



Please check the appropriate box and refer to supplemental forms for submittal requirements. All fees must be paid at the time of application.

Administrative Decisions	Decisions Requiring a Public Meeting or Hearing	Policy Decisions
<input type="checkbox"/> Archaeological Certificate (Form P3)	<input type="checkbox"/> Site Plan – EPC including any Variances – EPC (Form P1)	<input type="checkbox"/> Adoption or Amendment of Comprehensive Plan or Facility Plan (Form Z)
<input type="checkbox"/> Historic Certificate of Appropriateness – Minor (Form L)	<input type="checkbox"/> Master Development Plan (Form P1)	<input type="checkbox"/> Adoption or Amendment of Historic Designation (Form L)
<input type="checkbox"/> Alternative Signage Plan (Form P3)	<input type="checkbox"/> Historic Certificate of Appropriateness – Major (Form L)	<input type="checkbox"/> Amendment of IDO Text (Form Z)
<input checked="" type="checkbox"/> Minor Amendment to Site Plan (Form P3)	<input type="checkbox"/> Demolition Outside of HPO (Form L)	<input type="checkbox"/> Annexation of Land (Form Z)
<input type="checkbox"/> WTF Approval (Form W1)	<input type="checkbox"/> Historic Design Standards and Guidelines (Form L)	<input type="checkbox"/> Amendment to Zoning Map – EPC (Form Z)
	<input type="checkbox"/> Wireless Telecommunications Facility Waiver (Form W2)	<input type="checkbox"/> Amendment to Zoning Map – Council (Form Z)
		Appeals
		<input type="checkbox"/> Decision by EPC, LC, ZHE, or City Staff (Form A)

APPLICATION INFORMATION

Applicant: <u>Security Source</u>		Phone: <u>505-796-1111</u>
Address: <u>7910 Lorraine Ct. NE</u>		Email:
City: <u>ABQ</u>	State: <u>NM</u>	Zip: <u>87113</u>
Professional/Agent (if any): <u>EPNM Inc / Zech Signs</u>		Phone: <u>505-314-2122</u>
Address: <u>2024 5th St. NW</u>		Permittingdept@zechsigns
City: <u>ABQ</u>	State: <u>NM</u>	Zip: <u>87102</u> nm.com
Proprietary Interest in Site:		List all owners:

BRIEF DESCRIPTION OF REQUEST

(1) NEW single face EMC display

SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)

Lot or Tract No.: <u>G</u>	Block: <u>0000</u>	Unit:
Subdivision/Addition: <u>Paseo Del Norte Industrial Park</u>	MRGCD Map No.:	UPC Code:
Zone Atlas Page(s): <u>D-17</u>	Existing Zoning: <u>NR-BP</u>	Proposed Zoning:
# of Existing Lots:	# of Proposed Lots:	Total Area of Site (acres):

LOCATION OF PROPERTY BY STREETS

Site Address/Street: 7910 Lorraine Ct. NE Between: Paseo Del Norte and: Lorraine

CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)

Signature: <u>Maria Gonzalez</u>	Date: <u>8/16/24</u>
Printed Name: <u>Maria Gonzalez</u>	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent

FOR OFFICIAL USE ONLY

Case Numbers	Action	Fees	Case Numbers	Action	Fees

Meeting/Hearing Date:	Fee Total:
Staff Signature:	Project #

☒ **MINOR AMENDMENT TO SITE DEVELOPMENT PLAN APPROVED PRIOR TO THE EFFECTIVE DATE OF THE IDO**

A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other online resources such as Dropbox or FTP. The PDF shall be organized in the number order below.

- ☒ 1) Development Review application form completed, signed, and dated
- ☒ 2) Form P3 with all the submittal items checked/marked
- ☒ 3) Zone Atlas map with the entire site clearly outlined and labeled
- ☒ 4) Letter of authorization from the property owner if application is submitted by an agent
- ☒ 5) Justification letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-4(Z)(1)(a)
- ☒ 6) The approved Site Plan being amended
- ☒ 7) Copy of the Official Notice of Decision associated with the prior approval
- ☒ 8) The proposed Site Plan, with changes circled and noted

Refer to the Site Plan Checklist for information need on the proposed Site Plan

Minor Amendments be within the thresholds established in IDO Table 6-4-4. Any amendment beyond these thresholds is considered a Major Amendment and must be processed through the original decision-making body for the request

☐ **ACCELERATED EXPIRATION OF SITE PLAN**

A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other online resources such as Dropbox or FTP. The PDF shall be organized in the number order below.

- ___ 1) Development Review application form completed, signed, and dated
- ___ 2) Form P3 with all the submittal items checked/marked
- ___ 3) Zone Atlas map with the entire site clearly outlined and labeled
- ___ 4) Letter of authorization from the property owner if application is submitted by an agent
- ___ 5) Justification letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-5(C)(3)(b)
- ___ 6) Site Plan to be Expired



7910 lorraine ct. ne
albuquerque, new mexico 87113
p 505 796 1111 f 505 884 8585
securitysourceusa.com

safes

security

locksmithing

DRAFT

January 01, 2024

To whom it may concern,

Security Source has a showroom for retail sales of security products located at 7910 Lorraine Ct. NE., Albuquerque, NM 87113. See site map.

Security Source has one sign that faces NW, which can be seen by traffic headed East on El Pueblo Drive. About 6 years ago, the I-12 and Paseo Del Norte interchange was completed. This forced more cars to enter El Pueblo from the East junction connecting at Jefferson.

As a result, most of the customers attempting to find our location, cannot see our sign since we do not have a sign facing East.

Recently, Security Source formally Albuquerque Safe Company obtained its 75th anniversary. We want to advertise that we have been in business for over 75 years, which makes us one of the few Albuquerque grown companies to make that achievement.

Security Source is actively reaching out to the Albuquerque community sponsoring lunch and learns, security education events, safety events, crime deterrence, and more. We are actively trying to do something about the high crime rate in Albuquerque by working with law enforcement and educating the citizens of Albuquerque. Additionally, we have expanded our line of security and safety devices to include, personal protection, locking hardware, specialized cameras, travel protection, and more.

We feel that with the added products and community outreach programs that more people will try to reach our showroom.

We are working with Zeon Signs to install the sign and I hereby authorize them to complete permits and installation.

By adding a sign facing East, people trying to find our facility will be able to do so.

Thank you for your consideration.

Best Regards



safes

security

locksmithing

Kevin L. Mayer
President

AMENDMENTS OF PRE-IDO APPROVALS

Approvals granted prior to the effective date of this IDO may be amended as described in this Subsection 14-16-6-4(Z).

6-4(Z)(1)(a) = Site Development Plans

This Subsection 14-16-6-4(Z) addresses applications for amendments to site development plans approved prior to the effective date of this IDO.

6-4(Z)(1)(a) Minor Amendments

The Planning Director may grant minor amendments that meet all of the following requirements.

- 1. The existing site development plan specifies the requirements in place at the time of approval, and the requested change still meets the original requirements.

We are requesting to add 1 new illuminated EMC on the East side of the building.
The proposed signage will still meet the original requirements.

- 2. The requested change is within the thresholds for minor amendments established in Table 6-4-4, cumulative of prior deviations or minor amendments.

Yes, the requested change is within the thresholds.

- 3. The requested change does not require major public infrastructure, significant changes to access to the subject property, or a traffic impact study, which would warrant additional review by the original decision-making body.

Correct, it does not require major public infrastructure.

- 4. No deviations, Variances, or Waivers shall be granted for minor amendments.

Yes, that is correct.

Electronic Signs -

5-12(E)(5) – 1. Signs may be internally or externally lit, provided that the light source is not directly visible from the public right of way or adjacent properties unless specified otherwise in this IDO.

The Electronic display proposed will comply with the sign standards. It will only advertise the name of the business and will have ant automatic switch to dim the illumination of the display. The display will face East for traffic going west of Paseo Del Norte and the traffic going South on I-25 to see the business location.

5-12(H) – The approved site plan has 1 sign in the front of the building which is on the north side of the building. During the day the public cannot see the name of the business due to the I-25 and Paseo Del Norte ramps. There are no existing signs on the East of the building. The purpose is to advertise to the public the business of the name.

It will comply with the number of Electronic signs permitted on premises 5-12(H)(3)(a)

MEMBERSHIP PURCHASE AGREEMENT

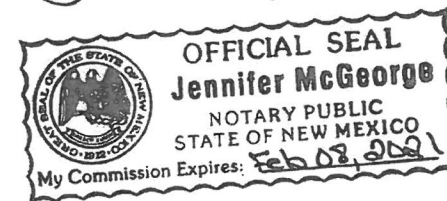
EXHIBIT B

Assignment of the Membership Interest

I, Jeffrey T. Botz, a Member (the "Seller"), Assign all my stock, interest and authority in Mayer Botz LLC to Kevin L. Mayer, a Member (the "Buyer") for the amount of \$161,596.90 (the "Purchase Price").

Jeffrey T. Botz
By: [Signature] 12/31/2017
Name: JEFFREY T. BOTZ
Title: _____

Witness: [Signature]



MEMBERSHIP PURCHASE AGREEMENT

This Purchase Agreement is entered into on December 31, 2017, between Jeffrey T. Botz, a Member (the "Seller"), and Kevin L. Mayer, a Member (the "Buyer").

RECITALS

A. Seller is a member in Mayer Botz LLC, a New Mexico limited liability company (the "Company"); and

B. The business and affairs of the Company are governed by an Operating Agreement dated January 5, 2002 made between the members of the Company (the "Operating Agreement"); and

C. Seller owns a 10% membership interest in the Company (the "Membership Interest"); and

D. Seller desires to sell and Buyer desires to purchase the Membership Interest in accordance with the terms of this Agreement.

