A DIVISION OF THE
NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS

LEASE OFFERING

National Hispanic Cultural Center

Restaurant & Commercial Kitchen

Pete Domenici Education Building
1704 4TH Street, Albuquerque, New Mexico

PROPOSALS DUE:

Monday, March 2, 2026
5:00 pm

PROPOSALS BY E-MAIL SUBMISSION ONLY

TABLE OF CONTENTS

INTRODUCTION 1

LEASE OFFERING SCHEDULE 3

HOW TO RESPOND TO THIS LEASE OFFERING 5

HOW PROPOSALS WILL BE EVALUATED 7

APPENDIX A – General Requirements & Definitions 9

APPENDIX B – Prospective Lessee Information Form 13

APPENDIX C – Draft Lease Agreement 14

INTRODUCTION

Lease Offering

The purpose of this Lease Offering is to enter into a lease agreement with an experienced, restaurant operator for a restaurant/commercial kitchen space at the National Hispanic Cultural Center in Albuquerque, New Mexico. Experienced restauranteurs who are interested in operating a restaurant enterprise at the National Hispanic Cultural Center must submit their proposals as outlined in this Lease Offering. Those submitting proposals will thereafter be referred to as "Prospective Lessees".

The restaurant space/commercial kitchen is located within the Pete Domenici Education Building on the National Hispanic Cultural Center campus at 1704 4TH Street, Albuquerque, New Mexico, just south of Avenida Dolores Huerta/Avenida Cesar Chavez and the Barelas-South Fourth Street Historic District. The restaurant/commercial kitchen space offered for lease consists of:

1. A restaurant/commercial kitchen (including existing commercial kitchen equipment and a walk-in refrigerator/freezer), a dry storage and receiving area, an indoor dining/seating area, an office, a janitor's closet, and an ADA-compliant restroom (totaling ±1,970 square feet).
2. A dedicated outdoor dining area (±1,715 square feet).
3. A dedicated loading area (±400 square feet).

Customer and employee parking will be available in the main campus parking lot adjacent to the above areas. Specifics of the premises to be leased are detailed in the attached draft Lease Agreement (see **Appendix C**).

Background

Opened in 2000, the National Hispanic Cultural Center ("NHCC") is dedicated to the preservation, promotion and advancement of Hispanic culture, arts and humanities. The NHCC presents exhibitions, lectures, book readings, performing arts and educational programing that are meaningful to the local community. It offers Hispanic, Chicano, and Latinx artists a place to present their work and bring it to the national stage. The NHCC is committed to making a cultural home for the diverse identities that shape the community.

More information about the NHCC can be found at:

https://nhccnm.org/ and https://www.nhccfoundation.org/

NHCC Visitation and Traffic Volumes

The NHCC campus hosted over 100,000 visitors in 2025. The main entrance to the NHCC campus is from a signalized intersection at Avenida Dolores Huerta/Avenida Cesar Chavez and 8th Street. Avenida Dolores Huerta experiences high traffic volumes with 2023 Average Weekday Traffic (AWDT) of over 39,450 vehicles per day, and 2023 Average Daily Traffic (ADT) (including weekends) of over 36,900 vehicles per day.

Commercial Kitchen/Restaurant Lease

This Lease Offering will result in a lease between the NHCC ("Lessor") and a selected restaurant operator ("Lessee"). The draft Lease Agreement the NHCC intends to use is attached as **Appendix C**. The Lease is tentatively scheduled to commence on **May 1, 2026** (or upon receiving all required

state approvals) and run for a term of three (3) years ending on **April 30, 2029**, and will include an option to extend the term for an additional two (2) years resulting in a total Lease term of five (5) years. Follow-up leases extending beyond five years are possible and will be assessed in the future based on the status of the restaurant enterprise and the relationship between the parties.

The initial rental fee for the premises will be **$2,250.00** per month which includes utilities and a fee for the use of NHCC's two governmental liquor licenses. The liquor licenses will allow the sale and consumption of alcoholic beverages at the restaurant space premises, as well as in other designated areas of the NHCC campus such as the Education Building and the Roy E. Disney Center for the Performing Arts.

Online Information

This Lease Offering and any related supplemental information, such as the NHCC's answers to submitted questions about this Lease Offering, can be viewed online at:

https://nmculture.org/about/business/

Leasing Manager

The Department of Cultural Affairs has assigned a Leasing Manager who is responsible for this Lease Offering. Any inquiries regarding this Lease Offering must be submitted by email to:

Matthew O'Reilly, P.E., M.LAI
Director of Real Estate | NM Department of Cultural Affairs
E-mail: *matthew.oreilly@dca.nm.gov*

DO NOT CONTACT THE NATIONAL HISPANIC CULTURAL CENTER DIRECTLY REGARDING THIS LEASE OFFERING.

LEASE OFFERING SCHEDULE

This Lease Offering will adhere to the following Schedule:

Events	Responsible Party	Due Date
Lease Offering Issued	NHCC	January 6, 2026 (Tues.)
Tour of Premises	NHCC	February 6, 2026 (Fri.)
Deadline to Submit Questions	Prospective Lessees	February 13, 2026 (Fri.)
Response to Questions	NHCC	February 16, 2026 (Tues.)
Deadline to Submit Proposals	**Prospective Lessees**	**March 2, 2026 (Mon.)**
Begin Evaluation of Proposals*	Selection Committee	March 4, 2026 (Wed.)
Selection of Finalists*	Selection Committee	March 11, 2026 (Wed.)
In-Person Presentations*	Prospective Lessee Finalists	March 25, 2026 (Wed.)
Notify Selected Lessee & Finalize Lease Agreement*	NHCC/Selected Lessee	March 27, 2026 (Fri.)

*Note: Dates indicated for asterisked actions are estimates only and may be subject to change without necessitating an amendment to this Lease Offering.

The following paragraphs describe the events listed in the above Schedule:

1. **Lease Offering Issued.**
   This Lease Offering will be posted online and available for download at: https://nmculture.org/about/business/ on the date listed in the above Schedule. Interested parties can also request this Lease Offering by contacting the Leasing Manager directly via e-mail.

2. **Tour of Premises.**
   Interested parties are **strongly encouraged** to attend a tour of the premises on the following date:

   Date: **Friday, February 6, 2026**
   Time: **10:00 a.m.**
   Location: **Pete Domenici Education Building at the NHCC Campus**
   1704 4TH Street, Albuquerque, NM 87102
   Parking: **Free parking in the NHCC campus parking lot**

   Interested parties will at that time be given a tour of the premises to better prepare their Proposals in response to this Lease Offering. Additional premises tour dates may be scheduled based on the level of interest in this Lease Offering.

3. **Written Questions.**
   Prospective Lessees may submit written questions regarding this Lease Offering via e-mail to the Leasing Manager at any time until 5:00 p.m. on the date indicated in the above Schedule.

4. **Response to Written Questions.**
   The Leasing Manager will post answers to all written questions online at: https://nmculture.org/about/business/ on or before the date indicated in the above Schedule.

5. **Deadline to Submit Proposals.**
   Prospective Lessees must submit Proposals in response to this Lease Offering to the Leasing Manager on or before 5:00 p.m. on the date indicated in the above Schedule. See the "HOW TO RESPOND TO THIS LEASE OFFERING" section for details on how to submit a Proposal. A log will be kept of the names of all Prospective Lessees that submitted Proposals. The contents of Proposals will not be disclosed unless requested and not until the Lease Offering process is completed and a Lease Agreement has been executed by the Selected Lessee and the NHCC.

6. **Evaluation of Responses.**
   A Selection Committee will begin evaluating received Proposals on the date indicated in the above Schedule or as soon as practical thereafter. During this time, the Leasing Manager may initiate discussions with Prospective Lessees who have submitted responsive or potentially responsive Proposals for the purpose of clarifying aspects of their Proposals, however, Proposals may be accepted and evaluated without such discussion. Discussions shall not be initiated by Prospective Lessees.

7. **Selection of Finalists.**
   The Selection Committee will select finalists ("Lessee Finalists") from among the Prospective Lessees on the date indicated in the above Schedule or as soon as practical thereafter. The Leasing Manager will then notify Lessee Finalists by e-mail. At that time, the Selection Committee may request more detailed information as to Lessee Finalists' financial capacity.

8. **In-Person Presentations.**
   Lessee Finalists may be required to make in-person presentations to the Selection Committee. Lessee Finalists may be required to provide food samples from their proposed menus, to make a short verbal presentation regarding their restaurant experience and vision for the restaurant operation, and to answer questions posed by the Selection Committee. In-Person Presentations will be limited to one (1) hour in duration and will be held in Albuquerque at the NHCC Education Building.

9. **Notify Selected Lessee & Finalize Lease Agreement.**
   The Selection Committee will complete its evaluations, taking into consideration the evaluation factors set forth in this Lease Offering, with the caveat that the most advantageous Proposal submitted may or may not have received the most evaluation points. The Leasing Manager will then notify the Lessee Finalist selected by the Selection Committee ("Selected Lessee").

   In the event mutually agreeable terms cannot be reached with the Selected Lessee in the timeframe specified, the NHCC reserves the right to finalize a Lease with the next most advantageous Lessee Finalist without undertaking a new Lease Offering process.

   Upon finalization of the terms of the Lease Agreement, the NHCC will submit the Lease to the NHCC Board of Directors for approval. The Lease Agreement and this Lease Offering process will not be considered completed unless and until NHCC Board of Directors approval is received.

HOW TO RESPOND TO THIS LEASE OFFERING

Prospective Lessees must submit Proposals in response to this Lease Offering as outlined below.

1. **Format of Responses**
   All Proposals submitted in response to this Lease Offering **must be submitted as a single file in PDF format by e-mail** to the Leasing Manager with the subject line: NHCC LEASE OFFERING.

2. **Written Narrative**
   Proposals submitted by Prospective Lessees' **must** be in the form of a written narrative. The written narrative need not be a long document but must detail the Prospective Lessee's restaurant experience, vision for the NHCC restaurant/commercial kitchen, and their financial capacity to comply with the terms of the draft Lease Agreement (**Appendix C**). Specifically, the written narrative **must** address each of the following items:

   A. EXPERIENCE
      Prospective Lessees **must** submit a statement of relevant experience. The documentation must thoroughly describe the Prospective Lessee's experience operating the type of restaurant enterprise described by this Lease Offering.

