, out of the Bond proceeds or the issuance, sale and delivery of the Bond will give rise to any pecuniary liability of the District, its officials, employees, agents or members of the Governing Body or constitute a charge against the District's general credit, or will obligate the District financially in any way, except with respect to the Pledged Revenues available under the Indenture pledged to the payment of the Bond, and their application as provided under the Indenture. No failure of the District to comply with any terms, covenants or agreements in any document executed by the District in connection with the Bond will subject the District, its officials, employees, agents and members of the Governing Body to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the funds available under the Indenture provided and pledged to the payment of the Bond. Nothing in this Agreement will preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the District for any failure to comply with any term, condition, covenant or agreement in any of the Bond Documents; provided, that no costs, expenses or other monetary relief will be recoverable from the District except as may be payable from the funds available under the Indenture and pledged to the payment of the Bond.

Section 13. **Title, Headings.** The title and headings of the articles and sections of this Bond Purchase Agreement have been used for convenience only and do not modify or restrict any of the terms or provisions hereof.

Section 14. **Execution in Counterparts.** This Agreement may be executed in counterparts, all of which taken together will constitute one instrument.

Section 15. **Applicable Law.** The validity, construction and effect of this Bond Purchase Agreement will be governed by the law of the State of New Mexico applicable to agreements made and to be performed in the State without regard or effect given to conflict of laws rules that would require application of the laws of any other jurisdiction.

DATED: As of \_\_\_\_\_, 2017

**ISSUER:**

VILLAGE OF TAOS SKI VALLEY  
TAX INCREMENT DEVELOPMENT DISTRICT

\_\_\_\_\_  
Neal King, Chair

ATTEST:

(Seal)

\_\_\_\_\_  
Ann Wooldridge, District Clerk

*[Signature Page for Bond Purchase Agreement]*



DATED: As of \_\_\_\_\_, 2017

**PURCHASER:**

[TWINING DEVELOPMENT, LLC  
a Delaware limited liability company]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page for Bond Purchase Agreement]*

DATED: As of \_\_\_\_\_, 2017

**COMPANY:**

TAOS SKI VALLEY, INC.  
a New Mexico corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page for Bond Purchase Agreement]*

**Exhibit A**

**Approving Opinion of Bond Counsel**

[To Come]

**Exhibit B**

**Opinion of Counsel to the Company and the Purchaser**

[To Come]

**Exhibit C**

**Opinion of the Attorney to the TIDD**

[To Come]