In consideration of the mutual promises, representations, warranties, and covenants contained in this Agreement, the Parties agree as follows:

1. Purchase and Sale of Membership Interest. Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, Seller's Membership Interest in the Company. In consideration thereof, Buyer agrees to pay to Seller at Closing, \$161,596.90 (the "Purchase Price") by (i) delivery of cash for the balance of the Purchase Price payable by check.

2. Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of IntraWorks Inc., on December 31, 2017 (the "Closing Date"). At the Closing Seller will deliver to Buyer the Assignment of the Membership Interest in the form attached as Exhibit B and Buyer will deliver to Seller the Purchase Price as provided in Paragraph 1 of this Agreement.

3. Representations and Warranties of Seller. Seller represents and warrants to Buyer as of the date of this Agreement and as of the Closing that:

a) Seller has full power and authority to execute and deliver this Agreement and to perform Seller's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and consideration.

b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by it will constitute a default under or require any notice under any agreement other than the Operating Agreement to which Seller is a party or by which Seller is bound.

c) Seller holds of record, and owns beneficially, the Membership Interest, free and clear of any restrictions on transfer (other than any restrictions under the Operating Agreement or applicable law), taxes, security interests, options, warrants, purchase rights, contracts, commitments, equities, claims, or demands.

4. Representation and Warranties of Buyer. Buyer represents and warrants to Seller as of the date of this Agreement and as of the Closing that:

a) Buyer has full power and authority to execute and deliver this Agreement and to perform Buyer's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and consideration.

b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will constitute a default under or require any notice under any agreement to which Buyer is a party or by which Buyer is bound.

5. Investment Intent of Buyer. Buyer acknowledges that the Membership Interest has not been, and will not be, registered under the Federal Securities Act of 1933, or under any state securities laws, and is being sold in reliance upon federal and state exemptions for transactions not involving any public offering. Further, Buyer is acquiring the Membership Interest solely for Buyer's own account for investment purposes only, and not with a view to further sale or distribution. Buyer is a sophisticated investor with knowledge and experience in business and financial matters and has received the information concerning the Company and the Membership Interest as Buyer requires or desires in order to evaluate the merits and risks inherent in owning the Membership Interest. Buyer is able to bear the economic risk and lack of liquidity inherent in owning the Membership Interest.

6. Closing Covenants and Conditions. Each of the Parties will use their reasonable best efforts to take all actions and to do all things necessary to consummate and make effective the transactions contemplated by this Agreement. In furtherance thereof, Seller will use Seller's reasonable best efforts to obtain the consents of the other members of the Company to the sale of the Membership Interest contemplated by this Agreement in the time and manner required by the Operating Agreement and applicable law. Seller will use Seller's reasonable best efforts to cause the Company to permit Buyer to have full access at all reasonable times, and in a manner so as not to interfere with the normal business operations to the Company, to all premises, properties, personnel, books, records, and contracts of and pertaining to the Company. Buyer will treat and hold such information in strict confidence and will not use any of this information except in connection with this Agreement, and, if this Agreement is terminated for whatever reason, Buyer will return to the Company all such information and any and all copies.

The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to satisfaction of the following conditions:

a) The representations and warranties made by Seller in this Agreement are correct in all material respects at the Closing;

b) Seller has performed and complied with all of Seller's covenants made in this Agreement in all material respects at the Closing;

c) There shall not be any injunction, judgment, order, decree, ruling, charge, or matter in effect that prevents or may prevent consummation of any of the transactions contemplated by this Agreement; and

7. "As-Is" Sale. Except for the warranties given by Seller in Paragraph 3 of this Agreement, Seller has not made and is not giving Buyer any representation or warranty of any kind whatsoever with respect to the Membership Interest, the Company, or any of the business and properties of the Company, and Buyer assumes any and all of the risks associated therewith.

8. Limited Indemnity by Seller. Seller shall indemnify, hold harmless, and defend Buyer from and against any and all liability arising at any time Seller owned the Membership Interest, for Seller's default in Seller's promise to make a contribution to the Company, or if Seller has accepted or received a distribution with knowledge of facts indicating that it was in violation of the Operating Agreement or applicable law.

9. Terms of Operating Agreement. From and after Closing and at all times that Buyer is a member of the Company, Buyer shall be bound by all of the terms and conditions of the Operating Agreement.

10. Nonassignability. This Agreement shall not be assignable by any Party without the prior written consent of the other Party.

11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE].

12. Entire Agreement. This Agreement, including any attached exhibits, embodies the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior discussions, agreements, and undertakings between the Parties.

The parties have executed this Agreement on the date listed on the first page.

Jeffrey T. Botz
By: [Signature]
Name: JEFFREY T. BOTZ
Title: _____

Witness: [Signature: Jennifer McGeorge]

Kevin L. Mayer
By: [Signature]
Name: Kevin Mayer
Title: president

Witness: _____



MAYER / BOTZ LLC VALUE CALCULATIONS

Assets

7910 Lorraine Ct.	\$ 2,280,000.00
7900 Lorraine Ct. Suites E&F	\$ 395,000.00
	\$ 2,675,000.00

Liabilities

NMBT 7910	\$ 589,660.03
Wells Fargo 7900 E&F	\$ 155,994.00
Colson SBA 7910	\$ 223,497.00
	\$ 969,151.03

Equity

Value	\$ 1,705,848.97
Share	10%
Jeff Botz Payout	\$ 170,584.90
Appraisal and refinancing fees	\$ 8,988.00
Net Payout	\$ 161,596.90

**MAYER BOTZ ENTERPRISES, LLC
OPERATING AGREEMENT**

THIS AGREEMENT is made this 5th day of January, 2002 between Kevin Mayer and Jeff Botz (hereinafter individually referred to as "Member" and jointly referred to as "Members"), in their capacity as members of Mayer Botz Enterprises, LLC, a New Mexico Limited Liability Company.

IT IS AGREED by the parties hereto as follows:

1. Firm Name. The firm name of the Company shall be Mayer Botz Enterprises, LLC. The company may use a different trade name in the conduct of its business.

2. Purpose. The purpose of the Company is to buy, lease, manage and sell personal and real property, and to engage in and transact any other lawful business activity authorized by the New Mexico Limited Liability Company Act, now or as hereafter amended.

3. Principal Place of Business. The principal place of business of the Company shall be 3204 Candelaria N.E., Albuquerque, New Mexico 87107, or at such other place or places as the Member may determine.

4. Term. The limited liability company shall begin its existence upon the filing of the Articles of Organization. The limited liability company shall dissolve upon the occurrence of an event specified in NMSA 1978, § 53-19-39 (1993 Repl. Pamp.), as amended from time to time, or fifty (50) years from the date of filing of the Articles of Organization, which ever first occurs.

5. Members, Initial Capital Contributions, and Units. Fifteen (15) calendar days prior to the commencement of operations by the Company, each Member shall contribute to the Company the cash or property set forth in Exhibit A attached hereto and incorporated herein by reference. Unless the Members expressly agree otherwise in writing, interest shall not accrue or be paid on any capital contribution. The names of the Members in the Company, and the number of units of company interest owned by each member shall be as follows:

<u>Member</u>	<u>Units</u>
Kevin Mayer	90
Jeff Botz	10

For convenience purposes, the pronoun "his" has been utilized throughout this Operating Agreement. That is intended to encompass, where appropriate, "his", "hers" and "its" (where another legal entity is a member).

6. Allocation of Profits, Losses, and Distributions. The net profits and net losses of the Company in any fiscal year shall be divided among and charged against the Members

proportionately at the end of each fiscal year of the Company in the ratio which the number of Units owned by each of them bears to the number of Units owned by all of them as of that date. The terms "net profit" and "net loss" shall mean the net profits or net losses of the Company as determined by generally accepted accounting principles or such other comprehensive basis of accounting as may be adopted by the Company.

Distributions of cash or other property shall be apportioned among the Members in the ratio which the number of Units owned by each of them bears to the number of Units owned by all of them on the date of any such distribution. Distributions may be made at any time that there is sufficient cash or other property in the Company which the Members determine, is not needed in the operation thereof.

7. Loans by Members. The Members may loan any monies to the Company required to pay the operating expenses of the Company and which are not initially funded from its gross income. Such expenses may include, but not be limited to, the balance of the purchase price of any property then owned by the Company, building costs of any improvements thereon, and other expenses such as taxes and operating costs. The aggregate of such advances used to meet expenses of the company shall become an obligation of the Company to such Member, and shall be repaid to such Member out of the gross income of the Company. Such advances shall be deemed a loan by such Member to the Company and shall not be deemed a contribution.

8. Withdrawals by Members. No Member shall have the right to withdraw or reduce his contribution to the capital of the Company. Such withdrawal may be accomplished only pursuant to the provisions of Paragraph 6 above or as a result of the dissolution of the Company.

No Member shall have priority over any other Member either as to contributions of capital or as to compensation by way of income, except as their interests may appear in the capital accounts of the Company.

9. Effectiveness. This Agreement shall become effective upon the execution hereof by the Members.

10. Status of Members. The Members shall not be bound by, or be personally liable for, the expenses, liabilities, or obligations of the Company.

11. Rights of Members.

a. The Members shall be solely responsible for the management of the Company business with all rights and powers generally conferred by law or necessary, advisable, or consistent in connection therewith.

b. In addition to any other rights and powers which they may possess, the Members shall have all specific rights and powers required or appropriate to the management of the Company business.

c. The Members shall have no authority, except by unanimous agreement, to:

(i) Do any act in contravention of the Articles of organization or this Agreement.

(ii) Do any act which would make it impossible to carry on the ordinary business of the Company.

(iii) Confess a judgment against the Company.

(iv) Possess Company property or assign the rights of the Company in specific Company property for any other than a Company purpose.

(v) Admit a person as a member except with the consent of all of the Members.