      The following information **must** be included in the written narrative:

      i. Your interest in operating a restaurant enterprise at the NHCC.

      ii. A description of your company.

      iii. Your background and history in the restaurant industry.

      iv. Your vision and proposed approach to restaurant operations at the NHCC and how this approach will complement the NHCC's mission, image, and reputation.

      v. Your past history working with the NHCC or similar venues (if any).

      vi. How you intend to market and promote the restaurant operation to the public.

      vii. Details regarding the types of food and beverage service that you are capable of and experienced with providing.

   B. BUSINESS PRACTICES
      Prospective Lessees **must** describe the specific business practices they employ regarding:

      i. Serving alcoholic beverages to customers (i.e. knowledge of state law, staff training, supervision, etc.).

      ii. Customer service (i.e. staff training and monitoring, customer satisfaction, and complaint resolution, etc.)

   C. FINANCIAL CAPACITY
      Prospective Lessees **must** provide narrative statements of why they are financially capable of performing the activities described in this Lease Offering and include adequate evidence of their financial stability. This information will be used by the Selection Committee to assess the financial soundness of the Prospective Lessees.

D. SAMPLE MENU AND PRICING

Prospective Lessees **must** submit a written sample menu detailing food and drink items for the restaurant operation along with projected prices.

E. REQUIRED FORMS

Prospective Lessees' Proposals **must** include the following documents, except as noted:

i. Prospective Lessee Information Form. Prospective Lessees must include the "PROSPECTIVE LESSEE INFORMATION" form (See **Appendix B**) as part of their Proposals. The form must be completed in its entirety and signed by the individual identified, who is authorized to contractually obligate the Prospective Lessee's organization. Proposals that do not contain a fully completed and signed form will be rejected.

ii. New Mexico Taxation Letter of Good Standing. Prospective Lessees must submit with their proposal a "Letter of Good Standing" from the New Mexico Taxation and Revenue Department that has been issued within sixty (60) days prior to the Lease Offering Proposal deadline. Information on how to obtain a "Letter of Good Standing" can be found at:

https://www.tax.newmexico.gov/request-a-letter-of-good-standing/

Prospective Lessees who are based outside New Mexico must submit a document equivalent to a "Letter of Good Standing" issued by their state, if available.

Note: Prospective Lessees who do not have a NM gross receipts tax account will be required to establish one prior to entering into any Lease Agreement resulting from this Lease Offering.

HOW PROPOSALS WILL BE EVALUATED

The following table contains a summary of evaluation areas with point values that will be used by the Selection Committee, along with the general Lease Offering requirements, to evaluate Prospective Lessees' Proposals submitted in response to this Lease Offering.

1. Evaluation Points Summary

The evaluation areas in this table correspond to the information provided in Prospective Lessees' written narrative. (See the "HOW TO RESPOND TO THIS LEASE OFFERING" section for the requirements of the written narrative.)

Evaluation Areas	Points Available
A. Experience	25
B. Business Practices	20
C. Financial Capacity	20
D. NHCC Mission Alignment	25
E. Sample Menu & Pricing	10
F. Required Forms	Pass/Fail
TOTAL POINTS AVAILABLE	**100**

The purpose of the following paragraphs is to explain how the Select Committee will generally evaluate the information submitted with Prospective Lessee's Proposals.

A. Experience
Prospective Lessees will be evaluated based on the strength of the "EXPERIENCE" section of their written narrative. Proposals demonstrating more restaurant experience and a clear vision and approach to the restaurant operation may be scored higher.

B. Business Practices
Restaurant operations will take place on the NHCC's property, therefore the business practices employed by the Selected Lessee may affect the reputation of the NHCC. Accordingly, Proposals that demonstrate proficiency in the areas identified in the "BUSINESS PRACTICES" section of the written narrative may be scored higher.

C. Financial Capacity
Proposals that provide clear evidence of a Prospective Lessee's financial soundness and ability to undertake the restaurant operation and comply with the terms of the Lease may be scored higher. Note that in order to adequately assess the financial soundness of a Prospective Lessee, the Leasing Manager and/or the Selection Committee may request that the Prospective Lessee provide recent bank statements (with account numbers redacted) and/or business financial statements and records, recent audits, or letters from banks and creditors.

D. NHCC Mission Alignment
NHCC's mission is the preservation, promotion and advancement of Hispanic culture, arts and humanities. Proposals that have the potential to compliment NHCC's mission, promote and enhance its image, and draw visitors to the NHCC campus may be scored higher.

E. Sample Menu and Pricing
The NHCC hosts visitors from a wide range of socioeconomic backgrounds. Prospective Lessees with proposed menus that provide a strong variety of choices and pricing (in recognition of the various income levels of NHCC visitors) may be scored higher.

F. Required Forms
No points will be allocated for submission of the required forms. Failure to submit any of the required forms will result in the rejection of a Prospective Lessee's Proposal.

2. Evaluation Process

The evaluation process will follow the steps listed below:

A. All Prospective Lessee Proposals will be reviewed for compliance with the mandatory submittal requirements outlined in this Lease Offering. Proposals that fail to include required submittal items will be rejected.

B. The Leasing Manager may contact Prospective Lessees for clarification of any information contained it their Proposals.

C. The Selection Committee may use information other than that contained in a Prospective Lessee's Proposal to perform its evaluation.

D. Proposals will be evaluated based on the evaluation areas listed in the above table. Prospective Lessees with the highest scores will be selected as Lessee Finalists and, if requested by the Selection Committee, may be notified and scheduled to make In-Person Presentations as described in the "LEASE OFFERING SCHEDULE" section. If In-Person Presentation(s) are conducted, the Selection Committee may adjust the scores preliminarily assigned to attain final scores for each Lessee Finalist.

APPENDIX A
GENERAL REQUIREMENTS & DEFINITIONS

A. General Requirements

The following requirements apply to this Lease Offering:

1. Acceptance of Conditions Governing the Lease Offering
   Submission of a Proposal in response to this Lease Offering by a Prospective Lessee indicates the Prospective Lessee's acceptance of the contents and conditions of this Lease Offering.

2. Incurring Cost
   Any cost incurred by a Prospective Lessee in preparation, transmittal, and/or presentation of any Proposal submitted in response to this Lease Offering shall be borne solely by the Prospective Lessee, including any and all costs incurred related to In-Person Presentations.

3. Amended Responses
   Prospective Lessees may submit amended Proposals before the deadline for receipt of Proposals. Such amended Proposals must be complete replacements for previously submitted Proposals and must be clearly identified as such in the e-mailed transmittal. The Leasing Manager will not merge, collate, or assemble submitted Proposal materials.

4. Proposals Offer Firm
   Proposals submitted in response to this Lease Offering will be considered firm for a period of ninety (90) days after the due date for receipt of Proposals.

5. Disclosure of Proposal Contents
   The contents of all submitted Proposals will be kept confidential until a Lease between the Selected Lessee and the NHCC is fully executed. At that time, all submitted Proposals and documents pertaining to the Proposals will be available for public inspection if requested, except for any proprietary or confidential material as follows:

   (a) Proprietary and Confidential information is restricted to: (i) confidential financial information concerning the Prospective Lessee's organization; and (ii) information qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.

   (b) If a Prospective Lessee claims that certain information contained in its Proposal is proprietary and/or confidential as described above, the Prospective Lessee must submit an additional but separate redacted version of its Proposal with the proprietary or confidential information blacked out, in order to facilitate eventual public inspection of the non-confidential version of Prospective Lessee's Proposal.

   IMPORTANT: The price of products offered, or the cost of services proposed, shall not be designated as proprietary or confidential information.

   If a request is received for disclosure of proprietary or confidential information, the NHCC shall examine the request and make a written determination that specifies which portions of the Prospective Lessee's Proposal should be disclosed. Unless the Prospective Lessee takes legal action to prevent the disclosure, the information will be

disclosed. The Prospective Lessee's Proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

As used in this Lease Offering the following terms have the following meanings:

(i) "Confidential" means confidential financial information concerning a Prospective Lessee's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§ 57-3-A-1 to 57-3A-7 NMSA 1978 (See also NMAC 1.4.1.45). The following items may not be labelled as confidential: Prospective Lessee's staff/personnel resumes/bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is not confidential financial information or that qualifies under the Uniform Trade Secrets Act.

(ii) "Redacted" means a version/copy of a Prospective Lessee's Proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45) blacked out but not omitted or removed.

(iii) "Unredacted" means a version/copy of a Prospective Lessee's Proposal containing all complete information including any that the Prospective Lessee would otherwise consider confidential, such copy for use only for the purposes of evaluation.

6. No Obligation
This Lease Offering in no way obligates the NHCC to enter into a Lease with a Selected Lessee unless and until a valid written Lease is approved by the NHCC Board of Directors and any other required authorities.

7. Termination
This Lease Offering may be canceled at any time and any or all Proposals may be rejected as a whole or in part if the NHCC determines such action to be in the NHCC's best interest.

8. Sufficient Appropriation
Any Lease executed as a result of this Lease Offering process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the Lessee. The NHCC's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Lessee as final.

9. Governing Law
This Lease Offering and any Lease Agreement entered into as a result of this Lease Offering shall be governed by the laws of the State of New Mexico.

10. Basis for Proposals to this Lease Offering
Only information supplied in writing by the Leasing Manager or contained in this Lease Offering shall be used as the basis for the preparation of Proposals.

11. Lease Terms and Conditions
The Lease Agreement between the NHCC and the Selected Lessee will follow the format specified and contain the terms and conditions set forth in the draft Lease Agreement

(**Appendix C**). However, the NHCC reserves the right to negotiate provisions in addition to those contained in the draft Lease Agreement with the Selected Lessee.

Exceptions from the Lease terms and conditions set forth in the draft Lease Agreement are discouraged. Such exceptions may cause a Proposal to be rejected as nonresponsive when, in the sole judgment of the NHCC or the Selection Committee, the Proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed that would require a substantial rewrite of the draft Lease Agreement.

In spite of the foregoing, should a Prospective Lessee object to any of the terms and conditions set forth in the draft Lease Agreement strongly enough, the Prospective Lessee may propose alternate terms and conditions. Such proposed alternate terms and conditions must include specific alternative language along with a written explanation of the purpose and impact, if any, of each proposed change. The NHCC may or may not accept the proposed alternative language. General references to the Prospective Lessee's terms and conditions or attempts to substitute the entire draft Lease Agreement are not acceptable will result in rejection of the Prospective Lessee's Proposal.

