

CONSENT

THIS CONSENT (this “**Consent**”) is made as of this 27 day of February, 2019 by the CITY OF SANTA FE, a municipal corporation (“**Lessor**”), for the benefit of ANASAZI HOTEL LLC, a Delaware limited liability company (“**Assignor**”), and NM HOTEL LLC, a Delaware limited liability company (“**Assignee**”).

RECITALS

A. On September 23, 2016, Lessor and Assignor entered into that certain Lease Agreement which was recorded in the Real Property Records of Santa Fe County, New Mexico, on September 26, 2016, as Instrument No. 1805292 (the “**Patio Lease**”) pursuant to which Lessor leases to Assignor certain premises (the “**Premises**”) located along the westerly entrance of the hotel located at 113 Washington Avenue, Santa Fe, New Mexico and commonly known as the Rosewood Inn of the Anasazi (the “**Hotel**”).

B. On February 12, 2019, Assignor entered into that certain Purchase and Sale Agreement with Assignee (as successor-in-interest to SJS Acquisitions, LLC) pursuant to which Assignor will sell, transfer and assign to Assignee, and Assignee will purchase from Assignor, the Hotel and certain assets related thereto. In connection with such sale and purchase of the Hotel, it is contemplated that Assignor will assign to Assignee the Patio Lease, subject to the consent of Lessor.

C. After the acquisition of the Hotel, Assignee may desire to sublet the Premises to 113 Washington Liquor LLC, a Delaware limited liability company (the “**Liquor License Holder**”), an affiliate of Assignee, for the uses described in Section 2 of the Patio Lease.

D. Section 7 of the Patio Lease requires the consent of Lessor to any assignment of the Patio Lease or subletting of the Premises.

E. In connection with the sale and purchase of the Hotel, Assignor and Assignee have requested that Lessor consent to the assignment of the Patio Lease to Assignee and the subletting of the Premises to Liquor License Holder and Lessor desires to give its consent to such assignment and subletting.

AGREEMENT

In consideration of Assignee’s agreement to assume all of the obligations of Assignor under the Lease from and after the date that the Patio Lease is assigned by Assignor to Assignee in connection with Assignee’s purchase of the Hotel from Assignor, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Lessor hereby agrees as follows:

1. Consent. Lessor hereby grants its consent to the assignment of the Patio Lease by Assignor to Assignee and to the sublease of the Premises by Assignee to Liquor License Holder.

2. Release. Each of Assignor and Anasazi Liquor LLC are hereby released from all claims, causes of action, liabilities, damages and obligations arising from the Patio Lease from and after the date of such assignment of the Patio Lease to Assignee.

3. Governing Law. This Consent shall at all times be governed by and construed in accordance with the laws of the New Mexico.

4. Counterparts. This Consent may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Consent in Portable Document Format (PDF) or by electronic or facsimile transmission shall be valid and effective to bind the Party so signing.


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**[SIGNATURE PAGE TO CONSENT BY THE CITY OF SANTA FE FOR THE
BENEFIT OF ANASAZI HOTEL LLC AND NM HOTEL LLC]**

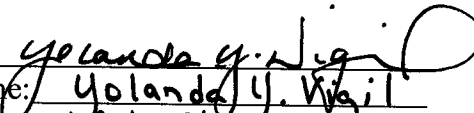
IN WITNESS WHEREOF, the undersigned authorized representative of Lessor has duly executed this Consent as of the date set forth above.

LESSOR:


CITY OF SANTA FE,
a municipal corporation

By: 
Name: Alan Wlebbber
Title: Mayor

ATTEST

By: 
Name: Yolanda J. Vigil
Title: City Clerk

APPROVED AS TO FORM

By: 
Name: Erin McSherry
Title: City Attorney