(vi) Continue the business with Company property after the retirement, adjudication of bankruptcy or insolvency or other cessation to exist of a Member.

d. Any of the Members or any shareholder, officer, director, employee, or other person holding a legal or beneficial interest in any entity which is a Member may engage in or possess an interest in other business ventures of every nature and description, independently or with others including, but not limited to, the ownership, financing, leasing operation, management, syndication, brokerage, and development of real property; and neither the Company nor the Members shall have any right by virtue of this Agreement in and to such independent ventures or to the income or profits derived therefrom.

e. The Members and their affiliates may acquire and resell limited liability company interests from time to time on their own behalf and for their own benefit and not on behalf of or for the benefit of the Company.

f. The Company shall have the power to indemnify and defend any member, person, firm, or corporation or any officer, director, or employee thereof, who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that such person, firm, or corporation is or was serving at the request of the Company as a member of another company, against expenses (including attorneys' fees), judgments, fines, and amounts paid

in settlement, actually and reasonably incurred by the Member in connection with such action, suit, or proceeding if the Member acted in good faith and in a manner the Member reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Member did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Company and, with respect to any criminal action or proceeding, have reasonable cause to believe that his conduct was unlawful.

The Company shall have the power to indemnify and defend any such Member, person, firm, or corporation or any officer, director, or employee thereof, who is or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Company to procure a judgment in the Company's favor. This power of indemnification and defense shall include actions by reason of the fact that the Member or person is or was a Member of the Company, or is or was serving at the request of the Company as a member of another company. The indemnification and defense shall include expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of such action or suit provided that the Member or other person acted in good faith and in a manner which they reasonably believed to be in or not opposed to the best interest of the Company. No indemnification shall be made in respect of any claim, issue, or matter as to which such Member shall have been adjudged to be liable for gross negligence or misconduct in the performance of their duty to the Company unless and only to the extent that the district court or the court in which such action or suit was brought shall determine upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such Member is fairly and reasonably entitled to indemnity for such expenses which the district court or such other court shall deem proper.

To the extent that a Member of the Company has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to above or in defense of any claim, issue, or matter therein, it shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by it in connection therewith.

Any indemnification under the above provisions (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a showing that the indemnification of the Member is proper in the circumstances because it has met the applicable standard of conduct set forth above as determined by independent legal counsel in a written opinion.

The indemnification provided by this section shall not be deemed exclusive of any rights to which those seeking indemnification may be entitled under any agreement, vote

of Members, or otherwise, both as to action in its official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Member and shall inure to the benefit of the heirs, executors, and administrators of such a person.

The Company shall have power to purchase and maintain insurance on behalf of any person who is or was a Member of the Company, or is or was serving at the request of the Company as a member of another company, against any liability asserted against it and incurred by it in any such capacity or arising out of its status as such, whether or not the Company would have the power to indemnify it against such liability under the provisions of this section.

12. Books, Records, Accounts, and Reports. At all times during the existence of the Company, the Members shall keep or cause to be kept by an agent full and true books of account, in which shall be entered fully and accurately the transactions of the Company. Such books of account, together with a true copy of the Articles of organization and this Agreement and any amendments thereto, shall at all times be maintained at the principal office of the Company, and shall be open to the reasonable inspection and examination of the Members or their duly authorized representatives. Any member has the right to inspect and copy said books and records provided he owns an interest in the Company at the time of his inspection and that such inspection is made in good faith and without any intent to damage the Company or any of its Members in any manner.

The Members shall have income tax returns prepared for the Company and a report indicating the respective Member's share of net profits or losses and capital gains or losses, all as defined and reflected on said Company income tax return shall be distributed to the Members within seventy-five (75) days after the close of the taxable year of the Company for which such return was prepared. This provision shall not be interpreted to require an independent audit.

13. Bank Accounts. All funds of the Company are to be deposited in the Company name in such bank account or accounts as shall be designated by the Members. Withdrawals from any such bank account or accounts shall be made upon such signature or signatures as the Members may designate.

14. Transfer of Company Interests. An assignee of the whole or any portion of a Member's interest in the Company shall be entitled to receive distributions of cash or other property from the Company applicable to the interest acquired by reason of such assignment provided that a duly executed and acknowledged written instrument of assignment in a form satisfactory to the Members, the terms of which are not in contravention of any of the provisions of this Agreement, is filed with the Company and also provided that, in the opinion of counsel to the Company, the assignment is not in violation of the limited liability company laws of New Mexico, that the Company will continue to be taxed as a partnership and that such assignment is in compliance with federal and state securities laws.

The Members may enter into a separate agreement for the disposition of Members interests. Said Agreement shall govern with respect to the parties thereto.

The Members expressly acknowledge that the limited liability company interests are not registered (under the Securities Act of 1933 or the Securities Act of New Mexico). For the purpose of meeting the requirements of securities law exemptions, each Member agrees that no part of his interest in this Company shall be re-offered, sold, pledged, or otherwise transferred for a period of at least nine (9) months from the last sale of limited liability company interests offered by the Member. The Members represent that they each have acquired said interests with the intention of holding the interest as an investment and not with the intention of reselling said interest.

No assignee of the whole or any portion of a Member's interest in the Company shall have the right to become a substituted Member in place of his assignor unless all of the following conditions are satisfied:

- a. The duly executed and acknowledged written instrument of assignment which has been filed with the Company sets forth the intention of the assignor that the assignee become a substituted Member in his place.
- b. The company interest being acquired by the assignee consists of a limited liability company interest of not less than one whole Unit.
- c. The assignor and assignee execute and acknowledge such other instruments as the Members may deem necessary or desirable to effect such admission, including the written acceptance and adoption by the assignee of the provisions of this Agreement.
- d. A unanimous written consent of all Members to such substitution shall be obtained.
- e. A transfer fee has been paid to the Company which is sufficient to cover all reasonable expenses connected with such assignment and substitution.

If any part of the interest of a Member in the Company is disposed of pursuant to this paragraph, the assigning member shall be credited with that portion of Company profit and loss in respect to the interest transferred for that part of the fiscal year ending on the last day of the fiscal quarter preceding the date of transfer of such company interest and the transferee of such interest shall be entitled to that portion of Company profit or loss beginning on the day following.

Notwithstanding any other provisions of this paragraph, it is expressly subject to the provisions of Paragraph 14 through 16 hereto.

14. Termination and Dissolution of Company. The company shall be terminated and dissolved upon the happening of any of the following events:

The death, retirement, adjudication of incompetency, bankruptcy, or insolvency of a Member unless within a period of ninety (90) days from the date of such event all of the Members elect to continue the business of the Company.

Unless otherwise agreed, upon dissolution the Company shall be liquidated. Upon the dissolution and termination of the Company, the net profits, and losses shall continue to be divided among or borne by the Members during the period of liquidation in accordance with the provisions of Paragraph 6 above. The proceeds of liquidation shall be distributed as realized in the following order:

- a. To the creditors of the Company (other than the creditors whose obligations will be assumed or otherwise transferred on the sale or distribution of the Company assets).
- b. To the Members in respect to any claims or liens or advances made by them to the Company.
- c. To the Members (in equal priority) in respect to their shares of any undrawn profits.
- d. To the Members (in equal priority) in respect to their capital accounts in the Company.

15. Amendment of this Agreement This Agreement shall be amended whenever:

- a. There is a change in the name of the Company or the amount or character of the contribution of a Member;
- b. A person is substituted as a Member;
- c. An additional Member is admitted;
- d. A person is admitted as a successor Member;
- e. A Member is dissolved, retires, dies, or becomes legally incompetent and the business is discontinued;
- f. There is a change in the character of the business of the Company;
- g. There is a false or erroneous statement in this Agreement;

h. There is a change in the time as stated in the Articles of Organization or this Agreement for the dissolution of the Company, or the return of contributions;

i. The time is fixed for dissolution of the Company for the return of contributions and such time has not been specified in this Agreement;

j. The Members desire to make a change in any other statement in this Agreement in order that it shall accurately reflect the agreement between them.

Upon amendment of this Agreement, the Articles of Organization shall also be amended, if necessary, to reflect such changes.

16. Meetings and Voting: Consideration of Company Matters Without a Meeting.
Meeting of the Company may be called by any Member.

In any manner described in this Agreement upon which a Member is entitled to grant (or deny) his consent or cast his vote, he may accomplish the same by attending any meeting convened for all of the Members entitled to vote on the matter or he may grant to any person a special or general power of attorney to vote for him at such meeting or he may grant (or deny) his consent in writing. Said written consent may be utilized at any meeting of the members (duly held) or it may be utilized in obtaining the approval or denial thereof by the Members (without a meeting) of a matter submitted to the Members.

Except as expressly provided otherwise herein, management of the company in the ordinary course of its business shall be vested equally in the Members. Any matter requiring the vote of the Members shall be decided by a majority in interest of the Members.

17. Miscellaneous. Whenever the term "a majority in interest" of the Members is utilized herein, the same shall be deemed to mean those Members entitled to more than fifty percent (50%) of the profits of the Company.

Any notice required to be given to the Company shall be deemed given at any time it is placed in the United States mail, postage prepaid and addressed to the Company at 3204 Candelaria, N.E. Albuquerque, NM, 87107, or to such other address as it may designate in writing. Any notice required to be given any Member shall be deemed given at the time it is placed in the United States mail, postage prepaid and addressed to the Member at the address last provided to the Company or at such other address as he may designate in writing.

Paragraphs, titles, or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or in the intent of any provision hereof.


Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and the word "person" shall include corporations, firms, companies, or other forms of associations.

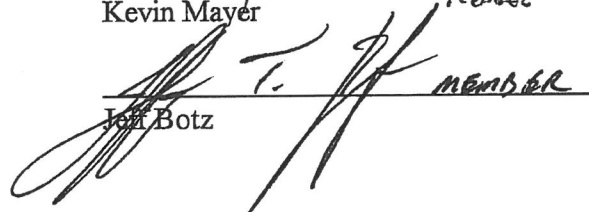
This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

This Agreement and all amendments thereto shall be governed by the laws of the State of New Mexico.

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Members.

Members:



Kevin Mayer *member*


Jeff Botz *member*

ACKNOWLEDGMENT

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

The foregoing instrument was acknowledged before me this 4th day of January, 2002 by Kevin Mayer.