If a Prospective Lessee does not propose any alternate terms and conditions during the Lease Offering process prior to selection as the Selected Lessee, NHCC reserves the right not to consider proposed alternate terms and conditions during the Lease finalization process. Not proposing alternate terms and conditions during the Lease Offering process prior to selection as the Selected Lessee is an explicit agreement by the Prospective Lessee that the contractual terms and conditions contained in the draft Lease Agreement are accepted by the Prospective Lessee.

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed in a Prospective Lessee's Proposal) will be discussed only between the NHCC and the Selected Lessee and shall not be deemed an opportunity to amend the Selected Lessee's Proposal.

12. Prospective Lessee Qualifications
    The Evaluation Committee may make such investigations as it deems necessary to determine the ability of a Prospective Lessee to adhere to the requirements specified within this Lease Offering.

13. Right to Waive Minor Irregularities
    The Selection Committee reserves the right to waive minor irregularities in Proposals submitted in response to this Lease Offering. The Selection Committee also reserves the right to waive mandatory requirements of this Lease Offering, provided that all of the Proposals failed to meet the same mandatory requirements.

14. Ownership of Proposals
    All documents submitted in response to the Lease Offering shall become property of the State of New Mexico. All Proposals received shall be destroyed by the NHCC if this Lease Offering is cancelled.

15. E-Mail Address Required
    The majority of the communication regarding this Lease Offering will be conducted by email. Prospective Lessees must maintain a valid email address to receive correspondence.

16. Use of Electronic Versions of this Lease Offering
    This Lease Offering is being made available by electronic means. In the event of conflict between a version of the Lease Offering in the Prospective Lessee's possession and the version maintained by the NHCC, the version maintained by the Leasing Manager shall govern.

B. Definitions

The following terms and abbreviations are used throughout this Lease Offering:

"DCA" means the New Mexico Department of Cultural Affairs.

"Lease" or "Lease Agreement" means the lease agreement contained in **Appendix C**.

"Lessee" means the entity that has entered into a Lease Agreement with the NHCC in accordance with this Lease Offering.

"Lessee Finalist" means a Prospective Lessee who meets all the requirements of this Lease Offering and whose score on evaluation factors is sufficiently high to merit further consideration by the Selection Committee.

"Mandatory" – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Prospective Lessee's Proposal.

"Minor Irregularities" means anything in a Prospective Lessee's Proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

"NHCC" means collectively the National Hispanic Cultural Center, its Board of Directors, and the New Mexico Department of Cultural Affairs.

"Proposal" means a written response to this Lease Offering submitted by a Prospective Lessee to the Leasing Manager via e-mail by the due date for receipt of Proposals.

"Prospective Lessee" means any person, corporation, or partnership who submits a Proposal that complies with the requirements of this Lease Offering.

"Selection Committee" means a group of NHCC Directors and DCA staff appointed to evaluate Prospective Lessees' Proposals.

"Selected Lessee" means the Lessee Finalist recommended by the Selection Committee to the NHCC for finalization and execution of a Lease Agreement with the NHCC.

"Written" means typewritten in standard 8 ½" x 11" size in Adobe PDF format. Larger sizes are permissible for charts, etc.

APPENDIX B
PROSPECTIVE LESSEE INFORMATION FORM

Professional Restaurant Operator

Company's Corp. Name: _____

Company D/B/A (if any): _____

Physical Address: _____

_____

Mailing Address: _____

_____

Telephone Number(s): _____

Fax Number (if any): _____

E-Mail Address: _____

Web Site Address: _____

Federal Tax ID #: _____

*State of New Mexico
Gross Receipts Tax ID#: _____

*State of New Mexico Alcohol
& Beverage Control Division
Server Certification License #:_____Expiration Date:_____
(Note: Name on License must match Company name or Owner's Name)

*I wish to enter into a Lease Agreement with the NHCC to operate a professional restaurant enterprise at the NHCC campus. I understand that if I do not currently have a NM Gross Receipts Tax ID, or a NM Alcohol & Beverage Control Division Server Certification, I will be required to obtain them prior to the Commencement Date of a Lease Agreement resulting from this Lease Offering. I understand that I will be required to obtain a City of Albuquerque Business License/Registration for the leased premises prior to beginning business operations.

Owner Name(s): _____
(PLEASE PRINT)

_____

Owner Signature(s): _____ Date: _____

_____ Date: _____

APPENDIX C
DRAFT LEASE AGREEMENT

The Lease Agreement included in this **Appendix C** represents the Lease that the NHCC intends to enter into with the Selected Lessee. The NHCC reserves the right to modify the Lease Agreement prior to finalization as necessary.

LEASE AGREEMENT
BETWEEN THE NATIONAL HISPANIC CULTURAL CENTER AND

_____

FOR A RESTAURANT & COMMERCIAL KITCHEN
AT THE NATIONAL HISPANIC CULTURAL CENTER

This LEASE AGREEMENT ("Lease") is entered into by and between the NATIONAL HISPANIC CULTURAL CENTER and the NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS (hereinafter collectively referred to as "Lessor" or "NHCC") and _____, a _____ (hereinafter referred to as "Lessee"); together, Lessor and Lessee constitute the "Parties".

RECITALS

WHEREAS, the New Mexico Department of Cultural Affairs ("DCA") was created as a cabinet department pursuant to legislative authority at § 9-4A-4 NMSA 1978 and its secretary is charged with the operation, management, and administration of all DCA divisions pursuant to § 9-4A-6 NMSA 1978; and

WHEREAS, the Hispanic Cultural Division is a DCA division whose principal facility is the National Hispanic Cultural Center ("NHCC") in Albuquerque, New Mexico; and

WHEREAS, the NHCC is operated by DCA under the imprimatur of the NHCC's Board of Directors which is invested with certain powers and duties pursuant to § 18-12-5 NMSA 1978, including holding title to all real property for NHCC use and for leases of NHCC premises or facilities; and

WHEREAS, the NHCC owns a restaurant/commercial kitchen facility located on the NHCC campus within the NHCC's Pete Domenici Education Center building at 1701 4TH Street SW in Albuquerque, New Mexico, just south of Avenida Dolores Huerta and the Barelas-South Fourth Street Historic District; and

WHEREAS, the fair market rent for the restaurant/commercial kitchen facility was established by an appraisal prepared in 2024 by an MAI-certified commercial real estate appraiser licensed by the State of New Mexico that was subsequently reviewed by the Appraisal Bureau of the New Mexico Taxation and Revenue Department and found to be compliant with State statute and supporting regulation as defined by §§ 7-35-10 and 13-6-2.1 NMSA 1978, the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the International Association of Assessing Officers (IAAO), and 1.5.23 NMAC 2001; and

WHEREAS, Lessee is an experienced restaurant operator with whom Lessor has negotiated the lease of the restaurant/commercial kitchen facility real property pursuant to § 13-6-2(B)(3) NMSA 1978; and

NOW THEREFORE, in consideration of the mutual promises set forth herein the Parties agree as follows:

1. PREMISES. Lessor leases to Lessee and Lessee leases from Lessor the restaurant/commercial kitchen space within the NHCC's Pete Domenici Education Center building

(the "Building") at 1701 4TH Street SW in Albuquerque, New Mexico, along with certain adjacent exterior areas. Specifically, the leased areas consist of:

(a) a commercial kitchen with kitchen equipment (as described on **Exhibit B**), dry storage and receiving area, serving/seating area, office, janitor's closet, and ADA-compliant restroom (Rooms 103, 104, 105, 107, 107A, 108, 108A, & 133) (±1,970 square feet);

(b) an outdoor dining area (±1,715 square feet); and

(c) a dedicated parking area/loading area (±400 square feet).

Collectively the above interior and exterior areas constitute the "Premises" and are described in more detail on **Exhibit A** attached hereto and made a part hereof.

Lessee accepts the Premises "AS IS", exclusive of latent defects, and has determined and hereby acknowledges: (a) that the Premises are in good operating condition; (b) that the Premises are suitable for the permitted use as described herein; and (c) that Lessor has made no warranty of fitness concerning the suitability of the Premises for the permitted use.

2. TERM; OPTION PERIODS; HOLDOVER.

A. Lease Term. This Lease shall become effective as of the date of the latest signature hereon (the "Effective Date"). The Lease term and Lessee's right to occupancy and possession of the Premises shall commence on **May 1, 2026** (the "Commencement Date"). The Lease term shall be a period of three (3) years beginning at 12:00 a.m. on the Commencement Date and ending at 11:59 p.m. on **April 30, 2029** (the "Initial Term") unless terminated sooner as provided herein.

B. Option to Extend the Term. Lessor hereby grants to Lessee the option to extend the Initial Term for one (1) additional two-year (2-year) period (the "Option Period"). Said Option Period may only be exercised if this Lease is in full force and effect at the time of exercise and that Lessee, at the time of exercise, has fully complied with all conditions and obligations of this Lease and all amendments thereto (if any).

If Lessee requests to exercise an Optional Period, Lessee shall deliver written notice of its request to Lessor at least one hundred eighty (180) days (but not more than three hundred sixty-five (365) days) prior to the expiration of the Initial Term. Lessor shall then approve or disapprove Lessee's request as soon as practicable thereafter. The Initial Term and any exercised Optional Period are hereinafter collectively referred to as the "Lease Term".

C. Holdover. Lessee's continued use or occupancy of the Premises or any part thereof after the end of the Lease Term shall be construed as a month-to-month tenancy ("Holdover") which shall not exceed six (6) months. During a Holdover period all terms and conditions of this Lease shall apply, including the then-current rental fee, unless the Holdover is without Lessor's approval, in which case the rental fee due during the Holdover period shall increase to one hundred fifty percent (150%) of the then-current rental fee.

3. RENT. During the Initial Term of this Lease, Lessee hereby agrees and covenants with Lessor to pay the rental fee of **$2,250.00** per month ($27,000.00 per year) (the "Rent"). Rent shall be due and payable to Lessor **without notice or demand on the first day of each month** of

the Lease Term. During any exercised Option Period of this Lease the Rent due shall be the Rent due during the Initial Term plus nine percent (9.0%).

Rent payment checks shall be made payable to "National Hispanic Cultural Center" with "Restaurant/Commercial Kitchen" written in the memo section of the check. Rent payment checks shall be delivered to Lessor at the following address: Accounting Department, National Hispanic Cultural Center, 1701 4TH Street, Albuquerque, New Mexico 87505.