Notary Public

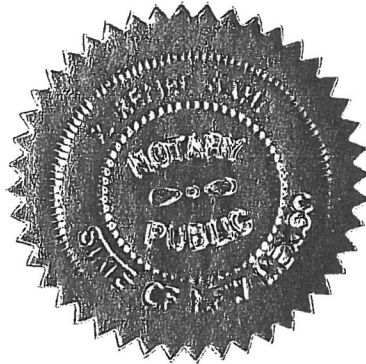
(Seal)

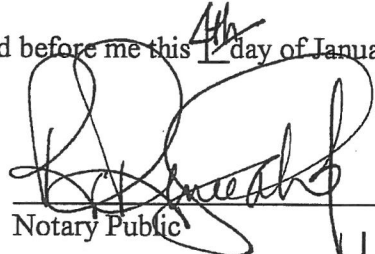
My commission expires: 8-3-2003

ACKNOWLEDGMENT

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

The foregoing instrument was acknowledged before me this 4th day of January, 2002 by
Jeff Botz.





Notary Public

My commission expires: 2/12/02

Exhibit A

Kevin Mayer

Jeff Botz

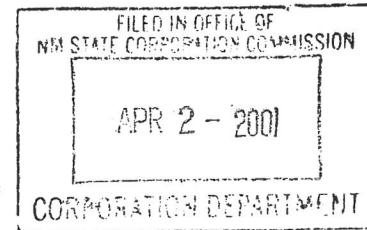
F:\DATA\13047\00001\PLG\EKB Operating Agreement.wpd

ARTICLES OF ORGANIZATION

OF

MAYER BOTZ ENTERPRISES, LLC

2159531



The undersigned organizer, desiring to form a limited liability company pursuant to the New Mexico Limited Liability Company Act, hereby submits the following Articles of Organization:

ARTICLE 1
NAME

The name of the limited liability company is Mayer Botz Enterprises, LLC.

ARTICLE 2
ADDRESS

The address of the limited liability company's initial registered office shall be 3204 Candelaria, N.E., Albuquerque, NM 87107, and the name of the company's initial registered agent at that address is Kevin Mayer.

ARTICLE 3
PERIOD OF EXISTENCE

The limited liability company shall begin its existence upon the filing of these Articles of Organization. The limited liability company shall dissolve upon the occurrence of an event specified in NMSA 1978, § 53-19-39 (1993 Repl. Pamp.), as amended from time to time, or fifty (50) years from the date of filing of these Articles of Organization, which ever first occurs.

ARTICLE 4
MANAGEMENT

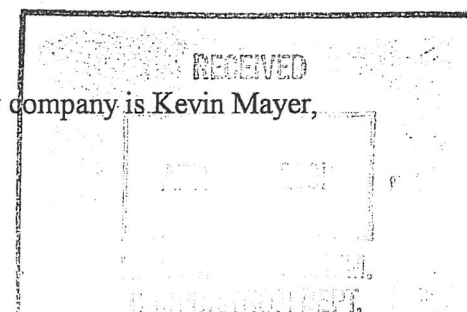
The limited liability company shall be managed by the members in accordance with an Operating Agreement to be adopted by the members.

ARTICLE 5
OPERATING AGREEMENT

The limited liability company shall adopt an Operating Agreement, which may be amended from time to time. The Operating Agreement may restrict the transfer of membership interests.

ARTICLE 6
ORGANIZER

The name and address of the organizer of this limited liability company is Kevin Mayer, 3204 Candelaria, N.E., Albuquerque, NM 87107.




IN WITNESS WHEREOF, I have executed these Articles of Organization on the 13 day of March, 2001.

Kdy
Kevin Mayer, Organizer

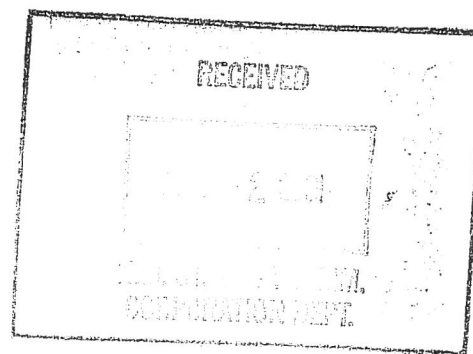
STATE OF NEW MEXICO
COUNTY OF BERNALILLO

This instrument was acknowledged before me on the 13th day of March, 2001, by Kevin Mayer.

(Seal)  OFFICIAL SEAL
THEODORE H. HARRIS
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires 6/24/2001

Th H
Notary Public

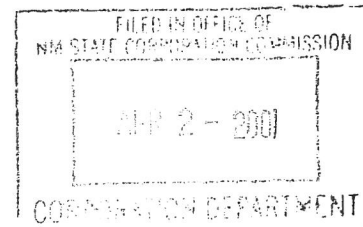
My commission expires: 6/24/2001



AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT
BY DESIGNATED INITIAL REGISTERED AGENT

To the Public Regulation Commission
State of New Mexico

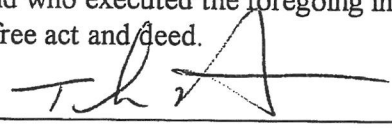
STATE OF NEW MEXICO
COUNTY OF BERNALILLO



The undersigned hereby accepts appointment as initial registered agent for Mayer Botz Enterprises, a limited liability company, which is named in the annexed Articles of Organization.


Kevin Mayer, Registered Agent

SUBSCRIBED AND SWORN TO before me this 13th day of March, 2001, by Kevin Mayer, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as her free act and deed.

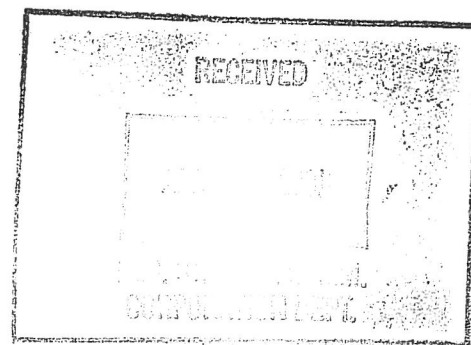

Notary Public

(Seal)



My commission expires: 6/24/2001

F:\DATA\13047\00001\OTH\EKB Articles of Organization -LLC.wpd





OFFICE OF THE
PUBLIC REGULATION COMMISSION

CERTIFICATE OF ORGANIZATION

OF

MAYER BOTZ ENTERPRISES, LLC

2159531

The Public Regulation Commission certifies that the Articles of Organization, duly signed & verified pursuant to the provisions of the

LIMITED LIABILITY COMPANY ACT

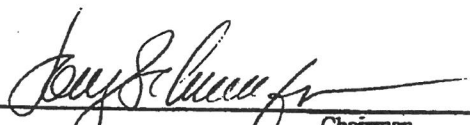
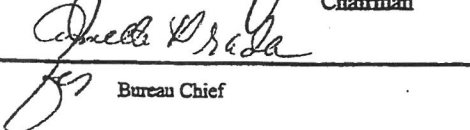
(53-19-1 TO 53-19-74 NMSA 1978)

have been received by it and are found to conform to law.

Accordingly, by virtue of the authority vested in it by law, the Public Regulation Commission issues this Certificate of Organization and attaches hereto, a duplicate of the Articles of Organization.

Dated: APRIL 2, 2001

In testimony whereof, the State Public Regulation Commission of the State of New Mexico has caused this certificate to be signed by its Chairman and the seal of said Commission to be affixed at the City of Santa Fe


Chairman

Bureau Chief



OFFICE OF THE
PUBLIC REGULATION COMMISSION

CERTIFICATE OF ORGANIZATION

OF

MAYER BOTZ ENTERPRISES, LLC

2159531

The Public Regulation Commission certifies that the Articles of Organization, duly signed & verified pursuant to the provisions of the


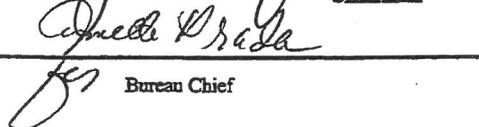
LIMITED LIABILITY COMPANY ACT
(53-19-1 TO 53-19-74 NMSA 1978)

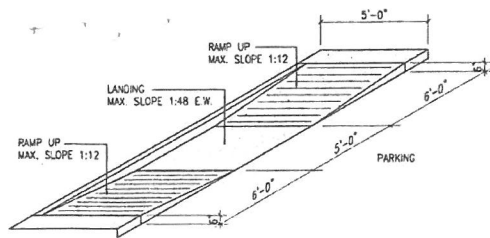
have been received by it and are found to conform to law.

Accordingly, by virtue of the authority vested in it by law, the Public Regulation Commission issues this Certificate of Organization and attaches hereto, a duplicate of the Articles of Organization.

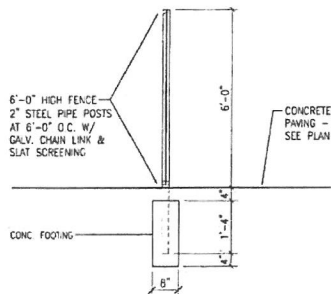
Dated: APRIL 2, 2001

In testimony whereof, the State Public Regulation Commission of the State of New Mexico has caused this certificate to be signed by its Chairman and the seal of said Commission to be affixed at the City of Santa Fe

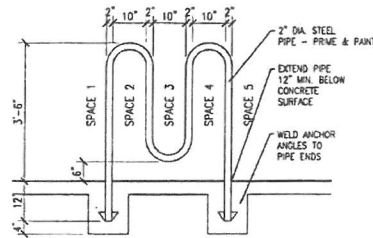

Chairman

Bureau Chief



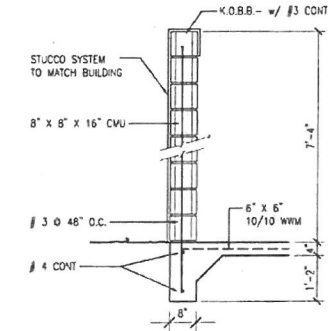
9 H.C. Ramp
1/2" = 1'-0"



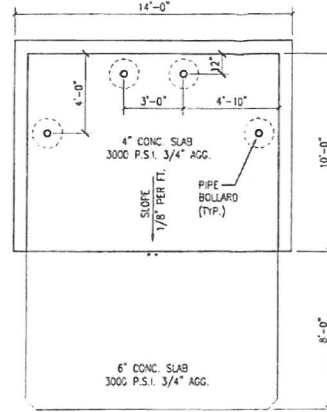
8 Fence
1/2" = 1'-0"



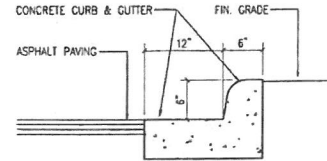
7 Bicycle Rack
1/2" = 1'-0"



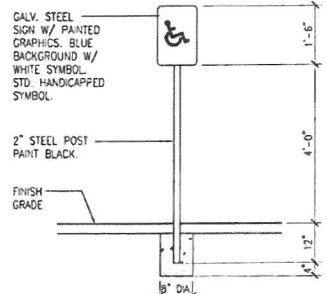
6 Wall Section
1/4" = 1'-0"



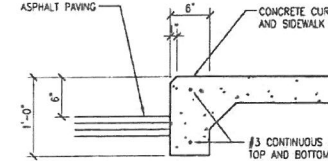
5 Dumpster Enclosure
1/4" = 1'-0"



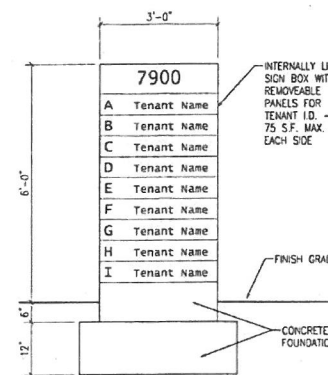
4 Curb & Gutter
1" = 1'-0"



2 H.C. Parking Sign
1/2" = 1'-0"



3 Sidewalk Turn-Down
1" = 1'-0"

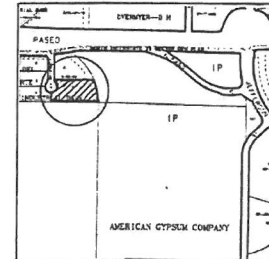


1 Monument Sign
1/2" = 1'-0"

NOTES

- VERIFY SITE UTILITY ROUTING AND NEW UTILITY CONNECTIONS WITH UTILITY PROVIDERS
- CURBS DIMENSIONED TO FACE OF CURB U.N.D.
- PATCH AND REPAIR OR REPLACE EXISTING CURB AND GUTTER ALONG STREET FRONTAGES AS NECESSARY IN COORDINATION WITH DRIVEWAY CONSTRUCTION
- PARKING LOT DRIVE LANES
- 2" ASPHALT PAVING OVER 6" COMPACTED BASE COURSE
- PARKING LOT PARKING AREAS
- 2" ASPHALT PAVING OVER 4" COMPACTED BASE COURSE
- VERIFY ALL NEW DRIVEWAY REQUIREMENTS WITH CITY OF ALBUQUERQUE STANDARDS

VICINITY MAP



SIGNATURE BLOCK

I CERTIFY THAT THIS PLAN IS CONSISTENT WITH THE SPECIFIC DEVELOPMENT PLAN APPROVED BY THE ENVIRONMENTAL PLANNING COMMISSION ON _____

PLANNING DIRECTOR
APPROVED AS TO THE REQUIREMENTS

TRANSPORTATION DEVELOPMENT

CITY ENGINEER

DESIGN AND DEVELOPMENT, C.I.P.

UTILITY DEVELOPMENT

SOLID WASTE

revisions:

Architect:

Engineer:



date:
1-8-01

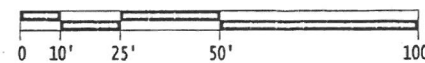
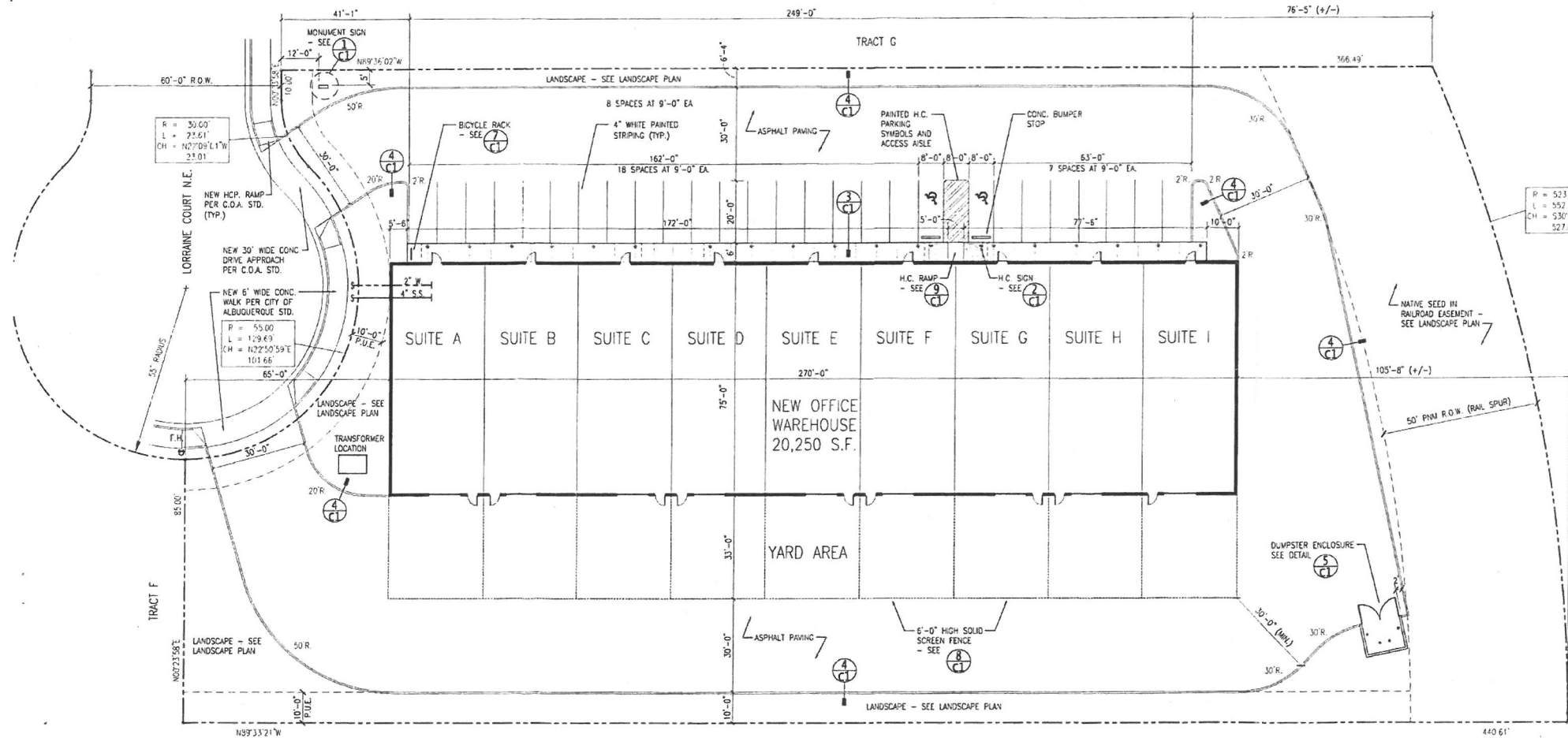
sheet:
C1 of 2