4. USE OF THE PREMISES.

A. Permitted Use. Lessee shall use the Premises for the operation of a restaurant/commercial kitchen including food and beverage takeaway service and ancillary uses thereto (the "Permitted Use"). Lessee shall not use the Premises for any other purposes without the prior written consent of Lessor.

B. Alcoholic Beverages. The Permitted Use includes Lessee's exclusive use of two (2) Lessor-owned governmental liquor licenses to serve alcoholic beverages at the Building (License #GOV-000078) and at the NHCC's Roy E. Disney Center for Performing Arts (including adjacent areas) (License #GOV-000062). Pursuant to § 60-6A-10 NMSA 1978, Lessee's use of Lessor's liquor licenses shall be in accordance with a separate Liquor License Lease Agreement which is attached hereto as **Addendum No. 1** and made a part hereof. Lessee shall be responsible for completing the annual renewal application for the liquor licenses, for any annual fees associated therewith, and for complying with all applicable regulations of the State of New Mexico Alcoholic Beverage Control Division, including § 60-6B-2 NMSA 1978, Subsection A through D.

C. Common Elements. Use of the Premises includes the non-exclusive use of: (i) common elements of the NHCC campus that are necessary for access to and from the Premises such as, NHCC campus parking lots, access drives, and sidewalks; and (ii) common elements of the NHCC campus facilities that serve the Premises such as water and sanitary sewer lines.

D. Active Use. The Parties acknowledge and agree that use of the Premises as a restaurant/commercial kitchen that provides both quality food and customer service enhances the experience of visitors to the NHCC campus. Lessee agrees to actively and continuously use the Premises for the Permitted Use. Lessee shall not cease its business operations, vacate or abandon all or part of the Premises at any time during the Lease Term, except as provided in this Lease. Lessee's cessation of its business operations, vacation or abandonment of all or part of the Premises, or dispossession by process of law or otherwise, shall be a breach of this Lease.

E. Exclusive Use. Lessee is granted the exclusive right to operate a restaurant/commercial kitchen at the Premises during the Lease Term. Lessor retains the right to provide food and beverages via other means from time to time such as, but not limited to, the use of food trucks, food kiosks, and caterers at other locations on the NHCC campus during NHCC-sponsored special events or during events conducted by renters of NHCC facilities, or the installation of snack food and beverage vending machines elsewhere at the NHCC campus.

F. Hours of Operation. Lessee may establish whatever operating hours it deems appropriate for its restaurant enterprise, however, at a minimum the restaurant must be open at least eight (8) hours per day and six (6) days per week. Once Lessee has established its operating hours, it shall notify Lessor whenever it makes changes to those hours. As of the Effective Date, NHCC is open to the public seven (7) days per week from 7:00 a.m. to 11:00 p.m. The NHCC

reserves the right to change its business hours from time to time and shall notify Lessee if it plans to do so.

G. Types of Food and Beverage Service. Food and beverage service must be provided at all times during the restaurant's operating hours. A combination of sit-down dining and takeaway food and beverage service is permitted.

H. Food Quality; Customer Service and Satisfaction. Lessee shall maintain high levels of food quality and customer service. The Parties shall meet annually (or more frequently if requested by Lessor) to review Lessee's food quality and customer service and to address any deficiencies and/or complaints related thereto. Lessor reserves the right to monitor Lessee's food and service quality via website/social media reviews, so-called "mystery shopping", or by other methods. Lessee's failure to maintain high levels of food quality and customer service or, in Lessor's determination, to sufficiently address any deficiencies related thereto, shall be a breach of this Lease.

I. Website and Social Media presence. Lessee shall maintain a website and social media presence for its restaurant operation and shall keep information associated therewith up to date. NHCC shall maintain a link to Lessee's website on its NHCC website.

J. NHCC Campus Rules and Regulations. Lessor may, in its sole discretion, from time to time adopt, amend, and enforce rules and regulations for the NHCC campus ("Rules and Regulations"). Lessor shall provide copies of the adopted Rules and Regulations, including those policies and procedures dealing with the health and safety of visitors to the NHCC campus, to Lessee when any Rules and Regulations are adopted or amended. Lessee shall faithfully observe and ensure compliance with the Rules and Regulations, subject to sound business practices and NHCC's image and quality, and other applicable state rules and regulations.

K. Signs. Lessee may place restaurant identification and directional signs on the exterior faces of the walls, doors, and windows of the Premises and in approved areas on the NHCC campus provided said signs, in Lessor's determination, are not excessive in number and are in keeping with NHCC's mission and setting. **Lessee shall not place any signs without the prior review and written consent of Lessor**. Lessee shall maintain all such approved signs in good condition and repair, and Lessor reserves the right to remove any sign that is not kept in good condition and repair by Lessee. If requested by Lessor, Lessee shall cause the design and installation of any such approved signs to comply with any applicable local ordinances or other governmental regulations.

L. Parking. Lessee's employees shall park in parking areas designated by Lessor at the commencement of this Lease. Lessor reserves the right to designate, from time to time, alternate parking locations specifically for Lessee's employees.

M. Compliance with Laws. The Permitted Use of the Premises shall at all times comply with all applicable governmental laws, ordinances, rules, and regulations, including but not limited to New Mexico Environment Department Food Safety Bureau and New Mexico Regulation and Licensing Department Alcoholic Beverage Control Division licensing and requirements related to food and alcoholic beverages. Lessee shall not use or permit the Premises to be used for any purposes prohibited by law.

N. Nuisance. Lessee shall not suffer or permit any nuisance in or upon the Premises, nor cause a cancellation of any insurance policy covering the Premises, nor shall Lessee sell, keep, or permit to be kept, used, or sold at the Premises any article which may be prohibited by the standard form of fire insurance policies. Lessee shall comply with reasonable requirements pertaining to the Premises imposed by an insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance. Lessee shall refrain from any activities that, in Lessor's sole and absolute discretion, are inconsistent with a professional setting, including but not limited to activities that produce objectionable noises, odors, or visual displays.

O. Hazardous Materials. Lessee shall at all times keep and maintain the Premises in compliance with, and shall not cause or permit the Premises or any activities conducted thereon to be in violation of, any federal, state or local law, ordinance or regulation relating to commercial or industrial hygiene, environmental safety or the environmental conditions on, under or about the Premises, including, but not limited to, air, soil, subsurface and ground water conditions. Lessee shall not use, generate, manufacture, store, produce, release, discharge, dispose of or otherwise permit the presence of, on, under or about the Premises or transport to or from the Premises any explosives (flammable or otherwise), radioactive materials, pollutants, contaminants, hazardous wastes, hazardous air pollutants, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "hazardous pollutants" or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials"). Upon request of Lessor, Lessee will prepare and provide such reasonable reports as will evidence compliance by Lessee with Hazardous Materials laws, and which will evidence that the Premises and the uses thereon comply with Hazardous Materials laws.

P. Assignment and Subletting. Lessee shall not, either voluntarily or by operation of law, directly or indirectly, sell, hypothecate, obligate, assign or transfer this Lease, or sublet the Premises or any part thereof, or permit the Premises or any part thereof to be occupied by anyone other than Lessee, its authorized agents, employees, invitees and visitors, without the prior written consent of Lessor, which consent may be withheld or conditioned by Lessor for any or no reason.

5. UTILITIES; JANITORIAL; SECURITY

A. Electric, Natural Gas, Water, and Sewer. Lessor shall arrange and pay for all electric, natural gas, domestic water, and sanitary sewer utility services as supplied to the Premises, including any taxes thereon.

B. Telephone, Internet, and Cable Television. Lessee shall arrange and pay for any telephone, internet, wi-fi, cable television, and streaming services, including additional telephone lines for operation of credit card machines, point-of-sale equipment, cash registers and other similar units, and any wireless routers or other similar equipment.

C. Trash and Recycling. Lessor shall arrange for the installation, regular collection, and payment of fees for whatever trash and recycling services it deems necessary to adequately handle the trash and recycling generated at the Building. Lessee shall deposit trash and recycling so as not to overload the provided containers and shall promptly redeposit any materials that escape from the provided containers. Lessor reserves the right to require Lessee to arrange

and pay for its own or additional trash and recycling services if Lessee's operations exceed the capacity of Lessor-provided receptacles or service schedules.

D. Waste Cooking Oil Disposal. Lessee shall, if required for its restaurant operations, arrange for the installation and payment of fees for a waste cooking oil receptacle and associated regular waste cooking oil disposal services. Lessee shall arrange to place its waste cooking oil receptacle in a location designated by Lessor and shall deposit waste cooking oil so as not to overload the provided receptacle and so as not to spill waste cooking oil outside of the provided receptacle. Lessor reserves the right to require Lessee to clean any areas (via power washing or other method) that become soiled with waste cooking oil or similar substances.

E. Janitorial. Lessee shall arrange and pay for all janitorial services for the Premises.

F. Security; Security Systems. Lessor shall provide general security for the NHCC campus during the NHCC's normal business hours. Lessee shall be permitted to use the Building's security alarm system accessible via a touchpad at the entrance to the Premises. Lessee shall arrange and pay for any additional Premises-specific security/camera systems it desires for the Premises.

6. MAINTENANCE AND REPAIR OF PREMISES.

A. Lessee shall, at its sole cost and expense, keep the Premises clean and in good order, condition, and repair. Lessee's maintenance and repair obligations with respect to the Premises shall include, but not be limited to all trade fixtures, equipment, furniture, signs, and appurtenances thereto, and any leasehold improvements or trade fixtures installed by Lessee. Lessor may require Lessee to undertake maintenance and repairs of the Premises, and other items described in this Article, when in its sole discretion Lessor deems it necessary and, in such instance, Lessee shall perform said maintenance and repairs in a timely manner.

B. Lessor shall be responsible for maintenance and repairs to the Premises' structural systems (foundation, floor slabs, roof, and walls) and the Premises' HVAC, plumbing, and electrical systems (except as otherwise provided in this Article). Lessee shall be responsible for notifying Lessor in a timely manner if it discovers problems with the above systems. Any signs of negligence on the part of Lessee regarding these systems will result in charges to Lessee for repairs. In such instance Lessee agrees to promptly reimburse Lessor for the cost of any such repairs.

C. Food Service Equipment. Lessee shall arrange and pay for the regular maintenance and repair of all food service equipment and fixtures, and commercial cleaning services related thereto, including but not limited to the regular cleaning and servicing of range hoods and their associated fans and rooftop appurtenances. Under no circumstances shall Lessee allow grease emanating from range hoods to accumulate on the Building's roofing system.