Lorraine Court Warehouse

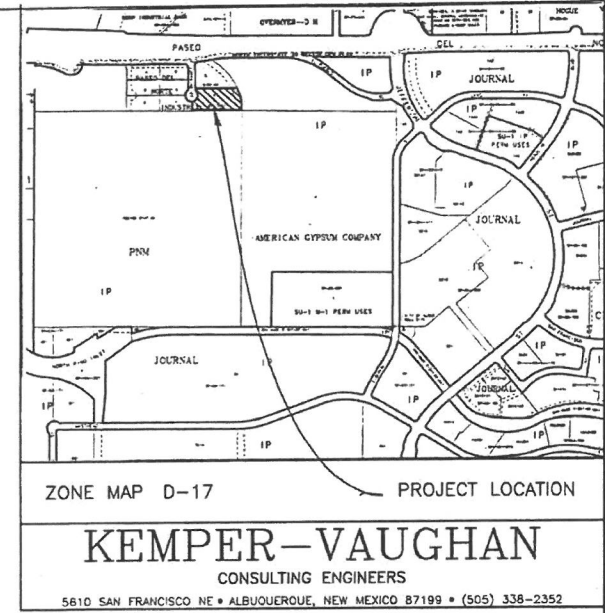
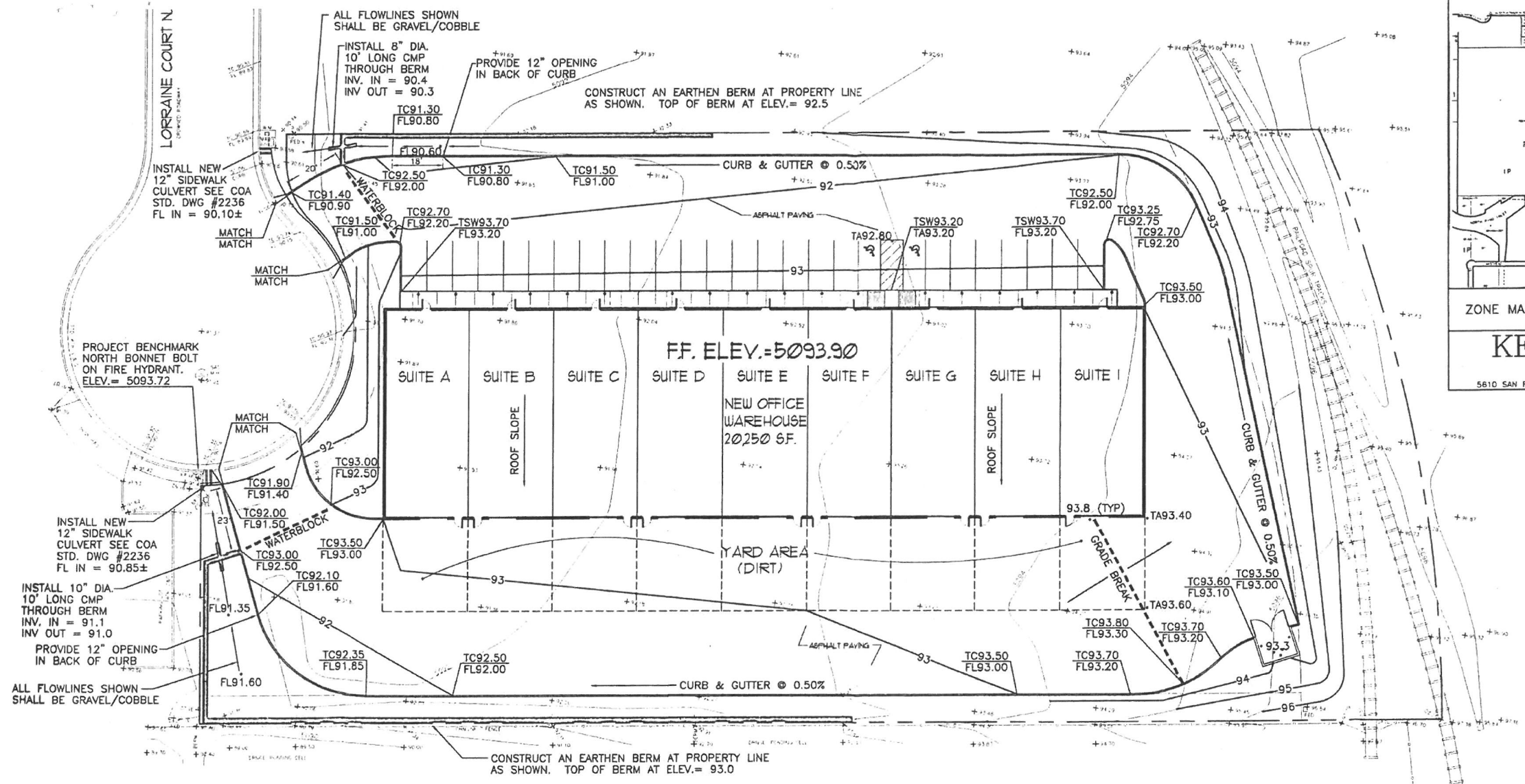
7900 Lorraine Court NE
Albuquerque NM

ARCHITECTS
1600 Rio Grande Boulevard NW
Albuquerque, NM 87104
phone (505) 246-0870
fax (505) 246-0437

SITE PLAN and SITE DETAILS



1 Site Plan
1" = 20'-0"



Lorraine Court
Warehouse
Albuquerque NM

GENERAL NOTES

1. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE AND VERIFY THE LOCATION OF ALL POTENTIAL OBSTRUCTIONS. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AS SOON AS POSSIBLE TO RESOLVE THE CONFLICT WITH A MINIMUM AMOUNT OF DELAY.
2. ALL WORK ON THIS PLAN SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS CONCERNING CONSTRUCTION SAFETY AND HEALTH.
3. IF ANY UTILITY LINES, PIPELINES, OR UNDERGROUND UTILITY LINES ARE SHOWN ON THESE DRAWINGS, THEY ARE SHOWN IN AN APPROXIMATE LOCATION ONLY, AND LINES MAY EXIST WHERE NONE ARE SHOWN. THE LOCATION IS BASED UPON INFORMATION PROVIDED BY THE UTILITY OWNER OR FROM EXISTING PLANS, AND THIS INFORMATION MAY BE INCOMPLETE, OR OBSOLETE AT THE TIME OF CONSTRUCTION. THE ENGINEER HAS NOT UNDERTAKEN ANY FIELD VERIFICATION OF THESE LOCATIONS, LINE SIZES OR MATERIAL TYPE, MAKES NO REPRESENTATION THEREON, AND ASSUMES NO RESPONSIBILITY OR LIABILITY THEREFOR. THE CONTRACTOR SHALL INFORM ITSELF OF THE LOCATION OF ANY UTILITY LINE, PIPELINE OR UNDERGROUND INSTALLATION IN OR NEAR THE AREA IN ADVANCE OF AND DURING ANY EXCAVATION WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES CAUSED BY ITS FAILURE TO LOCATE, IDENTIFY AND PRESERVE ANY AND ALL EXISTING UTILITIES, PIPELINES AND UNDERGROUND FACILITIES. IN PLANNING AND CONDUCTING EXCAVATIONS, THE CONTRACTOR SHALL COMPLY WITH ALL STATE STATUTES, MUNICIPAL AND LOCAL ORDINANCES, RULES AND REGULATIONS, IF ANY, PERTAINING TO THE LOCATION OF THESE LINES AND FACILITIES.
4. THE CONTRACTOR SHALL INSURE THAT NO SOIL ERODES FROM THE SITE INTO PUBLIC RIGHTS-OF-WAY OR ONTO PRIVATE PROPERTY. THIS CAN BE ACHIEVED BY CONSTRUCTING TEMPORARY BERMS AND BY WETTING THE SOIL TO KEEP IT FROM BLOWING.

NOTE: PAVING SECTION - 2" ASPH. OVER 4" AGG. BASE

PROPOSED SITE IMPROVEMENTS

GENERAL LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- FLOWLINE
- FLOW DIRECTION ARROW
- PROPOSED CONCRETE
- TOP OF CURB ELEVATION TC
- TOP OF WALL ELEVATION TW
- FLOWLINE ELEVATION FL
- TOP OF ASPHALT TA
- POWER POLE PP

SCALE: 1" = 20'
ONE FOOT CONTOUR INTERVAL
ADD 5000 FEET TO ELEVATIONS SHOWN

BENCH MARK

CITY OF ALBUQUERQUE CONTROL STATION "G-442", A S.S. ROD LOCATED BENEATH HATCH @ N.E. CORNER OF WASHINGTON AND PASEO DEL NORTE STREET. ELEVATION = 5110.186

LEGAL DESCRIPTION

TRACT H OF PASEO DEL NORTE INDUSTRIAL PARK.

NAME	DATE
HYDROLOGY	
INSPECTOR	
A.C.E./FIELD	

ARCHITECTS
1600 Rio Grande Boulevard NW
Albuquerque, NM 87104
phone (505) 246-0810
fax (505) 246-0431

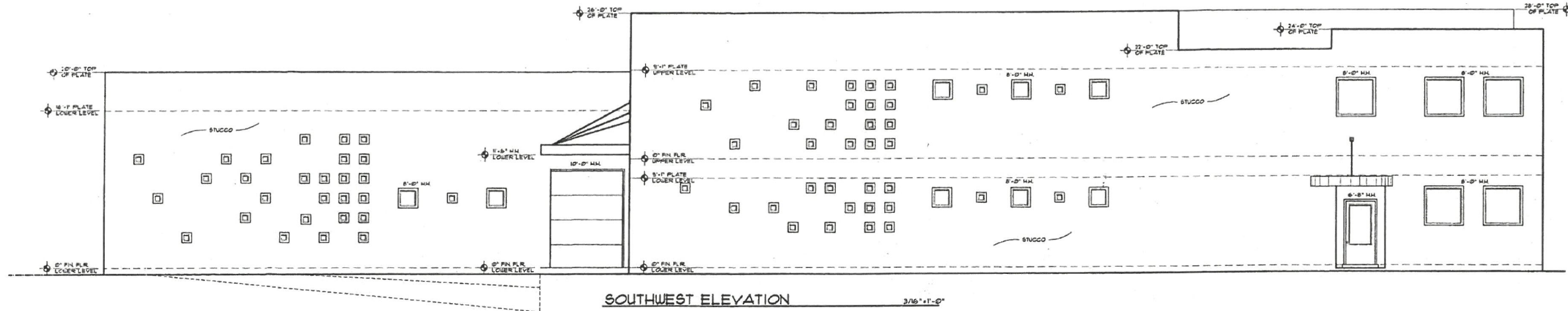
GRADING PLAN

revisions

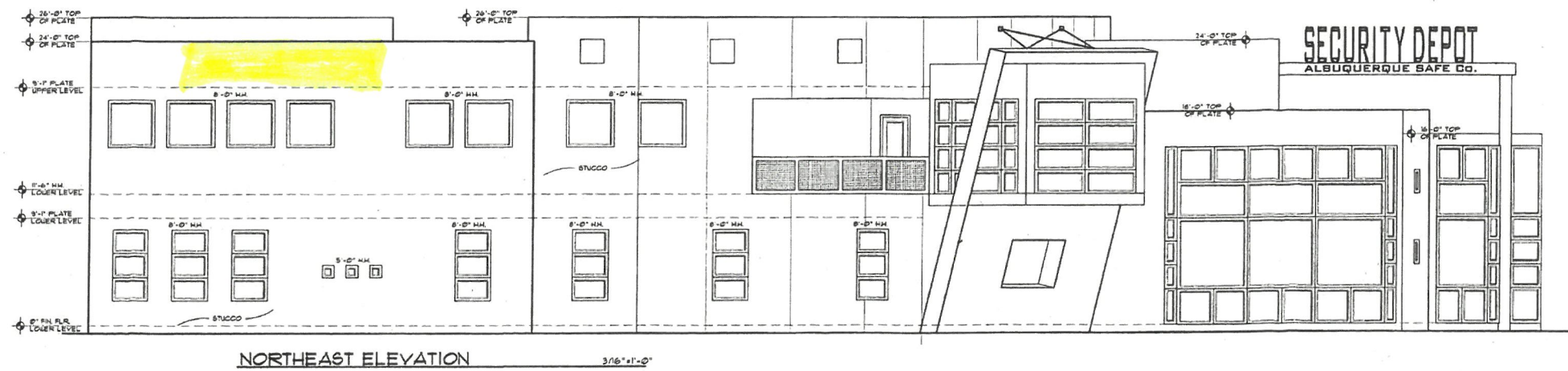
Architect: Engineer:

Date: 01-11-01 Sheet: C2 of 2

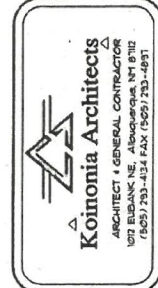
almsvedug OCT 19 2000 11:55 AM



BRUSHED-ALUMINUM STUDS
16'-0"
SECURITY DEPOT
ALBUQUERQUE SAFE CO.
6'9" 99.00'



BUILDING ELEVATIONS



ALL MEASUREMENTS & DIMENSIONS TO BE CHECKED & THE STRUCTURAL INTEGRITY OF THIS PROJECT IS THE RESPONSIBILITY OF THE CONTRACTOR AND OWNER.
ELEVATION PLAN

SHEET NO. 8 OF 14
DATE 10/19/00

Albuquerque Safe Co.
PARCEL "G"
LORRAINE COURT NE
ALBUQUERQUE, NEW MEXICO

REVISIONS	DATE	BY	TO	CHECKED BY	DESIGN BY	REVIEWED BY	OWNER
1	10/19/00	PA	PA	PA	PA	PA	PA
2	10/19/00	PA	PA	PA	PA	PA	PA
3	10/19/00	PA	PA	PA	PA	PA	PA
4	10/19/00	PA	PA	PA	PA	PA	PA
5	10/19/00	PA	PA	PA	PA	PA	PA

Architectural drawing of the Northwest Elevation of the Security Depot. The drawing shows a long building with multiple windows and doors. Key features include:

- Central Entrance:** A large, multi-paned glass door with a small window above it.
- Right Entrance:** A smaller, single-paned glass door with a small window above it.
- Windows:** Numerous rectangular windows of various sizes, some with multiple panes.
- Dimensions:** Various dimensions are noted throughout the drawing, such as "24'-0\"/>

NORTHWEST ELEVATION

3/16"=1'-0"

6" DEEP LIGHTED MTL. CAN LETTER
BLUE WITH WHITE LEXAN COVER
ATTACHED TO 1" BEAM AS SHOWN

Tomenstock
Computer Designed Hoses
DRAFTING SERVICES



Tom Burkhalter

10000 Casselton Blvd. N.E. Suite 101-A Phone 325-273-7361
Buckeye, Ohio 44015 Fax 325-273-7361

 **Koinonia Architects**
ARCHITECT & GENERAL CONTRACTOR
100 ELIZABETH, ALBUQUERQUE, NM 87102
(505) 223-4134 FAX (505) 223-4691

ALL MEASUREMENTS & DIMENSIONS TO BE CHECKED & CONFIRMED BY OWNER AND CONTRACTOR. THE STRUCTURAL INTEGRITY OF THIS PROJECT IS THE RESPONSIBILITY OF THE CONTRACTOR AND OWNER.

ELEVATION PLAN

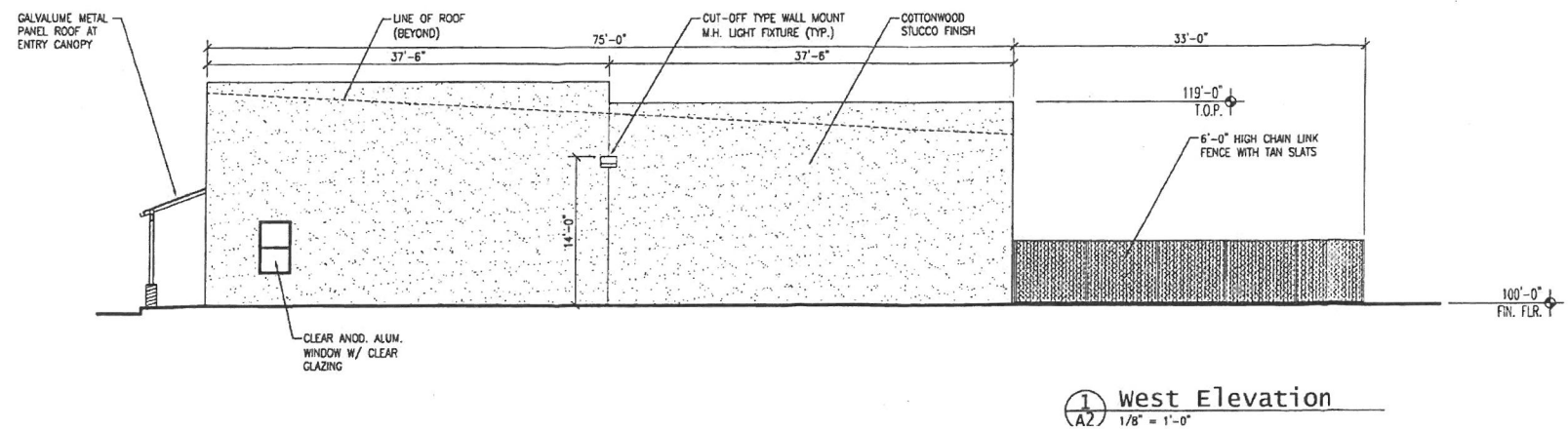
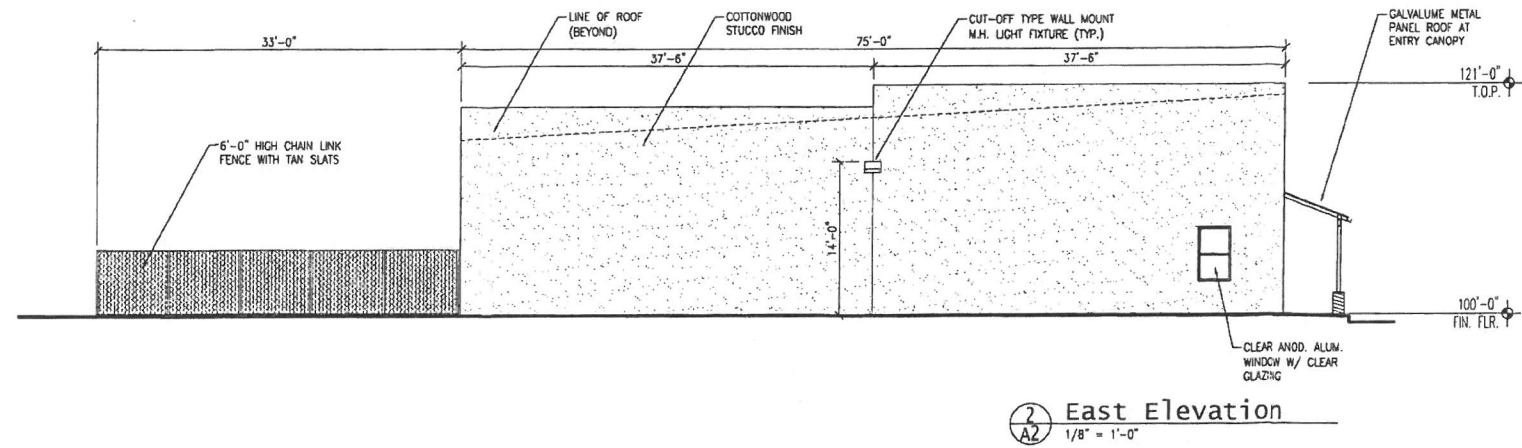
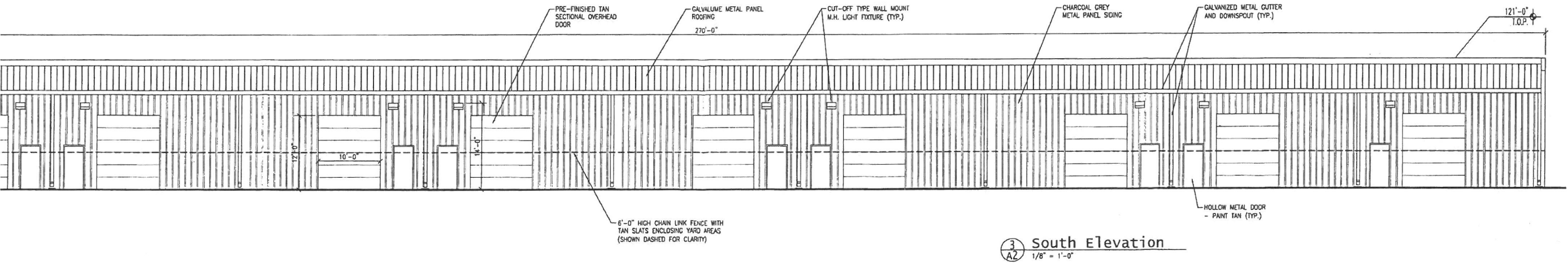
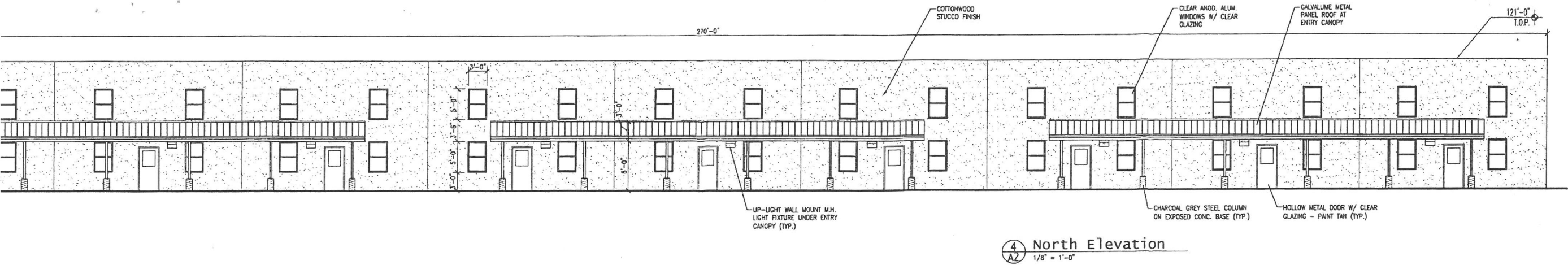
SHEET NO. 9 OF 14 DATE: 10/19/00