D. Grease Trap; Toilets, Sinks, and Floor Drains; Hydro jetting. Lessee shall arrange and pay for the regular servicing of the Premises' grease trap(s). Lessee shall be responsible for keeping the Premises' plumbing free flowing to the exterior grease trap(s) along with the cost of any licensed plumbing services required to do so, including: (i) as necessary the unclogging of floor drains, sinks, and toilets; and (ii) at least once per year, or more frequently as necessary, the hydro jetting of plumbing lines from the Premises to the exterior grease trap. Lessor

shall be responsible for service of plumbing lines from the exterior grease trap(s) to the City of Albuquerque's main sewer line(s).

E. Light Fixtures and Bulbs. Lessee shall arrange and pay for the replacement of light bulbs throughout the Premises as necessary. Lessor shall be responsible for repairing the Premises' lighting fixtures, except those fixtures installed by Lessee.

F. Fire Suppression Systems. Lessor shall arrange and pay for the regular and timely inspection, maintenance, and repair of fire sprinkler systems, fire alarm systems, and fire extinguishers as required by code or as directed by governmental fire inspection authorities, including the replacement of fire extinguishers when required. Lessee shall arrange and pay for the regular and timely inspection, maintenance, cleaning, and repair of range hood Ansul®-type fire suppression systems as required by code or as directed by governmental fire inspection authorities.

7. RIGHT OF ENTRY AND INSPECTION. Lessor and its agents, employees, or contractors may enter upon the Premises at all reasonable times for any of the following purposes: (a) to routinely inspect the Premises for damage or destruction, to assess required maintenance, or to determine Lessee's compliance with its obligations under the Lease; (b) to perform such maintenance to the Premises as Lessor is obligated or may elect to perform; (c) to make such repairs to the Premises as Lessor is obligated or may elect to make; (d) to post notices of non-responsibility for alterations or additions or repairs; (e) to show the Premises to third parties; or (f) for any other purpose Lessor deems necessary.

Lessor shall give Lessee reasonable prior notice of such entry, except in case of emergency, in which case Lessor shall inform Lessee of such entry as soon as practical thereafter. Lessor shall endeavor to conduct its activities on the Premises as allowed in this Article in a manner that shall cause the least inconvenience, annoyance, or disturbance to Lessee as practicable. Lessor shall have such right of entry and the right to fulfill the purpose thereof without any rebate or proration of consideration for any loss of occupancy unless such entry results in the loss of quiet enjoyment or occupancy of the Premises occasioned by such entry.

8. ALTERATIONS; TRADE FIXTURES.

A. Lessor's Consent Required. **Lessee shall not make any alterations in, or additions to, the Premises without the prior written consent of Lessor**. Lessee shall provide Lessor with a written request for its approval of the desired alterations, specifying which of them, if any, shall be removed by Lessee and which are permanent. If consent is granted, all alteration work done shall be performed in accordance and compliance with all applicable governmental building and zoning ordinances and laws. Any violations of such ordinances or laws filed against the Premises shall be corrected by Lessee at its expense. Any changes or alterations which may be required by law or by any governmental agency resulting from the occupancy of Lessee shall be made by Lessee at its expense. Any additions to or alterations which become permanently attached to the Premises shall become a part of the realty and shall belong to Lessor.

B. Alteration Costs. Lessee agrees to pay all costs and expenses for any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to Lessee in or about the Premises that may be secured by a mechanic's or materialman's interest therein, and shall cause any such lien to be discharged at the performance of any obligation secured thereby;

provided, however, that if such lien is reduced to final judgment and if such judgment or process thereon is not stayed and the stay expires, then Lessee shall forthwith pay and discharge the judgment in order to prevent any cloud on Lessor's title to the Premises or portion thereof. At least five (5) business days before commencing any repairs or renovations, Lessee shall give Lessor a list of all parties that shall provide materials or furnish labor and shall obtain and deliver corresponding lien releases to Lessor upon Lessor's request. Lessor shall have the right to post and maintain notices of non-responsibility on the Premises under the laws of New Mexico.

C. Trade Fixtures. **Exhibit B** contains a list of trade fixtures, equipment, and furniture owned by Lessor and present at the Premises as of the Commencement Date that are provided for Lessee's use. All such trade fixtures, equipment, and furniture are provided in "as is" condition. Lessee shall provide at its expense any additional trade fixtures, equipment, and furniture it deems necessary to operate its restaurant/commercial kitchen enterprise. Shelving, point-of-sale systems, security alarm systems provided by Lessee, movable furniture, and other trade fixtures, if any, paid for and installed by Lessee at Lessee's expense shall be the property of Lessee. All other fixtures attached to the Premises shall be the property of Lessor and shall remain upon and be surrendered with the Premises upon termination of this Lease. Notwithstanding the foregoing, Lessee may at the termination of the Lease remove any trade fixture installed and paid for by Lessee, provided that Lessee, at its expense, immediately repairs any damage to the Premises occasioned by such removal and thus restores the Premises to as good condition as when first occupied by Lessee, ordinary wear and tear excepted.

9. INDEMNIFICATION.

A. Notwithstanding any other provision of this Lease to the contrary, no term or condition of this Lease shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to Lessor under § 41-4-1 *et. seq.* NMSA 1978 (the "New Mexico Tort Claims Act") including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted. The Parties hereto acknowledge and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of New Mexico, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the New Mexico Tort Claims Act. Any provision of this Lease, whether incorporated herein by reference or not, shall be controlled, limited, and otherwise modified to limit any liability of Lessor and the State of New Mexico to the above cited laws. The Parties agree that as among the Parties, Lessor's and the State of New Mexico's liability shall be determined pursuant to said statutes whether claims are based on Lessor's acts or omissions within New Mexico or elsewhere.

B. Lessee agrees to defend, indemnify, and hold harmless Lessor and its officers, officials, agents, and employees from and against all suits, actions, claims, demands, penalties, fines, liabilities, settlements, damages, costs, and expenses (including but not limited to consultants' fees, reasonable fees of attorneys, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, brought against Lessee and/or Lessor because of any injury, including death at any time resulting from bodily injury, damages for care and loss of services, or damage received or sustained by any person, persons, or property arising out of or resulting from any negligent act, error, or omission of Lessee, its agents, subcontractors, or its employees arising out of the operations of Lessee or Lessee's performance, purported performance, or non-performance of this Lease or Lessee's activities at the Premises.

10. INSURANCE.

A. Liability Insurance. Lessee shall obtain, at its expense, a policy of comprehensive general public liability insurance acceptable per the requirements of state statutes and keep said policy in force at all times during the Lease Term. The policy shall insure Lessee against all liability and risk arising out of the occupancy and use of the Premises. Such insurance shall be in the amounts of not less than one million dollars ($1,000,000).

B. Workers' Compensation. Lessee shall obtain, at its expense, a policy of Workers' Compensation insurance as required by state law and keep the policy in force at all times during the Lease Term.

C. Liquor Liability Insurance. Lessee shall obtain, at its expense, a policy of liquor liability insurance meeting the requirements of state statutes and keep the policy in force at all times during the Lease Term. The policy shall insure Lessee against all liability and risk arising out of the use of the Premises and other included areas for service and storage of alcoholic beverages. Such insurance shall be in the amounts of not less than one million dollars ($1,000,000).

D. Certificates of Insurance. Lessee shall on or before the Commencement Date (and at any time thereafter upon Lessor's request) furnish Lessor with certificates of coverage evidencing the coverage described in this Article ("Certificate(s) of Insurance"). All Certificates of Insurance, except for workers' compensation coverage, shall name the State of New Mexico, NHCC Board of Directors, and the DCA as loss payees and additional insureds. Lessee acknowledges and agrees that its obligation and cost to provide the insurance coverages described in this Article, and any other insurance policies it elects to obtain, is in addition to its Rent obligations.

E. Waiver of Subrogation. Lessee hereby grants Lessor a waiver of any right to subrogation which any insurer of Lessee may acquire against Lessor by the payment of any loss under such insurance except for any workers' compensation claims. Lessee agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether Lessor has received a waiver of subrogation endorsement from the insurer.

F. Lessor Obligations. Lessor shall, during the Lease Term, at Lessor's sole expense, maintain in full force and effect such insurance as will insure the Building structure (to include all leasehold improvements) for Special Causes of Loss, or the then equivalent, ordinary exclusions excepted. Such insurance shall be in an amount equal to the full replacement value of the Building, contents, and lease improvements at the time of loss, excluding foundations and footings.

G. Liability. As between the Parties, each party will be responsible for liability arising from personal injury or damage to persons or property occasioned by its own agents or employees in the performance of this Lease, subject in the case of Lessor to the immunities and limitations of the New Mexico Tort Claims Act and any amendment thereto.

11. DESTRUCTION OR DAMAGE TO THE PREMISES.

A. Lessee shall not use or permit the Premises to be used in any manner that shall damage the Premises.

B. Lessor's Options. If any portion of the Premises are damaged or destroyed by any cause not the result of the actions or neglect of Lessee or its agents, contractors, or employees, Lessor may elect to: (i) restore or repair the Premises to substantially their previous condition; or (ii) amend the description of the Premises to exclude the damaged or destroyed portion thereof, in which case Lessee shall surrender and vacate the excluded portion of the Premises. Nothing herein is intended to relieve Lessee of its obligation to pay all costs of repair or restoration of damage caused by the actions or neglect of Lessee or its agents, contractors, or employees.

C. Proration of Rent. If the damage or destruction described herein is not the result of the actions or neglect of Lessee or Lessee's agents or employees, and such damage or destruction prevents Lessee's use of a portion of the Premises, then the Rent due for the subject portion of the Premises shall be prorated to account for the time that the subject portion of the Premises was unusable by Lessee.

12. DEFAULT; REMEDIES; WAIVERS.

A. Default. Any one or more of the following events shall constitute a default and breach of this Lease by Lessee:

(i) Lessee fails to fulfill the Rent provisions of this Lease within ten (10) days after Lessor makes written demand for the same.

(ii) Lessee fails or refuses to perform or comply with any of the covenants, conditions, provisions, or obligations in or referred to within this Lease to be observed or performed by Lessee, where such failure shall continue for a period of ten (10) days after written notice thereof by Lessor to Lessee. If, in Lessor's sole determination, the nature of Lessee's default is such that more than ten (10) days are reasonably required for the cure of the default, then Lessee shall not be deemed in default if Lessee commences such cure within said ten (10) day period and thereafter diligently prosecutes such cure and completes such cure within a period specified by Lessor.

B. Remedies upon Default. If any default or breach by Lessee remains uncured after the time specified in this Article for cure, Lessor may in its sole discretion, at any time thereafter, with or without notice of demand and without limiting Lessor in the exercise of a right or remedy which Lessor may have by reason of such default or breach:

(i) terminate this Lease by giving written notice of such election to Lessee. Lessee shall, on the date specified by such termination notice, immediately and peaceably surrender possession of the Premises to Lessor, whereupon Lessor may enter upon the Premises or any portion thereof, and expel and remove any person occupying the same; or

(ii) maintain Lessee's right to possess the Premises, in which case this Lease shall continue in effect regardless of whether Lessee has abandoned the Premises or not. In such event, Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover Rent and any other charges and adjustments as may become due hereunder; or

(iii) pursue any other remedy available to Lessor under the laws or judicial decisions of the State of New Mexico in addition to those specified above.

C. Cumulative Remedies and Waiver of Default.

(i) The several rights and remedies granted to the Parties shall be cumulative and in addition to any others allowable by law. The exercise of one or more rights or remedies shall not impair either party's rights to any other right or remedy.

(ii) A waiver by Lessor or Lessee of any default(s), including a waiver implied by not declaring this Lease terminated for such default(s) shall not constitute a waiver of the right to declare this Lease terminated for any continuing or subsequent default(s).

(iii) A waiver by Lessor of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same term, covenant or condition nor shall any practice which may become established between the Parties in the administration of this Lease be construed to waive or lessen Lessor's right to insist upon Lessee's performance in strict accordance with such terms, covenants, or conditions.

(iv) Subsequent acceptance of Rent due hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay any Rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such Rent.

(v) No covenant, term, or condition of this Lease shall be deemed to have been waived by Lessor, unless such waiver is in writing. The fact that Lessor may perform an act that it is not obligated to perform (by law or under this Lease) shall under no circumstances be deemed a waiver of its right not to perform such act or similar acts in the future. If Lessee fails to perform any of its affirmative obligations under this Lease, such unperformed obligation shall survive the expiration or sooner termination of this Lease. In addition, Lessor's consent to or approval shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act of Lessee, whether similar or dissimilar to the act which was consented to or approved by Lessor.

13. END OF LEASE. On the last day of the Lease Term, or on the termination date thereof by reason of default or other provisions herein, Lessee shall surrender the Premises in good order, broom clean condition and repair, reasonable wear and tear excepted. Lessee shall have removed its trade fixtures, signs, and other property from the Premises promptly at the expiration or the termination of the Lease Term. If the Premises are not surrendered promptly at the end of the Lease Term, Lessee shall indemnify Lessor against loss or liability resulting from Lessee's delay in surrendering the Premises, including reasonable attorneys' fees and claims by a succeeding Lessee founded upon such delay. Lessee shall deliver to Lessor all keys and/or passcodes (if any) for the Premises upon surrender of the Premises.

14. FORCE MAJEURE. The occurrence of any of the following events shall excuse such obligations of Lessor or Lessee as are thereby rendered impossible or reasonably impracticable for so long as such obligation remains impossible or reasonably impracticable to perform, provided such event is not the fault of the party delayed in performing the obligation under this Lease: strikes, lockouts, acts of God, pandemics, public health emergencies, failure of power, water, fuel, electricity, electronic data transmission, communications, or other utilities, governmental restrictions, regulations, or controls, administrative, executive or judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform. As soon as practicable prior to

suspending its performance obligations, the party claiming the occurrence of a force majeure event shall provide written notice to the other party.

In the event of casualty or the occurrence of any force majeure event preventing Lessee's use of the Premises or portion thereof, Lessee's Rent obligations shall be tolled from the date of such occurrence until Lessee's ability to use the Premises, or portion thereof has been restored. In such event, the Rent due shall be prorated to reflect the portion of the Premises affected and the period that Lessee's use of the affected portion of the Premises was interrupted.

15. BANKRUPTCY. The appointment of a receiver to take possession of all or substantially all of the assets of Lessee or of the operations of Lessee at the Premises, or a general assignment by Lessee for the benefit of creditors, or the filing of proceedings in insolvency or bankruptcy, involuntarily or voluntarily, by or against Lessee, shall at the option of Lessor, be deemed a breach of this Lease to the extent that this provision does not conflict with the Bankruptcy Code of the United States. In such event Lessor shall have the option to immediately terminate this Lease and to re-enter the Premises to take possession thereof, and Lessee shall quit and peaceably surrender the Premises to Lessor.

Lessee shall notify Lessor at least one hundred and twenty (120) days in advance if Lessee contemplates any of the above events taking place. Upon such notification, Lessor may elect to provide Lessee with some consideration and in return Lessee shall terminate the existing Lease. Thereafter, Lessee's occupancy shall be on a month-to-month basis, at the sufferance of Lessor. The Premises are non-residential real property and not a shopping center for the purpose of Section 365 of the Bankruptcy Code, 11 U.S.C. Section 365.

16. MISCELLANEOUS.

A. Invalidity or Unenforceability. If any term, covenant or condition of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

B. Laws. The laws of the State of New Mexico shall govern the interpretation, validity, performance, and enforcement of this Lease. The Parties may, in the event of a dispute, seek to resolve their differences by mediation and, failing that in a court of law.

C. Previous Agreements. This Lease incorporates all prior negotiations between the Parties, is the only agreement between them and supersedes and replaces any previous verbal agreements, licenses, or leases between the Parties related to the Premises, excepting those provisions of a previous agreement between the Parties (if any) that were intended to survive the termination of said agreement. No amendment or modification of this Lease, or any approvals or permissions of Lessor required under this Lease, shall be valid or binding unless reduced to writing and executed by the Parties.

D. Tort Claims. No provision or condition of this Lease shall be construed or interpreted as a waiver, either expressed or implied, by the State of New Mexico, DCA and/or NHCC and its Board of Directors (collectively the "State") of sovereign immunity and any of the immunities, rights, benefits or protections provided to the State under the New Mexico Tort Claims

Act, including, without limitation, under any similar statute which may be subsequently enacted, or under any other applicable statutory and common law.

E. Appropriations. Lessor's performance of the obligations set forth in this Lease is contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance by Lessor of those obligations. Lessor's decision as to whether sufficient appropriations are available shall be accepted by all Parties hereto and shall be final.

F. Relationship of Parties. Nothing contained herein shall be deemed or construed as creating a partnership, joint venture, any fiduciary relationship, or any other relationship between the Parties other than that of Lessor and Lessee. The Parties agree that Lessee does not perform governmental services.

G. Open Meetings Act. This Lease does not subject Lessee to the New Mexico Open Meetings Act or make its records (other than any of its records that might be in possession of Lessor) public records subject to the New Mexico Inspection of Public Records Act. Lessee holds no public records on behalf of Lessor.

H. Quiet Enjoyment. Lessor covenants and agrees with Lessee that, upon Lessee meeting its obligations under this Lease, Lessee shall peaceably and quietly enjoy the Premises for the Lease Term, subject to the provisions of this Lease.

17. NOTICE. Any notice which may be required to be given under this Lease by either party to the other shall be in writing. Notices may be served personally or shall be deemed duly served if mailed by US mail or by e-mail, except those notices related to breaches or default of this Lease. Notices related to breaches or default of this Lease may be served personally or shall be deemed duly served if mailed by certified mail, return receipt requested, with proper postage prepaid. Service by certified mail shall be deemed complete as of the third business day following mailing such notice. Service shall be made to the Parties at the following addresses:

To Lessor:	To Lessee:
National Hispanic Cultural Center	_____
c/o NM Department of Cultural Affairs	_____
407 Galisteo Street, Suite 260	_____
Santa Fe, NM 87501	_____
Attn: Director of Real Estate	_____

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S).]

This LEASE AGREEMENT represents the entire understanding of the Parties hereto. The Parties acknowledge and affirm their intention to be legally bound by their signatures, below, and this Lease shall be duly executed as of the date of the last signature affixed below.

LESSOR:

NATIONAL HISPANIC CULTURAL CENTER

_____ Date: _____
Vaadra Chavez, President - Board Of Directors

DEPARTMENT OF CULTURAL AFFAIRS

_____ Date: _____
Debra Garcia y Griego, Secretary

_____ Date: _____
Zackary Quintero, NHCC Executive Director

Reviewed as to Legal Sufficiency

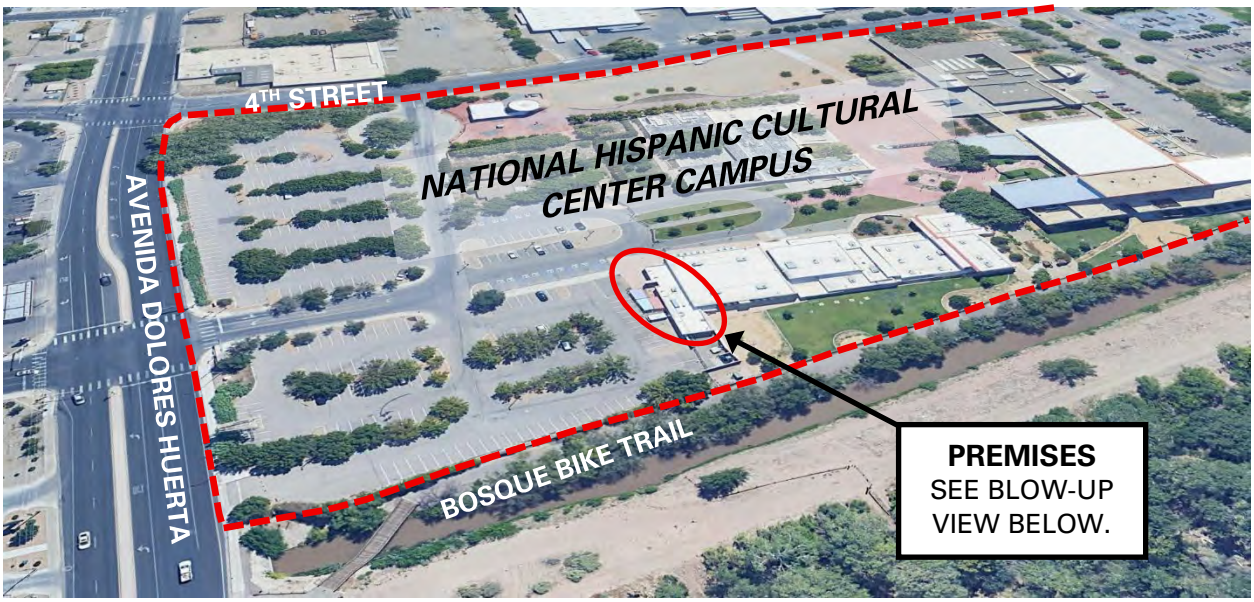
_____ Date: _____
Max DeAzevedo, General Counsel

LESSEE:

[NAME]

_____ Date: _____
[Authorized Signatory, Title]

EXHIBIT A



NATIONAL HISPANIC CULTURAL CENTER
1701 4TH STREET, ALBUQUERQUE, NM

PREMISES – EXTERIOR

EXHIBIT A, Cont.