**Albuquerque
Safe Co.**
PARCEL "G"
LORRAINE COURT NE.
ALBUQUERQUE, NEW MEXICO

REVISIONS		DRAWN BY:
DATE: 6/2/00	9/1/00	TB
8/8/00	6/3/00	CHECKED BY:
8/22/00	10/11/00	DS/ FH
10/2/00	10/2/00	REVIEWED BY:
10/8/00	10/18/00	OWNER

BUILDING ELEVATIONS

7 OF 8





**Lorraine Court
Warehouse**
7900 Lorraine Court NE
Albuquerque NM

ARCHITECTS
1600 Rio Grande Boulevard NW
Albuquerque, NM 87104
phone (505) 246-0870
fax (505) 246-0437

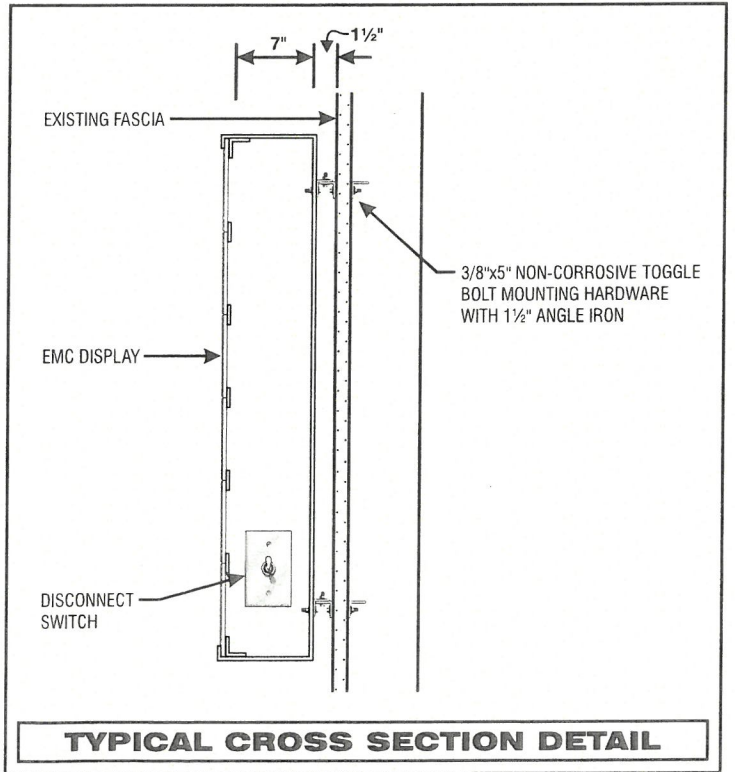
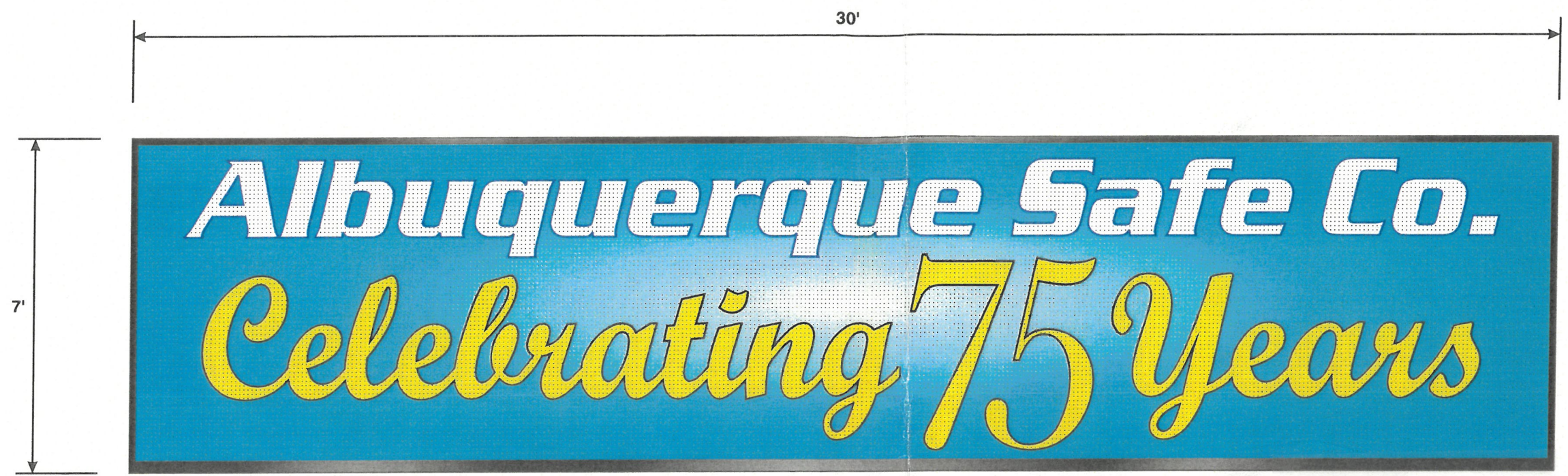
ELEVATIONS

revisions:

Architect:  Engineer: 

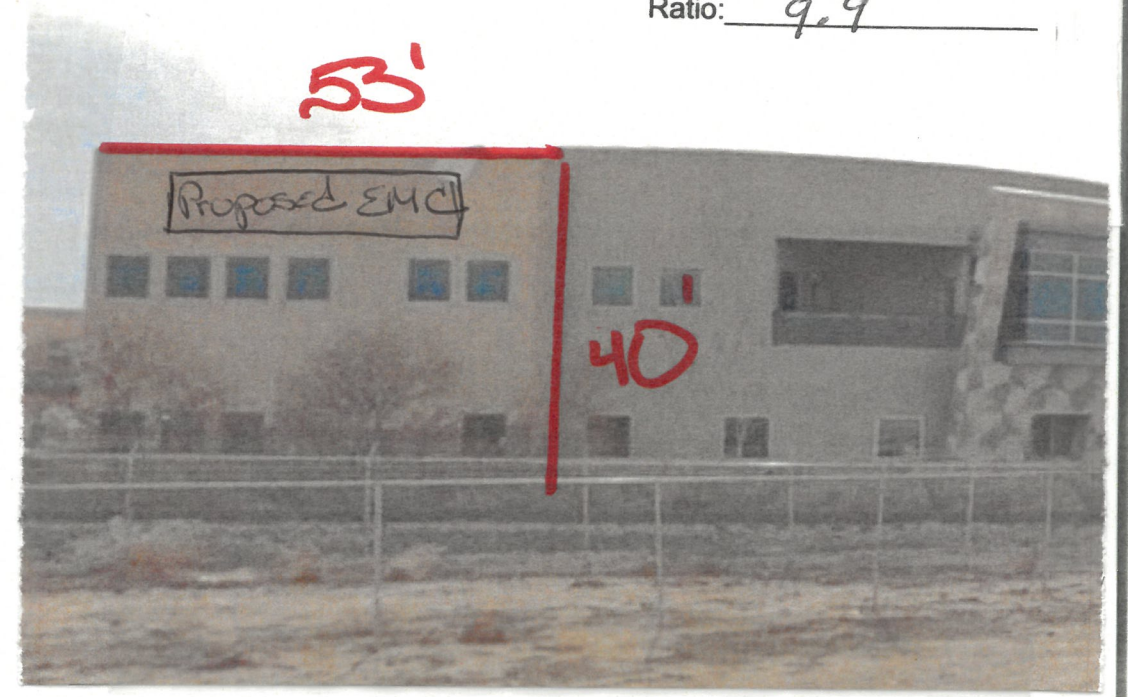
date: 1-9-01 sheet: A1 of 1

Permit



NEW SINGLE FACE ELECTRONIC MESSAGE DISPLAY
16MM FULL COLOR RGB L.E.D. ELECTRONIC MESSAGE DISPLAY

Building Fascia: 2120
Sign: 210
Ratio: 9.9



EMC LOCATION
N.T.S.

AL- AG570

ZEON signs
EPNM, INC.

2024 5th St. NW Albuquerque, NM 87102
(505) 243-3771 Toll Free: 800-444-7407
Fax: (505) 243-3575

THIS DESIGN IS THE EXCLUSIVE PROPERTY OF EPNM, INC. AND CANNOT BE REPRODUCED EITHER IN WHOLE OR IN PART WITHOUT THEIR WRITTEN CONSENT.

PIPE SIZES(S) AND/OR SPLICES MAY CHANGE THE ARTIST CONCEPT DEPENDING ON ENGINEERING CALCULATIONS FOR FINAL INSTALLATION.

ACTUAL SIZE OF SIGN AND COPY FROM SCALED DRAWING MAY VARY
COLOR ON THIS PRESENTATION DOES NOT REPRESENT THE EXACT MATERIAL COLOR SPECIFIED. SEE CHART(S) FOR EXACT APPEARANCE OF COLORS SPECIFIED.

TITLE:		
SCALE:	DRWG NO: 324 - 092	APPROVED FOR PRODUCTION:
SALES: TERRY TOPPINO	CUSTOMER APPROVAL:	
DESIGN BY: R. GONZALES		

REVISED	3-14-24	
	3-19-24	
	3-19-24	