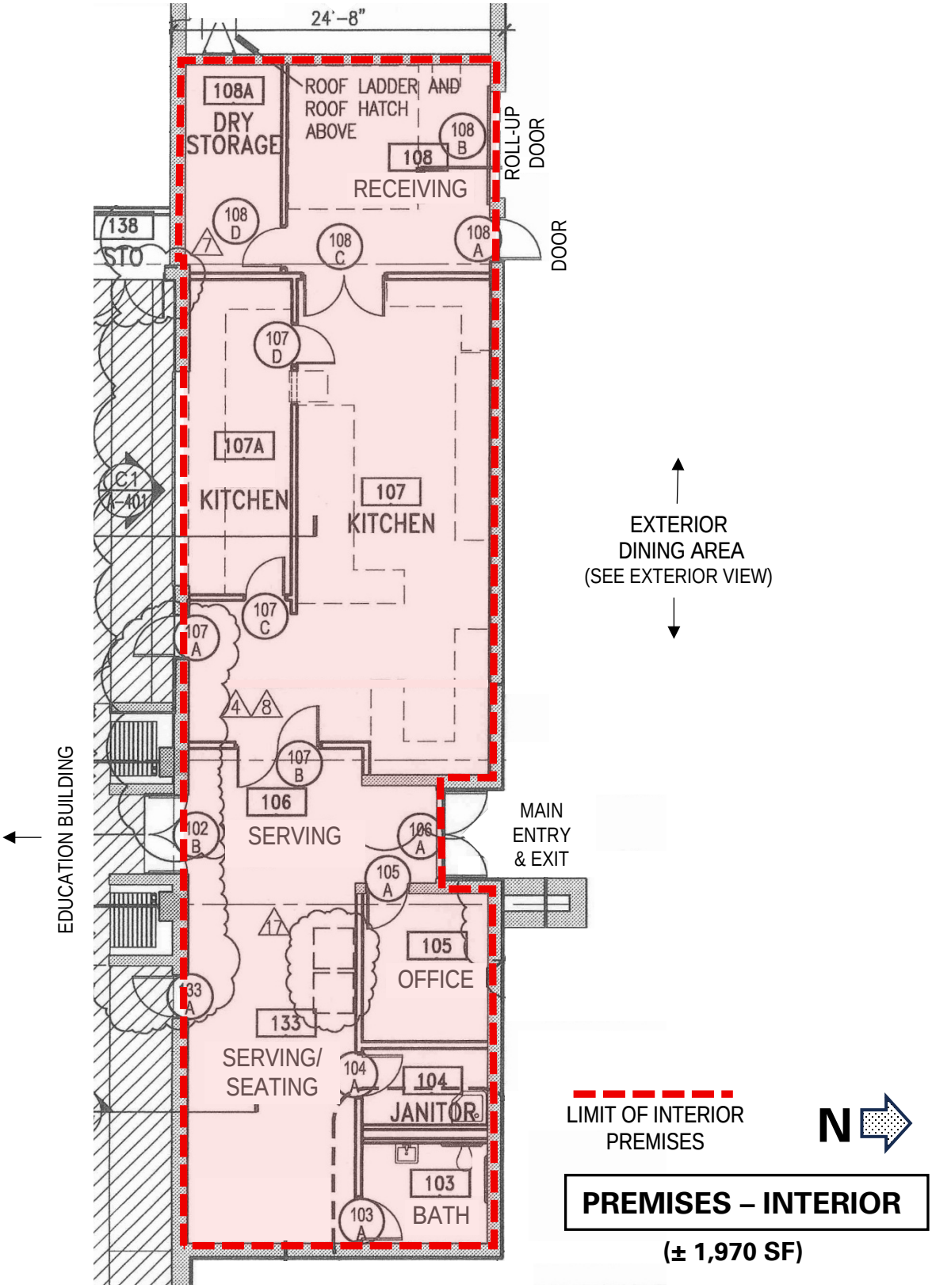


EXHIBIT B

List of Lessor-owned restaurant equipment provided for Lessee's use per Article 8*.

QTY.	ITEM	MODEL#; SERIAL #
1	Brasilia espresso/cappuccino machine	Model# Portofino 1GR
1	Delfield® fridge & table combo	Model# 406; Serial# A1Q521398-T
1	Bunn® single-pot coffee maker	Serial# SGCW007896
1	Bunn® single-pot coffee warmer	Serial# 74898-12203-0001
2	OGGI coffee dispensers	
1	Glastender® back bar cooler	Model# LP108-R1-BN; Serial# 22-62486
1	La Crosse cooler & sink combo	Serial# 99AK209
1	La Crosse triple sink	Serial# 99AK293
1	Delfield® fridge & table combo	Model# 406; Serial# A1Q521050-T
1	Inter-Fab water station & dry storage	
1	Auto-Chlor® dishwashing system	
2	5-shelf wire racks	
1	TEC gas grill	
1	Southbend range/oven, flat iron combo	
1	Champion series cooking griddle (flat iron)	
1	Delfield® electric hot food table w/storage	Serial# 94175002M
1	3-basin deep fryer (digital)	
1	Market Forge convection steam cooker	
1	Continental® refrigerator	Model# DLR2R-SS; Serial# 13360113
2	F.W.E.® food warmers	
1	Hoshizaki ice maker	Model# KM-1200MAE
1	Silverstar by Southbend double baking oven	
1	Southbend 4 big burner range/oven	
1	Continental® fridge/freezer	Model# DL2RF-SS; Serial# 133A0000
1	Hobart deli slicer	Model# 2612; Serial# 561-121-328
1	Univex 4-speed commercial mixer	Serial# M003491
1	American Panel walk-in cooler	Model# FW3477-11TNWNL; # 27445 D-2
1	American Panel walk-in freezer	Model# FW3477-11TNWNL; # 27445 D-1

*Note: All items listed hereon are provided in "As Is" condition. Lessee shall verify all equipment and familiarize itself with the equipment's condition prior to taking occupancy.

ADDENDUM No. 1

To Lease Agreement between
National Hispanic Cultural Center and _____
for a Restaurant & Commercial Kitchen
at the National Hispanic Cultural Center

LIQUOR LICENSE LEASE AGREEMENT

This ADDENDUM No. 1 ("Liquor License Lease") is made as of the date of last signature below by and between the NATIONAL HISPANIC CULTURAL CENTER and the NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS (hereinafter collectively referred to as "Lessor" or "NHCC") and _____ (hereinafter referred to as "Lessee"); together, Lessor and Lessee constitute the "Parties".

RECITALS

WHEREAS, this Liquor License Lease is an Addendum to the restaurant/commercial kitchen lease (the "Lease") of Premises located at the NHCC, 1701 4TH Street, Albuquerque, Bernalillo County, New Mexico entered into by the Parties; and

WHEREAS, the Lessor currently holds Governmental Liquor Licenses #GOV-000062 and #GOV-000078 (together, the "Liquor Licenses") issued by the State of New Mexico Regulation and Licensing Department - Alcohol Beverage Control Division ("ABCD") for use at the NHCC; and

WHEREAS, pursuant to § 60-6A-10(B) NMSA 1978, Lessor wishes to lease its Liquor Licenses to Lessee so that Lessee can, as part of Lessee's restaurant/commercial kitchen enterprise, engage in the sale and dispensing of alcoholic beverages at the Premises and at certain other locations on the NHCC campus described herein.

NOW THEREFORE, the Parties agree as follows:

1. LIQUOR LICENSES LEASED. Subject to ABCD annual renewal, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the following Governmental Liquor Licenses:

A. License #GOV-000062 to be used to serve alcoholic beverages for consumption at the NHCC's Roy E. Disney Center for Performing Arts (including the museum and the corridor to the Visual Arts building).

B. License #GOV-000078 to be used to serve alcoholic beverages for consumption at the NHCC's Pete Domenici Education Building (including the Premises).

2. TERM AND EARLY TERMINATION.

A. Lessee will commence activities authorized under the Liquor Licenses upon review and approval by ABCD of this Liquor License Lease, and/or Lessor's forms and documents submitted to ABCD for designation of Lessee as an "Agent Lessee". The term of this Liquor License Lease shall commence and run concurrently with term of the restaurant/commercial

kitchen Lease and shall terminate at the end of said Lease, unless sooner terminated as herein provided. This Liquor License Lease may be terminated early pursuant to Articles 3, 15, or 16 of this Liquor License Lease. The Parties acknowledge and agree that this Liquor License Lease is an Addendum to, and intended to run concurrently with, the restaurant/commercial kitchen Lease, and that it shall automatically terminate upon the end of said Lease.

B. This Liquor License Lease shall terminate early without penalty if the restaurant/commercial kitchen Lease terminates early, or if ABCD does not renew/approve Lessee's continued use of the Liquor Licenses. In such a case, early termination of this Liquor License Lease shall coincide with the termination of the restaurant/commercial kitchen Lease or with the end of the Liquor Licenses.

3. LEASE FEE. In consideration of this Liquor License Lease and as compensation for the exclusive use of the Liquor Licenses, Lessee shall pay a fee of **$4,800** per year ("Liquor License Lease Fee") to Lessor, which shall be payable to Lessor, without notice or demand, in monthly installments of **$400.00** on the first day of each month during the term of this Liquor License Lease**. The Liquor License Lease Fee is part of, and included in, the Rent specified in Article 3 of the restaurant/commercial kitchen Lease.**

In addition, Lessee shall directly pay all fees described in Articles 7 (Annual Liquor License Renewals) and 8 (Taxes and Fees) plus any applicable New Mexico gross receipts tax for the term of this Liquor License Lease. Lessee shall keep and maintain a separate bank account, in the sole name of Lessee, for all funds generated as a result of its activities as Agent Lessee of the Liquor Licenses, including maintaining an exclusive bank account for revenue from the sale of alcoholic beverages that is separate from all other proceeds or revenue such as food sales. Lessee understands that it is entitled to all profits and is responsible for all losses and liabilities arising from its use of the Liquor Licenses.

4. RECORDS. Lessee shall maintain complete and proper books, records and accounts of its gross sales of alcoholic beverages, both for cash and on credit. Lessor, its agents and employees, and the New Mexico Department of Finance Administration, shall have the right at any and all times, during the regular business hours, to examine and inspect all of the books and records of Lessee, including any sales tax reports pertaining to business of Lessee conducted in, upon, or from the Premises, for the purpose of investigating and verifying the accuracy of any statement of sales or compliance with any requirements of state law. Lessee shall keep all said records for three (3) years after the expiration of this Liquor License Lease. If such examination shall disclose any willful or substantial inaccuracies, this Liquor License Lease may thereupon be canceled and terminated, at the option of Lessor.

5. APPROVALS. Lessee will be responsible for preparation of the ABCD application or request for annual renewal of the Liquor Licenses including designation of Lessee as Agent Lessee, and for any fees associated therewith.

6. USE OF LIQUOR LICENSES.

A. Lessee is granted the exclusive right to use the Liquor Licenses to engage in the sale and dispensing of alcoholic beverages at the allowed locations specified in each Liquor License. As such Lessee agrees that it shall provide alcoholic beverage service at all events at said allowed locations when the NHCC (or an NHCC-approved third-party renter of the allowed

location) requests alcoholic beverage service be provided. Lessee may set its own prices and charge whatever fees it determines are necessary to provide such service, provided however, that such fees and charges are in line with market rates for similar services. Lessee may from time to time voluntarily opt out of providing alcoholic beverage service for a specific event and, in such instance, the NHCC (or an NHCC-approved third-party renter of the allowed location) may arrange for alcoholic beverage service from an alternative provider.

B. Lessee will designate qualified people as statutory and other necessary agents. Lessee will not allow the Liquor Licenses to be used in violation of any federal, state, or municipal statutes, laws, ordinances, and regulations issued by ABCD. Lessee will pay any citations, fines, charges, or damages resulting from any such violation or otherwise arising from the operation and use of the Liquor Licenses under this Liquor License Lease.

C. Package sales of alcoholic beverages are prohibited.

D. Lessor will seek to have Lessee designated as an "Agent Lessee" as provided in ABCD regulations.

7. ANNUAL LIQUOR LICENSE RENEWALS. The Parties will cooperate in obtaining annual renewals of the Liquor Licenses. Unless otherwise required by ABCD, Lessee will sign and promptly file the renewal forms. Lessee will pay all renewal fees due to ABCD and any applicable taxes, including any annual city and/or county Liquor License taxes due. Lessee will cooperate in providing any information needed to comply with ABCD's annual requirement that Lessor provide, at least sixty (60) days prior to the date for renewal, documentary proof to ABCD that Lessee is qualified to continue its lease of the Liquor Licenses, as required by § 60-6A-10(C) NMSA 1978.

8. TAXES AND FEES.

A. During the Term of this Liquor License Lease, Lessee will pay all taxes, fees, charges, and bills, including fines and penalties, properly imposed on the Liquor Licenses for the use, registration, leasing, licensing, rental, or operation of the Liquor Licenses. Lessee's New Mexico Gross Receipts Tax Identification Number is: _____.

B. Lessor is authorized to obtain information concerning the filing of monthly Gross Receipts Tax reports and annual income tax reports with the New Mexico Taxation and Revenue Department by Lessee and the amount of any liability of Lessee for New Mexico taxes.

C. Lessee will provide to Lessor copies of all monthly gross receipts' records, forms, filings, and checks submitted to the New Mexico Taxation and Revenue Department.

9. LIQUOR WHOLESALERS. Lessor is authorized to contact liquor wholesalers directly to determine whether and what amounts any liquor wholesaler is owed by Lessee.

10. INDEMNITY. Lessee will and does hereby covenant to indemnify, defend and hold harmless Lessor, and the State of New Mexico, and their employees against all demands, claims, causes of action, judgments, losses, liability, and/or costs, expenses and fees, including reasonable attorneys' fees, arising out, relating to or in connection with (a) Lessee's use or operation of the Liquor Licenses; (b) the cancellation or suspension of the Liquor Licenses; or (c)

any other default of Lessee under this Liquor License Lease. This indemnity and obligations arising out of or related to events occurring during the Term will survive after the end of the Term.

11. LIQUOR LIABILITY INSURANCE. Lessee will obtain and maintain throughout the Term of this Liquor License Lease, liquor liability insurance with a minimum of one million dollars ($1,000,000) coverage that includes Lessor and the State of New Mexico as additional named insureds and provides for notice to Lessor of nonpayment, cancellation, or change of coverage. Lessee shall provide Lessor with proof of liquor liability insurance at the commencement of the Term and at any time thereafter during the Term when requested by Lessor.

12. TRANSFER AND ENCUMBRANCE. Lessee may not encumber or sublease the Liquor Licenses or assign its rights or delegate its duties under this Liquor License Lease without the prior written consent of Lessor.

13. PERFORMANCE OF OTHER PARTY'S DUTIES. If Lessee fails to perform any of its duties under this Liquor License Lease, Lessor may perform such duties without notice or demand to Lessee (unless otherwise stated) and without waiving Lessor's right to declare a default or pursue any other remedy.

14. CITATIONS. If Lessee is cited for violation of § 60-3A-1 *et. seq.* NMSA 1978 (the "New Mexico Liquor Control Act") or its regulations, Lessee will provide Lessor with a copy of the citation and Lessee's explanation of what occurred. If Lessee receives two (2) such citations within a twelve (12) month period, Lessee will be required to meet with Lessor to review operations pursuant to this Liquor License Lease and Lessee shall present a plan to avoid receiving a third (3rd) citation, which could subject the Liquor Licenses to suspension pursuant to the New Mexico Liquor Control Act or its regulations.

15. LESSEE'S DEFAULT. Lessee will be in default of this Liquor License Lease upon the occurrence of any of the following events:

A. The failure to pay when due any payment of taxes, liquor wholesaler debt, or insurance;

B. The failure to perform any obligations under this Liquor License Lease;

C. The naming of Lessee as a debtor in a petition filed under the federal Bankruptcy Code, the making by Lessee of any assignment for the benefit of creditors, or the appointment of a trustee or receiver for Lessee or for a substantial part of Lessee's property;

D. The receipt of three (3) citations for violations of the New Mexico Liquor Control Act or its regulations within a twelve (12) month period, which are not dismissed within six months of the date that the citation is issued;

E. The commencement of revocation proceedings against the Liquor Licenses by ABCD or any notice from ABCD that the Liquor Licenses will not be renewed due to citations issued for violations of the New Mexico Liquor Control Act or its regulations;

F. A default by Lessee under the terms of the restaurant/commercial kitchen Lease that is not cured within the provisions described therein;

G. Violation of any NHCC rule or policy that is not remedied within ten (10) days after written notice from Lessor; provided however, that if the nature of Lessee's default is such that more than ten (10) days are reasonably required for its cure then Lessee shall not be deemed in default if Lessee commences such cure within ten (10) days and thereafter diligently prosecutes, in the sole determination of Lessor, such cure.

16. REMEDIES UPON LESSEE'S DEFAULT. If Lessee has not cured the default(s) set forth in Article 15 ("Lessee's Default") within ten (10) days of written notice to Lessee of the default, Lessor may exercise any or all remedies that Lessor may have upon Lessee's Default, including termination. Termination of this Liquor License Lease by Lessor shall be effective upon mailing a notice of termination to Lessee at the address provided for Lessee in this Liquor License Lease or hand-delivery of a notice of termination to the person or agent identified as Lessee's authorized agent listed in Article 19 (Notices) herein. Upon termination, Lessor shall notify ABCD of the termination of this Liquor License Lease and the effective date of termination. Lessor's termination of this Liquor License Lease does not limit or prohibit Lessor from using the Liquor Licenses or leasing the Liquor Licenses to a third party provided that such activities are approved by ABCD.

17. FORCE MAJEURE. Lessor shall not be liable for any failure to perform any provision hereof because of fire or other casualty, riot, strike or other labor difficulty, governmental regulation or restriction, acts of terrorism, or any cause beyond Lessor's control. Lessor shall not be liable for any loss of profits or other consequential damage or any inconvenience resulting from the loss, cancellation, suspension, or failure to renew the Liquor Licenses or the time consumed in recovering, licensing, renewing, or replacing the Liquor Licenses. Lessee will not be liable for any loss of income or other consequential damages or any inconvenience resulting from the loss, cancellation, suspension, or failure to renew the Liquor Licenses or the time consumed in recovering, licensing, renewing, or replacing the Liquor Licenses.

18. BINDING EFFECT. This Liquor License Lease is binding on, and the benefits inure to, the Parties hereto, their successors, and sublessees. This Liquor License Lease, together with the Lease, constitutes the entire agreement of the Parties regarding the sale and dispensing of alcoholic beverages by Lessee at the Premises, is governed by the laws of New Mexico and may be modified only in writing signed by all Parties.

19. NOTICES. All notices will be written and personally delivered to the individual or position identified below at the addresses listed below or mailed by certified or registered mail, postage prepaid, with return receipt requested to:

To Lessor:	To Lessee:
National Hispanic Cultural Center	_____
c/o NM Department of Cultural Affairs	_____
407 Galisteo Street, Suite 260	_____
Santa Fe, NM 87501	_____
Attn: Director of Real Estate	_____

IN WITNESS WHEREOF, the Parties have executed this Addendum No. 1 – Liquor License Lease Agreement as of the date the last signature affixed below.

LESSOR:

NATIONAL HISPANIC CULTURAL CENTER

_____ Date: _____
Vaadra Chavez, President - Board Of Directors

DEPARTMENT OF CULTURAL AFFAIRS

_____ Date: _____
Debra Garcia y Griego, Secretary

_____ Date: _____
Zack Quintero, NHCC Executive Director

Reviewed as to Legal Sufficiency

_____ Date: _____
Max DeAzevedo, General Counsel

LESSEE:

[NAME]

_____ Date: _____
[Authorized Signatory, Title]